

# CITY COUNCIL AGENDA

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

**REGULAR MEETING**  
**May 5, 2008**  
**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 UNSCHEDULED PUBLIC APPEARANCES**

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

**3 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 March 31, 2008
- b. Regular meeting of April 7, 2008
- c. Work Session of April 7, 2008
- d. Work Session of April 14, 2008
- e. Special Meeting of April 21, 2008
- f. Work Session of April 21, 2008
- g. Regular Meeting of April 21, 2008

**b. MARCH 2008 CLAIMS**

**c. AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS**

City Staff is requesting Council approval of a proposed agreement for graffiti removal services provided by Graffiti Protective Coatings utilizing the City of Tucson contract for services in an amount not to exceed \$70,000. The Council will take appropriate action.

**d. AMENDMENT NO. 4 - DESIGN-BUILD CONTRACT - LANDSCAPES UNLIMITED - FESTIVAL FIELDS**

Staff is requesting that the City Council approve Amendment No. 4 to the Design-Build Agreement with Landscapes Unlimited, LLC for Festival Fields and Pendergast Parks and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take appropriate action.

**e. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - ENTELLUS INC.**

Staff is requesting approval of an amendment to the Professional Services Agreement with Entellus Inc. for the preparation of maps and legal descriptions for annexations in an amount not to exceed \$50,000. The Council will take appropriate action.

**f. APPROVAL OF CONTRACT AMENDMENT WITH AREA AGENCY ON AGING**

Staff is requesting that the City Council approve an amendment to the FY 2007-08 Area Agency on

Aging (AAA) contract in the amount of \$47,866 for a grandparent/grandchild camp; senior center equipment; home delivered meals; and for the lease of a vehicle for the Home Delivered Meal program and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take appropriate action.

**g. AGREEMENT FOR LEGAL COUNSEL - SETTLEMENT - WATER RIGHTS CLAIMS OF THE WHITE MOUNTAIN APACHE TRIBE**

City Staff is requesting Council approval of an agreement in an amount not to exceed \$30,000 for legal counsel in settlement efforts relating to the Water Rights Claims of the White Mountain Apache Tribe. The Council will take appropriate action.

**h. PROFESSIONAL SERVICES AGREEMENT – DICK & FRITSCHER DESIGN GROUP – NORTHWEST PUBLIC SAFETY FACILITY**

Staff is requesting that the City Council approve a Professional Services Agreement with Dick & Fritsche Design Group (DFDG) to provide design services for the Northwest Public Safety Facility in the amount of \$710,027, approve a reimbursable allowance for printing expenses in the amount of \$30,000; for a total project cost of \$740,027, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**i. CONTINUANCE OF SECTION 6 PLANNED AREA DEVELOPMENT - TA-08-1**

City Staff is requesting that the text amendment of Section 6, Planned Area Development Districts, of the Zoning Ordinance be continued to the June 2, 2008 City Council regular meeting. The Council will take appropriate action.

**j. RESOLUTION 2739-508 - AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT - CITY OF TUCSON - COOPERATIVE PURCHASING**

The City Council will consider a resolution authorizing an intergovernmental agreement with the City of Tucson to participate in cooperative purchasing and authorizing the Mayor or City Manager and the City Clerk to execute the appropriate documentation. The Council will take appropriate action.

**k. RESOLUTION 2738-508 - INTERGOVERNMENTAL AGREEMENT - JOINT REPRESENTATION IN SETTLEMENT EFFORTS - WATER RIGHTS CLAIMS OF THE WHITE MOUNTAIN APACHE TRIBE**

The Council will consider a resolution authorizing an intergovernmental agreement for joint legal representation relating to claims made by the White Mountain Apache Tribe for surface water to be diverted from the Salt River Watershed. The Council will take appropriate action.

**l. RESOLUTION 2740-508 AND ORDINANCE 1309-508 - AMENDING THE INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC)**

The City Council will consider an ordinance and a resolution adopting amendments to the 2006 International Property Maintenance Code (IPMC) which include updates, administrative changes and clarification of requirements and declaring said document a public record. The Council will take appropriate action.

**4 HUMAN RESOURCES & BUILDING SERVICES ENTERPRISE APPLICATION**

Staff is requesting that the City Council approve contracts for the implementation of a Human Resources Information Management System and a Development Services Information Management system in the amount of \$1,825,000, approve the transfer of contingency funds in the same amount to account numbers 101-5122-00-8011 and 101-5120-00-8012 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**5 ORDINANCES 1306-508, 1307-508 AND 1308-508 - PROPOSING NOVEMBER 2008 PROPOSITIONS - SALES TAX**

The Council will consider ordinances for Proposed November 2008 Proposition regarding a possible 1% increase in the Restaurant and Bar sales tax, a 1% increase in Retail sales tax for single items in excess of \$5,000, and the addition of transit to the list of allowed projects for the .5% dedicated sales tax. The Council will take appropriate action.

**6 EXECUTIVE SESSION**

- a. The Council may hold an executive session for the following purposes: Pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the purchase of property for public facilities and the sale of real property.

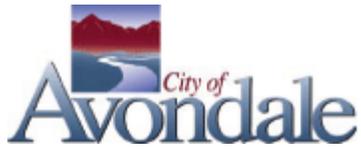
**7 ADJOURNMENT**

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:**  
APPROVAL OF MINUTES

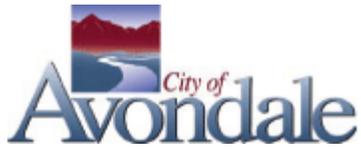
**MEETING DATE:**  
May 5, 2008

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

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
MARCH 2008 CLAIMS

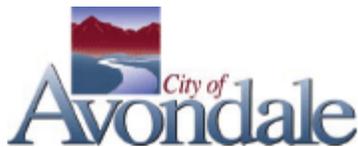
**MEETING DATE:**  
May 5, 2008

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

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
Agreement with Graffiti Protective Coatings

**MEETING DATE:**  
May 5, 2008

**TO:** Mayor and Council  
**FROM:** Gina Montes, Neighborhood and Family Services Director  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

This agreement will enable the Code Enforcement Division of the Neighborhood and Family Services Department to use Graffiti Protective Coatings for graffiti removal services and establish a limit in expenditures for this service.

**BACKGROUND:**

In recent months, incidents of graffiti increased in Avondale making it difficult to abate in a timely manner. The City has explored and implemented several strategies to address the problem. Additional resources were dedicated which included increasing a position in the Code Enforcement Division from part-time to full-time. In addition, a volunteer program was established to utilize community members in removing graffiti. Staff from several departments engaged their staff to assist with identifying and removing graffiti during the course of their normal duties. Enforcement is also an important strategy, and the Police Department continues to arrest vandals. In addition, City Council recently approved contingency funds toward the purchase of a graffiti camera. Approval of this contract will enable the Neighborhood and Family Services Department to use a private contractor to abate graffiti even more quickly and with greater efficiency. This option was discussed during the City Council budget retreat held on April 12, 2008.

**DISCUSSION:**

One of the most effective ways to reduce graffiti is to remove it as soon as possible, preferably within 24 hours. Many of the areas prone to graffiti are vandalized soon after the graffiti is abated. With several areas in the community in need of graffiti abatement, it is difficult to address all areas in a timely manner. Consequently, staff explored several options to increase our capacity to address the problem. Increasing capacity in-house would require additional vehicles, equipment and staff. The option of utilizing a private contractor would enable the City to augment capacity without incurring start-up costs or the ongoing staff costs. Staff proposes to utilize a contractor as a pilot program for one year. The services will be evaluated on an ongoing basis.

In Arizona, Graffiti Protective Coatings (GPC) currently provides services to the City of Tucson, Pima County and the Arizona Department of Transportation. GPC also has contracts with several jurisdictions and private entities in California such as the City of Long Beach, City of Torrance, University of Southern California, among several others.

The City of Avondale will utilize the City of Tucson contract with GPC through a cooperative purchasing agreement. Pricing is based on square footage and method of abatement and is 10 to 37 cents per square foot with minimum charges of \$14.80 to \$19.80. GPC will patrol agreed-upon thoroughfares and remove graffiti proactively and by complaint. Their services are available seven days per week and 24 hours per day.

**BUDGETARY IMPACT:**

A total of \$70,000 one-time General Fund allocation is proposed in the 2008-09 budget.

**RECOMENDATION:**

Staff recommends approval of an agreement with Graffiti Protective Coatings to utilize the City of Tucson contract for services in an amount not to exceed \$70,000.

**ATTACHMENTS:**

Click to download

📎 [PA](#)

**PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
GRAFFITI PROTECTIVE COATINGS, INC.**

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of May 5, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Graffiti Protective Coatings, Inc., an Arizona corporation ("Contractor").

**RECITALS**

A. After a competitive procurement process, the City of Tucson entered into Contract No. 061184 dated as of September 5, 2006, with the Contractor to provide graffiti abatement services (the "Tucson Contract"). The Tucson Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted by Section 25-24 of the City Code to make purchases under the Tucson Contract without any further public bidding when, in the opinion of the purchasing director, a separate bidding process is not likely to result in a lower price than would be available under the Tucson Contract.

C. The purchasing director has made the determination that a separate bidding process is not likely to result in a lower price than would be available under the Tucson Contract. The City desires to utilize the services of the Contractor for a lower cost than would otherwise be available.

**AGREEMENT**

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2009.
2. Scope of Work. Contractor shall provide graffiti abatement services under the terms and conditions of the Tucson Contract in an amount not to exceed in aggregate a total of \$70,000.00.
3. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

**“City”**

CITY OF AVONDALE, an Arizona  
municipal corporation

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

ATTEST:

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

**“Contractor”**

GRAFFITI PROTECTIVE COATINGS,  
INC., an Arizona corporation

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

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

Its: \_\_\_\_\_

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2008,  
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 \_\_\_\_\_, 2008,  
by \_\_\_\_\_ as \_\_\_\_\_ of GRAFFITI  
PROTECTIVE COATINGS, INC., an Arizona corporation, on behalf of the corporation.

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT A  
TO  
PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
GRAFFITI PROTECTIVE COATINGS, INC.

[Tucson Contract]

See following pages.

# **Contract #061184 Graffiti Abatement**

## **Graffiti Protective Coatings, Inc.**

### **Table of Contents**

#### **Section A**

- **Signed Offer and Acceptance**
- **Price Page**
- **Signed Amendment**
- **Request for Clarification and Additional Information dated July 11, 2006**
- **Response to Request for Clarification and Additional Information**
- **Invitation to Interview dated August 4, 2006**
- **Response to Interview Questions**
- **Request for Clarification and Additional Information #2 dated August 15, 2006**
- **Response to Request dated August 16, 2006**
- **Insurance Certificates**

#### **Section B**

- **Firm's Response to Request for Proposals**

#### **Section C**

- **Original RFP**

A

# OFFER AND ACCEPTANCE

## OFFER

### TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

GRAFFITI PROTECTIVE COATINGS, INC.

Company Name

419 N. LARCHMONT BLVD. #264

Address

LOS ANGELES CA 90004

City State Zip

Signature of Person Authorized to Sign

CARLA LENHOFF

Printed Name

PRESIDENT

Title

Name: BARRY STEINHART

Title: GEN MGR

Phone: 213.591.1153 OR 323.464.4472

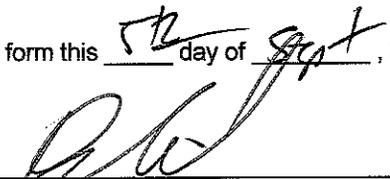
Fax: 323.656.3579

E-mail: GPCLA@MSN.COM

## ACCEPTANCE OF OFFER

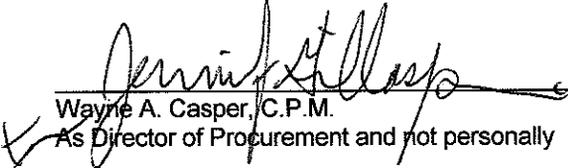
The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 061184.

Approved as to form this 5<sup>th</sup> day of Sept, 2006.

  
As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 30<sup>th</sup> day of August, 2006.

  
Wayne A. Casper, C.P.M.  
As Director of Procurement and not personally

## PRICE PAGE

Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, etc.

### GROUP 1 – PAINTING

Pricing for Scenarios 1 – 4 will be evaluated. Pricing provided in the Pricing Table is for informational purposes only and will not be evaluated.

#### Scenario 1

Area to be abated measures five (5) feet in width and three (3) feet in height. The surface is a previously painted concrete block wall on private property. The property owner has provided the matching paint.

Price for Scenario 1 graffiti abatement: \$ 14.80 (POSITION 1)\_\_\_\_\_

#### Scenario 2

Area to be abated measures twelve (12) feet in width and four (4) feet in height. The surface is a previously painted concrete block wall with stucco on private property. The property owner has not provided the matching paint.

Price for Scenario 2 graffiti abatement: \$ 19.80 (POSITION 1)\_\_\_\_\_

#### Scenario 3

Area to be abated is the entire surface of a previously painted concrete block wall on City property. Wall measures forty (40) feet in width and six (6) feet in height.

Price for Scenario 3 graffiti abatement: \$ 42.80 (POSITION 1)\_\_\_\_\_

#### Scenario 4

Contractor arrives on site to find that area has been abated.

Trip Charge: \$ 8.00 (POSITION 1)\_\_\_\_\_

#### Pricing Table

Provide the brand, grade, unit size and pricing for the products proposed to be used in performance of this contract. Additional space is provided for write-in of products that may not be listed.

Product	Brand	Grade	Unit Size	Price
Latex Paint	FRAZEE	MED/HIGH	1 GALLON	\$12.00-18.00
Latex Stain	FRAZEE	HIGH	1 GALLON	\$20.00
Oil Based Paint	FRAZEE	HIGH	1 GALLON	\$27.00
Oil Based Stain	FRAZEE	HIGH	1 GALLON	\$30.00
Paint Thinner	FRAZEE	N/A	1 GALLON	\$8.00
Latex Primer	FRAZEE	HIGH	1 GALLON	\$20.00
Oil Based Primer	FRAZEE	HIGH	1 GALLON	\$18.00
				\$
				\$

**DUP 2 – MEDIA BLASTING**

Pricing for Scenarios 1 – 4 will be evaluated. Pricing provided in the Pricing Table is for informational purposes only and will not be evaluated.

**Scenario 1**

Area to be abated measures five (5) feet in width and three (3) feet in height. The surface is a previously unpainted concrete block wall on private property.

Price for Scenario 1 graffiti abatement: \$ 14.80 (POSITION 1) \_\_\_\_\_

**Scenario 2**

Area to be abated measures twelve (12) feet in width and four (4) feet in height. The surface is a previously unpainted wooden fence on private property.

Price for Scenario 2 graffiti abatement: \$ 19.80 (POSITION 1) \_\_\_\_\_

**Scenario 3**

Area to be abated is the entire surface of a previously unpainted concrete block wall on City property. Wall measures forty (40) feet in width and six (6) feet in height.

Price for Scenario 3 graffiti abatement: \$ 88.00 (POSITION 1) \_\_\_\_\_

**Scenario 4**

Contractor arrives on site to find that area has been abated.

**Trip Charge: \$ 8.00 (POSITION 1)**

**Product Pricing**

Provide the brand, grade, unit size and pricing for the products proposed to be used in performance of this contract. Additional space is provided for write-in of products that are not listed.

<b>Product</b>	<b>Brand</b>	<b>Grade</b>	<b>Unit Size</b>	<b>Price</b>
Silicon Sand	N/A NOT USED			\$N/A
Graffiti Remover	GPC, INC	PROFESSIONAL	GALLON	\$20.00/GALLON
Soda	GPC, INC.	BLASTING FORMULA	50 LBS	\$25.00/BAG
Steam	NO COST			\$0
				\$
				\$
				\$
				\$
				\$

**CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT**

REQUEST FOR PROPOSAL NO. 061184

GRAFFITI ABATEMENT  
AMENDMENT NO. ONE (1)

DATE ISSUED: JUNE 14, 2006

The referenced document has been modified as per the attached Amendment No. One (1).

**Please sign this Amendment where designated and return the executed copy with the submission of your proposal.** This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Christina Schipansky, Contract Officer at (520) 791-4400 ext. 131.

Department of Procurement, City Hall  
P.O. Box 27210  
Tucson, Arizona 85726-7210  
(520) 791-4704 Fax: (520) 791-4735

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 791-4400 EXT. 131  
ISSUE DATE: JUNE 14, 2006

REQUEST FOR PROPOSAL NO.: 061184  
RFP AMENDMENT NO.: One (1)  
PAGE 1 Of 1  
RFP DUE DATE: JUNE 23, 2006, 4:00 P.M., LOCAL AZ TIME  
CONTRACT OFFICER: CHRISTINA SCHIPANSKY

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

## GRAFFITI ABATEMENT

The following information is provided as a result of the Pre-Proposal Conference held on June 14, 2006.

**Addition, Scope of Work, Section I, A, 6:** This section shall read:

6. The Contractor shall meet with the DNR Program Manager one time per week via a mutually agreeable communication method at a mutually agreed upon time to discuss program status and issues.

**Addition, Special Terms and Conditions, Section 4:** This section shall read:

4. PRICE ADJUSTMENT: **The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.**

**Deletion, Scope of Work, Section I, A, 9:** Delete entire section.

**Clarification:** A license issued by the Arizona Registrar of Contractors is not required.

**Additional Information:** The current Contractor will conduct ride alongs upon request. To schedule a ride along, call:

GAPIT  
Michelle Phillips  
(520) 622-7197

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature

06-22-06  
Date

CARLA LENHOFF, PRESIDENT  
Typed Name and Title

GRAFFITI PROTECTIVE COATINGS, INC.  
Company Name

419 N. LARCHMONT BLVD., # 264  
Address

LOS ANGELES CA 90004  
City State Zip



CITY OF  
TUCSON

DEPARTMENT OF  
PROCUREMENT

July 11, 2006

Barry Steinhart, General Manager  
Graffiti Protective Coatings, Inc.  
419 N. Larchmont Blvd #264  
Los Angeles, CA 90004  
Fax: (323) 656-3579

Sent via facsimile this day

**Subject: RFP No. 061184 – Graffiti Abatement - Request for Clarification and Additional Information**

Dear Mr. Steinhart:

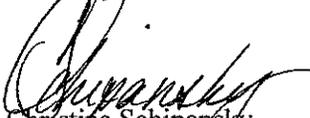
The City of Tucson is in receipt of your proposal submitted in response to Request for Proposal No. 061184 – Graffiti Abatement. In order for the evaluation committee to proceed with the evaluation of your proposal, it is requested that you provide clarification of and additional information about the following:

1. Provide additional information regarding the firm's plan and timeline for acquiring the proposed equipment and personnel. Provide information regarding proposed training of new personnel.
2. Clarify your supervisory structure and the names and positions of key personnel. Identify the personnel proposed to perform training functions and their qualifications.
3. Clarify whether or not the proposed key personnel will be dedicated to the Tucson office or will serve to establish the office only.

Please provide a written response to these issues to the City of Tucson, Department of Procurement no later than **Wednesday, July 26, 2006**. You may fax your response to me at (520) 791-4735.

The City of Tucson appreciates your attention to this matter. Should you have any questions, please call me at (520) 791-4400 ext. 131.

Sincerely,

  
Christina Schipansky  
Senior Contract Officer

CS/sd

C: File No. 061184

DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING,  
STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION

CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210  
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639

[www.tucsonaz.gov/procure](http://www.tucsonaz.gov/procure)





## RFP # 061184- GRAFFITI ABATEMENT- REQUEST FOR CLARIFICATION AND ADDITIONAL INFORMATION

GPC's ability to succeed is determined before the first "tag" is removed. The efficiency and strength of the work plan, materials, techniques, trucks, equipment, and the skills and expertise of the staff assigned all predetermine the outcome of the project.

### ITEM #1 TIMELINE AND PERSONNEL TRAINING

Graffiti Protective Coatings, Inc. (GPC) requires no new equipment or personnel to adequately fulfill this contract. GPC currently possesses a pool of fully equipped trucks and trained personnel for the needs of this contract as well as reserves for any unanticipated additional labor or equipment requests. Trucks are complete and ready for immediate service. Staff is already employed and also is ready for immediate service. GPC's main set-up task will be to transfer equipment and labor resources to their new permanent location in Tucson. Fortunately, GPC has experience moving equipment and people and has created the following plan/timeline for the Tucson office to be fully operational in 1 week (SEE TIMELINE).

Immediately upon GPC receiving confirmation of contract approval by City Council, GPC will initiate its seven day set-up of the Tucson office. Within the first 24 hours Barry Steinhart will arrive in Tucson and will secure a warehouse. This process will be completed within 4 days. GPC's Frazee paint store rep will arrange to have one of the two Tucson Frazee stores prepare all needed paint inventory as well as deliver paint to the GPC Tucson warehouse. This process will be completed Days 3 through 4. Also on Days 3-4, four trucks will be sent from Southern California to Tucson driven by assigned Tucson personnel. On Day 3, Carla Lenhoff will arrive in Tucson to set up all administrative items such as business license and office equipment set-up including phone, fax and computer. Some of these items rely upon entities beyond our control, so GPC has allocated 4 days for these tasks and has the Los Angeles office as a back-up source to direct forward any local calls, faxes, and e-mails. Finally on Day 6, a staff meeting will be held to review work assignments and zones. By Day 7, GPC Tucson will be ready to start work.

# Timeline

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Ready to Start
Barry Steinhart Arrives							
Secure Warehouse							
Paint Mixed & Delivered							
Trucks & Staff Transferred							
Carla Lenhoff Arrives - Administrative & Office Set-up							
Staff Meeting							
Review Assignments and Zones							



### **NEW PERSONNEL TRAINING**

GPC has an internal ranking system for all field technicians. Rankings are divided into three levels based upon experience. All GPC personnel must be a minimum Level 2 technician in order to operate a truck independently. Level 1 technicians are new employees in training with less than 1 year of experience. Level 2 technicians have a minimum of 1 year of experience accompanying a Level 3 technician and have completed a 100 item training (SEE TRAINING SPREADSHEET). Level 3 technicians have 3 or more years of experience and must have served in a project manager capacity.

Just as GPC's auto insurance carrier will not insure a driver without adequate driving experience (3 years), GPC is not willing to "insure" a field tech without the required experience and training. GPC feels that it takes a minimum of 1 year of training with a Level 3 technician to gain the experience and skills to properly perform the job in a professional manner.

On account of GPC's strict training standards, GPC limits the amount of new contracts it bids upon each year. Tucson is one of the few new project's GPC has chosen to bid this year.

For this project the Tucson office will have one Level 3 technician and three Level 2 technicians all coordinated and managed by the "key personnel" listed in original proposal.

## TRAINING SPREADSHEET

Accident investigation  
Acid glass buffing  
Adverse weather conditions  
Airless sprayer- cleaning  
Airless sprayer- color blend  
Airless sprayer- color change  
Airless sprayer- repairs  
Airless sprayer- tip applications  
Aluminum removal  
Anodized steel removal  
Anti-graffiti coating application  
Anti-graffiti coating removal and replacement  
Anti-graffiti window film application, maintenance, removal  
Asphalt removal  
Awning removal  
Baking soda avoidance of plants  
Baking soda blasting  
Bathroom/ interior removal  
Bench removal  
Block wall removal  
Brick removal  
Bridge removal  
Chainlink removal  
Client communication  
Clothing and personal protective equipment  
Code of safe practices  
Color matching  
Colored concrete removal  
Colored curb removal  
Concrete light pole removal  
Confined space operations  
Copper removal  
Curb removal  
Driving safety  
Electrocution dangers  
Emergency procedures- First Aid  
Equipment design  
Equipment repair  
Equipment tag-out  
Fall protection  
Fence screen removal  
Fire prevention  
Glass removal  
Graffiti remover usage and safety  
Granite removal  
Grout removal  
Hazard communication (chemicals)  
Hazard correction  
Hazard identification and evaluation  
Job prep-truck prep  
Job site clean up  
K-rail removal

Limestone removal  
Mailbox removal  
Marble removal  
Marker removal  
Mural removal  
No cell phones while driving  
Non reflective sign removal  
Obtaining property waiver  
Paint bases  
Paint disposal  
Paint removal  
Painting prep  
Painting techniques  
Painting tools  
Parking off street  
Pedestrian safety  
Photo documentation  
Plastic removal  
Polycarbonate removal  
Powder coat removal  
Preventative maintenance  
Primer usage  
Priority service call plan  
Respecting all citizens  
Respiratory protection  
Second story removal  
Shortest path day planning  
Sidewalk removal  
Silica sand dangers  
Slump stone removal  
Split face removal  
Spray paint usage and safety  
Stainless steel removal  
Steam cleaning  
Sticker removal  
Stone removal  
Stucco- non porous removal  
Stucco- porous removal  
Surrounding surfaces protection  
Tile removal  
Tree removal  
Utility and phone box removal  
WATCH handbook  
Water recovery/recycling  
Wood fence removal  
Wood telephone pole removal  
Work sheet documentation  
Wrought iron removal



## ITEM # 2 SUPERVISORY STRUCTURE

See Supervisory Structure Flow Chart **(COMPANY-WIDE)**

As discussed in Item # 1, training for new personnel consists of a minimum of 1 of year experience accompanying a Level 3 technician. Barry Steinhart trained Mike Kightlinger, Julio Bonilla, Samuel Abundis, Jesus Rodriguez, and William Subuyuj personally, and those staff members have trained all other current Level 3 technicians.

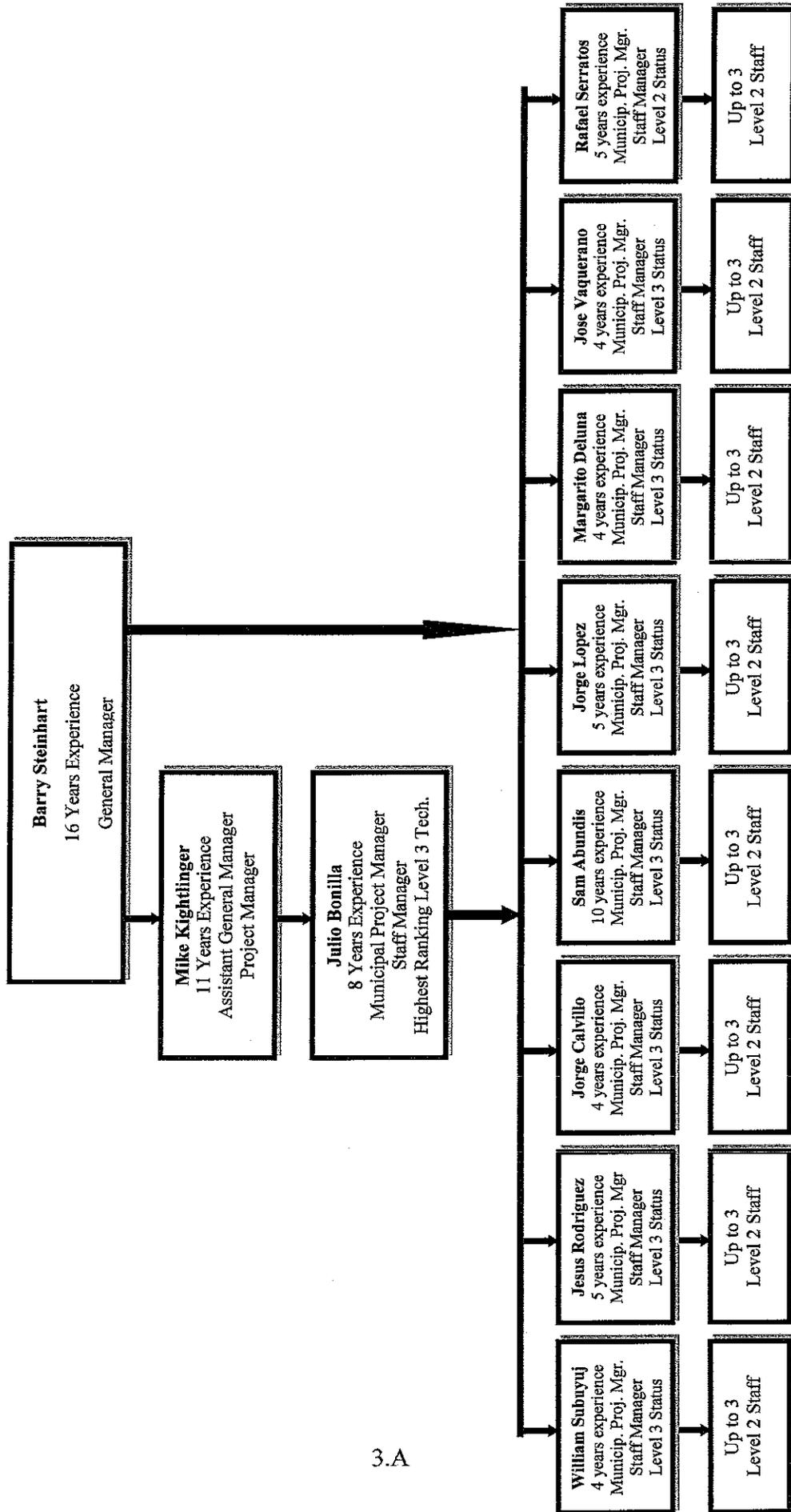
All staff performing the training functions each have removed thousands of "tags" from all surfaces and could easily be qualified as experts in their field based upon the volume and variety of graffiti removed.

For the Tucson office, Barry Steinhart will directly manage the site/project manager. The Level 3 technician GPC has chosen to be the site/project manager for this project is William Subuyuj. William currently serves as the site/project manager in the city of Torrance.

William Subuyaj was chosen because GPC's contract in Torrance is very similar in size, dollar value, and scope to Tucson. William takes great ownership and pride in GPC. His enthusiasm and desire to please sets the tone for his current staff of two Level 2 technicians. Torrance crews patrol and clean graffiti from over 150 linear miles of streets daily as well as maintains graffiti removal at all the city parks. His duties beyond graffiti removal include meeting with and coordinating work orders with city staff, organizing crews, preparing worksheets, preparing photographs, and communicating with Barry Steinhart on a daily basis.

The City Torrance was included as a reference in GPC's proposal and can be contacted to verify the outstanding level of service provided by GPC and William Subuyaj.

# Supervisory Structure



3.A

\* Note: Level 1 Staff trains directly with Level 3 staff and is not listed.



**ITEM # 3 KEY PERSONNEL IN TUCSON**

Proposed key personnel listed in the proposal will be dedicated to the Tucson office on an ongoing basis identical to all other GPC municipal contracts. During the initial phase of the contract, Barry Steinhart will be in the City every day. Once the office is established, one of the three key personnel will be in Tucson at least once per week to supervise and meet with City staff, as is the standard with every other municipality contracting with GPC. The Level 3 Technician assigned to the Tucson office will be the site/project manager, however overall supervision will go to key personnel, primarily Barry Steinhart. Barry Steinhart and Mike Kightlinger communicate with all site managers many times per day.

With GPC, the City benefits from its ability to do business with a local office as well the knowledge and comfort that any additional fully equipped trucks and corresponding highly trained and experienced staff are in place and ready for immediate service.

Oscar Hernandez - Mayor  
Victor Bello - Vice Mayor  
George Cole - Councilman  
Lorena Jacobo - Councilwoman  
George Mirabal - Councilman



6330 Pine Avenue  
Bell, California 90201  
(323) 588-6211  
(323) 771-9473 Fax

## CITY OF BELL

August 9, 2006

To: City of Tucson Public Works Department

Graffiti Protective Coatings has been providing graffiti removal services for the City of Bell since 1996 with exceptional consistency. We have found that Mr. Barry Steinhart and his staff conduct their business with professionalism, quality, integrity, and compassion.

Graffiti Protective Coatings is extremely flexible and thorough in meeting our everyday needs. They approach each unique and routine issue with extreme poise and get the job done on time meeting or exceeding all of our expectations.

Mr. Steinhart has been called before the Mayor and the City Council several times to be praised for their work and our Chief Administrative Officer credits GPC's performance as one of the factors for the current City's economic success by creating a superior business environment and higher property values. All surrounding cities have either hired GPC or tried to emulate their program.

The City of Bell would not be where it is today if it were not for the contributions from contractors like Graffiti Protective Coatings. Therefore, if there were ever a company that I would recommend for graffiti removal, bus shelter cleaning, and street sweeping, it would be Graffiti Protective Coatings.

If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, which appears to read "Barry Steinhart". The signature is written in a cursive style and is positioned above a horizontal line.



# CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS / ADMINISTRATION, PLANNING AND FACILITIES BUREAU

1601 San Francisco Avenue, CA 90813 Phone (562) 570-2719 Fax (562) 570-2792

FACILITIES MANAGEMENT DIVISION

August 7, 2006

Mr. Barry Steinhart  
General Manager  
Graffiti Protective Coatings  
419 N. Larchmonth Blvd., Ste 264  
Los Angeles, CA 90004

Dear Mr. Steinhart:

The City of Long Beach began contracting with Graffiti Protective Coatings (GPC) for graffiti removal services on April 19, 2004. From the beginning, GPC has met and exceeded all of our expectations.

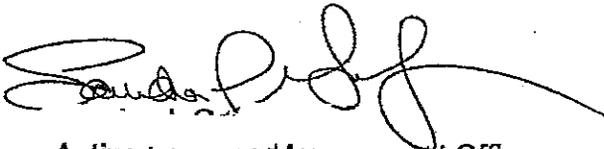
As you the know, the differences between a poor and excellent contractor usually comes down to factors such as attitude, commitment to quality, pride, training, discipline, and ethics. You and your employees have demonstrated in abundance all of the aforementioned qualities.

GPC has provided the City with superior customer service, work of excellent quality, and quick response turnaround times for a low cost.

In the future, please feel free to list the City of Long Beach as a reference in your bid proposals. We would be happy to recommend your company to others.

If you have any questions, my point of contact is Gayle Rutten at (562) 570-2718.

Sincerely,



Acting Facilities Management Officer

SJG:GR

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# CITY OF TORRANCE

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Department of General Services

Facility Services Division

3031 Torrance Boulevard

Torrance, CA 90503

Phone: 310/618-3000

Fax: 310/618-6201

August 8, 2006

Mr. Barry Steinhart  
General Manager  
Graffiti Protective Coatings

Dear Mr. Steinhart:

The City of Torrance has contracted with Graffiti Protective Coatings (GPC), as our sole source of graffiti removal service, since July 1, 2002. During this time we have been very pleased with the professionalism exhibited by GPC employees. GPC is very efficient and knowledgeable of their work. GPC has met and continues to meet and exceed our expectations.

As you are aware, a contractor can make or break the success of a graffiti abatement program. I personally am very proud of our graffiti abatement program here in the City of Torrance. Our city appears to be virtually graffiti free, in part, as a result of the efforts of GPC. Not only do you remove reported graffiti incidents issued to you quickly; you also vigorously seek out graffiti in our city and often remove it before we become aware of it. GPC has great response time and generally gives us same day service.

GPC is easy to work with. You are team players that help our program to run smoothly. I especially appreciate the extra effort put forth for our special events and needs that are unique to the City of Torrance. Whether it is our Fourth of July Celebration, Armed Forces Day Parade, Mural, Monument, Tree House, or Weekend Emergency – GPC is always there for us when we need them.

Please feel free to use the City of Torrance as a reference and refer any further questions to me at 310/618-6254.

Sincerely,

Graffiti Abatement Coordinator



CITY OF  
TUCSON

DEPARTMENT OF  
PROCUREMENT

August 4, 2006

Barry Steinhart, General Manager  
Graffiti Protective Coatings, Inc.  
419 N. Larchmont Blvd. #264  
Los Angeles, CA 90004  
Fax (323) 656-3579

Sent via facsimile, this day

**Subject: Request For Proposal No. 061184 – Graffiti Abatement**

Dear Mr. Steinhart:

Your firm has been chosen to advance to the next step in the selection of a contractor for graffiti abatement.

Graffiti Protective Coatings, Inc. has been scheduled to attend an interview at **2:00 PM on August 10, 2006**. The interview will take place at **the Department of Neighborhood Resources Conference Room** located at **320 North Commerce Park Loop, Sentinel Building, 2<sup>nd</sup> Floor**. The Evaluation Committee requests that the Contract Representative, Supervisors and individuals the City will have daily contact with be in attendance. Present at the interview from the City will be representatives from the Departments of Neighborhood Resources, Transportation, Parks and Recreation and Procurement.

You will be given one and one half hours to respond to the items below and to questions from the Evaluation Committee. This is the firm's opportunity to present information it considers helpful to the City's evaluation of its proposal. The Evaluation Committee requests that the firm address the following items as well as provide six copies of a written response. You may present additional information relevant to the firm's proposal as well.

1. Identify the individual who will serve as your firm's primary representative for this contract and will interface with the Department of Neighborhood Resources (DNR) management. Does this person have 24/7 telephone availability in the event of an emergency? If so, please provide.
2. Identify the individual who will serve as your firm's primary representative for this contract and will interface daily with the DNR staff. Does this person have 24/7 telephone availability in the event of an emergency? If so, please provide.
3. Does the firm have 24/7 fax and message capability?
4. Does the firm have the capability to add workers as needed? How will the firm add workers?
5. What has been your approach to routing workers and/or batching your work?
6. The City is required to have a signed Right of Entry form for each property. Once the signed form has been received, what will your turn around time for removal be?

**DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING,  
STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION**

CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210  
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639

[www.tucsonaz.gov/procure](http://www.tucsonaz.gov/procure)

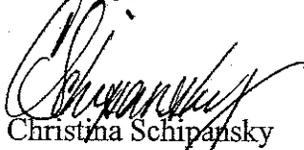


Mr. Steinhart  
August 4, 2006  
Page 2

7. If your firm were to be asked to secure signed Right of Entry forms, what would your approach to this be?
8. What is the volume of work your firm is currently handling? Provide this information in terms of square feet of graffiti removed, gallons of paint, number of sites and trips, if available.
9. What has been your firm's most significant challenge in the communities in which you have performed services?
10. Priority projects, hate and racial graffiti and elected official directed removals must be responded to quickly. How will you mobilize quickly in response?
11. Corridor sweeps, area sweeps prior to an event and area wide removal prior to police enforcement activities are special projects and mobilizations that may take place. Describe your experience with these and approaches your firm has taken to these projects.
12. Provide a sample of an invoice you propose to present to the City.
13. Provide all inclusive per square foot pricing for each of the RFP document's Price Page scenarios.

Please do not hesitate to contact me with questions at **(520) 791-4400, ext. 131**. I look forward to seeing you on **August 10th**.

Sincerely,



Christina Schipansky  
Senior Contract Officer

cc: File No. 061184



## RFP NO. 061184- GRAFFITI ABATEMENT

AUGUST 10<sup>TH</sup> INTERVIEW

### Overview

The keys to a successful graffiti removal program are fast response, removal of all graffiti, and removal methods that leave no traces that the graffiti ever existed. Graffiti breeds more graffiti, and fast professional removal will allow to the City of Tucson (City) to control this problem. Graffiti Protective Coatings, Inc. (GPC) specializes in these services with its "Zero-Tolerance Program". Under GPC's proven program *each and every truck and technician is fully equipped and trained to remove all graffiti.*

GPC performs thorough and complete removal, leaving no traces of the past graffiti. Details are not overlooked. All graffiti at sites are removed no matter how small including but not limited to: walls, sidewalks, signs, curbs, windows, phones, hydrants, concrete light poles, steel light-poles, roofs, sewer lids, vents, gutters, trees, trash cans, parking bumpers, doors, railings, garage sale signs, stickers, mailboxes, banners, etc.

GPC is planning to divide the City into three geographic zones if approved by the Department of Neighborhood Resources program manager (DNR). Each Zone will have its own truck and crew specializing in that area. By dividing the City into zones, GPC gains efficiencies of drive time creating faster response times; more specific knowledge of neighborhoods, "hot spots", and color matches creating better consistency; and the technicians are more accountable for the appearance of their zone creating higher quality.

GPC's average rate of removal will be in excess of the minimum 90 square feet per hour requested in the RFP. GPC has thoroughly reviewed the RFP and will comply with all provisions as called for in the "Scope of Work" section.

### Q1: Primary representative for DNR management? 24/7 Access?

The primary representative will be Barry Steinhart. He is available 24/7 365 days a year.

GPC will dedicate a local Tucson phone number to be permanently direct forwarded to this number (as is the practice used for San Diego and Las Vegas).

### Q2: Primary representative for DNR staff? 24/7 Access?

The primary representative will be William Subuyuj. He is available 24/7 365 days a year.

GPC prefers all non-routine or emergency calls be directed to Barry Steinhart. Before starting the contract, William will be given a local Tucson phone number.



**Q3: 24/7 Fax and message capability?**

GPC has 24/7 fax and message capability. GPC Tucson will have an exclusive live 24 hour answering service that will immediately text graffiti removal requests to William's phone and messages from City staff to both William's and Barry's phone. GPC prefers City staff calls GPC on their direct cell line. GPC staff is always available to the City. GPC Tucson will have a dedicated fax line that will be operational 24 hours per day.

**Q4: Adding additional workers?**

GPC has the capability to add experienced permanent or temporary workers as needed. GPC will send workers from its current pool of staff. GPC currently has enough trained staff to absorb any additional requirements of the City.

**Q5: Routing workers?**

As discussed in the "overview", GPC plans to divide the City into 3 zones. Calls will be routed via cell phone to the staff in that zone within 5 minutes of receiving the request. Graffiti removal requests made by 2:00 pm will be completed the same day received. Requests received after 2:00 pm will be completed the following morning. GPC staff will be proactively patrolling and removing graffiti as it is spotted and will give priority to service calls. All emergency / priority requests can be completed within 1 hour no matter the time.

**Q6: Turn around time?**

Graffiti removal requests made by 2:00 pm will be completed the same day received. Requests received after 2:00 pm will be completed the following morning. All emergency / priority requests can be completed within 1 hour no matter the time.

**Q7: Securing Right of entry forms?**

GPC staff are well-groomed personnel wearing uniforms and all trucks are very professional looking with the company and City name clearly posted on the vehicle. Prior to starting work GPC will obtain from the City a list of all addresses with signed Right to Entry forms. If needed, GPC will copy onto excel format and sort by street name and street number. GPC will print and bind the list, and each truck will have a copy of the booklet. If an address is not on the list, GPC staff will approach the property, identify themselves, explain the Right to Entry form, and obtain the signature. If no signer is available, GPC will leave the form with a standard explanation letter. GPC will provide address and/or fax number to return the Right to Entry form. GPC staff will document process for City staff.

**Q8: What is current volume of work?**

GPC has over 600 public and private clients and presently cleans over 300,000 locations and 10,000,000 square feet of graffiti annually. Some municipalities provide GPC paint and GPC does have an accurate estimate of annual paint used.



**Q9: Most Significant challenge?**

The biggest challenge with every new contract is the initial "clean up". This includes but is not limited to catching up on all prior removal requests, removing all existing graffiti throughout the City, taking control of "hot spot" areas, and fixing past removal efforts. Once the "clean up" is complete, all the contracts enter the "maintenance" stage. Barry Steinhart, Mike Kightlinger, and Julio Bonilla (GPC's highest ranking technicians) will each be in one of the three zones for the "clean up" stage. This enables GPC's top personnel an opportunity to learn the City streets, City staff, residents, business owners, and areas of importance. During this period is when GPC key personnel will be working closely with City staff and developing a rapport of trust and confidence.

**Q10: How quick to mobilize?**

GPC has what is called "red" priority calls. These calls include racial/hate graffiti, elected official calls, and directions from our City superiors as "priority". A "red" priority call means the tech stops whatever the current job, and immediately heads to handle the request. Response will be in minutes.

During after hours, at least one GPC employee will always be on call and can pick up a truck at the warehouse and get to the request within 1 hour. GPC is available 24 hours a day, 365 days a year. All the techs and trucks can handle any graffiti request.

**Q11: Special projects approach and experience?**

All municipalities have annual events such as parades, fairs, runs, dedications, elections, and crime sweeps. GPC has handled at least a hundred of these events over the years. GPC either schedules overtime for its staff or rotates in other staff for assistance. Either way, GPC gets the job done. GPC has a 100% success rate in this area.

GPC's biggest annual challenge is the University of Southern California graduation. GPC is responsible for steam cleaning all the University hardscapes each year prior to graduation. Every year GPC utilizes up to 25 trucks and staff via overtime to complete the job. The job takes approximately 800 man-hours to complete. The job is always finished on time and to standards so high that GPC is the only contractor on campus not subject to competitive bidding.

**Q12: Sample Invoice?**

See attachment.



**Q13: Square Foot Pricing?**

Group 1 – Painting

Scenario 1- \$0.10 sqft- minimum charge \$14.80

Scenario 2 -\$0.18 sqft- minimum charge \$19.80

Scenario 3- \$0.18 sqft- minimum charge \$19.80

Scenario 4- \$8.00 trip charge (sqft N/A)

Group 2 – Media Blasting

Scenario 1- \$0.37 sqft- minimum charge \$14.80

Scenario 2 -\$0.20 sqft- minimum charge \$19.80

Scenario 3- \$0.37 sqft- minimum charge \$19.80

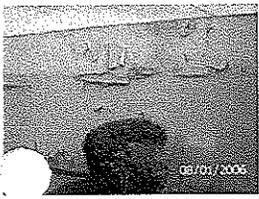
Scenario 4- \$8.00 trip charge (sqft N/A)

CITY OF xxxxxx - August 2006

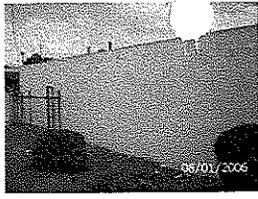
TYPE	Locations	Sq Ft Over 150(\$ .50/sf)	Cost	Cost Codes	Code	Cost
Paint	12	150	339	Public-Private/Paint & Additional Color	PP	22.00
Chemical	2		44	Public-Private/Chemical	PC	22.00
Blast	4		128	Public-Private/Water Blast	PW	32.00
Totals			511			

*Surface*

Release Auth.	Day of Month	Address No.	Street Name	Tag Type	Property Type	Sq. Ft.	Method	Code	Cost	Photo #
Y	1	2309 w	victory	n/a	private	100	paint	pp	22.00	1,2
n/a	1	718 e	olive	crew	public	10	waterblast	pw	32.00	3
Y	1		florence	crew	private	60	paint	pp	22	4,25
Y	1	557 e	cypress	n/a	private	80	paint	pp	22.00	5,6
Y	2	612 e	cypress	n/a	private	150	paint	pp	22.00	7,8
Y	2	2517 w	victory	crew	private	20	paint	pp	22	9,26
Y	3	400 n	avon	crew	private	10	waterblast	pw	32	10,27
Y	3		parish	n/a	private	25	paint	pp	22	11,12
Y	4	234 w	linden	n/a	private	25	paint	pp	22	13,14
Y	4	1020 n	lake	n/a	private	200	paint	pp	47	15,16
Y	7	500 n	sixth	gang	private	200	paint	pp	47	17,18
Y	7	3417 w	alameda	gang	private	5	waterblast	pw	32	19,35
Y	8		rose	crew	private	120	paint	pp	22	20,21
Y	8	121 n	parish	crew	private	200	paint	pp	47	22,23
Y	9	2643 n	brighton	crew	private	10	paint	pp	22.00	24,28
Y	9	542 n	buena vista	crew	private	5	chemical	pc	22.00	29,31
Y	9	2305 w	alameda	crew	private	5	waterblast	pw	32.00	30,32
n/a	9		pacific	crew	public	5	chemical	pc	22.00	33,34
						1230			511.00	



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06 Aug 1-9 002



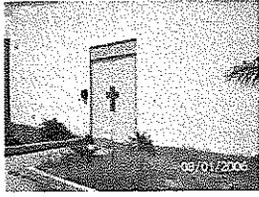
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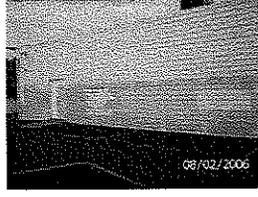
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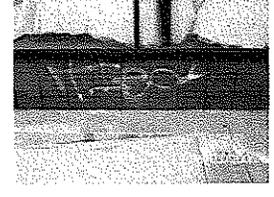
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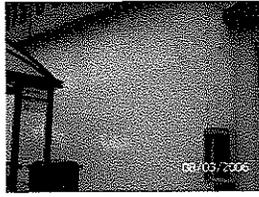
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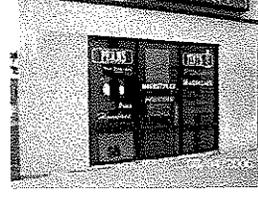
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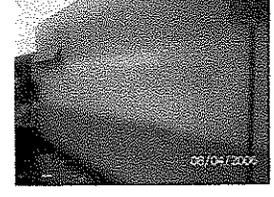
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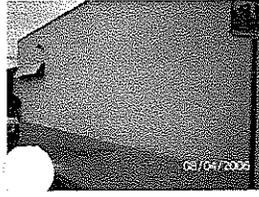
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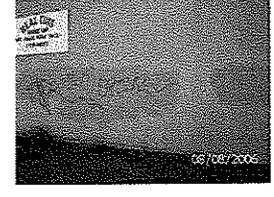
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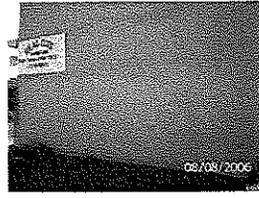
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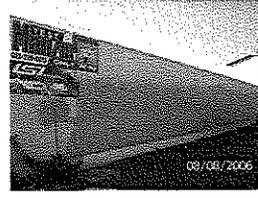
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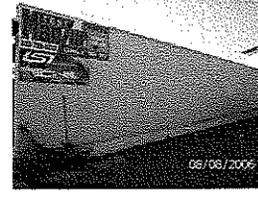
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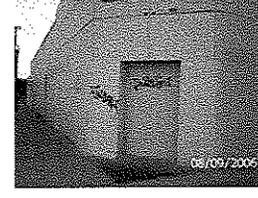
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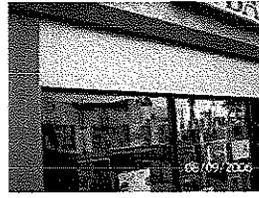
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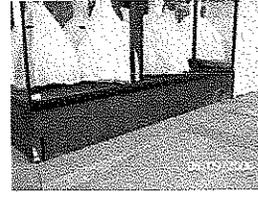
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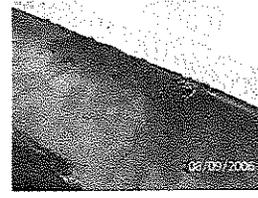
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06 Aug 1-9 031



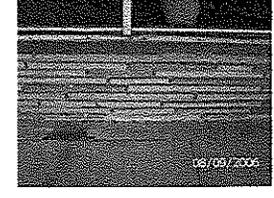
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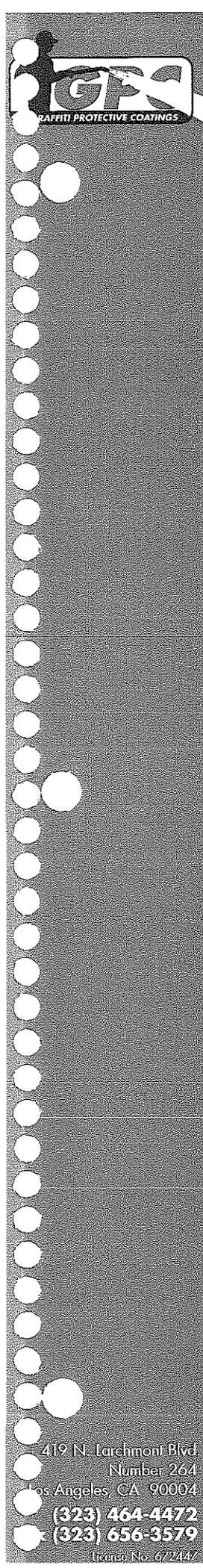
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06 Aug 1-9 034



06 Aug 1-9 035



# Invoice

Invoice Date	INVOICE #
8/9/2006	6032-707

<b>INVOICE TO:</b>
CITY OF XXXX FINANCIAL SERVICES DEPARTMENT P.O. BOX XXXXXXXXX XXXXXXXXXXXXXXXXXXXXXX

<b>JOB LOCATION</b>
AUGUST 2006 CITYWIDE GRAFFITI REMOVAL

<b>P.O. NO.</b>	<b>TERMS</b>
98871	Net 30

Worked Performed	Fee	Total Due
AUGUST 2006 - CITYWIDE GRAFFITI REMOVAL PUBLIC & PRIVATE PROPERTIES		0.00
PAINT	264.00	264.00
PAINT OVER 150 FEET	75.00	75.00
CHEMICAL	44.00	44.00
CHEMICAL OVER 150 FEET	0.00	0.00
BLAST	128.00	128.00
BLAST OVER 150 FEET	0.00	0.00

**Total Due: \$511.00**

Please enter invoice number on check and remit to:  
Graffiti Protective Coatings, Inc.  
419 N. Larchmont Blvd. #264  
Los Angeles, CA 90004



**CITY OF  
TUCSON**  
DEPARTMENT OF  
PROCUREMENT

August 15, 2006

Barry Steinhart, General Manager  
Graffiti Protective Coatings, Inc.  
419 N. Larchmont Blvd #264  
Los Angeles, CA 90004  
Fax: (323) 656-3579

*Sent via facsimile this day*

**Subject: RFP No. 061184 – Graffiti Abatement - Request for Clarification and Additional Information No. 2**

Dear Mr. Steinhart:

The City of Tucson is in receipt of your proposal submitted in response to Request for Proposal No. 061184 – Graffiti Abatement. In order for the evaluation committee to proceed with the evaluation of your proposal, it is requested that you provide clarification of and additional information about the following:

1. Explain the per square foot pricing and the differences between the per square foot pricing presented for each of the scenarios. Is the per square foot pricing included in the total dollar amount quoted for each scenario?
2. Explain the "minimum charge". When will the minimum charge apply? How is the minimum charge determined? Are there situations in which a minimum charge will not apply?
3. Explain the difference in Scenario 3 pricing between the proposal received in response to the RFP and the answers presented in response to the interview questions.
4. Clarify your understanding of the trip charge. When will it apply? Identify proposed procedures that may keep trip charges to a minimum.
5. Identify all charges that may be applied and clarify when these charges will be applicable.
6. Clarify whether or not charges for work performed as a result of DNR issued work orders will be the same as those that will apply for work performed as a result of the patrol.
7. Confirm your understanding of a DNR issued work order and its priority level in your workload.
8. Do you propose to employ office staff for your Tucson office? Identify the proposed office staff, their proposed working hours and their experience.
9. Per the Scope of Work, Section I. A. 5, the successful contractor may be required to work with community and volunteer groups. Summarize the firm's experience with working with the surrounding community, if any. Specifically, identify any experience working in cooperation with community and neighborhood organizations, volunteers and community service program participants. Clarify whether or not the firm is willing to work with these groups for special efforts and projects as coordinated and managed by DNR.

**DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING,  
STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION**

CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210  
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639

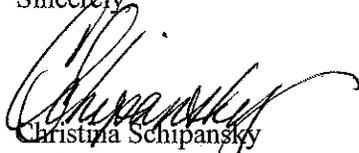
[www.tucsonaz.gov/procure](http://www.tucsonaz.gov/procure)



Please provide a written response to these issues to the City of Tucson, Department of Procurement no later than **Wednesday, August 15, 2006**. You may fax your response to me at (520) 791-4735.

Should you have any questions, please call me at (520) 791-4400 ext. 131.

Sincerely,



Christina Schipansky  
Senior Contract Officer

C: File No. 061184



**FACSIMILE TRANSMISSION**

DATE: AUGUST 16, 2006

TIME: 7:00 (PST)

NUMBER OF PAGES FOLLOWING: 3

**TO: MS. CHRISTINA SCHIPANSKY**

COMPANY: CITY OF TUCSON

FAX NUMBER: 520.791.4735

FROM: BARRY STEINHART (213)591-1153  
G P C, INC.

Re: RFP No. 061184- Graffiti Abatement

Response to August 15<sup>th</sup> request for clarification and additional information

Kindly contact me if you have any additional questions

FAX NUMBER FOR GRAFFITI PROTECTIVE COATINGS, INC. (323) 656-3579

419 N. Larchmont Blvd.  
Number 264  
Los Angeles, CA 90004  
**(323) 464-4472**  
**(323) 656-3579**  
License No. 672447

**RFP NO. 061184- GRAFFITI ABATEMENT****REQUEST FOR CLARIFICATION AND ADDITIONAL INFORMATION NO. 2****Q1: Explain per square foot pricing.**

The August 10<sup>th</sup> response that addressed square foot pricing was a calculation based on dividing "scenario" price by "scenario" square footage.

GPC bases total square footage on only the area that is abated. The square foot pricing varied per each "scenario" due to the varying time and materials needed to complete each "scenario".

The square foot price is not in addition to the minimum charge.

**Q2: Explain "minimum charge".**

A "minimum charge" exists for small jobs. The minimum charge applies when the square footage multiplied by the square foot cost is less than the pre-set minimum charge.

The smallest fee that GPC can charge and still make a profit determines the minimum charge.

The minimum charge does not apply when the cost per square foot multiplied by the square footage to be cleaned exceeds the minimum charge.

**Q3: Explain Scenario 3 pricing.**

The prices in the original RFP were based on "scenario" job cost. The August 10<sup>th</sup> response was a calculation of dividing "scenario" job cost by "scenario" square feet.

**Group 1 Scenario 3**

\$42.80/240 square feet = \$0.1783 per square foot

Rounded to \$0.18 per square foot, no minimum charge applies

**Group 2 Scenario 3**

\$88.00/240 square feet = \$0.3667 per square foot

Rounded to \$0.37 per square foot, no minimum charge applies

Group 2 pricing is higher than Group 1 pricing, because cleaning unpainted concrete block is more complex and time consuming than painting.

**Q4: Clarify trip charge.**

The trip charge will be the fee that GPC charges to respond to a DNR service request in which it is discovered that the graffiti has already been abated. The fee covers GPC's cost to respond, document, and photograph the request. This scenario is the only one where GPC would make use of a trip charge.

As GPC responds to service requests within 24 hours, most same day, the amount of incidences where graffiti is abated prior to GPC arriving will be minimal.

**Q5: Identify all charges.**

GPC has no hidden fees or charges. GPC also has no additional administrative or unanticipated fees or charges. GPC only bills for the actual work performed based upon the pricing schedule agreed upon with the City.

**Q6: Clarify DNR work order costs.**

The cost for a DNR work order is the same as the cost for a removal completed during a patrol.

**Q7: Confirm DNR work order priority level.**

Work orders from the DNR have highest priority. The DNR work orders will take precedence to the patrolled routes. GPC understands that a DNR work order was issued because someone (resident, City staff, business owner, etc.) is concerned with a specific graffiti incident. Having your property vandalized is an unsettling event and many people feel violated by this act. GPC wants to make getting tagged an insignificant event by fast, courteous, and professional removal. Therefore, upon receiving a work order, GPC techs will immediately schedule and complete the work orders. All other work spotted on the route will be noted by the GPC techs and completed after all work orders have been finished.

The only exception is when the tech arrives at a work order and finds adjacent properties tagged. In this scenario, the tech will clean the entire immediate area.

**Q8: Identify office staff.**

GPC will assign Sandy Corbett to the Tucson office. Sandy has 5 years with GPC and 23 years total experience as an office manager. GPC utilizes a service called "Go To My PC" where the main computer can be accessed from other computers. Through "Go To My PC", e-mails, and faxes, GPC office staff can operate seamlessly from any location.

GPC has learned that the City is in the process of setting up and creating new procedures and systems to organize and manage their graffiti program. On account of this, Sandy will work closely with DNR staff in organizing, streamlining, and documenting the graffiti program. GPC feels that Sandy's expertise will be invaluable to the City. Sandy has expressed a strong desire to relocate to Tucson and since GPC can utilize Sandy just as efficiently out of Tucson as Los Angeles, GPC will give strong consideration to keeping Sandy in Tucson on a permanent basis.

Regular office staff hours will be 8 am to 4 pm, Monday to Friday. City staff will have the direct line for Sandy, as she is available to the City after normal business hours.

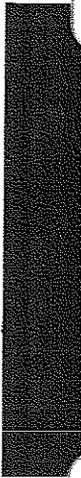
**Q9: Working with volunteers and community groups.**

In every city there is always a group of highly active people in the community. Since these are the people that often attend council meetings, communicate with City staff on a regular basis, and can have the greatest impact on public perception, GPC works very hard to satisfy these people.

GPC has been diligent at attending and participating in neighborhood clean-ups. From Long Beach to Las Vegas, participation in cleanups is vital for community goodwill. GPC's approach at all these events is to allow the organizers to use GPC as a vital tool in their clean-up goal. GPC techs are always the first volunteers to arrive and the last to finish working. GPC always lets the organizers be the "generals" and lead the event, while GPC techs act in the capacity of their most loyal "soldiers".

GPC cannot use "sentenced" workers in our trucks for any occasion. Besides liability and quality issues, lack of experience and attitude problems are demoralizing and frustrating for GPC techs. However, GPC has no problem participating in an event that uses such workers.

The City can count on GPC to volunteer, cooperate, and participate in any and all events sponsored by the DNR. In fact GPC staff often assist their customers in non-graffiti related events helping with set-up, staffing, and clean up. The City will see that GPC cares about the community and is always available for DNR staff.



## Group 2- Media Blasting

### Method of Approach

#### Overview

The keys to a successful graffiti removal program are fast response, removal of all graffiti, and removal methods that leave no traces that the graffiti ever existed. Graffiti breeds more graffiti, and fast professional removal will allow to the City of Tucson (City) to control this problem. Graffiti Protective Coatings, Inc. (GPC) specializes in these services with its "Zero-Tolerance Program". Under GPC's proven program *each and every truck and technician is fully equipped and trained to remove all graffiti.*

GPC performs thorough and complete removal, leaving no traces of the past graffiti. Details are not overlooked. All graffiti at sites are removed no matter how small including but not limited to: walls, sidewalks, signs, curbs, windows, phones, hydrants, concrete light poles, steel light poles, roofs, sewer lids, vents, gutters, trees, trash cans, parking bumpers, doors, railings, garage sale signs, stickers, mailboxes, banners, etc.

GPC is planning to divide the city into three geographic zones if approved by the Department of Neighborhood Resources program manager (DNR). Each Zone will have its own truck and crew specializing in that area. By dividing the City into zones, GPC gains efficiencies of drive time creating faster response times; more specific knowledge of neighborhoods, "hot spots", and color matches creating better consistency; and the technicians are more accountable for the appearance of their zone creating higher quality.

GPC's average rate of removal will be in excess of the minimum 90 square feet per hour requested in the RFP. GPC has thoroughly reviewed the RFP and will comply with all provisions as called for in the "Scope of Work" section.

#### Equipment

GPC will provide a minimum of 4 rigs *exclusively* for the City. Three trucks will be used for the three zones and the fourth truck will be a project manager's truck and will also be used as a back up. The trucks will be a mix of new or late model long bed 3/4-ton pick-ups and 12 foot 1 ton stakebed trucks. All trucks are fully equipped and self contained for all aspects of graffiti removal. Graffiti locations often require multiple techniques of hot water cleaning, chemical removal, and painting.

GPC's equipment is of the highest quality and all the trucks are specifically customized and designed for GPC graffiti removal techniques. GPC currently has all the equipment needed to fulfill this contract.

Trucks possess spray bottles, abrasive and non-abrasive sponges, towels, bags of baking soda, baking soda blasting attachment for wet blasting, plastic sheeting, 4 sizes of pressure washer tips, 100 extra feet of pressure washer hose, 3 different graffiti removers, blue painter's tape, razor blades, spray gun and wand, and quick connectors.

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Mounted on the trucks are dual strobe lights. The trucks possess a "Men Working" flag sign as well as enough cones to comply with WATCH handbook requirements. Inside the trucks are caution tape, respirators, first aid kits, MSDS sheets, safety equipment, and tools for repairs.

### **Truck Identification**

All GPC trucks will have the permanent vinyl GPC logos on the doors with the local Tucson phone number. Backs of the trucks will have permanent reflective decals stating "MANY STOPS DO NOT FOLLOW". Since the trucks will be exclusively used for the City, GPC will place permanent 8-inch vinyl logos "Under Contract with the City of Tucson" on driver and passenger doors under the GPC logo (Magnets will not last). If the vehicles are ever temporarily used for purposes other than for the City, "City of Tucson" will be covered with blue painter's tape.

### **Photo Equipment**

GPC currently utilizes and documents graffiti removal for some of its clients. GPC uses digital 3.2 megapixel Kodak cameras that provide photo numbers as well as a date and time stamps. The memory card used is a 512 mb Sandisk. At the end of the month or just prior to the memory card filling up (whichever comes first), the memory card is downloaded to a CD-R disk. The memory card is then deleted and reused.

Each month GPC provides the City billing as well as an excel spreadsheet of all work completed during that month. The spreadsheets provide several columns of data such as address, method, cost, etc. One of the columns is labeled "Photograph Numbers", which will have the corresponding before and after photograph numbers for that location. In addition to e-mailing the photographs to the City, GPC also provides a labeled CD of the photographs as well as thumbnail color printout of all photos taken that month (35 pictures per page). All photo information is easy to file and the currently used GPC photo program makes referencing and accessing photos very easy.

GPC's experiences with digital cameras have put the average lifespan of a heavily used digital camera at approximately one year. Therefore GPC keeps a spare camera in each truck that is Sandisk memory card compliant.

### **Size of Graffiti In Photos**

GPC will utilize a red yardstick that it will place in all photos for reference.

### **Address Documentation**

As mentioned in the photo equipment section, GPC will provide the City an excel spreadsheet for each billable month. The columns on the spreadsheet are as follows: Date, Address, Method, Square Footage, Tag Type, Property Type, Cost, Photograph Numbers.

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### Sample Spreadsheet Set-up

Date	Address	Method	Square Ft.	Tag Type	Prop Type	Cost	Photo #
07-01-06	123 Main	Paint	20	Crew	City	\$20	16, 17

To view the *address of a particular photograph*, simply cross-reference that month's spreadsheet. Note that all photos are time and date stamped.

To view the *photograph of a particular address*, simply cross-reference the thumbnail photo printouts for that month or the photo summary sent via e-mail.

### Method Determination

On most all previously painted surfaces (with the exception of *some* semi-gloss, gloss, oil based, powder coated, and anti-graffiti coated surfaces) the best method of removal is to prep and repaint graffiti affected areas with exact color matches. For the few exceptions listed in parentheses above, GPC possesses a graffiti remover that erases the graffiti without damaging the finish or color of those surfaces.

The choices for applying the graffiti removal touch-up paint are brush, 6" mini roller, 9" standard roller, or airless sprayer. If the area to be painted is less than 1 square foot, most likely a brush will be used. If the area to be painted is more than 1 square foot and less than 25 square feet a mini roller will be used. If the area to be painted is over 25 square feet or is extremely porous such as certain stucco finishes or painted block walls where the roller does not easily fill the grout areas, then GPC will use an airless sprayer. If wind conditions or surroundings dictate a sprayer cannot be used, then a standard 9" roller will be used.

### Methods

Preparation (prep), which includes adjacent surface protection, are vital in professional removal and will be discussed in the subsequent headings.

It is important to note that GPC uses only quality name brand paint to prevent color fading, obtain better coverage, and prevent adhesion problems. All 32 colors in every truck are the same and do not change. Therefore future touch-ups are always perfect and trucks can be interchangeable.

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### **Preparation**

Before the touch-up paint can be applied, the surface must be clean (GPC has pressure washers on each truck). A scraper will be used to remove loose or flaking paint. Finally if the graffiti is from a marker or dark spray paint on a light color, the graffiti will be "killed" with a primer. It is required to use a primer in these instances, otherwise many rapid coats of paint will have to be applied which will lead to adhesion problems and will distort the texture of the surface

### **Adjacent Surfaces Protection**

GPC utilizes drop cloths to protect the ground and landscaping from drops or spills. If vehicle(s) are too close to the work area, GPC techs will try to locate the vehicle owner(s) so that it will be moved, come back later in the day, reschedule with permission from the DNR, or cover the vehicle(s) with plastic sheeting. Techs are well trained and highly skilled which greatly limits the possibilities of adjacent surface damage. Plastic sheeting and tape is in every truck and will be used when necessary.

Extreme care and diligence is always utilized when using airless sprayers and graffiti removers to avoid overspray of cars, personal property, and pedestrians. During the past 16 years GPC personnel have removed millions of tags with not one claim of overspray, injury, or any other complication for any of our clients.

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### Address Documentation

As mentioned in the photo equipment section, GPC will provide the City an excel spreadsheet for each billable month. The columns on the spreadsheet are as follows: Date, Address, Method, Square Footage, Tag Type, Property Type, Cost, Photograph Numbers.

### Sample Spreadsheet Set-up

Date	Address	Method	Square Ft.	Tag Type	Prop Type	Cost	Photo #
07-01-06	123 Main	Blast	20	Crew	City	\$20	16, 17

To view the *address of a particular photograph*, simply cross-reference that month's spreadsheet. Note that all photos are time and date stamped.

To view the *photograph of a particular address*, simply cross-reference the thumbnail photo printouts for that month or the photo summary sent via e-mail.

### Method Determination

Professional graffiti removal on unpainted surfaces calls for complete graffiti removal with minimal or no damage to the underlying surface. Since surfaces and types of "tags" vary, it is vital for the graffiti removal professional to have an array of products and equipment to best eradicate the graffiti.

GPC techs follow a process utilizing various methods and products. First, the tech will attempt to remove the graffiti with simply hot water (180 degrees). This straightforward "steam cleaning" method removes many types of graffiti from various surfaces with absolutely no damage to the underlying surface. This method also preps the surface for GPC's variety of environmentally friendly biodegradable removal products. Graffiti removers are designed for different surfaces (porous, non-porous, delicate). Upon completion of the graffiti remover treatment, 95% of all tags will have been removed. Once again no damage will have been caused to the underlying surface. For the remaining 5% of tags that do not completely respond to this process, baking soda blasting is used. Baking soda is the most abrasive method besides silica sand, however our techs will utilize their skills to limit surface damage.

## **Qualifications and Experience**

### **History of the Firm**

Graffiti Protective Coatings, Inc. (GPC) was based on an award winning business plan at the University of Southern California in 1990 that relied on a formula of constant research and development in techniques, equipment, and products; a highly skilled well paid labor force of problem solving, ever improving, self motivated individuals; and the use of multiple satellite locations. GPC has stayed true to its business plan. Its products, equipment, and techniques are the most advanced in the industry. Staff expertise, consistency, and professionalism continue to grow. Lastly, multiple localized warehouses have created tremendous efficiencies.

GPC has over 600 public and private clients and presently cleans over 300,000 locations and 10,000,000 square feet of graffiti annually. GPC ownership also own American Graffiti, Inc., Nevada's largest graffiti removal contractor. Combined contracts of the companies exceed \$3,000,000 annually. More importantly, GPC has never had a contract terminated or failed to successfully complete a contract.

GPC has three types of clients. These include municipalities such as cities of Torrance, Long Beach, and Burbank; government agencies such as the Department of Motor Vehicles, Natural History Museum, and Los Angeles Unified School District.; and private customers such as Disney, Citigroup, and the University of Southern California.

GPC can remove graffiti from *any surface* leaving no trace of graffiti, and our skilled and efficient personnel can perform these tasks at an extremely fast speed. GPC standards include 24 hour 7 day a week availability, 98% minimum color match quality, 1 hour or less response to emergency service requests, proactive zero-tolerance patrols, and **always** exceeding the specifications of the scope of work.

### **Key Personnel**

Key personnel for this proposal are Barry Steinhart, Mike Kightlinger, and Carla Lenhoff

#### **-Barry Steinhart**

Barry Steinhart has 16 years experience in graffiti removal and has a degree from the University of Southern California. He was instrumental in the development of many of GPC's graffiti removal techniques, pioneered the use of sacrificial anti-graffiti coatings, and developed the company's zero-tolerance graffiti program. He created a simple system of field color matching and the 98% minimum color match program. Barry will be directly involved with all facets of this contract and will relocate to Tucson for its set-up and implementation. The level of service and quality of work performed under Barry's leadership is outstanding. Barry works very hard to be responsive, consistent, detailed, professional, and exceptional. His history is verifiable and irrefutable and always wishes to be judged more by his actions over GPC's 16 year history of successful projects verified through references rather than by words on a piece of paper.

### **-Mike Kightlinger**

Mike Kightlinger has 11 years experience in graffiti removal and has a degree from the University of Colorado. He improved Barry's non-abrasive blasting system techniques, helping to create GPC exclusive sodium bicarbonate (baking soda) attachments. He successfully organized and directed a 72 hour, 18 truck effort to remove graffiti from 73 linear miles of heavy graffiti. Mike specializes in large scale, high difficulty projects. His extensive experience also includes the knowledge and skill to completely rebuild pressure-washing equipment. With parts readily available, equipment downtime is not a factor for GPC. Mike is highly motivated, obsessed with quality, and has a reputation as being tireless.

### **-Carla Lenhoff**

Carla is the President of the company with 14 years experience in the graffiti removal industry. Carla has a degree from the University of Texas. Carla created the company's culture of unprecedented customer service, which she brought with her after serving as store director of Escada Corporation in Beverly Hills. Carla makes all new hires seeking people that possess the "intangibles". GPC has experienced consistent growth under her leadership, amassing diversified and loyal clientele. Carla will insure that all administrative tasks relating to this contract are seamlessly fulfilled.

### **Training**

GPC offers employee's good pay, thorough training, and the best possible equipment. New hires at GPC must have a clean driving record, pass a drug test and background check, and meet GPC's extremely high minimum standards. New staff members train for 1 year as an assistant until getting the chance (upon merit) to take on the responsibility of one of GPC's routes. During training they not only learn how to become skilled professionals at graffiti removal, but also how to recognize hazards. All GPC personnel will wear GPC uniforms, reflective safety vests, and will have cell phones for immediate and direct communication.

Training includes how to match colors, proper use and repair of all equipment, working with varying graffiti removers, appropriate use of blasting attachments, recognizing hot spots and areas of importance, the best times to attack various locations, and communicating with citizens and City staff.

GPC has a flawless safety record. GPC utilizes environmentally friendly biodegradable materials and techniques and will adhere to all Local, State, and Federal rules and regulations. GPC has an appointed Safety Officer who put together our extensive Injury and Illness Prevention Program. Some highlights of our Program in which all of our employees are trained include MSDS knowledge, driving techniques, personal safety gear protection, proper use of tools and equipment, hazard communication practices, recognizing potential hazards, and job site safety.

New employees also learn the importance of quality. Quality control is the responsibility of every GPC staff member. Quality of the removal is to be the highest standard, and also all graffiti removal must be 100% completed. Attention is directed at the importance of experience, details, and ethics. GPC accepts and performs only "excellent" quality from its staff and that is the standard that the City will receive from GPC.

**References**

CITY OF BELL

6330 PINE AVE.  
BELL, CA 90201

CITY OF TORRANCE

20500 MADRONA  
TORRANCE, CA 90503

CITY OF LONG BEACH

1601 SAN FRANCISCO AVENUE  
LONG BEACH, CA 90813

UNIVERSITY OF SOUTHERN CALIFORNIA

941 W 35<sup>TH</sup> STREET  
LOS ANGELES, CA 90089-0631

**Subcontractors**

Subcontractors, prison labor, or juvenile detention labor will not be used.

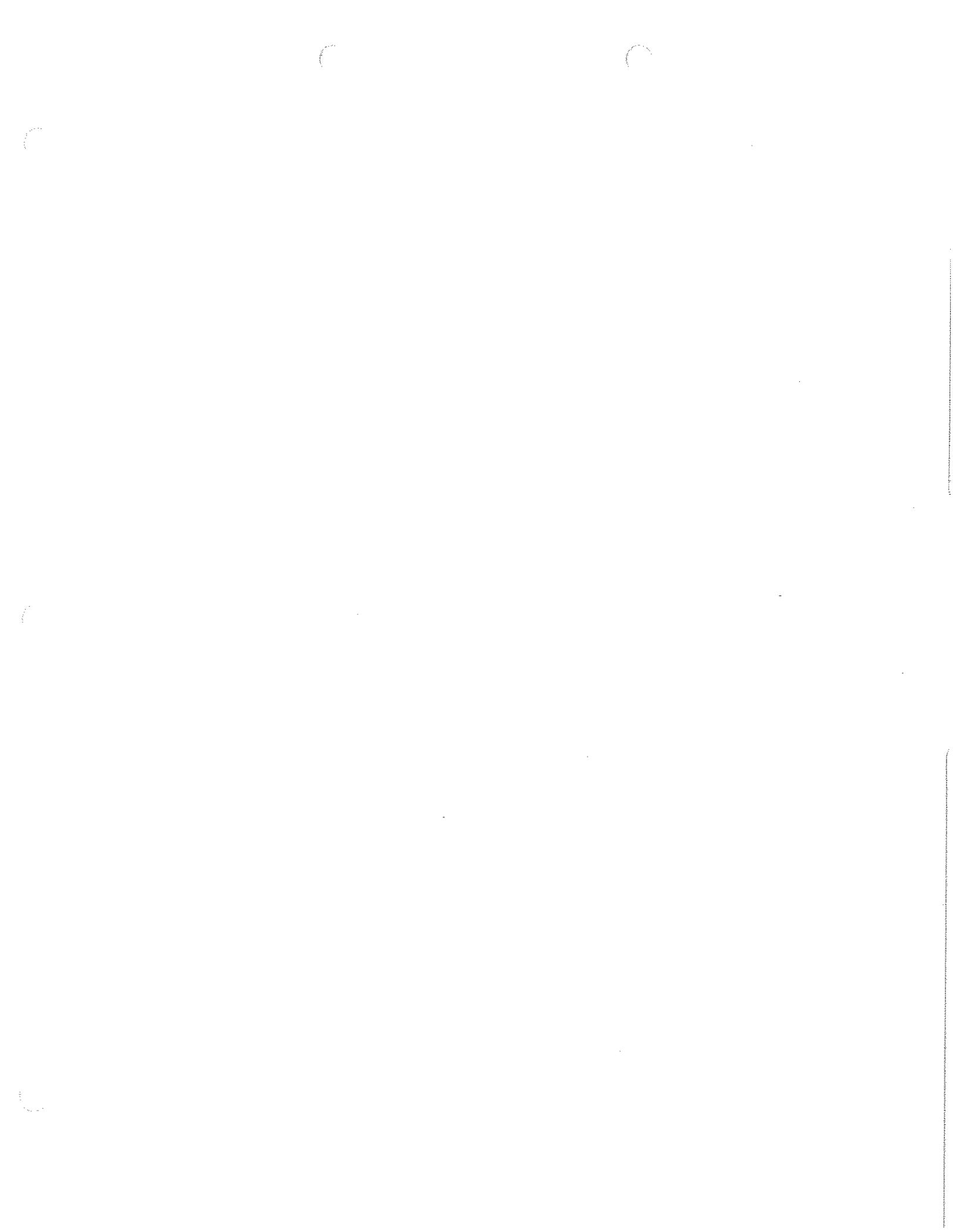
**Emergency Responses**

GPC has a proven 16 year history of providing 24 hour 7 day a week service. GPC understands priorities and meeting all the request of its customers no matter what the day or hour. The City will have direct cell phone lines to the project manager, the assistant project manager, the President of GPC, as well as the 24-hour answering service that will be linked to the local office. GPC guarantees a 1-hour or less response to all emergency requests.

**Local office**

Upon award notification, GPC will open an Arizona office in central Tucson with local phone and fax lines. Just like clients in Nevada benefit from their local office in Las Vegas with the backing of a strong corporate office, the same would hold true for the Tucson office. Staff, trucks, and equipment will be based in Tucson. With GPC, the City benefits from its ability to do business with one of the finest and largest professional graffiti removal companies in the country. GPC's proven history will provide the City the knowledge and comfort that the resources of fully equipped trucks and corresponding highly trained and experienced staff are in place and ready for immediate service.

It should be noted, GPC attended the prebid conference and the ride along with the current contractor. Currently, for GPC staff in the city of Pomona to drive to the city of Torrance in Los Angeles County it takes 2 to 2.5 hours (no flights available). Tucson is 2 hours from Los Angeles and 1 hour from Las Vegas. So whether its Torrance or Tucson, the City should be confident that GPC would significantly improve the City's appearance with our high quality work, proven zero-tolerance approach, 24-hour response to standard requests, and 1 hour or less response to emergency requests.



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# CITY OF TUCSON

## NOTICE OF REQUEST FOR PROPOSAL

**REQUEST FOR PROPOSAL NUMBER:** 061184

**MATERIAL OR SERVICE:** GRAFFITI ABATEMENT

**PROPOSAL DUE DATE:** JUNE 23, 2006, AT 4:00 P.M. LOCAL AZ TIME

**PROPOSAL SUBMITTAL LOCATION:** DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6<sup>TH</sup> FLOOR, TUCSON, AZ 85701

**PRE-PROPOSAL CONFERENCE DATE:** JUNE 13, 2006  
**TIME:** 2:30 P.M., LOCAL AZ TIME  
**LOCATION:** CITY HALL, ATTORNEY'S CONFERENCE ROOM  
255 W. ALAMEDA, 7<sup>TH</sup> FLOOR  
TUCSON, AZ

This solicitation and possible future amendments may be obtained from our Internet site at: [www.cityoftucson.org/procure](http://www.cityoftucson.org/procure) by selecting the Bid Opportunities link and the associated solicitation number.

Internet access is available at all Tucson - Pima Public Libraries. Any interested offerors without Internet access may obtain a copy of this solicitation by calling (520) 791-4217, or a copy may be picked up during regular business hours at the Department of Procurement, 255 W. Alameda, 6<sup>th</sup> Floor, Tucson, AZ.

The City of Tucson takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Failure to submit amendments with the solicitation response may be grounds for deeming a submittal non-responsive.

If you experience any problems receiving this Request for Proposal, please call (520) 791-4217 or (520) 791-4704.

CS/sd

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# CITY OF TUCSON

## NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 061184  
PROPOSAL DUE DATE: JUNE 23, 2006, AT 4:00 P.M. LOCAL AZ TIME  
PROPOSAL SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6<sup>TH</sup> FLOOR, TUCSON, AZ 85701

MATERIAL OR SERVICE: GRAFFITI ABATEMENT

PRE-PROPOSAL CONFERENCE DATE: JUNE 13, 2006  
TIME: 2:30 P.M., LOCAL AZ TIME  
LOCATION: CITY HALL, ATTORNEY'S CONFERENCE ROOM  
255 W. ALAMEDA, 7<sup>TH</sup> FLOOR  
TUCSON, AZ

CONTRACT OFFICER: CHRISTINA SCHIPANSKY  
TELEPHONE NUMBER: (520) 791-4400 EXT. 131  
CHRISTINA.SCHIPANSKY@TUCSONAZ.GOV

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of the solicitation and any future amendments may also be downloaded from the City of Tucson Procurement Department Internet site at: [www.cityoftucson.org/procure](http://www.cityoftucson.org/procure) by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

CS/sd

PUBLISH DATE: JUNE 2, 2006

## INTRODUCTION

The City of Tucson is seeking proposals from qualified firms for graffiti abatement services for the Department of Neighborhood Resources.

Work shall be performed at a variety of locations within the City limits. Locations shall include, but not be limited to, City-owned property, privately owned property for which permission to enter has been obtained and property owned by other government agencies.

The Department of Neighborhood Resources (DNR) will conduct a quarterly review of contract performance for the first term of the contract, at a minimum. Modifications to the Scope of Work agreed upon by the City and the Contractor may be made following the quarterly review.

Graffiti removal methods may include painting, abrasive removal techniques and other methods proposed by the Contractor and approved by the City. Graffiti removal methods shall not harm, deface or mark the surface.

The successful Contractor(s) shall undergo a training period at the inception of the contract term. The successful Contractor(s) will shadow the current Contractor for a period to be mutually agreed upon by the DNR Program Manager, successful Contractor(s) and the current Contractor.

The City requires a minimum graffiti abatement rate of sixty-five (65) to ninety (90) square feet per hour.

Months of graffiti abatement activity history is provided in Attachment B. This information is provided for informational purposes only and is not a guarantee of volume of service.

Award shall be made to the offeror whose proposal is deemed to be most advantageous to the City. This contract shall be awarded by group: Group 1 – Painting and Group 2 - Media Blasting. Offerors may submit a proposal for one group or both groups. Additionally, this contract shall be awarded by position. The most offeror whose proposal is deemed to be most advantageous for each Group will be position one and the second most advantageous offeror for each Group will be position two. Work under this contract will be completed by the Contractor in position one unless a conflict in scheduling exists in which case work will be assigned to the Contractor in position two.

## SCOPE OF WORK

### I. CONTRACTOR'S RESPONSIBILITIES – GROUPS 1 AND 2

#### A. Work Assignments

1. The Contractor shall contact the DNR Program Manager one time per day, five days per week (Monday through Friday) at a mutually agreed upon time to discuss the Contractor's schedule for the day, pending work orders, areas to be maintained and areas to be inspected for approval. Weekend work orders will be assigned on Friday.
2. The Contractor shall receive work orders from the DNR Program Manager via electronic mail or facsimile, as agreed upon by the DNR Program Manager and the Contractor.
3. Upon receipt of a work order, the Contractor shall inspect the location and determine the method of removal that will maintain the integrity of the surface.
4. The Contractor shall provide services within twenty-four (24) hours of issuance of work orders. In the event that a site cannot be abated within twenty-four (24) hours due to inclement weather, size of the site or any other reason, the Contractor shall notify the DNR Program Manager with the status of the site prior to the end of the twenty-four (24) hour timeline.

5. Work may be assigned as a targeted area graffiti removal. As directed by the DNR Program Manager, the Contractor shall be assigned to scheduled visits to specified sites, neighborhoods or corridors. The Contractor may be required to work with a site, neighborhood or corridor liaison in addition to the DNR Program Manager.
6. The Contractor shall meet with the DNR Program Manager one time per week at a mutually agreed upon time to discuss program status and issues.
7. The DNR Program manager or the Tucson Police Department may designate sites as needing an emergency response. An emergency work order will be issued immediately. Emergency response sites will have first priority and may require abatement on the same day. During emergency abatements, additional work orders may be assigned to the Contractor in second position.
8. The Contractor shall deliver completed work orders to the DNR Program Manager via electronic mail, facsimile, mail or in person on or prior to the first working day of the month following the assignment of the work order. Accommodations for special projects may be made.
9. The Contractor shall send one crew to each job site. Additional crews may be assigned to a work site only with prior written approval from the DNR Program Manager. In the event of an emergency designated by the DNR Program Manager, the DNR Program Manager may verbally authorize the use of more than one crew at any one site.
10. Work on private property shall not be performed without a Consent Form signed by the owner unless authorized by the DNR Program manager. A sample of the Consent Form is provided as Attachment A. The Contractor shall obtain the signature of the property owner on the consent form prior to beginning work. Original consent forms shall be returned to the DNR Program Manager on a weekly basis and are property of the City. The City will maintain a database of Consent Forms.
11. In the event that the Contractor identifies graffiti in close proximity to the site designated on the work order or in the targeted area graffiti removal boundaries, the Contractor shall attempt to contact the DNR Program Manager for abatement approval. In the event that the Contractor is unable to reach the DNR Program Manager, the Contractor shall abate the graffiti and submit documentation and an invoice for the work as if in possession of a work order.

## **B. Description of Work**

1. The method of removal shall not leave shadows or ghosts and shall not follow the pattern of the graffiti such that letters or shapes remain apparent on the surface after the graffiti markings have been removed.
2. Unless otherwise approved by the DNR Program Manager, graffiti shall be removed so that the area surrounding it constitutes a box, circle or other geometric shape to minimize the appearance of shadows or ghosts.
3. The Contractor shall protect the surfaces adjacent to the area to be abated.
4. The Contractor shall abate the entire surface in the event that the graffiti covers a significant area of the surface. The DNR Program Manager shall determine whether or not an entire surface will be abated on a case by case basis.
5. In the event that the Contractor arrives on site to find the graffiti has been abated, the Contractor shall notify the DNR Program Manager and submit photos of the abated location. The Contractor may assess a trip charge for sites that have been abated prior to the Contractor's arrival.
6. The Contractor shall ensure protection of the work area at all times including, but not limited to:
  - a. Barricading the area of work at distances, so as not to allow persons who are not involved with the abatement into the area.
  - b. Barricading area for work performed within the public right-of-way.
  - c. Using warning signs and sidewalk and street cones to inform the public of work being conducted.
  - d. Immediately correcting damages to the work site.
  - e. Leaving work in undamaged condition.
  - f. Providing signs to protect the finishes and the public.

7. The Contractor shall remove all equipment and materials from each site and leave the site broom clean at the end of each workday.
8. The Contractor shall dispose of all material containers and excess materials in accordance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements. Material rinse residue shall be collected and disposed of appropriately.
9. The Contractor is responsible for obtaining and purchasing any water necessary for abatement. Water is available at fire hydrants throughout the City. The Contractor is responsible for obtaining all necessary permits, fittings and water meters that may be required by the City.

#### **C. Photographic Documentation of Work**

1. The Contractor shall produce photographs of the location before work is performed and after work has been completed. Photographs shall be electronically labeled with the date the photos are taken.
2. Photographs shall document the size of the area of graffiti to be abated. Photographs shall also document the address of the location of the graffiti.
3. Photographs may be submitted to the DNR Program manager in one of two forms:
  - a. Via electronic mail
  - b. Hard copies secured to a hardback surface and labeled with the work order information.

#### **D. Personnel**

1. Contractor shall designate one specific individual to oversee and inspect work performed by Contractor's personnel assigned to this contract. The designated representative shall be immediately available during work activities to receive communications from the DNR Program Manager.
2. Contractor shall make the designated representative available to accompany the City Representative to inspect sites and/or work upon twenty-four (24) hours notice.
3. An alternate representative shall also be available within the Tucson metropolitan area in the event that the primary representative is unreachable in the event of an emergency.
4. The Contractor shall utilize only trained, competent employees in the performance of this contract. At the request of the City, the Contractor shall remove from assignment to this contract any incompetent, abusive or disorderly employee, whether supervisory or non-supervisory.
5. The Contractor's crews shall be in possession of a copy of the resulting contract and the MSDS for each product used in the performance of work at all times.
6. Any person assigned to this contract found to be in possession of and / or under the influence of intoxicants or narcotics shall be removed from assignment to this contract. This person may be subject to arrest and criminal prosecution.
7. Personnel employed by the Contractor shall be screened and are not to perform services under the contract without prior approval from the Contract Representative. All employees performing services must undergo a criminal background investigation prior to performing services under this contract.

#### **E. Equipment**

1. The Contractor's vehicles and equipment shall be neat in appearance and easily identified. Identification on the Contractor's vehicles shall consist of, at a minimum, company name and local telephone number in print no less than eight (8) inches tall.
2. The Contractor shall maintain its vehicles and equipment in safe and mechanically sound condition.
3. The Contractor shall provide all personnel, vehicles, materials, supplies and equipment necessary to perform services with the exception of paint that may be provided by the City.
4. The City may make storage space for the Contractor's vehicles, materials, supplies and equipment available.

#### **F. Compliance with Applicable Laws and Regulations**

1. Contractor shall perform all requirements under this contract in strict observance of and compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.
2. Contractor warrants that the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract.

#### **G. Use of Products**

1. Contractor shall ensure that all employees have immediate access to the Material Safety Data Sheet's (MSDS) for each product used in the performance of this contract.
2. Contractor shall be in compliance with all provisions of the Federal Hazard Communication Act.
3. All products used by the Contractor shall be manufactured products specifically intended for purpose for which they are being used. Contractor shall not devise any products of his/her own making for use under this contract. The use of all products shall be in strict conformance with the manufacturer's specifications.

#### **H. Protection of the Public and Damages to Existing Structures**

1. The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor.
2. The Contractor shall not permit placing or use of equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning devices.
3. The Contractor shall avoid damage to existing structures. In the event that a structure is damaged in the course of work, the Contractor shall be solely responsible for its repair or replacement.

#### **I. Invoices**

1. All invoices for work performed under this contract shall be submitted electronically in an Excel 2003 format or other format approved by the DNR Program Manager.
2. The invoice shall include the following:
  - a. Contract number
  - b. Purchase order number
  - c. Contractor's invoice number
  - d. Abatement site address
  - e. Work order number
  - f. "Before" and "after" photographs
  - g. Beginning and ending dates for services
  - h. Arrival and departure times for services
  - i. Beginning and ending mileage for travel to the site
  - j. Square footage removed for each method of removal
  - k. Total square footage removed
  - l. Number of gallons of removal product used per abatement
  - m. Unit cost, subtotals and total for invoice

#### **ADDITIONAL SPECIFICATIONS – GROUP 1 – PAINTING**

1. Subject to availability, the City will provide the Contractor with colors of paint for use on City property as defined by the DNR Program Manager.

2. The Contractor shall reasonably match existing painted surfaces using an approved paint palette provided by the DNR Program Manager. In the event that a private property owner provides matching paint, the Contractor shall use the paint provided by the property owner at the owner's property.
3. The Contractor shall not paint previously unpainted surfaces and finishes such as slump stone, split face masonry, stone, brick or concrete block unless painting is specifically requested by the property owner or DNR Program Manager. These specific requests shall be noted on the work order for the site.

### III. ADDITIONAL SPECIFICATIONS – GROUP 2 – MEDIA BLASTING

1. All chemical graffiti removal products shall be biodegradable and environmentally safe.
2. The Contractor shall perform all abrasive removal techniques so that the abatement area is blended into the adjacent surface.
3. Should one location require more than one removal technique and the total square footage of the abatement does not exceed one hundred (100) feet, the City shall not be charged the minimum charge for both techniques. The Contractor may charge the average of the minimum charges for the techniques used.
4. Should one location require more than one removal technique with one technique exceeding one hundred (100) square feet and the other not exceeding one hundred (100) square feet, the Contractor shall charge the per square foot rate for each technique. The Contractor shall not charge two minimum charges for any one location.

## INSTRUCTIONS TO OFFERORS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal 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 may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF PROPOSAL:**
  - A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
  - B. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the proposal.
  - C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
- E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
- F. Periods of time, stated as a number of days, shall be in calendar days.
- G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.

8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 4 copies (5 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office97 format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

**EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- C. The Offeror 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, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

**WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL"

with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. **LATE PROPOSALS:** Late proposals will be rejected.
  16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
  17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
  18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
  19. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.
  20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at [www.cityoftucson.org/procure](http://www.cityoftucson.org/procure) by clicking on Vendor Services.
  21. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.  
  
**AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
    - (1) waive any immaterial defect or informality; or
    - (2) reject any or all proposals, or portions thereof; or
    - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
23. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at [www.cityoftucson.org/procure](http://www.cityoftucson.org/procure) upon issuance of a Notice of Intent to Award or upon final contract execution.
  24. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
    - A. The name, address, and telephone number of the protestant;
    - B. The signature of the protestant or its representative;
    - C. Identification of the Request for Proposal or Contract number;
    - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
    - E. The form of relief requested.

## PROPOSAL EVALUATION REQUIREMENTS

### I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications & Experience
- C. Price Proposal

### II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

#### GROUP 1 – PAINTING

##### A. Method of Approach

1. Describe in detail the equipment proposed to be used in the performance of this contract including, but not limited to, vehicles, spraying equipment, compressors, etc.
2. Describe the manner in which your firm will identify that it is under contract with the City to perform services on its vehicles. Describe the media to be used to identify and how it will be removed from the vehicles and stored when the vehicles are not performing services for the City.
3. Describe in detail the firm's photo equipment. Describe the firm's back up plan should photo equipment fail. Describe the manner in which you will deliver photographs to the DNR Program Manager.
4. Describe the manner in which you will show the size of the area of graffiti in photographs, as required in the Scope of Work.
5. Describe the manner in which you will document the address of the graffiti in photographs, as required in the Scope of Work.
6. Describe in detail your process for determining the appropriate graffiti removal method at each site.
7. Describe in detail your methods for removing graffiti from the following surfaces:
  - a. Previously painted surfaces
8. Describe your methods for preparing the following surfaces for appropriate abatement:
  - a. Previously painted surfaces
9. Describe the manner in which you will protect surfaces adjacent to the abatement area.

##### B. Qualifications & Experience

1. Provide a brief history of the firm.
2. Provide resumes and/or biographies for all key personnel, who will be assigned to this contract.
3. Describe the training employees receive before beginning graffiti abatement work.
4. Provide at least three (3) references for work that is similar in scope to the Scope of Work of this contract.
5. If the use of subcontractors is proposed, provide information about the subcontractor and what service they will be providing.
6. Provide evidence that supports that after normal business hours (8:00 AM – 5:00 PM) emergency responses can be met.

##### C. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by \_\_\_\_\_ 1\_%, if payment is made within \_\_\_\_\_ 10\_ days.

3. a. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? NO
- b. Convenience Fee (if allowable, per Section 5.2.E of the Visa Operating Regulations) \$ \_\_\_\_\_

## **GROUP 2 – MEDIA BLASTING**

### **A. Method of Approach**

1. Describe in detail the equipment proposed to be used in the performance of this contract including, but not limited to, vehicles, spraying equipment, compressors, etc.
2. Describe the manner in which your firm will identify that it is under contract with the City to perform services on its vehicles. Describe the media to be used to identify and how it will be removed from the vehicles and stored when the vehicles are not performing services for the City.
3. Describe in detail the firm's photo equipment. Describe the firm's back up plan should photo equipment fail. Describe the manner in which you will deliver photographs to the DNR Program Manager.
4. Describe the manner in which you will show the size of the area of graffiti in photographs, as required in the Scope of Work.
5. Describe the manner in which you will document the address of the graffiti in photographs, as required in the Scope of Work.
6. Describe in detail your process for determining the appropriate graffiti removal method at each site.
7. Describe in detail your methods for removing graffiti from the following surfaces:
  - a. Unpainted slump stone
  - b. Unpainted concrete block
  - c. Unpainted wood
  - d. Previously painted surfaces
8. Describe your methods for preparing the following surfaces for appropriate abatement:
  - a. Unpainted slump stone
  - b. Unpainted concrete block
  - c. Unpainted wood
  - d. Previously painted surfaces
9. Describe the manner in which you will protect surfaces adjacent to the abatement area.

### **D. Qualifications & Experience**

1. Provide a brief history of the firm.
2. Provide resumes and/or biographies for all key personnel, who will be assigned to this contract.
3. Describe the training employees receive before beginning graffiti abatement work.
4. Provide at least three (3) references for work that is similar in scope to the Scope of Work of this contract.
5. If the use of subcontractors is proposed, provide information about the subcontractor and what service they will be providing.
6. Provide evidence that supports that after normal business hours (8:00 AM – 5:00 PM) emergency responses can be met.

### **E. Price Proposal**

1. Provide price proposal as requested on the Price Page attached herein.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by \_\_\_\_\_1\_\_\_\_%, if payment is made within \_\_\_\_\_10\_\_\_\_ days.
  - a. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? NO
  - b. Convenience Fee (if allowable, per Section 5.2.E of the Visa Operating Regulations) \$ \_\_\_\_\_

**III. GENERAL**

**A. Shortlist:**

The City reserves the right to shortlist the offerors on any or all of the stated criteria. However, the City may determine that shortlisting is not necessary.

**B. Interviews:**

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

**C. Additional Investigations:**

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

**D. Prior Experience:**

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

**E. Multiple Awards:**

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

#### MWBE PROVISIONS

THE MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE ("MBE/WBE") PROGRAM WAS ADOPTED ON AUGUST 5, 1996, AND AMENDED EFFECTIVE JANUARY 1, 2003 BY THE CITY OF TUCSON'S MAYOR AND COUNCIL. THE MBE/WBE PROGRAM AND POLICIES ARE CODIFIED IN CHAPTER 28, ARTICLE XIV OF THE CITY PROCUREMENT CODE. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS, VENDORS, SUPPLIERS AND OTHERS WHO ARE INTERESTED IN CONTRACTING WITH THE CITY OF TUCSON TO READ AND BECOME FAMILIAR WITH THIS SECTION OF THE CITY CODE. IN ORDER TO RECEIVE THE APPLICABLE PRICE PREFERENCE FOR GOODS, MATERIALS, AND GENERAL SERVICES IN ACCORDANCE WITH ARTICLE XIV OF THE TUCSON PROCUREMENT CODE, ALL CERTIFIED MBE/WBE FIRMS ARE REQUIRED TO SUBMIT A COPY OF THEIR MBE/WBE CERTIFICATE WITH THEIR BID OR PROPOSAL.

- 1. PRICE PREFERENCE FOR GOODS, MATERIALS/SERVICES OFFERED BY A CERTIFIED MBE/WBE:** In accordance with Article XIV of the Tucson Procurement Code, up to a seven percent (7%) price preference will be given to local certified minority and women-owned firms who submit a bid or proposal for goods, materials, and general services and are eligible to receive such preference based on disparity. In determining the lowest responsive and responsible bid or lowest fee proposal, any offer submitted by a local certified MBE/WBE firm shall be evaluated by reducing the price(s) of such offer by up to seven percent (7%) for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000), provided that the MBE/WBE is certified at the time of the bid opening or proposal due date. This adjustment shall be solely for the purpose of establishing the apparent low bidder or assigning fee points for proposal evaluation. The actual value of any contract award shall be the amount of the actual offer submitted by the MBE/WBE. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, MBE/WBE FIRMS MUST BE CERTIFIED PRIOR TO THE SUBMITTAL DUE DATE AND PROOF OF CERTIFICATION MUST BE PROVIDED WITH THE BID/PROPOSAL DOCUMENTS.**
- 2. PRICE PREFERENCE FOR JOINT VENTURES INVOLVING CERTIFIED MBE/WBE FIRMS:** In accordance with Article XIV of the Tucson Procurement Code, any qualified joint venture shall receive up to a seven percent (7%) price preference for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000) where MBE/WBE participation equals or exceeds thirty-five percent (35%) of the joint venture. The MBE/WBE joint venture partner must be responsible for a clearly defined portion of the work to be performed, and share in the ownership control, management responsibilities, risks and profits of the joint venture. The portion of the MBE/WBE joint venture partner's work shall be set forth in detail separately from the work to be performed by the non-MBE/WBE joint venture partner. The MBE/WBE joint venture partner's portion of the contract must be assigned a commercially reasonable dollar value and use its own employees and equipment. The bidder/offeree shall provide the city access to review all records pertaining to joint venture agreements before and after the award of a contract, to the extent reasonably necessary to assess compliance with this article. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, THE JOINT VENTURE MUST BE APPROVED PRIOR TO THE BID OPENING AND PROOF OF EEO APPROVAL MUST BE PROVIDED WITH THE BID DOCUMENTS.**

To be considered, the bidder/offeree must so state in writing with their submittal, their intention to perform the contract under a Joint Venture arrangement with a certified local MBE/WBE firm. Contact the Equal Opportunity Office at 791-4593 to apply for approval as an MBE/WBE Joint Venture.

#### DEFINITIONS

**Certified MBE or WBE** - A local disadvantaged business enterprise (DBE) minority or woman-owned business enterprise which has completed the certification application process for certification and has met the requirements set forth in Title 49, Code of Federal Regulations, Part 26 (49 CFR Part 26) - the United States Department of Transportation Office of Small and Disadvantaged Business Enterprise. All criteria and definitions relative to DBE and/or MBE/WBE certification shall be followed in accordance with 49 CFR Part 26 (and as it may be amended).

**Commercially Useful Function** - The performance of real and actual services in the discharge of any contractual endeavor. An MWBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

**Eligible Contract Relative to General Procurement of Goods, Services and Materials** - Any contract, unless otherwise precluded by law, for goods, materials, or general services of which the estimated cost exceeds the formal solicitation threshold, but does not exceed two hundred and fifty thousand dollars (\$250,000). Eligible Contracts do not include sole source contracts, petty cash purchases, small purchases, emergency purchases, contracts with nonprofit agencies, contracts for construction or construction services, contracts for professional services, contracts for architectural and engineering services, or contracts for non-competitive purchases, as provided under provisions of the City's Procurement Code.

**Joint Venture** - An association of two or more persons, partnerships, corporations, business enterprises or any combination of these entities, established to form a single business enterprise, but limited in scope and duration for the purpose of carrying out a business activity. The agreement establishing the Joint Venture shall be in writing. The MBE or WBE partner(s) must be responsible for a clearly defined portion of the work performed, which is set forth in detail separately from the work to be performed by the non-MBE/WBE partner, and which is assigned a commercially reasonable dollar value. Furthermore, the MBE/WBE's interest shall be based on sharing real economic interest in the venture, include proportionate control over management, interest in capital acquired by the Joint Venture and interest in earnings.

**Minority Business Enterprise (MBE)** - A local disadvantaged MBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more minority persons who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

**Woman-owned Business Enterprise (WBE)** - A local disadvantaged WBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more non-minority women who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

- 4. APPLICABILITY:** The seven percent (7%) price preference is available for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) is available for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000) provided that the MBE/WBE is certified at the time of the bid opening or proposal due date and eligible to receive such preference based on disparity. Bid preference percentages shall only be available to those MBE/WBEs where it is determined that there is significant underutilization.

**NOTICE: THE PROCESS OF BECOMING A CERTIFIED MBE/WBE FIRM BY THE OFFICE OF EQUAL OPPORTUNITY PROGRAMS TAKES SEVERAL WEEKS. PLEASE CONTACT THE OFFICE OF EQUAL OPPORTUNITY PROGRAMS AT 791-4593, IF YOU ARE INTERESTED IN MBE/WBE CERTIFICATION.**

## SPECIAL TERMS AND CONDITIONS

**1. INSURANCE:** The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Worker's Compensation Employer's Liability	Statute \$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage
Comprehensive Automobile Liability Insurance Including: (1) Non-Owned (2) Leased (3) Hired Vehicles	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

- 2. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 3. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. Attachment C lists the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. However, the parties agree that this list is subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

The successful Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
  2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
  3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
  4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
  5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
  6. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
  7. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
- CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
9. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by the City's Director of Procurement and persons duly authorized to enter into contracts on behalf of the Contractor.
  10. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
  11. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
  12. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
  13. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
  14. **FORCE MAJEURE:** Except for payment of 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. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, 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 when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**15. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals 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 amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated 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 the amount of the gratuity.

**16. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

**17. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

**18. INDEPENDENT CONTRACTOR:** It is understood that each party shall 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 party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

**19. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

**20. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

**21. 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.

**22. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

**23. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 25. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual 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 materials or services used to fulfill the Contract.
- 26. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.
- Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.
- The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.
- 27. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 28. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall 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 shall be amended to make such insertion or correction.
- 29. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 30. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 31. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 32. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 33. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 34. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. 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.

**36. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

**37. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**38. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**39. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## ATTACHMENT A



### RIGHT OF ENTRY

City of Tucson  
Department of Neighborhood Resources  
P.O. Box 27210  
Tucson, AZ 85726-7210

Gentlemen:

Permission is hereby granted for **CITY OF TUCSON** employees or their agents to enter upon my/our land described as follows:

**Property Identified as:** \_\_\_\_\_

for the purpose of graffiti abatement.

This permission may be revoked upon 90 days written notice to the City of Tucson.

DATED THIS \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Owner

### ATTACHMENT B

Month	Tag Type	# Sites	Property Type	Paint/Blast		
JULY	R/H	6	C	282	P	483
	C/G	241	R	260	B	250
	Crew	497	B	187		
AUGUST	R/H	12	C	268	P	386
	C/G	139	R	190	B	246
	Crew	494	B	177		
SEPT.	R/H	7	C	213	P	384
	C/G	173	R	181	B	187
	Crew	406	B	199		
OCT.	R/H	9	C	224	P	410
	C/G	101	R	187	B	186
	Crew	521	B	190		
NOV.	R/H	40	C	239	P	362
	C/G	134	R	191	B	226
	Crew	465	B	205		
DEC.	R/H	28	C	322	P	470
	C/G	172	R	224	B	233
	Crew	525	B	179		

R/H = racial/hate  
 C/G = cluster/gang  
 Crew = many taggers

C = City  
 R = Residential  
 B = Business

P = Paint  
 B = Blast

## ATTACHMENT C

### ***"PROCUREMENT UNITS" ENTERED INTO COOPERATIVE PURCHASE AGREEMENTS WITH THE CITY OF TUCSON***

Amphitheater Unified School District #10	Tucson Unified School District
Arizona Supreme Court – Administration Office of the Courts	University of Arizona (ABOR)
Benson, City of	Vail School District
Bullhead City, City of	Valley Union High School #22 (Santa Cruz Valley Union High School)
Buckeye, Town of	Yavapai, County of
Catalina Foothills School District	Yuma, City of
Casa Grande Elementary School District #4	Yuma School District #1
Chandler, City of	
Cochise, County of	
Coconino County	
Coolidge Unified School District #21	
Douglas Unified School District #27	
Flagstaff Unified School District #1	
Hasan Preparatory & Leadership School	
Indian Oasis-Baboquivari U.S.D. #40	
Lake Havasu City, Department of Public Works	
Marana Unified School District #6	
Marana, Town of	
Maricopa County, Materials Management	
Metropolitan Water District of Southern California	
Mohave County	
Navajo County	
Nogales Unified School District #1	
Northwest Fire District	
Oro Valley, Town of	
Papago Tribal Utility Authority aka Tohono O'Odham Utility Authority	
Pima Community College	
Pima County	
Pinal County	
Queen Creek, Town of	
Rhode Island Airport Corporation	
Sahuarita Unified School District	
Sahuarita, Town of	
Saint David Unified School District	
Santa Cruz County	
Scottsdale, City of	
Sierra Vista, City of	
South Tucson, City of	
Sunnyside Unified School District	
Tanque Verde Unified School District	
Thatcher, Town of	
Tucson Airport Authority	
Tucson Medical Center	

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 791-4400 EXT. 131  
ISSUE DATE: JUNE 6, 2007

CONTRACT NO.: 061184  
CONTRACT AMENDMENT NO.: ONE (1)  
PAGE 1 Of 1

CONTRACT OFFICER: CHRISTINA SCHIPANSKY, CPPB

THIS CONTRACT IS AMENDED AS FOLLOWS:

## GRAFFITI ABATEMENT

Pursuant to Contract No. 061184 - Graffiti Abatement, Special Terms and Conditions Section 2, the City is hereby exercising its option to renew the contract for the period of September 1, 2007 through August 31, 2008.

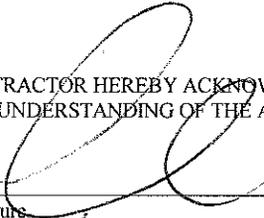
**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 25th DAY

OF June, 2007, AT TUCSON, ARIZONA.

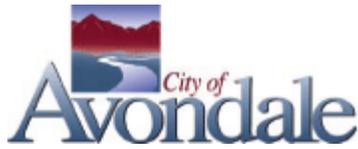
  
Signature \_\_\_\_\_ Date 6-14-07  
CARLA LENHOFF PRES.  
Typed Name and Title

Graffiti Protective Coatings  
Company Name

419 N. Larchmont Blvd., #264  
Address

Los Angeles, CA 90004  
City State Zip

  
Mark A. Neihart, C.P.M., CPPB, CPM  
As Director of Procurement and not personally



# CITY COUNCIL REPORT

**SUBJECT:**

Amendment No. 4 - Design-Build Contract - Landscapes Unlimited - Festival Fields

**MEETING DATE:**

May 5, 2008

**TO:** Mayor and Council  
**FROM:** Daniel Davis  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve Amendment No. 4 to the Design-Build Agreement with Landscapes Unlimited, LLC for Festival Fields and Pendergast Parks 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 pre-construction services for phase 1 of Festival Fields and Pendergast Parks. Olsson Associates was the lead architectural design firm that led the park design effort. On April 24, 2006 Council approved the Amendment No. 1 to the Design-Build Agreement in the amount of \$4,055,880 for construction of phase 1 of Festival Fields. Phase 1 included 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. On June 4, 2007 Council approved Amendment No. 2 to the Design-Build Agreement in the amount of \$498,687.45 for additional work not anticipated in the original project scope for phase 1. These items included unforeseen conditions that were uncovered during construction and engineering design refinements. On September 17, 2007 Council approved Amendment No. 3 to the Design-Build Agreement in the amount of \$650,570.29 for the pre-construction design for phase II of Festival Fields.

**DISCUSSION:**

City staff and the Design-Builder, Landscapes Unlimited, LLC have mutually agreed to terminate the agreement at the completion of the pre-construction phase. The adjusted fee for Amendment No.4 includes two (2) components; a decrease in the amount of \$16,937.73 for pre-construction services fee for Festival Fields for services that Landscapes Unlimited will not be required to perform. These items include attendance at design development meetings and project estimating for the remainder of the design phase. The city will own the 100% plans and specifications which will enable the City to publicly bid the construction phase of the project at any time in the future. The second component of the adjusted fee compensates Olsson Associates \$9,000 for design fee escalation and additional survey work for Pendergast Park. The pre-construction design phase was delayed one year due to the postponed school construction. The fee escalation was 3% of the hourly rates for the design team. The additional survey work was added services not included in the original scope of services. Amendment No.4 will amend the completion date for pre-construction services and stipulate that Olsson Associates will complete the plans and specifications by July 1, 2008.

**BUDGETARY IMPACT:**

The original fee for pre-construction services was \$650,570.29. Amendment No.4 will decrease the contract amount to \$642,632.56.

**RECOMENDATION:**

Staff recommends that the City Council approve Amendment No. 4 to the Design-Build Agreement with

Landscapes Unlimited, LLC and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**ATTACHMENTS:**

Click to download

 [Amendment 4](#)

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

THIS FOURTH AMENDMENT TO DESIGN-BUILD AGREEMENT (this “Fourth Amendment”) is made as of May 5, 2008, 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 three times: on April 24, 2006, to establish the GMP and the date of substantial completion for Phase I of the Festival Fields portion of the Project (the “First Amendment”); on June 4, 2007, to approve certain change orders related to additional work performed in conjunction with construction of Phase I of the Festival Fields portion of the Project, resulting in an increase to the GMP and the date of substantial completion for the construction phase of Phase I of the Festival Fields portion of the Project (the “Second Amendment”); and on September 17, 2007, to increase the GMP by an amount sufficient to compensate the Contractor for pre-construction services related to Phase II of the Festival Fields portion of the Project (the “Third Amendment”). The Original Agreement, the First Amendment, the Second Amendment and the Third Amendment are collectively referred to herein as the “Agreement.” All capitalized terms used in this Fourth Amendment shall have the meanings set forth in the Agreement, unless specifically defined otherwise in this Fourth Amendment.

C. The City and the Contractor desire to further amend the Agreement to (i) adjust the date for completion for the pre-construction services related to Phase II of the Festival Fields portion of the Project from March 1, 2008 to July 1, 2008, (ii) reduce the GMP from \$650,570.29 to \$642,632.56, representing (a) a decrease of \$16,937.73 for services not provided by the Contractor for the final pre-construction services related to Phase II of the Festival Fields portion of the Project and (b) an increase of \$9,000.00 to compensate Olsson Associates for fee escalation for delay in design and additional survey work for Pendergast Park and (iii) set forth the mutual agreement between the City and the Contractor to terminate the Agreement upon execution of this Fourth Amendment, with each Party having no further obligation to the other Party other than those obligations which, by their specific terms, survive the termination of the Agreement.

## AGREEMENT

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

1. Subsection 7.1 (B) of the Agreement, as previously amended, is hereby deleted in its entirety and replaced with the following:

B. The City shall pay the Contractor (1) \$677,097.00 for services performed during the Pre-construction Phase relating to Phase I of the Festival Fields portion of the Project and (2) \$642,632.56 for services performed during the Pre-construction Phase relating to Phase II of the Festival Fields portion of the Project, including all allowances and reimbursable expenses.

2. Subsection 7.1 (C) of the Agreement, as previously amended, is hereby deleted in its entirety and replaced with the following:

C. Compensation of Pre-construction Phase Services shall be equitably adjusted if such services extend beyond (1) May 31, 2006, for services performed during the Pre-construction Phase relating to Phase I of the Festival Fields portion of the Project and (2) July 1, 2008, for services performed during the Pre-construction Phase relating to Phase II of the Festival Fields portion of the Project, for reasons beyond the reasonable control and not the fault or partial fault of the Contractor or as provided in Section 9.1 below. For changes in Pre-construction Phase Services, compensation shall be adjusted as mutually agreed upon by the City and the Contractor at the time of such extended services.

3. The Pre-construction Services Amount set forth above for services performed during the Pre-construction Phase relating to Phase II of the Festival Fields portion of the Project, including all allowances and reimbursable expenses, is the total compensation from the City to the Contractor for its fee and for the performance of the Pre-construction Phase services related to Phase II of the Festival Fields portion of the Project in accordance with the Agreement and pursuant to the Scope of Work.

4. In all other respects, the Agreement is affirmed and ratified; provided, however, that upon the date this Fourth Amendment is executed by both Parties, the Agreement is hereby terminated by mutual consent of the City and the Contractor and neither Party shall have any further obligation to the other Party other than those obligations which, by their specific terms, survive the termination of the Agreement.

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

6. This Fourth Amendment and the Agreement may be cancelled for a conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

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”**

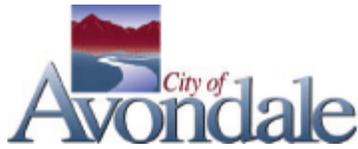
LANDSCAPES UNLIMITED, L.L.C., a  
a Nebraska company d/b/a Landscapes  
Unlimited of Nebraska, L.L.C.

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

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

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





# CITY COUNCIL REPORT

**SUBJECT:**  
Amendment to Professional Services Agreement -  
Entellus Inc.

**MEETING DATE:**  
May 5, 2008

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

**PURPOSE:**

Staff is requesting approval of an amendment to the Professional Services Agreement with Entellus Inc. for the preparation of maps and legal descriptions for annexations in an amount not to exceed \$50,000.00.

**DISCUSSION:**

On April 18, 2007 the City entered into a Professional Services Agreement with Entellus Inc. for the preparation of annexation maps and legal descriptions. The agreement had a term of one year and is now expired.

Entellus is one of the firms who have been qualified through the RFQ process to provide professional services to the City without going out to bid for specific projects.

On June 20, 2005, Council adopted Resolution 2495-05 which authorized the City to charge a deposit of \$4,000 for the processing of annexations. The deposit is meant to recover the cost of the map and legal description preparation and any publication requirements.

In addition to preparing maps and legal descriptions for annexations of privately owned properties, staff often annexes right of way and most recently had to undertake an extensive review of an annexation ordinance adopted in 1997. Dan Francetic is the Entellus staff member who handles the City's annexation map and has been working with Avondale for several years. He has a thorough knowledge of the City's annexation map and has worked with us through many of the City's annexations.

**BUDGETARY IMPACT:**

Line item 101-6000-00-6180

**RECOMENDATION:**

Staff recommends approval of an amendment to the professional services agreement with Entellus Inc. for the preparation of maps and legal descriptions for annexations for a term of one year and an amount not to exceed \$50,000.00.

**ATTACHMENTS:**

Click to download

[☐ PSA](#)

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
ENTELLUS, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of May 5, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Entellus, Inc., an Arizona corporation (the "Consultant").

RECITALS

- A. The City and the Consultant entered into a Professional Services Agreement dated April 18, 2007, for annexation map and legal description preparation services (the "Agreement").
- B. The City has determined that additional services are needed (the "Additional Services").
- C. The City and the Consultant desire to amend the Agreement to provide for the Additional Services.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement shall be extended by one year from April 18, 2008, until April 17, 2009.
2. Scope of Services. The Consultant shall provide the Additional Services as set forth in the Scope and Fee Proposal attached hereto as Exhibit A and incorporated herein by reference.
3. Compensation. The Consultant's total compensation under the Agreement shall be increased from \$50,000.00 to not to exceed \$100,000.00 as consideration for the Additional Services at hourly billing fees as more particularly set forth in Exhibit A.
4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

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

6. Conflict of Interest. This First Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

**“City”**

CITY OF AVONDALE, an Arizona  
municipal corporation

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

ATTEST:

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

**“Consultant”**

ENTELLUS, INC., an Arizona corporation

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

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

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



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

[Scope of Work and Fee Proposal]

See following pages.

CITY OF AVONDALE  
Annexation Map and Legal Description Preparation  
April 16, 2008

SCOPE OF SERVICES

Avondale is a growing suburban city on the west side of the Phoenix metropolitan area. As with any city that is growing geographically, there comes the need from time to time to annex portions of county land into the city limits.

The Avondale City Clerk's office is responsible for the processing of annexation requests. Those requesting annexation must provide a written description of the property to be annexed, including property address, Assessor's Parcel Number (APN), property owner information, a legal description of the property, and proposed land uses for the annexed parcel.

The City Clerk has historically retained a Registered Land Surveyor with a private engineering firm for review of annexation requests. Once a request has been received, the Clerk's office will review it and determine if all the paperwork is in order. The request is then forwarded to the Registered Land Surveyor, who will review the legal description and property information provided, and determine whether the property meets the requirements of annexation. If the Surveyor and City personnel are in agreement that the annexation can proceed, the Surveyor proceeds with the preparation of a legal description and exhibit drawing to be included with the official annexation documents. The Clerk then presents these documents to City Council for approval. Once approved as a City Ordinance, the annexation documents are recorded with the Maricopa County Recorder.

PROJECT APPROACH

For each request, there is a significant amount of research, preparation, and coordination on the part of the Surveyor. Legal descriptions of the parcels involved, as well as those of previous annexations, are reviewed in detail. In many cases, parts of parcels or rights-of-way within the proposed area have already been annexed, and need to be excluded from the new annexation. In other cases, conflicting legal descriptions between parcels or prior annexations are analyzed and resolved, sometimes with the help of City staff. In cases of right-of-way annexations, County personnel are often consulted.

Once the Surveyor has determined an acceptable legal description for the annexation, he/she presents the data to CAD staff, who prepare an exhibit drawing graphically showing the property to be annexed. These drawings are typically not to scale, but show enough graphical information to clearly delineate the location of the property and any dimensions that are critical to its legal description. An initial submittal is made to City



staff for review. If acceptable, a signed and sealed legal description and exhibit drawing are delivered to the City Clerk to be included with the Ordinance documents.

Once an Ordinance has been recorded, a copy of the recorded document is returned to the Surveyor. The Surveyor and CAD staff then adds the newly annexed parcel to the master annexation map. This information can then be presented in AutoCAD format with hard copy back to the City, or converted into GIS format and presented that way.

#### HOURLY BILLING RATES

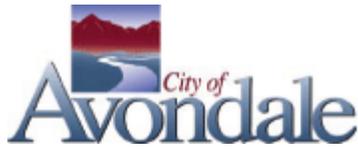
- Project Manager – \$117
- Surveyor – \$117
- CADD, GIS Support – \$88
- Two-Man Survey Crew – \$150
- Clerical Support – \$62

PROPOSED STAFF AVAILABILITY CHART

KEY TEAM MEMBER	ROLE	CURRENT ASSIGNMENTS	END DATE	CURRENT PERCENT COMMITTED	PERCENT AVAILABLE	ESTIMATED PROJECT NEED
Dan Francetic, R.L.S.	Project Manager	▪ Luke Air Force Base- R/W 03L/21R	May '08	50%	50%	25%
		▪ City of Phoenix Montebello Storm Drain	Jul '08			
		▪ City of Chandler Gilbert Rd Improvements	Jul '08			
		▪ City of Chandler Alma School & Chandler	Jul '08			
Shawn Berkram, R.L.S.	Surveyor	▪ City of Chandler Gilbert Rd Improvements	Jul '08	60%	40%	15%
		▪ City of Scottsdale Pima Rd Improvements	May '08			
		▪ Hanson Aggregates Batch Plant Road	May '08			
		▪ City of Chandler Germann Rd Improvements	May '08			
Chris Christensen	CADD, GIS Support	▪ Pinal County ADMP	Sep '08	70%	30%	20%
		▪ Wittmann ADMP	Sep '08			

NOTE: Please see attached resumes of Proposed Staff.





# CITY COUNCIL REPORT

**SUBJECT:**

Approval of Contract Amendment with Area Agency on Aging

**MEETING DATE:**

May 5, 2008

**TO:** Mayor and Council  
**FROM:** Daniel Davis  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve an amendment to the FY 2007-08 Area Agency on Aging (AAA) contract in the amount of \$47,866 for a grandparent/grandchild camp; senior center equipment; home delivered meals; and for the lease of a vehicle for the Home Delivered Meal program and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**BACKGROUND:**

The City of Avondale has contracted with Area Agency on Aging to provide nutritional meals and activities for seniors and handicapped individuals for over twenty (20) years. Services are provided to eligible residents in Avondale, Goodyear, and Litchfield Park. These services include the congregate meals program, the home delivered meals program, and the multipurpose center operations program.

**DISCUSSION:**

The Area Agency on Aging has awarded the City of Avondale an additional \$47,865.00 of program enhancement funds for FY 2007-08. This additional funding is a one-time allocation. These funds will be used for enhanced programs and services for our multipurpose center operations and to cover additional costs for our Home Delivered Meal program.

The grandparent/grandchild camp will provide information and activities aimed at providing assistance in understanding the challenges grandparents are facing with raising grandchildren and decreasing the sense of isolation they may feel in their current situation.

A new refrigerator, ice machine, tables and chairs will be purchased for the senior center.

The Home Delivered Meal program continues to see an increase in participation. The City of Avondale is currently over serving our contract of Home Delivered Meals by 5,000 meals this fiscal year and the additional funding will ensure the City maintains current service levels to Home Delivered Meal participants, and provide funds for a driver and vehicle operations and maintenance.

Due to the increase in home delivered meal participation and the reduction in delivery services previously provided by Special Transportation Services (STS), Area Agency on Aging has agreed to provide a new leased vehicle for \$1 per year, and all associated maintenance, staffing, and operational expenses.

**BUDGETARY IMPACT:**

Staff recommends that the City Council approve an amendment to the FY 2007-08 Area Agency on Aging (AAA) contract in the amount of \$47,866 for grandparent/grandchild Camp; equipment and Home Delivered Meal program; and for the lease of a vehicle for the Home Delivered Meal program and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

The amendment will increase the Area Agency on Aging contract in the amount of \$47,866.00. The funds will be allocated in the following manner:

-Grandparent/Grandchild Camp	\$ 8,500
-Home Delivered Meal programs	\$28,365
-Congregate Meal Program	\$ 4,300
-Multipurpose Center Operations	\$ 6,700
-Home Delivered Meal Vehicle	\$ 1
Total	\$47,866

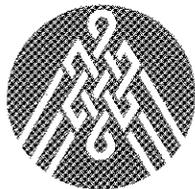
**RECOMENDATION:**

Staff recommends that the City Council approve an amendment to the FY 2007-08 Area Agency on Aging (AAA) contract in the amount of \$47,866 for grandparent/grandchild Camp; equipment and Home Delivered Meal program; and for the lease of a vehicle for the Home Delivered Meal program and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**ATTACHMENTS:**

Click to download

 [AAA Contract Amendment](#)



AREA AGENCY  
ON AGING  
REGION ONE, INCORPORATED

April 28, 2008

MARY LYNN KASUNIC  
President & CEO

Frances McCoy  
City of Avondale, Social Services  
11465 W Civic Center Dr  
Avondale, Arizona 85323

1366 East Thomas Road  
Suite 108  
Phoenix, AZ 85014

Re: Contract #2008-07-AVO

phone  
(602) 264-2255

Dear Ms. McCoy:

toll-free  
1-888-783-7500

Enclosed are two copies of Amendment #2 to the FY 2008 contract between City of Avondale and the Area Agency on Aging, Region One, Incorporated.

24-hr Senior HELP LINE  
(602) 264-4357  
1-888-264-2258

These are the procedures for the equipment and supplies portion of the award:

fax  
(602) 230-9132

- All items must be purchased prior to May 31, 2008.
- All claims must be made not later than the May claim due by June 10<sup>th</sup>.
- A narrative is required with each financial to identify the purchases/ expenditures. Other than equipment, receipts will not be necessary; however, the narrative must identify the item and cost. Any changes in items purchased must be pre-approved by Jim Knaut, VP Contracts.

website  
www.aaaphx.org

e-mail  
answers@aaaphx.org

This amendment includes funding for Capacity Building. Reporting shall consist of an annual narrative of the camp which shall be submitted upon the completion of the program or June 30<sup>th</sup>, whichever is first. Financial billing shall consist of 50% of the funding available by January 2008 and the remaining 50% after April, 2008.

If the terms and conditions of the Amendment are acceptable to you, please sign both copies of the Amendment and return both copies with original signatures to the Area Agency on Aging. One copy will be returned to you after signature by the Area Agency on Aging. Should you have any questions, please call (602) 264-2255.

Sincerely,

Mary Lynn Kasunic, M.S., R.D., CPM  
President & CEO  
Area Agency on Aging Director

Council on  
Accreditation



Area Agency on Aging

Care Directions

DOVES

ElderVention

Family Caregiver  
Support Program

Senior HELP LINE

Enclosure

copy: Jim Knaut, Vice President Contract Administration

David Diaz, Chief Financial Officer (2)

Rachel Guerrero, Program Specialist

Central File #2008-07-AVO

G:\CONTRACTS\2007\AMENDMENTS\

**AREA AGENCY ON AGING, REGION ONE**

1366 East Thomas Road, Suite 108  
Phoenix, Arizona 85014

**CONTRACT AMENDMENT**

Amendment  
**2**

Contract #  
**2008-07-AVO**

Amendment Effective Date  
**March 1, 2008**

Contractor  
**City of Avondale, Social Services  
11465 W Civic Center Dr  
Avondale, Arizona 85323**

The above-referenced Contract is hereby amended as follows:

**To increase Area Agency funding for Congregate Meals by \$4,300 from \$60,082 to \$64,382 for the purchase of an ice machine and refrigerator.**

**To increase Area Agency funding for Home Delivered Meals by \$28,365 from \$63,007 to \$91,372 to increase meals by 5,000 and to conduct meal delivery previously provided by Maricopa Humans Services STS program.**

**To increase Area Agency funding for Multipurpose Center Operations by \$6,700 from \$20,100 to \$26,800 for the purchase of tables and chairs.**

**To establish Area Agency funding of \$8,500 for the Capacity Building program to conduct a "camp" for grandparents and grandchildren; providing activities and useful information, and giving both groups a greater understanding of the challenges involved for grandparents raising grandchildren. Contractor is responsible to submit a year end report describing the "camp," and survey results from participants. The report shall be submitted June 30<sup>th</sup>.**

*EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE EXECUTED, REMAIN UNCHANGED, IN FULL FORCE, AND EFFECT. IN WITNESS WHEREOF, THE PARTIES HERETO SIGN THEIR NAMES TO EXECUTE THIS AMENDMENT.*

AREA AGENCY ON AGING,  
REGION ONE, INCORPORATED

CITY OF AVONDALE

\_\_\_\_\_  
Signature date  
Mary Lynn Kasunic, President / CEO  
\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature date  
Charles McClendon, City Manager  
\_\_\_\_\_  
Name and Title

ATTEST: \_\_\_\_\_  
NAME/TITLE: Linda Farris, City Clerk

AREA AGENCY ON AGING REGION ONE, INCORPORATED  
 CONTRACT SUMMARY PAGE  
 FIXED PRICE WITH ADJUSTMENTS

CONTRACT #: 2008-07-AVO  
 CONTRACTOR: CITY OF AVONDALE  
 TYPE: **AMENDMENT #2**  
 CONTRACT TERM: JULY 1, 2007 TO JUNE 30, 2008

CONTRACT PAYMENT CEILING FOR ALL SERVICES: TOTAL \$ 191,054

THE CONTRACTOR AGREES TO PROVIDE:

CONTRACTED SERVICES	PSA	UNITS	BUDGET CEILING
<i>Congregate Meals</i>	2	17,500	\$ 64,382
<i>Home Delivered Meals</i>	2	22,000	\$ 91,372
<i>Multipurpose Center Operations</i>	2	4,000	\$ 26,800
<i>Capacity Building</i>			\$ 8,500

AREA AGENCY ON AGING REGION ONE, INCORPORATED  
 CONTRACT OPERATING BUDGET  
 JULY 1, 2007 TO JUNE 30, 2008

CONTRACT #: 2008-07-AVO  
 AGENCY: CITY OF AVONDALE  
 TYPE: **AMENDMENT #2**

REVENUE SOURCES	CONGREGATE	HOME DELIVERED	MCO	TOTAL
	MEALS	MEALS		
Area Agency	64,382	91,372	26,800	182,554
Project Income	9,400	3,642	-	13,042
NF Inkind	28,587	12,860	23,448	64,895
NF Cash	51,804	68,653	55,691	176,148
Other Federal	-	-	-	-
<b>TOTAL</b>	<b>154,173</b>	<b>176,527</b>	<b>105,939</b>	<b>436,639</b>

EXPENSES				
Personnel	48,990	58,804	50,420	158,214
ERE	18,601	29,168	20,771	68,540
Prof&Outside	-	-	-	-
Travel	-	-	-	-
Space	28,587	12,860	20,448	61,895
Equipment	4,300	-	-	4,300
Materials/Supl	52,195	73,510	12,900	138,605
Operating Svc	1,500	2,185	1,400	5,085
Indirect	-	-	-	-
<b>TOTAL</b>	<b>154,173</b>	<b>176,527</b>	<b>105,939</b>	<b>436,639</b>
UNITS	17,500	22,000	4,000	
UNIT RATE	\$ 8.81	\$ 8.02	\$ 26.48	

**AREA AGENCY ON AGING, REGION ONE**

1366 East Thomas Road, Suite 108  
Phoenix, Arizona 85014

**CONTRACT AMENDMENT**

Amendment  
**2**

Contract #  
**2008-07-AVO**

Amendment Effective Date  
**March 1, 2008**

Contractor  
**City of Avondale, Social Services  
11465 W Civic Center Dr  
Avondale, Arizona 85323**

The above-referenced Contract is hereby amended as follows:

**To increase Area Agency funding for Congregate Meals by \$4,300 from \$60,082 to \$64,382 for the purchase of an ice machine and refrigerator.**

**To increase Area Agency funding for Home Delivered Meals by \$28,365 from \$63,007 to \$91,372 to increase meals by 5,000 and to conduct meal delivery previously provided by Maricopa Humans Services STS program.**

**To increase Area Agency funding for Multipurpose Center Operations by \$6,700 from \$20,100 to \$26,800 for the purchase of tables and chairs.**

**To establish Area Agency funding of \$8,500 for the Capacity Building program to conduct a "camp" for grandparents and grandchildren; providing activities and useful information, and giving both groups a greater understanding of the challenges involved for grandparents raising grandchildren. Contractor is responsible to submit a year end report describing the "camp," and survey results from participants. The report shall be submitted June 30<sup>th</sup>.**

*EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE EXECUTED, REMAIN UNCHANGED, IN FULL FORCE, AND EFFECT. IN WITNESS WHEREOF, THE PARTIES HERETO SIGN THEIR NAMES TO EXECUTE THIS AMENDMENT.*

AREA AGENCY ON AGING,  
REGION ONE, INCORPORATED

CITY OF AVONDALE

\_\_\_\_\_  
Signature date  
Mary Lynn Kasunic, President / CEO  
\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature date  
Charles McClendon, City Manager  
\_\_\_\_\_  
Name and Title

ATTEST: \_\_\_\_\_  
NAME/TITLE: Linda Farris, City Clerk

AREA AGENCY ON AGING REGION ONE, INCORPORATED  
CONTRACT SUMMARY PAGE  
FIXED PRICE WITH ADJUSTMENTS

CONTRACT #: 2008-07-AVO  
CONTRACTOR: CITY OF AVONDALE  
TYPE: *AMENDMENT #2*  
CONTRACT TERM: JULY 1, 2007 TO JUNE 30, 2008

CONTRACT PAYMENT CEILING FOR ALL SERVICES: TOTAL \$ 191,054

THE CONTRACTOR AGREES TO PROVIDE:

CONTRACTED SERVICES	PSA	UNITS	BUDGET CEILING
<i>Congregate Meals</i>	2	17,500	\$ 64,382
<i>Home Delivered Meals</i>	2	22,000	\$ 91,372
<i>Multipurpose Center Operations</i>	2	4,000	\$ 26,800
<i>Capacity Building</i>			\$ 8,500

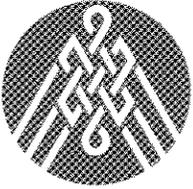
AREA AGENCY ON AGING REGION ONE, INCORPORATED  
 CONTRACT OPERATING BUDGET  
 JULY 1, 2007 TO JUNE 30, 2008

CONTRACT #: 2008-07-AVO  
 AGENCY: CITY OF AVONDALE

TYPE: **AMENDMENT #2**

REVENUE SOURCES	CONGREGATE	HOME DELIVERED	MCO	TOTAL
	MEALS	MEALS		
Area Agency	64,382	91,372	26,800	182,554
Project Income	9,400	3,642	-	13,042
NF Inkind	28,587	12,860	23,448	64,895
NF Cash	51,804	68,653	55,691	176,148
Other Federal	-	-	-	-
<b>TOTAL</b>	<b>154,173</b>	<b>176,527</b>	<b>105,939</b>	<b>436,639</b>

EXPENSES				
Personnel	48,990	58,804	50,420	158,214
ERE	18,601	29,168	20,771	68,540
Prof&Outside	-	-	-	-
Travel	-	-	-	-
Space	28,587	12,860	20,448	61,895
Equipment	4,300	-	-	4,300
Materials/Supl	52,195	73,510	12,900	138,605
Operating Svc	1,500	2,185	1,400	5,085
Indirect	-	-	-	-
<b>TOTAL</b>	<b>154,173</b>	<b>176,527</b>	<b>105,939</b>	<b>436,639</b>
UNITS	17,500	22,000	4,000	
UNIT RATE	\$ 8.81	\$ 8.02	\$ 26.48	



April 28, 2008

Frances McCoy  
City of Avondale, Social Services  
11465 W Civic Center Dr  
Avondale, Arizona 85323

Re: Contract No: V2008-21-AVO

Dear Ms. McCoy:

Enclosed are two copies of a FY 2008 Vehicle Lease Agreement between the City of Avondale and the Area Agency on Aging, Region One, Incorporated. If the terms and conditions of the Agreement are acceptable to you, please sign both copies.

As a part of the lease execution:

- Verify that all the insurance requirements are met and provide an updated certificate if needed.
- Provide a check for the \$1.00 lease fee.

Thank you for your cooperation in the preparation of this Agreement. If there are any questions, please call Jim Knaut at 602-264-2255.

Sincerely,

Mary Lynn Kasunic  
President & CEO  
Area Agency on Aging Director

Enclosures

copy: Jim Knaut, Vice President Contract Administration  
David Diaz, Financial Officer (2)  
Rachel Guerrero, Program Specialist  
Central File No. V2008-21 AVO

G:\CONTRACT\2008\VEHICLELEASE\21-AVONDALE Letter

*Answers in Aging*

AREA AGENCY  
ON AGING  
REGION ONE, INCORPORATED

MARY LYNN KASUNIC  
President & CEO

1366 East Thomas Road  
Suite 108  
Phoenix, AZ 85014

*phone*  
(602) 264-2255

*toll-free*  
1-888-783-7500

*24-hr Senior HELP LINE*  
(602) 264-4357  
1-888-264-2258

*fax*  
(602) 230-9132

*website*  
[www.aaaphx.org](http://www.aaaphx.org)

*e-mail*  
[answers@aaaphx.org](mailto:answers@aaaphx.org)

Council on  
Accreditation



Area Agency on Aging

Care Directions

DOVES

ElderVenture

Family Caregiver  
Support Program

Senior HELP LINE

**VEHICLE LEASE AGREEMENT  
V2008-21-AVO**

<b>Area Agency on Aging, Region One, Incorporated</b>	<b>AND</b>	<b>City of Avondale</b>
1366 E. Thomas Road, Suite 108		11465 W. Civic Center Dr, Ste 100
Phoenix, AZ 85014		Avondale, AZ 85323
(602) 264-2255 FAX (602) 230-9132		623 333-2420 fax: 623 333-0240
		FEI: 86-6000233

**DURATION OF THE CONTRACT:** Effective April 1, 2008 and shall end June 30, 2008.

**PROVIDER INFORMATION**

Chief Executive or designee: Charles McClendon, Title: City Manager  
The Area Agency shall address all notices relative to this Contract to: Frances McCoy, Recreation Coordinator

**AREA AGENCY INFORMATION**

The Contractor shall address all notices relative to this Contract to the attention of:  
Name: Rachel Guerrero, Title: Program Specialist

**VEHICLE INFORMATION**

Year / Make: 2008 Ford (new vehicle)  
Model: Escape Hybrid  
VIN #: 1FMCU03178KC32869

This Vehicle Lease is entered into by and between the City of Avondale hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Uniform Terms and Conditions, Special Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, its exhibits, and attachments.

Notice under this Agreement shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,  
REGION ONE, INCORPORATED**

**CITY OF AVONDALE**

\_\_\_\_\_  
Signature Date  
Mary Lynn Kasunic, President & CEO  
Area Agency on Aging Director  
Name and Title

\_\_\_\_\_  
Signature Date  
Charles McClendon  
City Manager  
Name and Title  
ATTEST: \_\_\_\_\_  
NAME/TITLE: Linda Farris, City Clerk

## CONTRACT TERMS AND CONDITIONS

### CONTRACT ADMINISTRATION

#### 1. TERMS

- a. Vehicle Lease The Area Agency shall lease the vehicle(s) as described to the Contractor for the sum of one dollar (\$1.00) per vehicle for the term of the lease in consideration of the covenants herein set forth.
- b. Duration The term of this contract shall be for the period of time from the contract begin date to the contract termination date as awarded or extended.
- c. Notices All notices under this contract shall be directed in writing to the persons and addresses specified for such purpose in this contract, or to such other persons and/or addresses as either party may designate to the other by notice. In the event that no person is designated to receive notices then notices shall be sent to the contract signatory.
- d. Liens Contractor agrees to keep the leased vehicle(s) free from any liens or other claims and will indemnify the Area Agency from any such liens or other claims.
- e. Termination In addition to any other legal remedies, the contract may be terminated based on the following reasons. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor personally or by certified mail, return-receipt requested. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. Contractor shall ensure direct return of the leased vehicle(s) to the Area Agency upon termination date.
  - i. For Convenience Either the Contractor or the Area Agency may terminate the Agreement at any time, by providing at least thirty (30) days written notice to the other party.
  - ii. For Conflict of Interest The Area Agency may cancel this contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. §38-511.
  - iii. For Default
    1. The Area Agency has the right to terminate the Agreement with Contractor upon a immediate notice when the Area Agency deems the health or welfare of the clients is endangered or the Contractor's noncompliance jeopardizes the funding source's financial part full force and effect.
    2. In addition to the rights reserved under the contract, the Area Agency may terminate the contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract.
    3. The President/CEO of the Area Agency may suspend or terminate this Agreement immediately in the event of nonperformance of stated objectives, or other material breach of contractual obligations; or upon the occurrence of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations.
    4. This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract and/or any rights thereunder without Area Agency's prior written

approval.

2. **Laws** The materials and services supplied under this contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits. Any changes in the governing laws, rules and regulations during the term of this contract shall apply but do not require an amendment to this contract.
3. **Discrimination** The Contractor performing under this Lease shall not discriminate against any employee or applicant, or any member of the public, because of their race, creed, color, sex or national origin, or otherwise commit an unfair employment practice. The Contractor will take affirmative action to ensure that individuals employed are dealt with without regard to their race, creed, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfers; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.
4. **Subcontracts or Transfers** The Contractor shall not assign, transfer or encumber the agreement of rights gained or any portion thereof, without prior written consent of the Area Agency.

### LIABILITY & INDEMNIFICATION & INSURANCE

1. **Non-Liability** Each party shall be responsible for any and all liability caused by their own negligence or the negligence of their employees, agents, and officers in connection with this Agreement and each party shall bear all costs for its own defense in any resulting litigation.
2. **Contractor/Vendor Indemnification** The parties to this contract agree that the Area Agency, State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of the Area Agency, State and/or DES as a result of entering into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
3. **Insurance**
  - a. **Requirements** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
  - b. **Additional Insured**
    - i. **Agencies**
      - Area Agency on Aging, Region One Incorporated
      - State of Arizona Department of Economic Security
      - NA Bridgeway Health System
      - NA EverCare Select
      - NA Maricopa County Public Health Department
      - NA Mercy Care
      - NA SCAN Health System
    - ii. **Language** Required language on certificates of insurance: *"The (list above identified agencies), their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.
    - iii. **Provisions** All additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - c. **Minimum Scope and Limits** Contractor shall provide coverage with limits of liability not less than those stated below. Policy(s) shall contain a waiver of subrogation against the all

agencies identified in Additional Insured Section, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- i. Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
  - General Aggregate \$2,000,000
  - Products – Completed Operations Aggregate \$1,000,000
  - Personal and Advertising Injury \$1,000,000
  - Blanket Contractual Liability – Written & Oral \$1,000,000
  - Fire Legal Liability \$ 50,000
  - Each Occurrence \$1,000,000
- ii. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
  - Combined Single Limit (CSL) \$1,000,000
- iii. Workers Compensation and Employers' Liability
  - Each Accident \$ 500,000
  - Disease – Each Employee \$ 500,000
  - Disease – Policy Limit \$1,000,000
- d. Notice of Insurance Cancellation Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Area Agency. Such notice shall be sent directly to the Area Agency Contracts Department and shall be sent by certified mail, return receipt requested.
- e. Verification of Insurance Coverage
  - i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
  - ii. All certificates and endorsements are to be received and approved by the Area Agency before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
  - iii. All certificates required by this Contract shall be sent directly to Area Agency Contracts Department. The Area Agency project/contract number and project description shall be noted on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

## VEHICLE SERVICES AND OPERATIONS

1. Vehicle Services
  - a. The Contractor agrees that the leased vehicle(s) will be used only for the purpose of transporting clients to and from the senior center(s) and related transportation of program participants under contract with the Area Agency. Any additional services require approval from the Area Agency.
  - b. Contractor will maintain full and complete records of all passenger trips including but not limited to: program/service of trip, date and time duration of trip, driver name, each passenger's name.
2. Facility(s) Such services will be provided for the following site(s) unless the Contractor requests and Area Agency approves expansion to additional site(s):  
Arbor Rose Adult Day Club
3. Vehicle Maintenance
  - a. Operations The Contractor shall maintain sole responsibility for all costs associated with the

operation of the vehicle. Area Agency bears no responsibility for costs associated with the operations, staffing, maintenance, or repair of the leased vehicle(s). In the event the Contractor is unable to maintain the operational costs of the vehicle, this Agreement will be terminated.

- b. Maintenance Contractor shall abide by the manufacturer's warranty and recommended schedule of maintenance, as a minimum, and to keep written verification of completion of all maintenance. Contractor shall also ensure that the vehicle is cleaned regularly. Maintenance records and vehicle appearance are subject to review by the Area Agency upon request.
  - c. Alterations of Vehicle Contractor shall have the opportunity to display signage of a removable nature on the van. Contractor will make no other changes to the leased vehicle without first obtaining the written consent of the Area Agency.
  - d. Accidents / Damage In the event the leased vehicle is involved in an accident or is vandalized, Contractor must:
    - i. report the incident to the Area Agency within twenty-four (24) hours.
    - ii. submit a written report of the incident to the Area Agency within three (3) days
    - iii. make all repairs and restorations and shall be responsible for all costs incurred in repair of leased vehicle including the deductible amounts stated in the insurance policy.
4. Personnel Requirements Contractor shall specifically certify staff as competent to operate vehicles as required by law and the following minimum standards:
- a. Valid Arizona drivers license
  - b. Obtain motor vehicle report and evaluate the report as acceptable prior to commencing driving.
  - c. Driver training, supervision, and employment. Volunteer drivers must meet all these requirements and any other requirements as set for paid drivers.
5. Evaluation & Monitoring Area Agency may evaluate and the Contractor shall cooperate in the monitoring, assessing, and evaluation of contract services.

**VEHICLE LEASE AGREEMENT  
V2008-21-AVO**

<b>Area Agency on Aging, Region One, Incorporated</b>	<b>AND</b>	<b>City of Avondale</b>
1366 E. Thomas Road, Suite 108		11465 W. Civic Center Dr, Ste 100
Phoenix, AZ 85014		Avondale, AZ 85323
(602) 264-2255 FAX (602) 230-9132		623 333-2420 fax: 623 333-0240
		FEI: 86-6000233

**DURATION OF THE CONTRACT:** Effective April 1, 2008 and shall end June 30, 2008.

**PROVIDER INFORMATION**

Chief Executive or designee: Charles McClendon, Title: City Manager  
The Area Agency shall address all notices relative to this Contract to: Frances McCoy, Recreation Coordinator

**AREA AGENCY INFORMATION**

The Contractor shall address all notices relative to this Contract to the attention of:  
Name: Rachel Guerrero, Title: Program Specialist

**VEHICLE INFORMATION**

Year / Make: 2008 Ford (new vehicle)  
Model: Escape Hybrid  
VIN #: 1FMCU03178KC32869

**This Vehicle Lease is entered into by and between the City of Avondale hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Uniform Terms and Conditions, Special Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, its exhibits, and attachments.**

Notice under this Agreement shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,  
REGION ONE, INCORPORATED**

**CITY OF AVONDALE**

\_\_\_\_\_  
Signature Date  
Mary Lynn Kasunic, President & CEO  
Area Agency on Aging Director  
Name and Title

\_\_\_\_\_  
Signature Date  
Charles McClendon  
City Manager  
Name and Title  
ATTEST: \_\_\_\_\_  
NAME/TITLE: Linda Farris, City Clerk

## CONTRACT TERMS AND CONDITIONS

### CONTRACT ADMINISTRATION

#### 1. TERMS

- a. Vehicle Lease           The Area Agency shall lease the vehicle(s) as described to the Contractor for the sum of one dollar (\$1.00) per vehicle for the term of the lease in consideration of the covenants herein set forth.
- b. Duration           The term of this contract shall be for the period of time from the contract begin date to the contract termination date as awarded or extended.
- c. Notices           All notices under this contract shall be directed in writing to the persons and addresses specified for such purpose in this contract, or to such other persons and/or addresses as either party may designate to the other by notice. In the event that no person is designated to receive notices then notices shall be sent to the contract signatory.
- d. Liens           Contractor agrees to keep the leased vehicle(s) free from any liens or other claims and will indemnify the Area Agency from any such liens or other claims.
- e. Termination           In addition to any other legal remedies, the contract may be terminated based on the following reasons. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor personally or by certified mail, return-receipt requested. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. Contractor shall ensure direct return of the leased vehicle(s) to the Area Agency upon termination date.
  - i. For Convenience           Either the Contractor or the Area Agency may terminate the Agreement at any time, by providing at least thirty (30) days written notice to the other party.
  - ii. For Conflict of Interest           The Area Agency may cancel this contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. §38-511.
  - iii. For Default
    1. The Area Agency has the right to terminate the Agreement with Contractor upon a immediate notice when the Area Agency deems the health or welfare of the clients is endangered or the Contractor's noncompliance jeopardizes the funding source's financial part full force and effect.
    2. In addition to the rights reserved under the contract, the Area Agency may terminate the contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract.
    3. The President/CEO of the Area Agency may suspend or terminate this Agreement immediately in the event of nonperformance of stated objectives, or other material breach of contractual obligations; or upon the occurrence of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations.
    4. This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract and/or any rights thereunder without Area Agency's prior written

approval.

2. **Laws** The materials and services supplied under this contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits. Any changes in the governing laws, rules and regulations during the term of this contract shall apply but do not require an amendment to this contract.
3. **Discrimination** The Contractor performing under this Lease shall not discriminate against any employee or applicant, or any member of the public, because of their race, creed, color, sex or national origin, or otherwise commit an unfair employment practice. The Contractor will take affirmative action to ensure that individuals employed are dealt with without regard to their race, creed, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfers; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.
4. **Subcontracts or Transfers** The Contractor shall not assign, transfer or encumber the agreement of rights gained or any portion thereof, without prior written consent of the Area Agency.

## **LIABILITY & INDEMNIFICATION & INSURANCE**

1. **Non-Liability** Each party shall be responsible for any and all liability caused by their own negligence or the negligence of their employees, agents, and officers in connection with this Agreement and each party shall bear all costs for its own defense in any resulting litigation.
2. **Contractor/Vendor Indemnification** The parties to this contract agree that the Area Agency, State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of the Area Agency, State and/or DES as a result of entering into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
3. **Insurance**
  - a. **Requirements** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
  - b. **Additional Insured**
    - i. **Agencies**
      - Area Agency on Aging, Region One Incorporated
      - State of Arizona Department of Economic Security
      - Bridgeway Health System
      - EverCare Select
      - Maricopa County Public Health Department
      - Mercy Care
      - SCAN Health System
    - ii. **Language** Required language on certificates of insurance: *"The (list above identified agencies), their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.
    - iii. **Provisions** All additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - c. **Minimum Scope and Limits** Contractor shall provide coverage with limits of liability not less than those stated below. Policy(s) shall contain a waiver of subrogation against the all

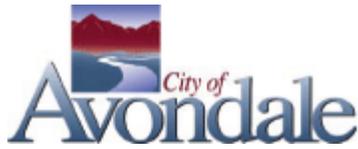
agencies identified in Additional Insured Section, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- i. Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
  - General Aggregate \$2,000,000
  - Products – Completed Operations Aggregate \$1,000,000
  - Personal and Advertising Injury \$1,000,000
  - Blanket Contractual Liability – Written & Oral \$1,000,000
  - Fire Legal Liability \$ 50,000
  - Each Occurrence \$1,000,000
- ii. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
  - Combined Single Limit (CSL) \$1,000,000
- iii. Workers Compensation and Employers’ Liability
  - Each Accident \$ 500,000
  - Disease – Each Employee \$ 500,000
  - Disease – Policy Limit \$1,000,000
- d. Notice of Insurance Cancellation Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Area Agency. Such notice shall be sent directly to the Area Agency Contracts Department and shall be sent by certified mail, return receipt requested.
- e. Verification of Insurance Coverage
  - i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
  - ii. All certificates and endorsements are to be received and approved by the Area Agency before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
  - iii. All certificates required by this Contract shall be sent directly to Area Agency Contracts Department. The Area Agency project/contract number and project description shall be noted on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

## VEHICLE SERVICES AND OPERATIONS

1. Vehicle Services
  - a. The Contractor agrees that the leased vehicle(s) will be used only for the purpose of transporting clients to and from the senior center(s) and related transportation of program participants under contract with the Area Agency. Any additional services require approval from the Area Agency.
  - b. Contractor will maintain full and complete records of all passenger trips including but not limited to: program/service of trip, date and time duration of trip, driver name, each passenger’s name.
2. Facility(s) Such services will be provided for the following site(s) unless the Contractor requests and Area Agency approves expansion to additional site(s):  
Arbor Rose Adult Day Club
3. Vehicle Maintenance
  - a. Operations The Contractor shall maintain sole responsibility for all costs associated with the

- operation of the vehicle. Area Agency bears no responsibility for costs associated with the operations, staffing, maintenance, or repair of the leased vehicle(s). In the event the Contractor is unable to maintain the operational costs of the vehicle, this Agreement will be terminated.
- b. Maintenance Contractor shall abide by the manufacturer's warranty and recommended schedule of maintenance, as a minimum, and to keep written verification of completion of all maintenance. Contractor shall also ensure that the vehicle is cleaned regularly. Maintenance records and vehicle appearance are subject to review by the Area Agency upon request.
  - c. Alterations of Vehicle Contractor shall have the opportunity to display signage of a removable nature on the van. Contractor will make no other changes to the leased vehicle without first obtaining the written consent of the Area Agency.
  - d. Accidents / Damage In the event the leased vehicle is involved in an accident or is vandalized, Contractor must:
    - i. report the incident to the Area Agency within twenty-four (24) hours.
    - ii. submit a written report of the incident to the Area Agency within three (3) days
    - iii. make all repairs and restorations and shall be responsible for all costs incurred in repair of leased vehicle including the deductible amounts stated in the insurance policy.
4. Personnel Requirements Contractor shall specifically certify staff as competent to operate vehicles as required by law and the following minimum standards:
- a. Valid Arizona drivers license
  - b. Obtain motor vehicle report and evaluate the report as acceptable prior to commencing driving.
  - c. Driver training, supervision, and employment. Volunteer drivers must meet all these requirements and any other requirements as set for paid drivers.
5. Evaluation & Monitoring Area Agency may evaluate and the Contractor shall cooperate in the monitoring, assessing, and evaluation of contract services.



# CITY COUNCIL REPORT

**SUBJECT:**

Agreement for Legal Counsel - Settlement - Water Rights Claims of the White Mountain Apache Tribe

**MEETING DATE:**

May 5, 2008

**TO:** Mayor and Council

**FROM:** Robin Stinnett, Water Resources Planning Manager

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this report is to inform the Council of activities related to claims made by the White Mountain Apache Tribe for surface water to be diverted from the Salt River Watershed and to request approval of a Contract for Legal Services for joint legal representation in proceedings related to these claims.

**BACKGROUND:**

Settlement activities are currently ongoing related to the White Mountain Apache Tribe's water rights claims. Since their claims relate to diversions of surface water from the Salt River Watershed, the outcome of these settlement activities could affect the amount of water available through the Salt River Project. Since the City of Avondale depends on water from the Salt River Project for a substantial portion of its water supply, these settlement activities are relevant to the City's interests.

**DISCUSSION:**

The law firm of Engelman Berger, P.C. currently represents the City of Avondale in the Gila River General Stream Adjudication and has represented other municipalities in previous water rights settlements and other water related activities. Most recently, Engelman Berger assisted the City of Avondale in validating its Central Arizona Project Contract in the Superior Court of the State of Arizona.

The Contract for Legal Services specifies financial accommodations and contains a Scope of Services for the firm of Engelman Berger, P.C. to serve as joint outside counsel for the Cities of Avondale, Chandler, Glendale, and Scottsdale, Arizona in settlement activities related to the water rights claims of the White Mountain Apache Tribe and the settlement of such possible claims. Outside counsel would organize and/or attend meetings and/or conferences between the four participating cities and others, would prepare appropriate documentation, and would perform other related activities. Services performed under this Contract would be consistent with the Intergovernmental Agreement (IGA) among the Cities of Avondale, Chandler, Glendale, and Scottsdale Relating to Joint Representation in Settlement Efforts Relating to the Water Rights Claims of the White Mountain Apache Tribe (please see next agenda item).

The total expense of joint representation by Engelman Berger, P.C. would not exceed \$120,000. The expense would be shared equally between each of the cities participating in the IGA. There is no end date to this contract. Although it is not anticipated, outside legal counsel would request an amendment to the contract should the amount needed to complete the proceedings exceed \$120,000.

**BUDGETARY IMPACT:**

Avondale's share would be 25% of the total expense, an amount not to exceed \$30,000. Funding is available in the Water Resources Operating Budget (line item 501-9112-00-6180; Other Professional Services).

**RECOMENDATION:**

Recommend approval of Contract for Legal Services with Engelman Berger, P.C.

**ATTACHMENTS:**

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 [AGR](#)

## CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services (“Contract”) is made to be effective the 17th day of March, 2008 (the “Effective Date”), by, between and among the Cities of Avondale, Chandler, Glendale, and Scottsdale, municipal corporations, hereafter collectively referred to as the “Cities,” and the law firm of Engelman Berger, P.C., hereinafter referred to as Counsel.

NOW, THEREFORE, for and in consideration of the financial accommodations and other terms and conditions of this Contract, the parties hereto agree as follows:

1. Scope of Services. Counsel agrees to represent the Cities in settlement activities (“Settlement Activities”) relating to the water rights claims of the White Mountain Apache Tribe and the settlement of the such possible claims. This representation shall be in accordance with the terms and conditions of this Contract and direction provided by attorneys employed by the Cities (“City Attorneys”).

- 1.1. Counsel agrees to perform services specified in this Contract. Counsel shall not be required to perform additional services under this Contract and may terminate this Contract if the amount of services and costs have reached the maximum limit as provided in Section 3 of this Contract and no mutually satisfactory arrangements have been made to increase that limit.
- 1.2. Counsel agrees to represent the Cities in Settlement Activities. For purposes of this Contract, “Settlement Activities” shall mean any of the following:
  - 1.2.1. A settlement conference conducted by the court, special master, mediator, arbitrator, or other designated persons.
  - 1.2.2. A meeting in which some or all of the parties to the Gila River Adjudication are invited to discuss settlement of the White Mountain Apache Tribe Claims.
  - 1.2.3. A document distributed to some or all of the parties to the Gila River Adjudication that sets out principles or specific provisions addressing settlement of any litigation related to or settlement of the Gila River Indian Community Claims.
  - 1.2.4. Any proceedings or activities that relate to the process for court approval or enactment of federal or state legislation relating to the settlement of the White Mountain Apache Tribe water rights claims or allocation of CAP water to the Tribe by the Secretary of Interior.
  - 1.2.5. Any activity required that is a condition for the one or more of the Cities to receive water that is provided to such Cities under a Settlement Agreement relating to the White Mountain Apache Tribe water rights claims.
  - 1.2.6. Any other activity that relates to possible settlement of the White Mountain

Apache Tribe claims if Counsel obtains prior approval to participate in such activity from each designated City Representative.

- 1.3. Counsel shall meet with appropriate representatives of the Cities, collectively and individually, as necessary to discuss and evaluate Settlement Activities.
- 1.4. Each City shall provide Counsel information necessary to assist Counsel in its representation of the Cities in Settlement Activities.
- 1.5. Each City shall designate one Representative for Counsel to keep informed of Settlement Activities. No major decision regarding the resolution of Settlement Activities shall be made without the prior approval of each designated City Representative. All offers of compromise made by any party shall be promptly transmitted to each designated City Representative. Each City will be responsible for obtaining proper authority to accept a compromise or for obtaining authority to enter a counter-offer.

2. Term of Contract. Unless terminated or extended as provided herein, the term of this Contract shall expire upon the latest of the dates at which: 1) a settlement agreement as to the quantification of the water rights of the White Mountain Apache Tribe and the Cities of Avondale, Chandler, Glendale and Scottsdale (“Settlement Agreement”) becomes enforceable; and 2) the effective date of any other agreements that are exhibits to that Settlement Agreement, and to which any or all of the Cities of Avondale, Chandler, Glendale or Scottsdale are parties. Should any appeals(s) be filed challenging the adjudication court’s or courts’ orders(s), decree or decrees approving the Settlement, this Contract shall be extended until the final determination of any and all such appeals.

3. Case Budget; Authorized Expenditures. The Cities agree to pay Counsel for Settlement Activity services rendered pursuant to Subsection 1.2 of this Contract according to the hourly rates and expenses set forth in Exhibit A, with each City paying its allocation pursuant to the percentage divisions identified in Section 4 of this Contract. The total collective costs to the Cities for all attorneys’ fees rendered under this Section, including all expenses of any description, shall not exceed \$120,000.00

- 3.1. The hourly rates for Counsel shall be inclusive of word processing services, clerical overtime and all other overhead expenses of Counsel which shall not be separately itemized and billed to the City; provided, that the expenses identified in Exhibit “A” shall be separately itemized and billed to the City.
- 3.2. Photocopying charges shall not exceed 15 cents per page.
- 3.3. Any expense to the Cities not expressly authorized in the text or by an exhibit to this Contract may be included in a billing of Counsel only if the expense was reasonably incurred in the performance of services under this Contract, and is billed on an actual out-of-pocket cost basis to Counsel.

4. Payment for Services; Billing Format. Counsel shall prepare and distribute to the Cities a

monthly billing for services rendered under this Contract.

- 4.1. The monthly billing shall consist of one, aggregate billing for all services furnished to the Cities under this Contract.
- 4.2. Counsel shall indicate clearly on each bill the allocated portion to be paid separately by each City.
- 4.3. City allocations shall represent a one-fourth percentage division of the total bill. In order to limit total collective costs to no more than \$120,000.00 and also to divide equally the costs among the Cities, each City's percentage of costs was rounded to 25 percent. Percentage allocations are as follows:

		<u>%</u>		<u>\$</u>
Avondale	=	25%	=	\$30,000.00
Chandler	=	25%	=	\$30,000.00
Glendale	=	25%	=	\$30,000.00
Scottsdale	=	25%	=	\$30,000.00
	=	100%	=	\$120,000.00

- 4.4. Within thirty (30) days of receipt of each monthly bill, each city shall remit to Counsel its allocated portion of the aggregate monthly billing.
  - 4.5. Monthly billings shall clearly indicate time spent on tasks in increments of tenths of hours and the name or initials of the person(s) performing each task. Words in billing statements such as "analysis," "conference," "research" or "case preparation" shall only be used if supplemented by descriptions of specific topics or issues germane to the Scope of Services.
  - 4.6. All billings of Counsel shall be subject to audit by the Cities. Counsel shall maintain during the term of this Contract, and for two (2) years thereafter, all books, documents, papers, accounting records and other evidence pertaining to time billed and costs incurred on behalf of the Cities in the CAP litigation and shall make such materials available to the Cities upon request at Counsel's offices during normal business hours. The Cities shall give Counsel reasonable notice for Counsel to assemble such billing records.
5. Lead Attorney. William H. Anger shall serve as Lead Attorney to the Cities. Counsel shall not substitute another Lead Attorney to the Cities without the prior written consent of the Cities.
6. Subcontracting, Assignment, Experts. Services covered by this Contract shall not be assigned or subcontracted, in whole or in part, without the prior written consent of the City Attorneys. Technical experts shall not be retained by Counsel at the expense of the Cities without prior written consent of the City Attorneys.
7. Insurance, Indemnification. Counsel shall secure and maintain during the life of this Contract a Certificate of Insurance evidencing that Counsel carries Errors and Omissions

Professional Liability Insurance with limits no less than \$1,000,000.00. Insurance evidenced by this certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the Cities.

8. Independent Contractor. The services provided by Counsel under this Contract are those of an independent contractor, not an employee.

9. Termination Under A.R.S. § 38-511. In accordance with A.R.S. § 38-511, the Cities may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Cities' departments or creating the contract on behalf of the Cities' departments agencies is, at any time while the contract or any extension of contract is in effect, an employee of any other party of the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Cities is received by all other parties to the contract, unless the notice specifies a later time.

10. Common Interests and Conflicts of Interest. The Cities have decided upon joint representation with other cities in order to achieve economies of scale and to maximize the effectiveness of all the Cities represented by Counsel in Settlement Activities relating to White Mountain Apache Tribe's water rights claims. Counsel is directed to seek strategies and positions in Settlement Activities relating to White Mountain Apache Tribe's water rights claims that advance the common interests of the Cities. However, the Cities also recognize that from time to time issues may arise in Settlement Activities relating to the White Mountain Apache Tribe's water rights claims which the Cities may have diverse, incompatible or conflicting interests. Accordingly, the Cities agree:

- 10.1. That Counsel shall fully and timely inform and explain to all Cities the factual and legal basis for each conflict of interest among the Cities which Counsel perceives as a result of the performance of its duties under this Contract respecting issues raised in Settlement Activities or litigation relating to the settlement of the White Mountain Apache Tribe's water rights claims; and
- 10.2. That the Cities shall disclose to Counsel perceived or known conflicts of interest among the Cities respecting issues raised in Settlement Activities or litigation relating to the White Mountain Apache Tribe's water rights.
- 10.3. In the event the Cities, with Counsel's assistance, are unable to resolve a conflict of interest among them, such conflicts shall be dealt with in accordance with the Supreme Court's Rules of Professional Responsibility; provided, however, this Contract shall be construed to confer upon each City and upon Counsel a direct obligation to negotiate in good faith in an attempt to resolve such concerns in order to allow Counsel to continue to represent the remaining Cities in situations where the rules would require Counsel to cease representing one or more of the Cities.
- 10.4. Each City is entitled to actively participate on issues in Settlement Activities or litigation relating to the White Mountain Apache Tribe's water rights claims and consistent with the Supreme Court's Rules of Professional Responsibility.

- 10.5. For convenience or cause other than a conflict of interest among the Cities, the Cities may withdraw from future obligations under their Contract with Counsel upon written notice to Counsel; provided, however, Counsel’s Contract will remain in full force and effect as to the remaining Cities. Additionally, the percentage division and allocation of the total bill for the remaining cities as outlined in Paragraph 4.3 shall be increased to make up for the loss of the withdrawing City. The withdrawing Cities shall pay Counsel for their proportionate share of all legal services and expenses incurred up to the date of withdrawal. If requested by the withdrawing city, Counsel shall provide the withdrawing city, within thirty (30) days a copy of Counsel’s file provided that the withdrawing city shall pay Counsel for the photocopy charges incurred in copying said file. In the event the withdrawal of one or more Cities raises issues regarding use by Counsel for the remaining Cities of confidential or privileged information, such conflict shall be dealt with in accordance with the Supreme Court’s Rules of Professional Responsibility; provided however this contract shall be construed to confer upon such City and upon Counsel a direct obligation to negotiate in good faith in an attempt to resolve such concerns in order to allow Counsel to continue to represent the remaining Cities in situations where the rules would require Counsel to cease representing one or more of the Cites.
- 10.6. That given the large number of diverse interested parties in Settlement Activities relating to the CAP litigation and the settlement of the Gila River Indian Community claims, Counsel shall generally have the right to continue to represent or to undertake to represent existing or new clients in any matter consistent with the Supreme Court’s Rules of Professional Responsibility.

ATTEST:

CITY OF AVONDALE

\_\_\_\_\_  
City Clerk

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

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

ATTEST:

CITY OF CHANDLER

\_\_\_\_\_  
City Clerk

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

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

ATTEST:

CITY OF GLENDALE

\_\_\_\_\_  
City Clerk

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

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

ATTEST:

CITY OF SCOTTSDALE

\_\_\_\_\_  
City Clerk  
ENGELMAN BERGER, P.C.

By \_\_\_\_\_

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

**DETERMINATION OF LEGAL COUNSEL**

The foregoing Agreement has been reviewed by the undersigned attorneys who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the respective public entities they represent.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Avondale City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chandler City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Glendale City Attorney

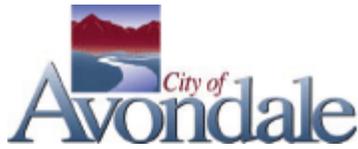
\_\_\_\_\_  
Date

\_\_\_\_\_  
Scottsdale City Attorney

**EXHIBIT "A"**

During the term of the Contract, Counsel will bill the Cities at the hourly rate of \$260.00 for the time of William H. Anger and other shareholders in the firm, counsel's hourly rate may increase by \$10.00 per hour each year on the anniversary of the Effective Date. All other attorneys in the firm or attorneys contracted by the firm to perform services under this Agreement will be billed at the rate not to exceed \$220.00 per hour. Paralegals will be billed at the rate of \$135.00 per hour.

Counsel will bill for the reasonable expenses incurred in performing its legal services. These expenses will include long-distance telephone charges, fax charges, electronic research charges, delivery charges, mail expense associated with any filing in the case, printing and copying, and payments to third parties for filing fees, transcripts, travel expenses, including, without limitation, meals and lodging, for settlement negotiations and meetings outside of the Phoenix metropolitan area, and other items for the Cities' benefit under this contract.



# CITY COUNCIL REPORT

**SUBJECT:**  
Professional Services Agreement – Dick & Fritsche  
Design Group –Northwest Public Safety Facility

**MEETING DATE:**  
May 5, 2008

**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 Professional Services Agreement with Dick & Fritsche Design Group (DFDG) to provide design services for the Northwest Public Safety Facility in the amount of \$710,027, approve a reimbursable allowance for printing expenses in the amount of \$30,000; for a total project cost of \$740,027, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

In December 2007, the City of Avondale (Avondale) entered into an Intergovernmental Agreement (IGA) with the City of Litchfield Park (Litchfield) whereby Avondale would provide fire and emergency medical services to Litchfield from a new fire station (Station 174). Fire Station 174 will be located on the campus of Estrella Mountain Community College (EMCC) (see attached vicinity map). Construction of the fire station will provide Litchfield with long-term fire and emergency medical service delivery. The fire station will also provide service to northwest Avondale, which will significantly improve response times in that portion of the City. The facility will also include a substation for the Avondale Police Department, two (2) EMCC classrooms and appropriate space to support the college campus security functions, as per the Lease Agreement for the Fire Station Site between the City of Avondale and LitchfieldPark with Maricopa County Community College District.

Southwest Ambulance is the contracted ambulance provider for the City of Avondale. Southwest Ambulance is committed to expanding its emergency medical responses throughout the area. Locating an ambulance within this station will be a great benefit to the citizens and visitors of both the Cities of Avondale and LitchfieldPark.

Avondale will manage the design and construction of the public safety facility which will consist of approximately 17,000 square feet located on the EMCC campus in Avondale (“Project”). The new facility, planned to open January, 2010, will provide living space for on-duty fire crews, enclosed bays/garages for fire apparatus, a full service police substation, two (2) EMCC classrooms, appropriate space to support EMCC campus security functions, and space to house an ambulance and crew.

EMCC will provide a site consisting of approximately 3.5 acres at the northwest corner of Dysart Road and Sage Lane in Avondale for this proposed facility. The Northwest Public Safety facility design will be configured to meet the site requirements and will include all necessary site preparation.

Design and construction of this project must be in conformance with all existing applicable Avondale guidelines and codes. It is the intent of Avondale to facilitate this project in a timely manner and to guide the Architectural Design Group through the proper Avondale approval processes. The design team will be required to obtain all necessary supplemental reports and surveys necessary in order to move into the actual design phase. Cost effective construction in the shortest possible time frame will be the guiding principle behind design and construction of the Project.

The design must give maximum consideration to compatibility with the surrounding area, effective and efficient space utilization, access, energy efficiency and overall site and building security. Consideration will also be given to including some form of public art as a part of this project.

### **DISCUSSION:**

Services required for the complete design of the new 17,000 square foot facility include the preparation of construction drawings, specifications and contract documents, tabulation of construction quantities, an estimate of construction costs, and construction administration services.

The basic consultant services required for this project include, but are not limited to:

- Architectural Services
- Design Services
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Geotechnical Services
- Survey Services
- Traffic Engineering & Signal Design
- Interior Design
- Landscape Architecture
- Construction Estimating Services (Allowance)
- Construction Administration
- Utility Coordination
- Civil Engineering (Grading, Roadway, Utility & Drainage)
- LEED Certification (Allowance)

### **SELECTION PROCESS:**

The City of Avondale published a Request for Statements of Qualifications on March 6, 2008 for professional services to design a multi-functional public safety facility. Staff received six (6) Statements of Qualifications which were categorized and scored. A short list of three (3) firms was created. Presentations were held on March 25, 2008 and DFDG was selected as the most qualified firm for this project. Staff contacted references and DFDG is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, and received a proposal from DFDG for architectural and engineering services required for the complete design of the new facility . Staff reviewed the proposal and negotiated the scope of services and contract price in the amount of \$710,027 (see attached).

### **SCHEDULE:**

The tentative schedule for design and construction is as follows:

#### Design:

Notice-to-Proceed – May 2008

Final Design – December 2008

#### Construction Manager at Risk (CMAR):

Notice-to-Proceed – June 2008

Begin Construction – January 2009

End Construction – January 2010

### **BUDGETARY IMPACT:**

Funding for this project is available in FY08-09. However, if funding is required for FY07-08, the funds will

be transferred from Line Item 319-1217-00-8220 to 319-1223-00-8001.

**RECOMENDATION:**

Staff recommends that the City Council approve a Professional Services Agreement with Dick & Fritsche Design Group (DFDG) to provide design services for the Northwest Public Safety Facility in the amount of \$710,027, approve a reimbursable allowance for printing expenses in the amount of \$30,000; for a total project cost of \$740,027, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

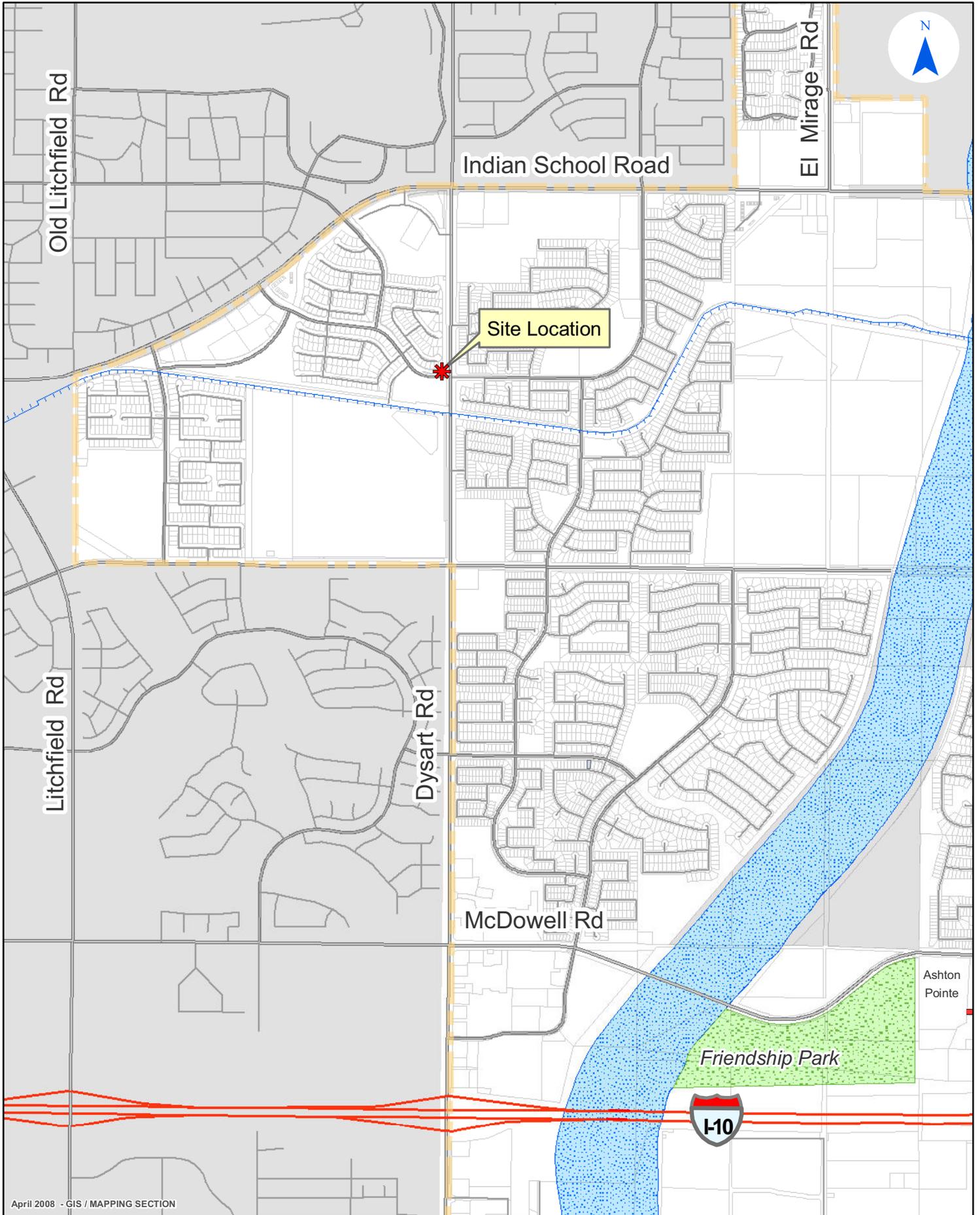
**ATTACHMENTS:**

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 [Vicinity Map](#)

 [PSA](#)

# VICINITY MAP



April 2008 - GIS / MAPPING SECTION

## CITY OF AVONDALE Proposed Northwest Public Safety Facility

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
DICK & FRITSCHÉ DESIGN GROUP, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of May 5, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Dick & Fritsche Design Group, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications (the "RFQ") seeking statements of qualifications from Consultants for professional consulting and design services related to the City's new Northwest Public Safety Facility to be located on the west side of Dysart Road, north of Thomas Road and south of the Roosevelt Irrigation District Canal, on the campus of the Estrella Mountain Community College (the "Services").

B. The Consultant responded to the RFQ by submitting a document entitled Scoping Document for the Avondale Northwest Public Safety Facility, dated April 29, 2008, and supporting background documents (collectively, the "Proposal"), which is included as a portion of the Scope of Work, attached hereto as Exhibit A, and incorporated herein by reference. The City desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 1, 2009.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, including the Proposal. The City shall have the option, but not the obligation, to select either of the items listed as "optional" in subsections 8 and 9 of the portion of the Scoping Document for the Avondale Northwest Public Safety Facility dated April 29, 2008, and, if chosen by the City, the Consultant shall provide the "optional" services for the amounts set forth in the Proposal.

3. Compensation. The City shall pay Consultant a price not to exceed \$710,027.00 for the Services as set forth in the Fee Estimate including "optional" services, attached hereto as part of Exhibit A.

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

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

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

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

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

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

11. Insurance.

11.1 General.

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

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

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

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

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

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

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant

shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

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

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

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

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

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

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

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

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

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

#### 11.2 Required Insurance Coverage.

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

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

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant

shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

13. Termination; Cancellation.

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

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

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

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further

obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

#### 14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which

shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

14.13 Offset.

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

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

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

If to the City: City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Facsimile: 623-333-0100  
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.  
201 East Washington, Suite 800  
Phoenix, Arizona 85004-2327  
Facsimile: 602-340-1538  
Attn: Andrew J. McGuire, Esq.

If to Consultant: Dick & Fritsche Design Group, Inc.  
4545 East McKinley Street  
Phoenix, Arizona 85008  
Facsimile: 602-954-6954  
Attn: John W. Dick

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, (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, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

14.16 Conflicting Terms. In the event of a conflict between two or more of the following: the Agreement, the Scope of Work, the RFQ and the Proposal, the documents shall govern in the aforementioned order.

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

**“City”**

CITY OF AVONDALE, an Arizona  
municipal corporation

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

ATTEST:

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

**“Consultant”**

DICK & FRITSCHER DESIGN GROUP, INC.,  
an Arizona corporation

By: \_\_\_\_\_  
John W. Frick, President

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2008,  
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 \_\_\_\_\_, 2008,  
by John W. Dick as President of DICK & FRITSCHER DESIGN GROUP, INC., an Arizona  
corporation, on behalf of the corporation.

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
DICK & FRITSCHE DESIGN GROUP, INC.

[The Proposal]

See following pages.

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
DICK & FRITSCHE DESIGN GROUP, INC.

[Scope of Work]

See following pages.

## SCOPE OF WORK

The final Northwest Public Safety Facility design will include the following initial list of elements:

- 1. General**
  - a. Central reception/receiving area
  - b. Public restrooms
  - c. Emergency Power generator with dual fuel capabilities.
  - d. Conference room that will accommodate up to 15 personnel
  - e. Physical fitness/workout room to accommodate both fire and police personnel
  - f. Secure information technology room
  
- 2. Fire Operations Area**
  - a. On-duty crew dining/day room.
  - b. Commercial type kitchen or equivalent.
  - c. Individual sleeping quarters for a minimum of 8 on-duty personnel.
  - d. Restroom/shower facilities that consider male and female personnel.
  - e. Supervisor's office with sleeping quarters
  - f. Turnout gear storage room
  - g. HazMat/laundry room
  - h. Tool/storage area
  - i. General storage area
  - j. Three fire apparatus bays with drive-thru capabilities. The length of two of the bays must accommodate 2 typical fire engines end to end with adequate space to maneuver around and between apparatus.
  
- 3. Avondale Police Substation**
  - a. Briefing room
  - b. Office configuration that will accommodate 3 managers
  - c. File/copy room
  - d. Secure evidence room
  - e. Break room
  - f. Interview room
  - g. General storage areas
  - h. Male/female locker facilities
  
- 4. Ambulance Quarters**
  - a. Covered apparatus bay (4th fire station bay)
  - b. Individual sleeping quarters for 3 personnel.
  - c. Central work space for administrative computer work station
  
- 5. EMCC Classrooms**
  - a. Two standard sized classrooms
  - b. Ancillary classroom office and storage space
  - c. Public restrooms
  - d. Secure information technology closet

**6. Campus Security**

- a. Administrative offices
- b. Locker facilities

**7. Exterior Features**

- a. Parking configuration that will provide a secured parking area with covered parking for a minimum of 15 on-duty fire personnel or fire department vehicles and a separate and distinct secured parking area with covered parking for a minimum of 24 police vehicles and personnel.
- b. Drive-through features for fire apparatus and ambulance bays to eliminate need for backing.
- c. Readily accessible public parking space.
- d. Appropriate student parking
- e. Analysis of existing EMCC entrance to be shared with Fire, Police and Southwest Ambulance

**8. Furniture, Fixtures, and Equipment.** Include all necessary furniture, appliances, fixtures, and equipment required to inhabit and fully utilize the fire and police portions of the building including all equipment necessary to link with the Phoenix Fire Department Dispatch System and Avondale information technology and security systems and the appropriate connections (conduit, wiring, etc) to connect to the EMCC information technology and security systems. EMCC will provide all necessary furniture, appliances, fixtures and equipment required to inhabit and fully utilize the classroom and campus security portions of the building.

## SCOPING DOCUMENT FOR THE AVONDALE NORTHWEST PUBLIC SAFETY FACILITY

Owner: City of Avondale, Arizona or "Owner"  
Architect: Dick & Fritsche Design Group (DFDG) or "Architect"  
Date: April 29, 2008

### **A. PROJECT DESCRIPTION & CRITERIA**

1. The project will be generally as described in the owner's RFQ, a 17,000 – 18,000 SF building located on the Estrella Mountain Community College Campus (EMCC). The final program elements will be defined as part of this project, but generally consist of:
  - a. Fire station: approximately 9000 SF.
  - b. Police substation: approximately 6000 SF.
  - c. EMCC classrooms: approximately 2500 SF.
  - d. Southwest Ambulance space: approximately 500 SF.
2. The site is near the northwest corner of Dysart Road and the north entry road into the campus, approximately 3.5 acres. The final site configuration and location will be determined during the initial planning studies. Access to the site will be from the existing campus entry road / Sage Lane. The project will not include access for emergency vehicles via a separate dedicated driveway with median cut on Dysart Road.
3. The EMCC campus master plan may need to be modified during this project, based on final site configuration, but such master planning services are not included in the project scope. The adjacent site for the West Valley Art Center may be subject to change, and the proposed roadway connection across the canal to Osborn Road may not ever be a reality.
4. Functional elements within the project will be as outlined in the RFQ, and will be confirmed during the programming phase. Initial project requirements include:
  - a. General:
    - Central reception / receiving area.
    - Public restrooms.
    - Emergency power generator with dual fuel capabilities.
    - Physical fitness / workout room to accommodate both police and fire personnel.
    - Secure information technology room.
  - b. Fire Operations Area:
    - On duty crew dining / day room.
    - Commercial type kitchen or equivalent.
    - Individual sleeping quarters for a minimum of 8 on duty personnel.
    - Restroom / shower facilities that consider male and female personnel.
    - Supervisor's office with sleeping quarters.
    - Turnout gear storage room.
    - HazMat / laundry room
    - Tool / storage area.
    - General storage area.

- Three fire apparatus bays with drive-thru capabilities. The length of two bays must accommodate 2 typical fire engines end to end with adequate space to maneuver around and between apparatus.
- c. Avondale Police Substation:
- Briefing room.
  - Office configuration that will accommodate 3 managers.
  - File / copy room.
  - Secure evidence room.
  - Break room.
  - Interview room.
  - General storage areas.
  - Male / female locker facilities.
- d. Ambulance quarters:
- Covered apparatus bay (4th fire station bay).
  - Individual sleeping quarters for 3 personnel.
  - Central work space for administrative computer work station.
- e. EMCC classrooms:
- Two standard sized classrooms.
  - Ancillary classroom office and storage space.
  - Public restrooms.
  - Secure information technology closet.
- f. Campus security:
- Administrative offices.
  - Locker facilities.
- g. Exterior features:
- Parking configuration that will provide a secured parking area with covered parking for a minimum of 15 on duty fire personnel or fire department vehicles and a separate and distinct secured parking area with covered parking for a minimum of 24 police vehicles and personnel.
  - Drive-through features for fire apparatus and ambulance bays to eliminate need for backing.
  - Readily accessible public parking space.
  - Appropriate student parking.
  - Analysis of existing EMCC entrance to be shared with Fire, Police and Southwest Ambulance.
- h. Furniture, Fixtures and Equipment (FF&E):
- Include all necessary furniture, appliances, fixtures, and equipment required to inhabit and fully utilize the fire and police portions of the building including all equipment necessary to link with the Phoenix Fire Department Dispatch System and Avondale information technology and security systems and the appropriate connections (conduit, wiring, etc.) to connect to the EMCC information technology and security systems.
  - EMCC will provide all necessary furniture, appliances, fixtures and equipment required to inhabit and fully utilize the classroom and campus security portions of the building. Design or selection of EMCC FF&E is not part of the project scope.
5. Existing site utilities, either on the EMCC campus or in Dysart Road, are adequate to serve this project, based on preliminary conversations with the utility companies. Utilities include water, sewer, electric, phone, cable. Connections to existing campus IT

- infrastructure will be part of this project. The owner and/or EMCC will provide a copy of existing as-built drawings of utilities in the area if available. Water and sewer are provided by LIPSCO, a private corporation. The water main in Dysart Road belong to LIPSCO, the sewer main in Dysart Road belongs to Avondale, and the water and sewer in the campus entry road belong to EMCC. Water and sewer scope will include:
- a. Water will tie into the 12" line on the EMCC campus.
  - b. The base fee includes a new sewer connection to the existing sewer in Dysart Road.
  - c. In the event we cannot bring the sewer from Dysart, then an allowance is provided to connect to an existing manhole on the EMCC campus, with an allowance of 2300 feet of sewer line from the project to the manhole.
6. The existing entry roadway from Dysart to the campus will remain, and improvements to existing campus roadways or parking lots are not part of the project scope except for some improvements to Sage Lane on the campus. A new signalized intersection at Dysart Road and Sage Lane / campus entry will be installed and operational prior to commencement of this project. The Avondale Fire Department, in conjunction with Avondale Traffic Engineering, have determined that emergency vehicle access will be from the existing campus roadway / Sage Lane, with an emergency traffic light installed at the driveway into the project site. This light will be controlled by the Fire and/or Police Departments, and will be coordinated with the traffic signal in the intersection.
  7. EMCC will provide the design team with a copy of the campus master grading & drainage plan.
  8. The building will be conventional construction, consistent with the design and materials existing on the campus. The building will be single story, although a mezzanine option will be explored if it improves functionality.
  9. The project budget for design, construction, contingency and FF&E (excluding EMCC FF&E) is \$6 Million. The preliminary project schedule shall be as mutually determined by the owner and the architect. Detailed project scheduling will be provided by the CMAR.
  10. The owner or EMCC will provide any required environmental studies or reports, or ALTA survey and legal descriptions of the site if required by the Intergovernmental Agreement.
  11. The project will be designed to meet current goals for energy efficiency and sustainability. The City may elect to pursue LEED certification, and that decision will be made prior to completion of schematic design. In the event the City does pursue LEED certification, LEED commissioning would be provided by an outside third party or the CMAR and is not part of the project scope. LEED registration fees would be paid directly by the owner. An optional allowance for design fees related to LEED certification are outlined in the fee proposal section.
  12. The relationship of this project to the EMCC campus, such as pedestrian linkage, vehicular circulation and parking, landscape and hardscape, site lighting, will be considered during preliminary design, but actual design of any connections with the campus are not part of the project scope, except for IT and telecommunications linkage.

13. The utility infrastructure may be designed or sized for future extensions beyond the project site, or future expansion of the building. This will be determined during programming.
14. The owner will provide the equipment list for the fitness equipment, and all special fire and police equipment that will be installed.
15. EMCC will provide a list of all required FF&E for purposes of preliminary planning layouts. The EMCC FF&E is not part of the project budget, and will be purchased directly by EMCC.
16. The owner intends to hire a Construction Manager At Risk (CMAR) to be the contractor for the project. The CMAR will be responsible for providing the following services:
  - a. Project scheduling using Microsoft Project.
  - b. Cost estimating and value engineering.
  - c. Design of fire alarm and fire sprinkler systems, based on performance specifications provided by the design team.
  - d. Providing onsite testing and special inspections as required, including materials testing, special structural inspection, special electrical inspection, and EIFS inspection if applicable.
  - e. Providing construction site field engineering and staking, including horizontal and vertical controls.
  - f. Final design and installation of signage and graphics through the subcontractor.
  - g. Preparation of as-built drawings, and providing the owner with final as-built prints and electronic files.
  - h. Training of City staff in operations and maintenance of systems and equipment.
  - i. Prepare and distribute minutes of all meetings during the construction phase.
  - j. Printing of sets of documents for estimating, bidding and construction as required.
17. This project will not be tied into the EMCC central plant system, and will have its own stand-alone HVAC system and emergency power system. The type of systems will be determined during design.
18. The owner and EMCC will provide information regarding their requirements for special systems, including security, telecom, IT, A/V systems, controls, and other special systems.
19. The primary project stakeholders include the Avondale Fire Department, Avondale Police Department, Avondale IT Department, EMCC, City of Litchfield Park, and Southwest Ambulance. The needs and priorities of all stakeholders will be considered throughout the design of this project. The design team will facilitate communication between the groups, and endeavor to identify priorities and build consensus. The City of Avondale will have the ultimate authority to resolve or make decisions involving competing interests and priorities between the stakeholders, and the City will provide a project manager as the primary point of contact.
20. The property is currently zoned Commercial, and is suitable for development of this project. There may be a need for a variance related to setbacks or other critical elements of the site plan, in which case the City will handle the processing of any variance request.

21. The owner will provide the Division 0 specifications and project requirements to be included in the project manual. The owner and/or the CMAR will provide any Division 1 specification sections they want included in the manual. The architect will prepare other specification sections as required.

## **B. GENERAL TASKS / SCOPE OF WORK**

### **B-1. GENERAL REQUIREMENTS**

1. The project shall be designed to meet applicable codes and ordinances as prescribed by the City of Avondale.
2. The architect will include an allowance for internal reimbursable expenses as defined in Section E. The City will establish an account with a reprographics company as defined in Section E, and will pay directly for printing of documents for all required submittals. During the preconstruction period, the CMAR will carry a separate allowance for printing of bid documents, required permit review sets, and printing of final construction sets. The City, through the reprographics company, will provide the CMAR with one set of documents plus an electronic file at each review package and the CMAR will be responsible for printing all review sets as required by the City at each phase of design. The following submittals will be required:
  - a. Early concept and design presentations: 8 sets plus 1 set colored prints to stakeholders.
  - b. City site plan review: as required by City ordinance.
  - c. SD phase 30%: 8 sets to stakeholders, 1 set to CMAR.
  - d. DD phase 60%: 8 sets to stakeholders, 1 set to CMAR.
  - e. CD phase 90%: 8 sets to stakeholders, 1 set to CMAR, 2 sets to Building Safety.
  - f. CD phase 100%: 8 sets to stakeholders, 1 set to CMAR, 2 sets to Building Safety.
3. Team meetings will be as outlined in the following sections. The architect shall prepare and distribute meeting minutes with action item tracking during the design phases of the project.
4. During the course of the project design, the architect will include several presentations:
  - a. Two (2) presentations to City Manager.
  - b. One (1) presentation to City Council during work session.
  - c. Two (2) formal presentations to City Council including other stakeholders.
5. Building Information Modeling (BIM) will not be required of the design team for this project, all documents will be produced using AutoCAD / ADT systems.

### **B-2. PROGRAM VERIFICATION / CONCEPTUAL PLANNING SERVICES**

1. Verify program and space needs requirements for all the departments and user groups that will occupy the building. This will be accomplished in several work sessions with the user groups, plus some individual meetings with key personnel as required. The owner will provide full information regarding technical requirements for IT, communications, security, environmental, and other conditions that will apply to the design.

2. This phase will include visits to other existing local public safety facilities as recommended by the owner.
3. Prepare and distribute a space needs summary for review and approval.
4. Develop concept planning layouts concurrent with programming to establish the optimum building layout to meet the present and future needs, and evaluate site configuration options and relationship with the EMCC campus.
5. Recommend final site location, size and configuration for review and approval by the City, EMCC and other stakeholders. Recommend location of ingress / egress, and other site criteria.

### **B-3. SITE ANALYSIS & SITE ENGINEERING SERVICES**

1. Provide a site survey, including boundary and topographic information, based on the approved site location and configuration. Provide legal description for the new site. Note any easements or restrictions that will affect the site. Identify existing utilities on or adjacent to the site, and in existing rights of way.
2. Provide geotechnical report for the project site.
3. Provide a preliminary traffic engineering statement to assist in evaluation of vehicular ingress and egress with emphasis on emergency service vehicle access. Obtain input from the Fire Department, Police Department, and City Traffic Engineering. This will be a limited study, not a complete traffic study.
4. Provide site hydrology study and grading and drainage options as required for the City site plan review process.
5. Provide preliminary landscape plans as required for the City site plan review process.
6. Conduct site analysis of utilities and infrastructure needs for the project. Make preliminary recommendations for utility connections and connectivity to the City and EMCC IT networks.
7. Based on direction received through the City site plan review process, prepare final civil engineering design, plans and specifications for:
  - a. Grading and drainage, storm drain and retention facilities.
  - b. Site utilities (water and sewer) and fire loop.
  - c. Curb, gutter, hardscape, and paving design.
  - d. Offsite improvements as required for utility connections, driveway entrances, and related work.
  - e. Storm water management plan.
  - f. Coordinate with City of Avondale and other agencies as required to obtain permits and approvals.
  - g. Document submittals include pre-application and site plan review, 30%, 60%, 90% and 100% phases.
8. Coordinate for design and installation of an emergency traffic light at the driveway entrance to the site, and interface with traffic signal in the intersection of Dysart and Sage Lane.

9. Provide final plans and specifications for onsite landscape and irrigation systems:
  - a. Detailed planting plan and plant schedule.
  - b. Irrigation plan and details.
  - c. Coordinate with City of Avondale and other agencies as required to obtain permits and approvals.
  - d. Document submittals include pre-application and site plan review, 30%, 60%, 90% and 100%.
  
10. Provide the following services by the civil engineer and landscape architect during the construction phase:
  - a. Respond to contractor questions and RFI's.
  - b. Reviews submittals and shop drawings.
  - c. Attend up to 3 jobsite meetings and conduct field observation, with written report.
  - d. Conduct pre-final punchlist inspection and prepare punchlist.
  - e. Conduct final walk-through upon completion.
  - f. Review contractor M&O manuals and as-built drawings.

#### **B-4. BUILDING DESIGN SERVICES**

1. Schematic Design Phase (30%):
  - a. Develop functional floor plans that meet the needs of the user groups as identified in the program summary report.
  - b. Develop exterior elevation studies that indicate the general design concept.
  - c. Prepare preliminary building sections indicating preliminary structural systems, wall materials, and heights of major spaces and building elements.
  - d. Prepare preliminary analysis of building structure and preliminary framing plans.
  - e. Prepare preliminary narrative of building systems including HVAC, plumbing, electrical, and special systems.
  - f. Architect to attend up to 6 meetings with the City, EMCC and user groups during this phase to review the progress of the planning and design, and make necessary revisions.
  - g. Near the end of this phase, attend the pre-application meeting with Avondale Development Services, and submit the site plan package for review and approval.
  - h. Submit the 30% design package to the City for review and approval.
  - i. Submit the 30% package to the CMAR for cost estimating.
  - j. At the appropriate time, provide computer modeling and sketches as required for communication of the design concepts. The computer modeling will allow different views indicating scale, proportions, and major design elements. Upon approval of the final design concept, provide one perspective colored rendering of the selected design, mounted on board for presentation purposes.
  
2. Design Development Phase (60%):
  - a. Based on the approved 30% documents, continue to develop the design in further detail.
  - b. Develop exterior and interior elevations.
  - c. Determine building systems and materials for construction.
  - d. Prepare preliminary structural engineering including foundations, walls and columns, and roof structure.

- e. Prepare preliminary mechanical engineering including types of systems, equipment sizes and locations, preliminary duct layout, ventilation, and special requirements.
  - f. Prepare preliminary plumbing design including fixture locations and types, major piping routes, and equipment locations.
  - g. Prepare preliminary electrical design including service entrance location, power distribution, lighting, site power and lighting, and power and conduit infrastructure to support the special systems.
  - h. Prepare preliminary project specifications.
  - i. Architect to attend up to 5 meetings with the City, EMCC and user groups during this phase to review the progress of the planning and design, and make necessary revisions.
  - j. Submit the 60% design package to the City for review and approval.
  - k. Submit the 60% package to the CMAR for cost estimating.
3. Construction Documents Phase (90% / 100%):
- a. Based on the approved 60% documents, finalize all design required to complete the construction documents as required for permits and approvals.
  - b. Complete design for architectural, structural, mechanical, plumbing, and electrical engineering, including necessary drawings and calculations.
  - c. Architect to attend up to 5 meetings with the City, EMCC and user groups during this phase to review the final design and make necessary revisions or adjustments.
  - d. Prepare final specifications and project manual.
  - e. Submit pre-final documents at the 90% stage for review by the City and user groups.
  - f. Submit the 90% documents to the City Building Department for plan review.
  - g. Based on review comments, make necessary corrections and submit the final 100% set of documents to the City for permit.
  - h. Submit the 100% documents to the CMAR for final subcontractor bidding, and for construction purposes.

#### **B-5. DESIGN OF SPECIAL SYSTEMS**

1. Based on detailed information provided by the user groups, provide design for special systems including:
  - a. IT / data systems related to the City of Avondale.
  - b. IT / data systems related to EMCC.
  - c. Fire dispatch / coordination with City of Phoenix system.
  - d. Telecommunications systems.
  - e. Security systems.
  - f. Fire alarm systems (performance specifications only – design by contractor).
  - g. Fire sprinkler systems (performance specifications only – design by contractor).
  - h. A/V and classroom technology systems.
  - i. Control systems.
2. Coordinate with utility companies, fire department, police department, Southwest Ambulance, and EMCC user groups as required to ensure compatibility of systems.
3. Submit applicable narrative, drawings and specifications in conjunction with the architect's design submittals at 30%, 60%, 90% and 100%.

**B-6. CONSTRUCTION PHASE SERVICES**

1. Provide the following services during construction:
  - a. In-house review of shop drawings and submittals, respond to RFI's, provide clarification of documents, and maintain team communication and coordination.
  - b. The architect will attend up to 20 site meetings and perform on-site observation of the work, prepare field report.
  - c. Mechanical and electrical engineering consultants will attend up to 8 jobsite meetings and perform inspection of the work. Other consultants will attend up to 3 jobsite meetings, and provide on-site observation at periodic intervals as required by the nature of the work. Provide written field reports.
  - d. Structural engineer to provide special structural inspection as required, to be paid for by the CMAR from the testing & inspection allowance.
  - e. Upon substantial completion, perform pre-final inspection and prepare punchlist.
  - f. Upon final completion, perform final inspection.
  - g. Assist in project closeout, review of as-built drawings, M&O manuals and other deliverables from the CMAR.

**B-7. FF&E SERVICES**

1. Provide layout, selection and specifications for FF&E for the Fire Department, Police Department, and Southwest Ambulance areas, based on programming requirements, including:
  - a. Furnishings for public areas.
  - b. Furnishings for general operations and administrative areas.
  - c. Equipment and furnishings for kitchens and break areas.
  - d. Furnishings for sleeping quarters.
  - e. Built-in casework or furnishings for special areas such as communications, control centers, reception desks, etc.
  - f. Laundry equipment.
  - g. Location or layout of special equipment for EMS, police and fire operations, based on a complete equipment list provided by the City and Southwest Ambulance.
  - h. Layout of fitness equipment based on a complete list provided by the City.
2. As part of the 60% document submittal, provide a preliminary layout for all FF&E for police, fire, and EMS. Based on review comments, make necessary corrections.
3. Provide a preliminary layout for FF&E for the EMCC classrooms, which will be selected and purchased separately by EMCC. No further services will be required in connection with the EMCC FF&E.
4. As part of the 90% and 100% document package, provide final layout of FF&E, along with specification package. For modular workstations, the furniture vendor will prepare the detailed drawings and parts list, to be submitted as a shop drawing for review.
5. Review submittals and shop drawings for all FF&E to be purchased under this project scope.
6. During construction, assist the CMAR in coordination of the FF&E installation, review final installation and prepare punchlist.

7. Small, loose furnishing or equipment items will be selected and provided by the City or user groups, and are not part of the FF&E scope (i.e. computers, desk lamps, wastebaskets, desk pads, artwork, etc.).

#### **B-8. COST CONSULTING / ESTIMATING SERVICES (OPTIONAL)**

1. The CMAR will provide all cost estimating and value engineering for this project. In the event the City elects to authorize this optional service, then the architect and cost consultant will provide estimating as provided in this section. If the City does not elect this optional service, then cost estimating will not be part of the project scope.
2. During the program verification / conceptual phase, provide independent cost consultant to prepare preliminary baseline cost model for the project, using the conceptual drawings and narrative as a basis. Coordinate with the CMAR in development of the cost model.
3. At each stage of design (30%, 60% and 90%) review the CMAR's estimate, and assist in reconciliation or confirmation of estimated costs for site development, building construction, FF&E, special systems, and LEED certification points (if applicable).

#### **B-9. DESIGN FOR LEED CERTIFICATION (OPTIONAL)**

1. This option will be effective in the event the City elects to pursue LEED certification. If the City does not elect this option, then this section will not be part of the project scope.
2. Conduct LEED work session with City and EMCC staff to review a preliminary LEED checklist and decide what LEED points to pursue or not pursue.
3. During each phase of design, prepare and update LEED checklist to track the points that will be incorporated into the design.
4. Each design discipline will incorporate sustainable practices into applicable areas of the project, including:
  - a. Natural day lighting where possible.
  - b. Energy efficient mechanical and electrical systems.
  - c. Low water use plumbing fixtures.
  - d. Use of recycled materials or materials with recycled content.
  - e. Low water use landscape materials and irrigation systems.
  - f. Construction activities and methods that minimize waste.
  - g. Other sustainable practices consistent with project goals.
5. Prepare the preliminary LEED application documents for submittal by the City.
6. During construction, assist the CMAR in monitoring the LEED checklist progress, and coordinating the required documentation.
7. Prepare the final LEED documentation forms for submittal by the City to the USGBC.

**C. EXCLUSIONS / ADDITIONAL SERVICES** Services identified under this section are not included in the architect's scope of work, and would be provided by others if required, or as Additional Services.

1. A major change or increase in the project scope or budget (i.e. increase of more than 10%), or making revisions to the design or documents that are inconsistent with previously furnished information or approvals.
2. Design of future buildings or improvements that are not intended to be constructed as part of this project.
3. Modification or update to the existing EMCC master plan, or design of pedestrian linkage or vehicular circulation related to the EMCC campus.
4. LEED commissioning services in the event the City elects to pursue LEED certification.
5. Scale models, additional renderings or computer animations beyond the one rendering outlined in Basic Services.
6. Post-construction services such as record drawings and warranty inspections or coordination.
7. Additional meetings, presentations, field investigations, or site visits beyond those noted above, or an extension to the project schedule that necessitates additional time on the part of the architect or its subconsultants.
8. Services required as a result of non-performance or defects in workmanship or materials on the part of the CMAR or subcontractors.

**D. FEE PROPOSAL** The following lump sum fees relate to the General Tasks / Scope of Work as outlined in Section B. Refer to attached proposals from subconsultants for detailed scope and breakdown of tasks / hours / staff type / rates.

1. B-1 General Requirements: (Included in fees shown below).
2. B-2 Program Verification / Conceptual Planning: \$16,160
3. B-3 Site Design (Civil & Landscape):
 

• Survey	\$13,142	
• Geotechnical Report	\$2,420	
• Traffic Statement	\$4,037	
• Traffic Light	\$11,160	
• Civil & Landscape Design	\$112,710	
• Civil & Landscape Construction Phase	<u>\$16,121</u>	
Subtotal – Basic Geotechnical, Civil & Landscape:		\$159,590
• Allowance for sewer service extension:	\$27,500	
• Allowance for utility potholes:	<u>\$7,700</u>	
Subtotal – Civil Allowances:		\$35,200
4. B-4 Building Design (Architectural, Structural, MP&E):
 

• Schematic Design	\$61,781	
• Design Development	\$70,530	
• Construction Documents	<u>\$108,003</u>	
Subtotal – Architectural, Structural, MP&E:		\$240,314

5.	B-5 Special Systems:	\$9,268
6.	B-6 Construction Phase:	\$103,639
7.	B-7 FF&E:	<u>\$19,440</u>
	<b>SUBTOTAL – BASIC PROFESSIONAL FEES:</b>	<b>\$583,611</b>
	Architect’s Internal Reimbursable Expense Allowance:	\$10,000
	<b>TOTAL BASIC FEE:</b>	<b>\$593,611</b>
8.	B-8 Cost Consulting (OPTIONAL):	\$28,740
9.	B-9 LEED Certification (OPTIONAL):	\$87,676

#### **E. OTHER CONDITIONS**

1. Upon acceptance of this proposal, DFDG and the City of Avondale will enter into the City’s standard agreement as identified in the RFQ, with the following additions or changes:
  - a. This proposal and scope of work will become an exhibit to the agreement.
  - b. The City agrees to change the wording of paragraph 9 “Performance Warranty”: Change the end of that sentence “highest professional standards” to read “standard of care as determined for Arizona”.
2. Payment for professional services, additional services, reimbursable expenses, and other related fees will be invoiced on a monthly basis, based on services performed through that time period. Invoices that remain unpaid beyond 60 days of the invoice date will accrue a service charge at the rate of 1.0% per month.
3. The City and architect agree that reimbursable expenses related to the project will be handled in the following manner:
  - a. The City will establish a project account with Scott Blue (or other local reprographic company) and will directly pay the costs of the following services:
    - Scanning, printing or reproduction of all sets of documents required by the City for submittals to the City of Avondale, City of Litchfield Park, Estrella Mountain Community College, and Southwest Ambulance. This includes the site plan review submittals, and submittals at the 30%, 60%, 90%, and 100% review stages.
    - Providing one set of documents plus an electronic file of the documents to the CMAR at each phase of the project as required for estimating, bidding and construction.
    - Local delivery services related to such printing or submittals.
  - b. The architect will be reimbursed by the City for other direct expenses in connection with the project, including CAD plotting, in-house printing, photography, auto mileage at the current U.S. Government approved rate, and expenses of the architect’s consultants, all to be billed at cost with no markup. An allowance of \$10,000 is to be included in Section D above as part of the fee proposal. The architect will provide copies of all invoices and expenses with the monthly billing to support the requested reimbursement.

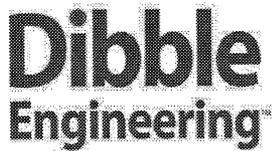
- c. The CMAR, as outlined in Paragraph 2 of Section B-1, General Requirements, will provide for all printing of documents required for cost estimating, bidding, and construction, unless the City provides for such printing as a condition of the agreement between the City and the CMAR.
4. Additional Services, if authorized by the City, would be performed at standard hourly rates or for a mutually agreeable fee. Additional services of the architect's subconsultants will be billed at the invoice cost multiplied by a factor of 1.10.
5. This fee proposal does not include sales taxes. In the event any governmental jurisdiction levies a sales or other tax on professional services, such tax would be calculated and added to the fee amount.
6. The fee amounts indicated in section D above include a 10% markup on the architect's subconsultant fees to reflect the architect's additional liability for the performance and work of the subconsultants.
7. The architect will retain original drawings, calculations and reports provided under the agreement for a period of 10 years following completion of construction. At the end of the 10 year period the architect will deliver the original documents to the owner. The architect assumes no responsibility for long-term archiving of project documents beyond the 10 year period, or unauthorized use of the documents.

Submitted by:

John W. Dick, AIA  
President  
Dick & Fritsche Design Group

Avondale Northwest Public Safety  
 DFDG Fee Analysis  
 4-14-08

<u>Task / Phase</u>	<u>Proj. Dir. \$180/hr</u>	<u>Proj. Mgr. \$120/hr</u>	<u>Design \$130/hr</u>	<u>CAD \$80/hr</u>	
Program / Concepts	34 hr \$6120	46 hr \$5520	20 hr \$2600	24 hr \$1920	\$16,160
Schematic Design	56 hr \$10080	112 hr \$13440	36 hr \$4680	124 hr \$9920	\$38,120
Design Development	34 hr \$6120	120 hr \$14400	22 hr \$2860	236 hr \$18880	\$42,260
Const. Documents	52 hr \$9360	184 hr \$22080	18 hr \$2340	420 hr \$33600	\$67,380
Const. Administration	64 hr \$11520	390 hr \$46800	0 0	60 hr \$4800	<u>\$63,120</u>
Total Architectural Fee – Basic Services:					\$227,040
Estimated architectural drawing sheets: 22					
FF&E:	16 hr \$160 / hr \$2560	98 hr \$120 / hr \$11760	64 hr \$80 / hr \$5120		\$19,440
LEED (Optional):	6 hr \$1080	48 hr \$5760	50 hr \$6500	24 hr \$1920	\$15,260



2440 North Litchfield Road  
Suite 210  
Goodyear, Arizona 85395  
phone 623.935.2258  
fax 623.935.2361  
www.dibblecorp.com

April 21, 2008

Mr. John Dick  
Dick & Fritsche Design Group  
4545 East McKinley Street  
Phoenix, Arizona 85008

**RE: City of Avondale Northwest Public Safety Facility, Avondale, Arizona  
Survey, Traffic & Civil Engineering services**

In response to your request for survey, traffic and civil engineering services for the approximate 3.5-acre site for the City of Avondale Northwest Safety Facility in Avondale, Arizona, at the Estrella Mountain Community College (EMCC) campus, we are pleased to submit this proposal.

**CONDITIONS:**

- The client will provide an Architectural site plan in AutoCAD format.
- The Client will provide a Geotechnical Report with recommendations for pavement section, trench excavation and percolation rates (as necessary) to complete the civil design.
- Survey will commence after an approved site plan is received from the Client.
- All permits to be acquired by Owner and/or Contractor.
- Civil related construction documents will be reviewed and permitted by the City of Avondale and Maricopa County Environmental Services Department as noted below.
- A current drainage master plan report for the EMCC campus (as available) will be provided by the Client.
- A current water and sewer master plan report for the EMCC campus (as available) will be provided by the Client.

**PROJECT UNDERSTANDING:**

The Avondale Northwest Public Safety Facility will be located on 3.5-acres of land located at the northeast corner of the EMCC campus, fronting Dysart Road or as close as possible dependant on the status of the West Valley Fine Arts Council parcel. Project access for the site to Dysart Road will be provided by the existing on-site Sage Lane roadway. Per EMCC a 12-inch water line enters the site from Dysart Road at the Sage intersection; this water line will serve this project for domestic water and fire service. Water and fire to the building will act as service lines only, therefore will not require Maricopa County Environmental Services Department approval only City of Avondale. It is expected that a new sewer line will be connected to the existing sewer line in Dysart Road and extended for service to this project, this sewer line size will be designed to allow for extension in the future for future development. If sewer service is not available from Dysart Road an allowance has been included, consisting of design and topographic survey for 2,300 linear feet of gravity sewer service to connect to the existing on-site system at the north end of the northwest buildings (see attached exhibit). Limits of Sage Lane roadway improvements, including striping, new asphalt, curb, gutter, median extension/median cut, include the Public Safety Facility driveway and approximately 300 linear feet on-site within the existing Sage Lane alignment entry road.

**SCOPE OF SERVICES:**

**A. Survey Services**

• **AERIAL-TOPOGRAPHIC SURVEY**

- a) Provide a Topographic Survey of the enclosed area displayed on EXHIBIT "A".
- b) Dibble Engineering will use Arizona State Plane Coordinates (North American Datum (NAD) '83/2007) adjusted to ground distances for the Horizontal Datum, and North American Vertical Datum (NAVD '88) for the Vertical Datum. The project will be tied to a minimum of two interdependent, City of Avondale, accepted bench marks.
- c) Dibble Engineering will perform supplemental field survey mapping:
  - Verification of aerial mapping using cross-sectional ground survey methods
  - Locate and define features that are not clearly defined from the aerial mapping (e.g. building corners, utilities)
  - Locate all surface utilities within the limits of the mapping
  - Locate top-of-valve elevations on water valves; locate inverts of sanitary sewer & storm drain manholes
  - Horizontal control will be set using industry-accepted GPS methods
  - Level runs will be performed from the above mentioned bench marks through the horizontal control set for the entire survey.
  - Locate and dip a maximum of three sewer manholes in Dysart Road.

• **Aerial Mapping**

As a Sub Consultant, Vertical Mapping Resources, Inc. will be providing 3 Dimensional mapping with one-half (1/2) foot contours at 1inch = 20 feet and ortho rectified (black & white) photography.

• **Boundary Survey**

- a) Dibble Engineering will research right-of-way, property boundary and legal description(s) of the parcels #501-71-935 & #501-71-936, and any easements or restrictions that may affect the site.
- b) Dibble Engineering will perform a boundary survey of the newly created parcel including setting of permanent property monuments that define the boundary of the new said parcel that contain the RLS number of the Registered Surveyor that will be sealing the drawing.

• **Deliverables**

- a) Dibble Engineering will provide a 1 inch = 20 feet scaled drawing of the Topographic Survey with one-half (1/2) foot contours on bond paper at a size of 24" x 36" along with an electronic AutoCAD Civil 3D file of said Project.
- b) Dibble Engineering will provide a sealed and 1 inch = 20 feet scaled drawing of the Final Results of Survey on bond paper at a size of 24" x 36" along with electronic AutoCAD Civil 3D file of said project.
- c) Dibble engineering will provide a Survey Control Sheet of the project site at 1 inch = 20 feet scale on bond paper at a size of 24" x 36".
- d) Dibble Engineering will provide a legal description and exhibit of the newly created parcel.

**B. Base Drawing Preparation**

- Prepare drawing combining survey with new information for use as a base drawing for the project
- Add existing utilities to base file from files and/or utility record drawings

**C. Preliminary Design/Site Plan Approval Services**

- Coordinate and assist Architect to prepare site plan for City of Avondale preliminary site plan submittal
- Prepare preliminary grading plan for City of Avondale preliminary site plan approval
- Prepare preliminary utility plans for water & sewer services
- Assist the project team in obtaining City of Avondale site plan approval
- Coordination with Owner, Contractor, Architect, Plumbing Engineer & Landscape Architect
- Site plan coordination meetings (estimated one meeting)

**D. Utility Master Planning Evaluation**

- Review the existing EMCC master plan for water and sewer utilities.
- Advise in narrative format the potential impact of this development on the master plan and make recommendations, as required, for modifications to the master plan.

**E. Design Document Services**

- Develop on-site schematic, design development, and construction documents including cover & note sheet; site demolition plan (as required); civil site plan; grading & drainage plan; utility plan; details; cross-sections; and civil striping and roadway plan for Sage Lane that will meet the requirements of the Governing Agency
- Horizontal and vertical design for the site improvements including curb & gutter; sidewalks/hardscape; driveway(s); storm drain, retention/detention facilities, and on-site parking
- Prepare drainage report for the 3.5-acre site.
- Coordinate dry and gas utilities by acquiring design plans from design team and illustrate dry and gas utility alignment on civil plans, for reference only.
- Coordinate with Owner, Contractor, Architect, Plumbing Engineer, Landscape Architect, and natural gas provider (as required).
- Develop off-site schematic, design development, and construction documents including sewer plan & profile; and details that will meet the requirements of the Governing Agency
- Coordinate with the Architect, Owner & Construction Manager @ Risk (CM@R) team to obtain permits for the on-site and off-site work
- Design team meetings
  - a) Schematic design, estimated two meetings
  - b) Design development, estimated two meetings
  - c) Construction documents, estimated two meetings

**F. Limited Construction Administration Services**

- Respond to Contractor requests for information (RFI's)
- Review civil related Contractor submittals
- Coordination with Owner, Architect & Contractor (attend two site visits/construction meetings)
- Provide civil related pre-final punch-list
- Provide final site observation report

**G. Storm Water Management Plan**

- Research and prepare a NOI (Notice of Intent) for ADEQ (Arizona Department of Environmental Quality)
- Prepare the SWMP (Storm Water Management Plan) with assistance from the Contractor with site layout
- Submit the SWMP/NOI to and coordinate with ADEQ
- Coordinate with Contractor for execution of SWMP
- Attend coordination meeting (estimated one meeting)

**H. Traffic Statement Services**

Conditions:

- A full Traffic Impact Study will not be conducted. Instead, a "traffic statement" will be developed, which will evaluate circulation in the immediate vicinity of the site, including Sage Lane.
- Statement will be prepared based on the extent of the information available from the City of Avondale, i.e. an approved copy of the traffic study performed for the Dysart Road, Sage Lane signal design, including 24-hour volumes on Dysart Road between Thomas Road and Osborn Road, and peak-hour turning movement volumes at the intersection of Dysart Road on Sage Lane.

Scope:

- Meet with the City traffic engineer to discuss traffic circulation any future development plans in the project area.
- Conduct a site visit, consisting of qualitative observations of traffic patterns related to the Estrella Mountain Community College campus, and an inventory of the existing roadway features, the existing signing & marking, and posted speed limits.
- Prepare and submit to the City for review a draft Traffic Impact Statement, a one- to two-page document evaluating traffic circulation in the immediate vicinity of the site and the anticipated qualitative impacts of the proposed public safety facility, and providing recommendations as necessary for the enhancement of traffic circulation, including queuing analysis, necessary turn lane stacking and safe signal spacing issues.
- Prepare and submit to the City for approval the final Traffic Impact Statement, based on review comments received from the City.

Exclusions:

- Full site circulation analysis for the Estrella Mountain Community College campus
- Parking facility design
- Traffic counts
- Trip generation
- Future traffic projections
- Queuing analysis
- Quantitative operational (level of service) analysis of intersections or roadways
- Signal warrant analysis
- Design of additional traffic signals found to be warranted in the Traffic Statement
- Cost of submittal/review/other fees to the City

### **I. Design of Emergency Traffic Light**

#### **Conditions:**

- The City of Client will provide the design plans for the new traffic signal system to be built at the intersection of Dysart Road and Sage Lane.

#### **Scope:**

- Meet with the City traffic engineer and Fire Department representatives to discuss several design issues, including but not limited to: the desired emergency signal configuration (e.g., color and flash pattern), coordination of infrastructure (e.g., controller) with the Dysart Road / Sage Lane intersection traffic signal, communication pathway from the Public Safety building, and the possibility of power connection to the building.
- Conduct a site visit, consisting of an inventory of the existing roadway features, the existing signing & marking, and visible design and utility constraints that could impact the design.
- Perform utility coordination activities, including contacting Blue Stake to identify the utilities in the vicinity of the intersection, contacting the appropriate utility representatives to verify the point of contact and request utility mapping as-built plans, coordinating with the electrical company to establish the traffic signal point of service, and coordinating conflict review with the utility companies.
- Prepare and submit to the City for review three (3) copies of 95% traffic signal plans and signing & marking plans per City of Avondale guidelines and specifications, including signal design plan sheet, traffic signal detail sheets (if necessary), pole and conductor schedule sheets, sign summary sheet, signing & marking plan sheet, and signing/marking detail sheet (if necessary). All signing & marking design features will be related to the installation of the new traffic signal. If any deviations from City engineering standards are necessary, then with City approval, prepare construction specifications to supplement the City's base specifications, and submit those to the City for review.
- Prepare a draft engineer's opinion of probable cost document, to include bid items, quantities, unit costs, total bid item costs, and total construction cost.
- Prepare and submit to the City for approval three (3) copies of final traffic signal plans and signing & marking plans based on review comments received from the City. Attend comment resolution meeting with the City, if necessary.
- Prepare final engineer's opinion of probable cost document, updated based on revisions made for the final plan submittal.

#### **Exclusions:**

- Signal warrant analysis
- Post-design services, including but not limited to preparation of the Standard Traffic Signal Plan (per the City of Avondale Supplement to MAG Specifications and Details) and as-built drawings
- Utility potholes
- Easement dedication
- Geotechnical investigation
- Landscaping and irrigation design
- Cost of submittal/review/other fees to the City

**ADD ALTERNATIVE SCOPE OF SERVICES:**

**A. LEED Certification Services**

- a. Provide required LEED design phase documentation for the following:
  - i. SS Credit 6.1: Storm water Design: Quantity Control
  - ii. SS Credit 6.2: Storm water Design: Quality Control

**ALLOWANCE SCOPE OF SERVICES:**

**A. Sewer Service Extension Design**

- o Allowance to address the sewer line design and GPS topographic survey required to connect the new facility to the on-site Estrella Mountain Community College on-site sewer service, not to exceed \$20,000
- o Maximum length of sewer service is 1,000 linear feet.
- o All surfaces removed for installation of the sewer service line will be called to be replaced in-kind.
- o Sewer ejector, as required, will be designed and sized to serve this facility only.

**B. Utility Potholes**

- o Utility potholes services will be performed by a sub-consultant
- o Utility potholes will be performed at critical on and off-site utility crossing locations, as required, not to exceed \$7,000

**C. Reimbursables**

- o Reimbursable allowance to cover the cost of printing, plotting and reproduction, as required, not to exceed \$2,500

**EXCLUSIONS:**

- Easement/Legal Description preparation (except as noted above)
- Geotechnical investigation
- Pavement section design/percolation tests (to be provided by Geotechnical Engineer)
- Landscaping and irrigation design
- Major off-site street, curb, sidewalk, water, sewer, or storm drain improvements (except as noted above)
- Gas or electrical design
- Structural design including walls
- Environmental investigations
- Preparation of ALTA survey/Plat
- Construction staking
- As-built survey
- Sub-surface exploration (utility pot-holing)
- Certification of finish floor elevation
- Cost of permits or fees
- Water and sewer impact studies
- Zoning changes
- Master plan study for campus water and/or sewer utilities
- Master plan study for campus grading and drainage analysis
- Water pressure analysis (to be performed by Fire Protection Engineer, as required)
- Signing & Striping on Dysart Road

**FEES:  
BASE**

- A. Lump sum fee for **Survey Services** per the scope of services shown above is **\$11,947**
  - o Lump sum fee for **Boundary/Ground Survey** per the scope of services shown above is **\$9,300**
  - o Lump sum fee for **Aerial Survey** per the scope of services shown above is **\$2,647**
- + B. Lump sum fee for **Base Drawing Preparation Services** per the scope of services shown above is **\$5,960**
- + C. Lump sum fee for **Preliminary Design/Site Plan Approval Services** per the scope of services shown above is **\$8,140**
- + D. Lump sum fee for **Utility Master Planning Evaluation** per the scope of services shown above is **\$2,700**
- + E. Lump sum fee for **Design Document Services** per the scope of services shown above is **\$62,770**
  - o Lump sum fee for **Schematic Design Documents** per the scope of services shown above is **\$15,170**
  - o Lump sum fee for **Design Development Documents** per the scope of services shown above is **\$19,940**
  - o Lump sum fee for **Construction Documents** per the scope of services shown above is **\$27,660**
- F. Lump sum fee for **Limited Construction Administration Services** per the scope of services shown above is **\$10,580**
- + G. Lump sum fee for **Storm Water Management Plan Services** per the scope of services shown above is **\$2,560**
- H. Lump sum fee for **Traffic Statement Services** per the scope of services shown above is **\$3,670**
- I. Lump sum fee for **Emergency Traffic Signal Design Services** per the scope of services shown above is **\$10,145**

The total lump sum fee for all phases as described above is **\$118,472**

**ADD ALTERNATE**

- A. Lump sum fee for **LEED Certification Services** per the scope of services shown above is **\$2,450**

**ALLOWANCE**

- A. Allowance for **Sewer Service Extension Design Document Services** per the scope of services shown above is **\$25,000**
- B. Allowance for **Utility Potholes** is **\$7,000**
- C. Allowance for **Reimbursables** including printing, plotting & reproducibles is **\$2,500**

Mr. John Dick  
Dick & Fritsche Design Group  
April 21, 2008  
Page 8

**ESTIMATED BASE CONTRACT SHEET COUNT**

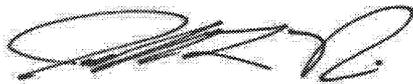
- 1 Civil Cover Sheet
- 1 Civil Note Sheet
- 1 Civil Site Sheet – 1":20' H
- 1 Civil Grading Sheet – 1":20' H
- 1 Water Plan & Profile Sheet – 1":20' H, 1":2' V
- 1 Civil Site Sections
- 1 Civil Details
- 1 Sage Lane Roadway Improvements – 1":20' H
- 1 Sage Lane Striping – 1":20' H
- 1 Sewer Civil Cover Sheet (Suitable for Maricopa County ESD Submittal)
- 1 Sewer Plan & Profile Sheet – 1":20' H, 1":2' V (Suitable for Maricopa County ESD Submittal)
  
- 11 Total Estimated Sheet Count

If Dibble Engineering is required to perform services in addition to those outlined in the Scope of Work, by reason of substantial changes ordered by the Owner or Architect or for any reason beyond our control, we are to receive compensation for such services. Compensation for additional services not included in the Scope of Work for the basic services shall be based on time expended and charged in accordance with the attached schedule of hourly rates. Additional services must be approved by the Owner prior to the start of such work.

Invoices will be submitted monthly based on the percentage of the project design that is complete. These invoices will be due and payable upon receipt and will be considered past due if not paid within thirty days.

If you have any questions, please feel free to call me at (602) 957-1155.

Sincerely,  
Dibble Engineering



Jeffrey L. McBride, P.E.  
Project Manager



Kent E. Norcross, P.E.  
Vice President

If this proposal including the attached back-up documents is acceptable, please so indicate by signing and dating below. The return of this signed document shall serve as our notice to proceed with this project.

\_\_\_\_\_  
Name (Print), Title

\_\_\_\_\_  
Signature  
Dick & Fritsche Design Group

\_\_\_\_\_  
Date

**EXHIBIT "A"**



# SEWER EXHIBIT



A+L 1400 LF @ 0.0040 F/F = 5.6' (4-6' Down) - SMC will check.  
B+L 1800 LF @ 0.0040 F/F = 7.2' (15 1/2' Down)

∴ USE 2200 LF AS THE ASSUMPTION

- NEED SURVEY TO TAKE SHOTS ON RIM & DIP POINTS
- WILL NEED TO DIG UP STUB-OUT @ RX M.H.

Date: April 21, 2008

Project: **Avondale Northwest Public Safety Facility**  
**Civil Elements - Survey, Const. Docs & Limited Const. Admin.**

**Civil Engineering Fee per Phase**

Phase	Fee
<b>BASE SERVICES</b>	
Topographic Survey	\$9,300
Base Drawing Preparation	\$5,960
Preliminary Design/Development Plan Submittal	\$8,140
Utility Master Planning Evaluation	\$2,700
Schematic Design	\$15,170
Design Development	\$19,940
Construction Documents	\$27,660
Limited Construction Administration	\$10,580
Storm Water Management Plan	\$2,560
Traffic Statement	\$3,670
Emergency Traffic Light	\$10,145
<b>BASE SERVICES SUB-TOTAL</b>	<b>\$115,825</b>
<b>Subconsultants</b>	
Aerial Survey	\$2,647
<b>SUBCONSULTANT SERVICES SUB-TOTAL</b>	<b>\$2,647</b>
<b>BASE SERVICES TOTAL INCLUDING SUBCONSULTANTS</b>	<b>\$118,472</b>

Date: April 21, 2008

Project: Avondale Northwest Public Safety Facility  
Civil Elements - Survey, Const. Docs & Limited Const. Admin.

Estimated Man-hours

Tasks	Principal Engineer	Project Manager	Project Engineer	Assistant Engineer	Technician	Survey Manager	Assist. LSIT	Survey Crew	Admin. Assist.	Total Hours
<b>BASE SERVICES</b>										
<b>A. Topographic Survey</b>										
1. Records Research						2	2		2	8
2. Aerial Control						2	2	4		10
3. Mapping & Photogrammetry						2	2	4		10
4. Quality Control						4	2	2		8
5. Boundary & Survey Exhibits						16	4	2	14	36
6. Topographic Survey						4	2	2	8	16
<b>B. Base Drawing Preparation</b>										
1. Research and add existing utilities	2	2	2	4	10					20
2. Prepare base drawing of site	2	2	2	8	30					44
<b>C. Preliminary Design/Development Plan Submittal</b>										
1. Preliminary Site Plan	2	4	4		10					20
2. Preliminary Grading Plan	2	4	4		20					30
3. Preliminary Utility Plan	2	4	4		8					18
4. Team Meetings & Coordination	4	4								8
<b>D. Utility Master Planning Evaluation</b>										
1. Review Existing EMCC Master plan	2	2	2							6
2. Utility Master Plan Narrative	2	4	4							10
3. Team Meetings & Coordination	2	2								4
<b>E. Design Document Services</b>										
<b>Schematic Design</b>										
1. Site Plan	2	2	4	8	12					28
2. Grading Plan	2	2	8	12	16					40
3. Utility Plan	2	2	4	8	12					28
4. Drainage Report	2	2	8	4	4					20
5. Sage Alignment Roadway Design & Striping Plan	2	2	4	4	8					20
6. Team Meetings & Coordination	4	4	2							10
<b>Design Development</b>										
1. Site Plan	2	4	8	8	20					42
2. Grading Plan	2	4	12	16	20					54
3. Utility Plan	2	4	8	12	16					42
4. Drainage Report	2	2	12	4	4					24
5. Sage Alignment Roadway Design & Striping Plan	2	2	4	4	8					20
6. Team Meetings & Coordination	4	4	2							10
<b>Construction Documents</b>										
1. Site Plan	2	8	12	12	24					58
2. Grading Plan	2	8	18	18	24					70
3. Utility Plan	2	8	12	16	18					56
4. Drainage Report	2	4	16	4	4					30
5. Sage Alignment Roadway Design & Striping Plan	2	2	4	4	8					20
6. Permitting Assistance	4	8	2							14
7. Team Meetings & Coordination	4	4	2							10
<b>F. Limited Construction Administration</b>										
1. Respond to Contractor RFP's	2	8	8	8	8					34
2. Review Civil related Contractor submittals	2	8	8	8						18
3. Team Meetings & Coordination	2	8	8							18
4. Prepare civil related pre-final punch-list	2	4	2							8
5. Prepare final site observation report	2	4	2							8
<b>G. Storm Water Management Plan</b>										
1. Prepare SWMP		2		6	10					18
2. Prepare NOI		2		4						6
3. Team Meetings & Coordination		2								2
<b>H. Traffic Statement</b>										
1. Site Visit/Data Collection	1			5						6
2. Meeting with City Traffic Engineer	4			4						8
3. Draft Report	2		1	7				2		12
4. Final Report	1		1	3				2		7
5. Project Coordination & Administration	1			1						2
<b>I. Emergency Traffic Light</b>										
1. Site Visit/Data Collection				5						5
2. Meeting with City Traffic Engineer & Fire Dept. Rep	5			8						13
3. Utility Coordination				8						8
4. 95% PS&E	2		4	16	16					38
5. Final PS&E	2		4	16	8				2	32
6. Project Coordination & Administration	4			2						6
<b>Totals</b>	<b>98</b>	<b>142</b>	<b>202</b>	<b>239</b>	<b>346</b>	<b>14</b>	<b>12</b>	<b>30</b>	<b>8</b>	<b>1,093</b>



7500 North Dreamy Draw Drive  
Suite 200  
Phoenix, Arizona 85020  
phone 602.957.1155  
fax 602.957.2838  
www.dibblecorp.com

January 1, 2008

**STANDARD BILLING RATES**  
(effective through December 2008)

Managing Principal	\$	160.00
Principal		150.00
Principal Engineer		150.00
Senior Project Manager		140.00
Project Manager		135.00
Senior Engineer		125.00
Engineer (P.E.)		120.00
Assistant Engineer (EIT)		95.00
Senior Technician		105.00
Technician		80.00
Senior Construction Project Manager / Resident Engineer		125.00
Construction Project Manager / Resident Engineer		115.00
Construction Project Engineer		100.00
Construction Inspector		95.00
Land Surveyor Manager (R.L.S.)		135.00
Land Surveyor (R.L.S.)		110.00
Assistant Land Surveyor (LSIT)		85.00
Survey Technician		75.00
Survey Crew (2-Man)		130.00
Survey Crew (GPS/Robotic)		130.00
Senior Information Technologist		115.00
Information Technologist		90.00
Business Development Director		90.00
Business Development Manager		85.00
Marketing Manager		85.00
Marketing Coordinator		65.00
Senior Administrative Assistant		65.00
Administrative Assistant		45.00
Expenses		Cost plus 15%
Mileage, reproduction, etc.		
Overtime Rates		
Dibble & Associates Authorized		Billing Rate x 1.00
Client Authorized		Billing Rate x 1.50

Date: April 21, 2008

Firm: Dibble Engineering

New Contract Change Order No. X

Project: Avondale Northwest Public Safety Facility  
Civil Elements - Survey, Const. Docs & Limited Const. Admin.

Dibble Project No. 10-XXXX  
Client Project No.

**Derivation of Cost Proposal Summary**

**Estimated Labor**

Classification	Estimated Man-hours	Rate	Labor Costs
Principal Engineer	98	\$150.00	\$14,700
Project Manager	142	\$135.00	\$19,170
Project Engineer	202	\$120.00	\$24,240
Assistant Engineer	239	\$95.00	\$22,705
Technician	348	\$80.00	\$27,840
Survey Manager	14	\$135.00	\$1,890
Assist. LSIT	12	\$85.00	\$1,020
Survey Crew	30	\$130.00	\$3,900
Admin Assistant	8	\$45.00	\$360
Total Hours	1,093		Sub-Total Labor \$115,825

**Add Alternate Cost**

LEED Certification Services	\$2,450
Sub-Total Add Alternate Cost	\$2,450

**Estimated Allowance**

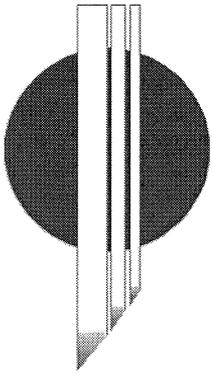
Sewer Service Extension Design	\$25,000
Utility Potholes	\$7,000
Reimbursables	\$2,500
Sub-Total Allowances for Direct Costs	\$34,500

**Subconsultant Costs**

Aerial Mapping	\$2,647
Sub-Total Subconsultants Costs	\$2,647

**Summary**

Labor	\$115,825
Add Alternate Cost	\$2,450
Allowance Cost	\$34,500
Subconsultant Cost	\$2,647
<b>Total Project Fee</b>	<b>\$155,422</b>



April 2, 2008  
Revised: April 11, 2008

**Mr. John Dick**  
**DICK & FRITSCHÉ DESIGN GROUP**  
4545 E. McKinley Street  
Phoenix, AZ 85008

<b>CLIENT INFORMATION:</b>
_____
CLIENT PROJECT NUMBER
_____
PROJECT MANAGER
_____
OTHER

**RE: Avondale Public Safety**  
Avondale, Arizona  
CTS Job No.:

Dear Mr. Dick:

This will confirm our fee to provide structural engineering and drafting services as required for the design of this one or two-story, 18,000 square foot public building including police, fire, EMS and classroom functions. Fee includes three team meetings with the client group plus minor internal coordination meetings as required. We anticipate 12 structural drawing sheets. Our **Basic Services** will be billed at a Fixed Fee as follows (see attached chart):

Phase:	Fee:
Schematic Design:	\$2,710.00
Design Development:	\$5,700.00
Construction Documents:	\$13,010.00
Construction Administration (includes 4 site visits):	\$9,160.00
<b>TOTAL:</b>	<b>\$30,580.00</b>
LEED Allowance (if required):	\$8,000.00

Basic Services will include structural calculations, preparation of 2D Autocad structural plans and details per the noted scope, and construction administration. Construction administration services include shop drawing review and responding to RFI type clarifications. Redesign and field repair engineering would be considered outside the scope of basic services. If the project entails multiple bid packages, phasing, nonstandard foundations, or Building Information Modeling (BIM), the above budget shall be adjusted accordingly.

Reimbursable Expenses are in addition to the basic services budget noted above and will include: progress or submittal printing, delivery and or/delivery pickup costs. Reimbursables (cost x 1.15) are anticipated at One Thousand Two Hundred Dollars (\$1,200.00).

In rendering professional services, Caruso Turley Scott shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered. Schedules and timely available information from the architect, owner and other design consultants contribute to the completeness of the structural drawings. As such, all projects should carry a contingency for potential coordination and value added items. It is recommended that final bids not be taken until city review comments and coordination comments have been incorporated. If documents are bid prior to city and coordination comments, the owner assumes the risk for associated additional costs. In recognition of the relative risks, rewards and benefits of the project, Caruso Turley Scott's total liability excludes value added items and shall not exceed the amount of the structural engineering fee. As a consultant, we shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities.

**CARUSO  
TURLEY  
SCOTT,  
INC.**

**consulting  
structural  
engineers**

Rio Salado  
Executive Center  
130 S. Priest Drive  
Tempe, AZ 85281  
T: (480) 774-1700  
F: (480) 774-1701



Payments for Services as described above shall be made upon the presentation of the Engineer's invoice based on time expended. Interest at 1.5% per month, compounded monthly, will be paid on all invoices after 30 days from billing date. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. In the event that any portion of the account remains unpaid 30 days after billing, this office may, without waiving any claim or right, and without liability whatsoever to the Client, suspend or terminate the performance of all services. **If this contract meets with your approval, please sign, date and fax back to our office for authorization to proceed (480-774-1701).**

Respectfully Submitted By:

Accepted By:

**CARUSO TURLEY SCOTT INC.**

**DICK & FRITSCHÉ DESIGN GROUP**

Sandra J. Herd, P.E.

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

Partner

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

I:\CONTRACT\Contracts 2008\Sandy Herd - 2008 Proposals\SJH - DFDG - Avondale Public Safety-Revised.doc/BCK

Date: \_\_\_\_\_

**IF ANOTHER PARTY IS RESPONSIBLE FOR PAYMENT**

Please advise below and fax back to our office at 480-774-1701 for separate approval to proceed.

**RESPONSIBLE PAYMENT PARTY:**

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

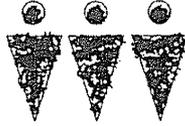


CARUSO  
TURLEY  
SCOTT  
INC.  
consulting  
structural  
engineers

PAGE 3  
**AVONDALE PUBLIC SAFETY**  
**AVONDALE, ARIZONA**  
 April 2, 2008  
*Revised: April 11, 2008*

**FEE BREAKDOWN CHART:**

<b>PHASE:</b>	<b>PARTNER HOURS:</b>	<b>ENGINEER HOURS:</b>	<b>CADD DRAFTER HOURS:</b>	<b>SUBTOTAL FEE BY TASK:</b>
Schematic Design:	12	10	0	\$2,710.00
Design Development:	12	24	24	\$5,700.00
Construction Documents:	12	80	58	\$13,010.00
Construction Administration:	6	88	10	\$9,160.00
Subtotal Man Hours:	42	202	92	336 Hours
Billing Rate:	\$155/Hr.	\$85/Hr.	\$75/Hr.	0
<b>SUBTOTAL FEE BY STAFF:</b>	<b>\$6,510.00</b>	<b>\$17,170.00</b>	<b>\$6,900.00</b>	<b>\$30,580.00</b>



LOGAN SIMPSON  
DESIGN INC.

April 1, 2008  
(Revised 4-3-2008)  
(Revised 4-11-2008)

Mr. John Dick, AIA  
Dick & Fritsche Design Group  
4545 E. McKinley St.  
Phoenix, AZ 85008

RE: Scope of Work & Fee Proposal  
City of Avondale Public Safety Facility  
Landscape & Irrigation Design

Dear John:

Logan Simpson Design is pleased to submit the enclosed proposal for the City of Avondale Public Safety Facility. We propose to complete the work outlined for each phase of the attached Scope of Work for a lump sum fee. This fee includes labor and general expenses (deliveries, mileage, printing, etc.)

The attached Scope of Work delineates the itemized tasks and the basis of fee for the work proposed. Please contact me if you wish to discuss this proposal or need additional information.

Sincerely,

Steve Lohide, RLA, ASLA  
Vice President



## CITY OF AVONDALE PUBLIC SAFETY FACILITY

### LANDSCAPE & IRRIGATION DESIGN SCOPE OF WORK

#### •▶ GENERAL

The intent of this contract is for Logan Simpson Design Inc. (LSD) to prepare landscape and irrigation construction documents for City of Avondale Public Safety Facility. The project site is located on the Estella Mountain Community College Campus (EMCC) at the northwest corner of Dysart Road and Sage Lane in Avondale Arizona. The program for the one story facility (18,000 S.F.) will include a fire station (9,000 S.F) with living spaces and enclosed bays/garages for fire apparatus, Police Substation (6,000 S.F), College Classrooms (2,500 S.F), and Emergency Medical Services (500 S.F) that may house and ambulance. The EMCC project area will be approximately 3.5 acres. All site areas will be landscaped except for building and paved areas.

Construction Documents for the project will be developed at a scale of 1" = 20' and will be prepared in AutoCAD 2008. Dick and Fritsche Design Group (DFDG) will provide electronic base sheet information to LSD. DFDG will also provide to LSD site plan information, including all applicable design or as-built plans for improvements in the vicinity of, or related to the project (i.e. Results of Survey, as-built plans, architectural designs, drainage plans, existing or proposed utilities, etc.)

#### •▶ KICK-OFF MEETING/SITE VISIT

**Project Kick-off Meeting:** LSD will attend a meeting with the design team to review the scope of work for the project. It is anticipated that this meeting will be held at the DFDG Office in Phoenix, AZ

**Site Visit:** LSD will identify existing conditions, collect additional site data to be included on the project base sheet; compare provided as-built/design plans to existing conditions; and become familiar with EMCC and the surrounding area/development.

#### •▶ TEAM COORDINATION/PROGRESS MEETINGS

LSD will attend three (3) coordination/progress meetings with the design team during the design and construction document phases of the project. It is anticipated that these meeting will be held at DFDG office in Phoenix, AZ.

#### •▶ CITY OF AVONDALE PRE-APPLICATION MEETING

LSD will attend two (2) project review meetings with the design team and City of Avondale Representatives during the schematic and design phase of the project. It is anticipated that these meeting will be held at the City of Avondale Long Range Planning Office in Avondale, AZ.

#### •▶ LANDSCAPE CONSTRUCTION DOCUMENTS

LSD will prepare a landscape design for the project site. The on-site landscape areas are identified a secured parking lot with a minimum of fifteen (15) parking spaces, site and building entries, building foundation,



retention areas, and site perimeter areas. It is anticipated that LSD will design landscape within the Right-of-Way along Dysart Road and Sage Lane.

The on-site landscape design will respond to the existing conditions of the site, the architectural site layout, and the grading and drainage design prepared the civil engineer. The landscape design will incorporate City of Avondale, and EMCC requirements with regards to water conservation, plant densities, and low maintenance. The plant palette to be used on this project will be consistent with existing and adjacent plantings in the area, plus additional varieties to be determined.

Landscape plans will identify the locations of inert groundcover and plant material and will include a complete plant key and materials schedule. Plant material will be broken down by size and quantity. The landscape detail sheet will provide details for the installation of plant material and inert material.

#### •▶ IRRIGATION DESIGN

LSD will prepare an irrigation design for the landscape areas described above. It is anticipated that the new irrigation system will be separate from the existing EMCC irrigation system and will require City of Avondale water service located off of Dysart Road.

The irrigation plans will identify all necessary piping and equipment required for a fully functioning automatic spray and drip irrigation system. In addition, the plans will identify all necessary electrical wiring details and diagrams for proper installation to an existing power source. Irrigation components (water meter, backflow device, valves, etc.) will be sized and the irrigation piping will be broken down by schedule and size. Details will also be provided for the proper installation of all irrigation components. A materials list will be included on each sheet.

Irrigation plans will not be submitted as a component of the schematic design phase. Irrigation design will begin during the design development and construction document phase of the project.

#### •▶ SUBMITTALS

This scope of work and associated fee is based on a total of five (5) project submittals. DFDG will be responsible for all project submittals and associated submittal costs to the City of Avondale. Project submittals are as follows.

##### ▶ Schematic Design Phase:

#1 City of Avondale Preliminary Landscape Plan Design (24" x 36" bond prints)  
-Landscape Plan (One Sheet)

#2 City of Avondale Final Landscape Plan Design (24" x 36" bond prints)  
-Landscape Plan (One Sheet)

##### ▶ Design Development (24" x 36" bond prints)

#3 60% Plan Submittal (24" x 36" bond prints)  
-Landscape Plan (One Sheet) and Details (One Sheet)  
-Irrigation Plan (One Sheet) and Details (One Sheet)



▶ Construction Documents (24" x 36" bond prints)

#4 90% Plan Submittal (24" x 36" bond prints)

- Landscape Plans (2 Sheets)
- Landscape Details (2 Sheets)
- Irrigation Plans (2 Sheets)
- Irrigation Details (2 Sheets)
- Project Specifications (CSI Format)

#5 100% Final Plan Submittal (24" x 36" bond prints and sealed)

- Landscape Plans (2 Sheets)
- Landscape Details (2 Sheets)
- Irrigation Plans (2 Sheets)
- Irrigation Details (2 Sheets)
- Project Specifications (CSI Format)

▶ CONSTRUCTION OBSERVATION

**Submittal Reviews/RFI Responses:** LSD will review and approve landscape and irrigation submittals submitted by the Contractor. LSD will also respond to RFI's regarding landscape and irrigation issues.

**Site Visits During Construction:** LSD will conduct two (2) site visits construction to review the landscape and irrigation installations. LSD will maintain a project log on all site visits, phone conversations and messages regarding this project. This project log will be submitted at the completion of the project. The information included in the project log will include observations made during the site visits, dates on which certain activities occurred (layout approvals, etc.), conversations with DFDG, City of Avondale, Contractor, and other interested parties regarding the project, etc.

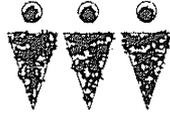
**Substantial Completion Walkthrough:** At the end of the project, LSD will coordinate with the Contractor in scheduling a substantial completion walkthrough of the landscape and irrigation installations. During this walkthrough a punch list will be created, if needed, of items that need to be corrected.

**Final Walkthrough:** At the end of the maintenance period a final walkthrough of the site will be scheduled with the Contractor. During this walkthrough a punch list will be created of items that need to be corrected. LSD will review the site once corrections have been made prior to turning the site over to the City of Avondale.

▶ FEE

LSD proposes to complete the work as described above for a lump sum fee of \$24,409. The fee includes labor and general expenses. See attachments 1 and 2 for the breakdown of tasks, hours by phase, type of personnel and their hourly rates. The fee breakdown is as follows.

Kick-off Meeting/Site Visit	\$738
Schematic Design	\$4,702
Design Development	\$4,307
Construction Documents	\$10,587
Construction Observation	<u>\$4,075</u>
Total Fee	\$24,409



#### ▶ ASSUMPTIONS

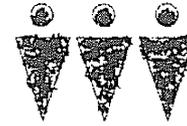
No time or fee has been included for the following:

- Preparation of illustrative presentation graphics
- Native Plant Inventory/Salvage Plan
- Landscape and Irrigation Design for the Pedestrian Connection to EMCC
- LEED Design
- Site Hardscape/Horizontal Control
- Site Signage, Furniture or Landscape Accent Lighting
- Agronomic testing of the project site
- An irrigation pump station
- Nursery visits during Construction Observation
- Production and Approval of As-Built and Final Record Drawings
- Warranty Walkthrough

#### ▶ LEED (OPTIONAL)

LSD will apply Leadership through Energy and Environmental Design (LEED) technologies and principals to the landscape and irrigation to assist in achieving the desired LEED Certification that the project requires. LSD proposes to complete the LEED credits during the design and construction document phases of the project for a lump sum fee of \$2,953. The fee includes labor and general expenses. See attachments 3 and 4 for the breakdown of tasks, hours by phase, type of personnel and their hourly rates.

Avondale Public Safety Facility  
Landscape & Irrigation Design



LOGAN SIMPSON  
DESIGN INC.

Overall  
(Attachment 1 of 4)

Estimated Direct Labor

Classification	Estimated Hours	Direct Hourly Rate	Labor Costs
Project Landscape Architect	3.5	\$ 55.00	\$ 192.50
Landscape Architect IV	14.0	\$ 47.00	\$ 658.00
Landscape Designer III	96.0	\$ 32.00	\$ 3,072.00
Landscape Designer II	102.0	\$ 20.00	\$ 2,040.00
Irrigation Designer III	37.0	\$ 32.00	\$ 1,184.00
Total Hours	253		

Total Estimated Labor	\$ 7,146.50
Overhead	\$ 13,292.49
Subtotal	\$ 20,438.99
Net Fee	\$ 2,452.68
Total Estimated Labor & Net Fee	\$ 22,891.67

Estimated Direct Expenses

Printing	\$ 925.56
Mileage	\$ 347.10
Deliveries	\$ 245.00
Total Estimated Expenses	\$ 1,517.66
<i>Total Estimated Cost</i>	<i>\$ 24,409.33</i>

Signature

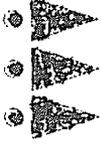
April 11, 2008

Date

# Avondale Public Safety Facility Landscape & Irrigation Design

(Attachment 2 of 4)

April 11, 2008



LOGAN SIMPSON  
DESIGN INC.

Task	Description	Project Principal	Landscape Architect IV	Landscape Designer III	Landscape Designer II	Irrigation Designer III
Kick-off Meeting / Site Visit						
KMSV-1	Kick-off Meeting (1)	0	3	3	0	0
KMSV-2	Site Visit (1)	0	0	4	4	0
Schematic Design Phase						
CLP-1	Submittal #1 - City of Avondale Preliminary Landscape Plan	0.5	0.5	8	20	0
CLP-2	Submittal #2- City of Avondale Preliminary Landscape Plan	0.5	0.5	2	12	0
CLP-3	City of Avondale- Pre-Application Meeting #1	0	4	4	0	0
Design Development (60% Submittal)						
CD60-1	Submittal #3-Landscape Design and Details	0	0.5	4	12	0
CD60-2	Submittal #3-Irrigation Design and Details	0	0.5	1	4	8
CD60-3	City of Avondale- Pre-Application Meeting #2	0	4	4	0	0
CD60-4	Design Team Coordination Meeting #1	0	0	2	2	0
Construction Documents (90% Submittal)						
CD90-1	Submittal #4-Landscape Design and Details	0	0.5	12	20	0
CD90-2	Submittal #4-Irrigation Design and Details	0	0.5	1	2	12
CD90-3	Submittal #4-Project Specifications	0	0.5	2	0	1
CD90-4	Design Team Coordination Meeting #2	0	0	2	2	0
Construction Documents (100% Submittal)						
CD100-1	Submittal #5-Landscape Design and Details	0.5	0.5	16	16	0
CD100-2	Submittal #5-Irrigation Design and Details	0.5	0.5	2	2	12
CD100-3	Submittal #5-Project Specifications	0.5	0.5	2	0	0
CD100-4	Design Team Coordination Meeting #3	0	0	2	2	0
Construction Observation						
CO-1	Submittal and Shop Drawing Reviews, Respond to RFI's	0	0	4	4	4
CO-2	Site Visits (2)	0	0	8	0	0
CO-3	Substantial Completion Walkthrough	0.5	0.5	8	0	0
CO-4	Final Walkthrough	0.5	0.5	8	0	0
Totals		4	14	96	102	37

% of Work

1%

6%

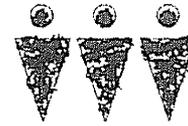
38%

40%

15%

Avondale Public Safety Facility  
Landscape and Irrigation

LEED Design  
(Attachment 3 of 4)



LOGAN SIMPSON  
DESIGN INC.

Estimated Direct Labor

Classification	Estimated Hours	Direct Hourly Rate	Labor Costs
Project Landscape Architect	1.0	\$ 55.00	\$ 55.00
Landscape Architect IV	1.0	\$ 47.00	\$ 47.00
Landscape Designer III	8.0	\$ 32.00	\$ 256.00
Landscape Designer II	12.0	\$ 20.00	\$ 240.00
Irrigation Designer III	8.0	\$ 32.00	\$ 256.00
Total Hours	30		

Total Estimated Labor	\$ 854.00
Overhead	\$ 1,588.44
Subtotal	\$ 2,442.44
Net Fee	\$ 293.09

Total Estimated Labor & Net Fee \$ 2,735.53

Estimated Direct Expenses

Printing	\$ 181.92
Mileage	\$ -
Deliveries	\$ 35.00

Total Estimated Expenses \$ 216.92

*Total Estimated Cost* \$ 2,952.45

Signature

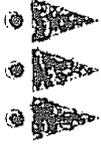
April 11, 2008

Date

# Avondale Public Safety Facility Landscape and Irrigation

(Attachment 4 of 4)

April 11, 2008



LOGAN SIMPSON  
DESIGN INC.

Task	Description	Project Principal	Landscape Architect IV	Landscape Designer III	Landscape Designer II	Irrigation Designer III
	Construction Observation					
LEED-1	LEED Design	0.5	0.5	2	12	2
LEED-2	LEED Documentation and Online Approval	0.5	0.5	6	0	6
Totals		1	1	8	12	8

% of Work

3%

3%

27%

40%

27%

27%



LSW Engineers  
ARIZONA, INCORPORATED

April 11, 2008

Dick & Fritsche Design Group  
4545 East McKinley Street  
Phoenix, AZ 85008

Attn: Mr. John Dick, AIA

Re: City of Avondale Northwest Public Safety Facility  
LSW Project No. 2008-042.000 (**Revision 2**)

John,

We are pleased to offer our engineering services for the new City of Avondale Northwest Public Safety Facility.

1. We understand the scope of this project to be mechanical, electrical, plumbing, special systems, and fire protection systems design for the Northwest Public Safety Facility No. 174 with approximately 18,000 square feet. We understand the total budget for this project is \$6,000,000. We also understand that this is a CMAR project. No firm construction cost values are available at this time, but it is assumed that it will be approximately \$5,000,000. We estimate 27 MPE & T sheets will be required for this project.
2. Our services will consist of engineering design for mechanical, plumbing and electrical systems for the project, including the following:
  - a. Three (3) meetings/consultations with two (2) of our staff to assist in the coordination of mechanical, plumbing, electrical, special systems, and fire protection items with Owner requirements and other phases of site adaptation.
  - b. Engineering calculations.
  - c. Special systems to include passive network cabling for voice/data, CATV distribution cabling with distribution rack, and intrusion premier security system. Coordination with the City of Phoenix CAD Alert System design, provided by the City of Phoenix with City Avondale input will be indicated.
  - d. Final equipment selections and recommendations.
  - e. Final working drawings plotted on bond. Your title block will be included if provided to us in an AutoCAD readable format.
  - f. Final specifications typed in our format from our word processor.
  - g. Emergency and/or standby engine generator systems and associated electrical distribution designs.
  - h. Review of value engineering items prepared by the construction manager during the design process.



- i. The security intrusion and access control designs will be based on Fire Station 173 installation and as per additional Owner requirements.
- j. The AV sound reinforcement design will be based on Fire Station 173 installation and as per additional Owner requirements.
- k. Provide performance specifications for fire sprinkler system.
- l. Review of shop drawings and submittals, and office time during construction.
- m. Review contractor-prepared as-built prints.
- n. Field observation during construction (maximum eight, one-half day trips).
- o. Site lighting and site power requirements.
- p. Provide conduit power, and low voltage cable for emergency signal lighting fixture at driveway entrance.
- q. OPTION: Sustainable design with LEED Certification per the USGBC is a goal for this project. The indicated fee associated with LEED Certification is for design and template documentation purposes only. This fee does not include responsibility as the main LEED consultant coordinating all LEED related issues.

3. Our fee for the work outlined above is a lump sum amount as follows:

Construction Documents (MPE)			
Principle	2 hrs.	@	\$155/hr. = \$ 310.
Senior Engineer	124 hrs.	@	\$155/hr. = 19,220.
Senior Designer	250 hrs.	@	\$100/hr. = 25,000.
CAD Operator	184 hrs.	@	\$ 70/hr. = 12,880.
Clerical	11 hrs.	@	\$ 60/hr. = 660.
			-----
	Subtotal		\$58,070.

Construction Documents (FP)			
Senior Engineer	10 hrs.	@	\$155/hr. = \$ 1,550.
Senior Designer	31 hrs.	@	\$100/hr. = 3,100.
			-----
	Subtotal		\$4,650.

Submittal Review and Office Time			
Senior Engineer	40 hrs.	@	\$155/hr. = \$ 6,200.
Senior Designer	146.5 hrs.	@	\$100/hr. = 14,650.
Clerical	2 hrs.	@	\$ 60/hr. = 120.
			-----
	Subtotal		\$20,970.



Field Observations				
Senior Engineer	2 hrs.	@	\$155/hr. =	\$ 310.
Senior Designer	2.5 hrs.	@	\$100/hr. =	250.
Field Observer	46 hrs.	@	\$ 95/hr. =	4,370.
Clerical	8.5 hrs.	@	\$ 60/hr. =	510.
				-----
Subtotal				\$5,440.

Review O&M Manuals				
Field Observer	6 hrs.	@	\$ 95/hr. =	\$570.
Clerical	1.25 hrs.	@	\$ 60/hr. =	75.
				-----
Subtotal				\$645.

Review Contract As-Builts				
Senior Engineer	4 hrs.	@	\$ 155/hr. =	\$620.
				-----
Subtotal				\$620.

Audio/Visual Sound Reinforcement, Security: Intrusion and Access Control				
Senior Engineer	10 hrs.	@	\$155/hr. =	\$1,550.
Senior Designer	35 hrs.	@	\$100/hr. =	3,500.
CAD Operator	46.5 hrs.	@	\$ 70/hr. =	3,255.
Clerical	2 hrs.	@	\$ 60/hr. =	120.
				-----
Subtotal				\$8,425.

Grand Total \$98,820.

Reimbursable Expenses (printing, exp. mail, copying) \$600.

OPTION 1:

LEED Certification & Energy Modeling

LEED Certification Alternate EA Credit 5; M & V

(Excludes coordination responsibilities)

Senior Engineer	165 hrs.	@	\$155/hr. =	25,575.
Senior Designer	166.5 hrs.	@	\$100/hr. =	16,650.
CAD Operator	25 hrs.	@	\$ 70/hr. =	1,750.
Clerical	10 hrs.	@	\$ 60/hr. =	600.

Subtotal \$44,575.



OPTION 2:

APS Incentive Rebate Support  
(Excludes coordination responsibilities)

Senior Engineer	22 hrs.	@	\$155/hr.	=	3,410.
Clerical	16.5 hrs.	@	\$ 60/hr.	=	990.

Subtotal \$4,400.

Total \$48,975.

This fee is quoted on a lump sum basis. The breakdown of the fee into phases or tasks is for your convenience. The fee will be billed 100% at the end of the project, unless the scope of the project is changed by written agreement.

4. Our services and fees do not include the following items which, if required, will be considered additional services:
- a. Detailed cost estimates.
  - b. Printing and reproduction costs for contract documents.
  - c. Meetings in excess of those enumerated above.
  - d. Sewer and water 5'-0" beyond buildings.
  - e. Seismic support/restraint designs.
  - f. Engineered fire alarm system design. A design consisting of device layouts, typical riser requirements, and performance specifications shall be included as part of the electrical design.
  - g. Off-site street lighting design, traffic signal lighting design, calculations, and associated power distribution.
  - h. Traffic signal lighting design, calculations, and associated power distribution to traffic signal systems.
  - i. Smoke removal or smoke control design.
  - j. Any design services caused by scope changes, work damaged by fire or other cause.
  - k. All expenses related to travel outside the metropolitan Phoenix area.
  - l. Special observations as may be required by the local building code authority (such as: electrical or smoke/fire dampers).
  - m. Partnering conferences.
  - n. Value engineering services or changes after substantial completion of the associated documents.



- o. Water tap demand calculations.
  - p. Field observations in excess of those enumerated above.
  - q. Work in relation to the delinquency or insolvency of the Contractor(s).
  - r. Construction Phase services 90 days after the construction contract plus extensions through no fault of the Engineer or beyond the control of the Engineer.
  - s. Fueling system dispensing or storage design.
  - t. Any revisions required by the City of Phoenix Computer Aided Dispatch (CAD) components after the initial design is complete.
  - u. Attendance at Public meetings or City Council meetings.
  - v. Record drawings.
  - w. Fire sprinkler design.
  - x. Post construction services.
  - y. LEED commissioning, if applicable.
5. Additional services will be performed on an hourly basis at our standard billing rates as follows:
- |                                   |                   |
|-----------------------------------|-------------------|
| 2008: Principals/Senior Engineers | \$155/hour        |
| Engineers                         | \$130/hour        |
| Field Observers                   | \$95/hour         |
| Senior Designers                  | \$100/hour        |
| Designers                         | \$85/hour         |
| CAD Operators                     | 70/hour           |
| Clerical                          | \$60/hour         |
| Outside Services                  | Our cost plus 10% |
6. Our services will be invoiced monthly based on our estimate of percentage completed. All invoices will be due within 60 days of the invoice date and past due amounts will accrue interest at the rate of 1½% per month.
7. We accept the AIA C142 for Architect contract and expect you will prepare this document reflecting the terms and conditions of this proposal for our mutual execution prior to our beginning work.



DFDG  
LSW Project No. 2008-042.000 **(Rev. 2)**  
April 11, 2008  
Page 6

We appreciate this opportunity and look forward to working with your firm on this project.

Sincerely,

LSW ENGINEERS ARIZONA, INC.

Mark D. Ralston, P.E. LEED AP  
Vice President

MDR/sm

Please indicate your acceptance of this proposal by signing and returning one copy of this letter for our files.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

YOUR PROJECT/REFERENCE NO.: \_\_\_\_\_

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# ABACUS - COST CONSULTING

DFDG				
<b>AVONDALE - Public Safety</b>				
17,000 - 18,000 SF				
		<b>SD - Cost Model</b>	<b>DD</b>	<b>CD</b>
<b>SECTION</b>	<b>DESCRIPTION</b>	<b>Est. Time</b>	<b>Est. Time</b>	<b>Est. Time</b>
Div 00	Product Investigation	4.00	2.00	-
Div 01	General Conditions	1.00	-	-
Div 02	Demo - Interior / Exterior	-	-	-
Div 02	Site Work	2.00	8.00	4.00
Div 02	Off-Site Work	2.00	1.00	-
Div 03	Concrete	2.00	4.00	2.00
Div 04	Masonry / Exterior Walls	2.00	4.00	2.00
Div 05	Metals	2.00	4.00	2.00
Div 06	Wood & Plastics	2.00	4.00	2.00
Div 07	Roofing / Insulation	4.00	8.00	4.00
Div 08	Doors/Windows	2.00	4.00	2.00
Div 09	Finishes	5.00	8.00	5.00
Div 10	Misc Specialties	1.00	1.00	1.00
Div 11	Equipment	2.00	2.00	2.00
Div 12	Furnishings	1.00	1.00	1.00
Div 13	Special Construction	-	-	-
Div 14	Conveying System	-	-	-
Div 15	Mechanical	8.00	12.00	12.00
Div 16	Electrical	8.00	12.00	12.00
Div 17	Special Systems	-	-	-
	<b>Takeoff / Estimate Hours</b>	<b>48.00</b>	<b>75.00</b>	<b>51.00</b>
	Work on Spreadsheet	1.00	0.50	0.50
	Site Visit	-	-	-
	Format/books	1.00	0.50	0.50
	Meetings (4-hrs each meeting)	4.00	-	-
	Reconcile Mtgs (4-hrs ea. Mtg.)	-	8.00	8.00
	Add'l schemes/Options/Alts/VE	-	-	-
	Constructability Review of Dwgs.	-	-	-
	Sub Coordination	1.00	-	-
	Oversight (Adam)	1.00	1.00	1.00
	<b>Value Eng. / Related Hours</b>	<b>8.00</b>	<b>10.00</b>	<b>10.00</b>
	<b>Total Hours</b>	<b>56.00</b>	<b>85.00</b>	<b>61.00</b>
\$136.00	Architectural	\$4,352	\$6,936	\$3,672
\$120.00	MEP	\$1,920	\$2,880	\$2,880
\$136.00	VE/Constructability	\$0	\$0	\$0
\$56.00	Administration	\$112	\$56	\$56
\$136.00	Oversight / Coordination	\$816	\$1,224	\$1,224
	<b>Total Fee</b>	<b>\$7,200</b>	<b>\$11,096</b>	<b>\$7,832</b>

TOTAL \$ 26,128

## ABACUS - COST CONSULTING

DFDG				
<b>AVONDALE - Public Safety</b>				
17,000 - 18,000 SF				
		<b>SD - Cost Model</b>	<b>DD</b>	<b>CD</b>
SECTION	DESCRIPTION	Est. Time	Est. Time	Est. Time
Div 00	Product Investigation	4.00	2.00	-
Div 01	General Conditions	1.00	-	-
Div 02	Demo - Interior / Exterior	-	-	-
Div 02	Site Work	2.00	8.00	4.00
Div 02	Off-Site Work	2.00	1.00	-
Div 03	Concrete	2.00	4.00	2.00
Div 04	Masonry / Exterior Walls	2.00	4.00	2.00
Div 05	Metals	2.00	4.00	2.00
Div 06	Wood & Plastics	2.00	4.00	2.00
Div 07	Roofing / Insulation	4.00	8.00	4.00
Div 08	Doors/Windows	2.00	4.00	2.00
Div 09	Finishes	5.00	8.00	5.00
Div 10	Misc Specialties	1.00	1.00	1.00
Div 11	Equipment	2.00	2.00	2.00
Div 12	Furnishings	1.00	1.00	1.00
Div 13	Special Construction	-	-	-
Div 14	Conveying System	-	-	-
Div 15	Mechanical	8.00	12.00	12.00
Div 16	Electrical	8.00	12.00	12.00
Div 17	Special Systems	-	-	-
	<b>Takeoff / Estimate Hours</b>	<b>48.00</b>	<b>75.00</b>	<b>51.00</b>
	Work on Spreadsheet	1.00	0.50	0.50
	Site Visit	-	-	-
	Format/books	1.00	0.50	0.50
	Meetings (4-hrs each meeting)	4.00	-	-
	Reconcile Mtgs (4-hrs ea. Mtg.)	-	8.00	8.00
	Add'l schemes/Options/Alts/VE	-	-	-
	Constructability Review of Dwgs.	-	-	-
	Sub Coordination	1.00	-	-
	Oversight (Adam)	1.00	1.00	1.00
	<b>Value Eng. / Related Hours</b>	<b>8.00</b>	<b>10.00</b>	<b>10.00</b>
	<b>Total Hours</b>	<b>56.00</b>	<b>85.00</b>	<b>61.00</b>
\$136.00	Architectural	\$4,352	\$6,936	\$3,672
\$120.00	MEP	\$1,920	\$2,880	\$2,880
\$136.00	VE/Constructability	\$0	\$0	\$0
\$56.00	Administration	\$112	\$56	\$56
\$136.00	Oversight / Coordination	\$816	\$1,224	\$1,224
	<b>Total Fee</b>	<b>\$7,200</b>	<b>\$11,096</b>	<b>\$7,832</b>

TOTAL \$26,128



R·A·M·M

**RICKER • ATKINSON • McBEE • MORMAN & ASSOCIATES, INC.**

*Geotechnical Engineering • Construction Materials Testing*

Dick & Fritsche Design Group  
4545 E. McKinley Street  
Phoenix, Arizona 85008

March 28, 2008

Attn: John W. Dick, AIA/Email: [jdick@dfdg.com](mailto:jdick@dfdg.com)

Re: Proposal for Geotechnical Engineering Services  
Avondale Northwest Public Safety Facility  
Dysart Road and Sage Drive  
Avondale, Arizona

RAMM Proposal No. PG09521

Ricker, Atkinson, McBee, Morman & Associates, Inc. is pleased to submit this proposal to conduct Geotechnical Engineering Services for the above-referenced project.

If this proposal meets with your approval, please sign, date and return one copy of the enclosed Attachment "A", which outlines project description, our scope of services, completion time and fee to perform services.

If there are any questions regarding the proposed scope of work, please call. Thank you for considering our firm for this project.

Respectfully submitted,

RICKER, ATKINSON, MCBEE, MORMAN & ASSOCIATES, INC.

Kenneth L. Ricker, P.E.  
President

/ec

**RICKER, ATKINSON, McBEE, MORMAN & ASSOCIATES, INC.**

ATTACHMENT "A" Proposal for Geotechnical Engineering Services

For: Dick & Fritsche Design Group

RAMM Proposal No. PG09521

PROJECT: Avondale Northwest Public Safety Facility  
Dysart Road and Sage Drive  
Avondale, Arizona

DESCRIPTION:

The proposed facility will be a 17,000 square foot, one-story building with adjacent paved areas, fire truck drives, parking lots and retention area.

SCOPE OF SERVICES:

1. Test borings will be performed to determine subsurface conditions and obtain representative samples for laboratory analyses. Four test borings 15 feet in depth are proposed in the building area, three test borings 3 feet in depth are proposed for the paved areas and one test boring/percolation test 3 feet in depth is proposed for the retention areas.
2. Laboratory analyses of representative samples will include:
  - Moisture Content and Dry Density
  - Compression
  - Swell
  - Minus No. 200 Sieve and Plasticity Index
3. The field and laboratory data will be used in engineering evaluation and analyses to formulate our geotechnical recommendations.
4. An Engineer's report will be provided presenting the results of the field and laboratory testing, and recommendations for foundation support (including footing depth, bearing capacity, and estimated settlement), lateral earth pressures, site grading and preparation procedures, thickness of pavements and results of a shallow percolation test.

COMPLETION TIME:

Final report approximately 4 weeks after authorized to proceed.

**RICKER, ATKINSON, McBEE, MORMAN & ASSOCIATES, INC.**

ATTACHMENT "A" Proposal for Geotechnical Engineering Services

For: Dick & Fritsche Design Group

RAMM Proposal No. PG09521

PROJECT: Avondale Northwest Public Safety Facility  
Dysart Road and Sage Drive  
Avondale, Arizona

FEE: \$ 2,200.00

The undersigned agrees to the forgoing Scope and Fee.

RICKER, ATKINSON, McBEE, MORMAN & ASSOCIATES, INC.

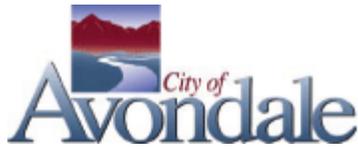
By: \_\_\_\_\_

Kenneth L. Ricker, P.E., President

Client: \_\_\_\_\_

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

Date: \_\_\_\_\_



# DEVELOPMENT SERVICES

**SUBJECT:**  
Continuance of Section 6 Planned Area Development -  
TA-08-1

**MEETING DATE:**  
May 5, 2008

**TO:** Mayor and Council  
**FROM:** Brian Berndt, Development Services Director (623) 333-4011  
**THROUGH:** Charlie McClendon, City Manager

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**SUMMARY OF REQUEST:**

Text amendment of Section 6, Planned Area Development Districts, of the Zoning Ordinance. City Staff is requesting that the text amendment of Section 6, Planned Area Development Districts, of the Zoning Ordinance be continued to the June 2, 2008 City Council regular meeting.

**PLANNING COMMISSION ACTION:**

On March 20, 2008 and April 17, 2008, Planning Commission voted 4-2 to continue the item to the May 15, 2008 Planning Commission meeting. The Planning Commission directed staff to provide more information regarding Open Space and expiration of PAD zoning.

**RECOMMENDATION:**

Staff recommends that the Council continue this item to the regular meeting of June 2, 2008.

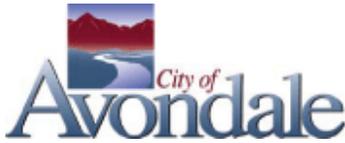
**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**PROJECT MANAGER:**

Eric Morgan, Planner II



# CITY COUNCIL REPORT

**SUBJECT:**  
Resolution 2739-508 - Authorizing an Intergovernmental Agreement - City of Tucson - Cooperative Purchasing

**MEETING DATE:**  
May 5, 2008

**TO:** Mayor and Council  
**FROM:** Gina Montes, Neighborhood and Family Services Director  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Approval of this item will enable the City of Avondale to purchase materials and services from vendors at the prices and terms contained in contracts between the City of Tucson and those vendors.

**BACKGROUND:**

Under Arizona law, cities, counties and the State are eligible to participate in cooperative purchasing with other jurisdictions. This enables participating jurisdictions to make purchases based on prices and terms of contracts of the originating jurisdiction. This item will enable the City of Avondale to utilize Tucson's contracts with vendors that have been designated as eligible for cooperative purchasing. Those vendors have been through a procurement process conducted by the City of Tucson Department of Procurement.

**DISCUSSION:**

Execution of this agreement will enable the City of Avondale to make purchases of goods and services more efficiently by utilizing Tucson contracts in cases where it would benefit Avondale. Such purchases are more efficient and timely because the City of Tucson has already completed the time-consuming and extensive process of procuring the materials or services in accordance with Arizona law. Another advantage of utilizing Tucson contracts where appropriate is that the City of Avondale can benefit from what Tucson and other participating jurisdictions have experienced when making purchases from vendors. There are built-in references for such vendors.

The Tucson Cooperative Agreement designates the City of Avondale as an "eligible procurement unit" for the purpose of utilizing Tucson cooperative contracts. Avondale would be responsible for ensuring that purchase orders are in accordance with the contract and that timely payments are made to the vendors. Avondale would be responsible for ordering the materials or services. In addition, Avondale would be responsible for exercising any rights or remedies. Either party may terminate the agreement with 30 days written notice.

With approval of this item, staff anticipate utilizing the City of Tucson contract with Graffiti Protective Coatings to augment graffiti removal services in Avondale.

**BUDGETARY IMPACT:**

This item has no direct budgetary impact.

**RECOMENDATION:**

Staff recommends adopting a resolution authorizing the Intergovernmental Agreement with the City of Tucson for Cooperative Purchasing.

**ATTACHMENTS:**

Click to download

[Resolution 2739-508](#)

**RESOLUTION NO. 2739-508**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TUCSON RELATING TO A COOPERATIVE PURCHASING PROGRAM.

**BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Intergovernmental Agreement between the City of Avondale and the City of Tucson relating to a cooperative purchasing program is hereby approved in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement 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, May 5, 2008.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2739-508

[Intergovernmental Agreement]

See following pages.



## CITY OF TUCSON COOPERATIVE PURCHASING AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ between the City of Tucson hereinafter called the "City" and \_\_\_\_\_, a public procurement unit, hereinafter called "eligible procurement unit," to permit the eligible procurement unit to purchase materials and services from vendors at the prices and terms contained in contracts between the City of Tucson and those vendors. Any eligible procurement unit may enter into an Agreement with the City of Tucson Department of Procurement for the purpose of utilizing their respective cooperative contracts. (Arizona Revised Statutes Section 41-2632).

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result thereof, the parties agree as follows:

1. The City shall make available certain contracts to the eligible procurement units.
2. For those contracts awarded by the City, specifications for the materials and services will be determined by the City of Tucson Department of Procurement.
3. City procurement processes shall be conducted in accordance with the City's Charter (Chapter 28), the City Procurement Code and City Department of Procurement administrative policies and procedures. The eligible procurement unit will insure that its own legal requirements are met and shall be responsible for any additional actions that may be necessary to meet those requirements.
4. The City may invite an eligible procurement unit to participate in any solicitation.
5. The eligible procurement unit shall:
  - a. Insure that purchase orders issued against eligible City contracts are in accordance with the terms and prices established in the City contract.
  - b. Make timely payments to the vendor for all materials and services received in accordance with the terms and conditions of the City contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the eligible procurement unit shall be the exclusive obligation of such unit.
  - c. Not use a City contract as a method for obtaining additional concessions or reduced prices for contracted materials or services. The eligible procurement unit shall not advertise or market City contracts without the City's prior written consent.
  - d. Be responsible for ordering materials or services under this agreement. The City shall not be liable in any fashion for any violation by eligible procurement unit of this agreement, and the eligible procurement unit shall be responsible for any liability which may arise from action or inaction of the eligible procurement unit relating to this agreement or its subject matter.
6. The exercise of any rights or remedies by the eligible procurement unit shall be the exclusive obligation of such unit; however, the City, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.
7. The City may terminate this Agreement if the eligible procurement unit fails to comply with the terms of a City contract.

8. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated in accordance with its terms. This Agreement supersedes any and all previous cooperative purchase agreements.
9. Either party may terminate this Agreement with at least thirty- (30) days written notice to the other party.
10. Failure of the eligible procurement unit to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require the City to exercise its own rights or remedies.
11. This Agreement may be cancelled pursuant to the provisions of A.R.S. 38-511.
12. This Agreement is exempt from the provisions of A.R.S. 11-952, Subsections D and F under provision of A.R.S. 41-2632.
13. The City and the eligible procurement unit agree not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246 and State Executive Order No. 99-4, A.R.S. 41-1461 et. seq.
14. Appropriate action by ordinance, resolution or otherwise pursuant to the laws applicable to the eligible procurement unit shall be necessary before this agreement becomes effective.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto by their proper officers on the dates indicated.

**FOR THE ELIGIBLE PROCUREMENT UNIT:**

**FOR THE CITY OF TUCSON:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_

**APPROVED AS TO FORM:**

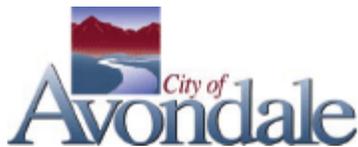
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Attorney for Eligible Procurement Unit

\_\_\_\_\_  
Attorney for City of Tucson

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2738-508 - Intergovernmental Agreement -  
Joint Representation in Settlement Efforts - Water Rights  
Claims of the White Mountain Apache Tribe

**MEETING DATE:**

May 5, 2008

**TO:** Mayor and Council

**FROM:** Wayne Janis, Water Resources Director (623)333-4444

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this report is to inform the Council of activities related to claims made by the White Mountain Apache Tribe for surface water to be diverted from the Salt River Watershed and to request approval of an Intergovernmental Agreement among four cities for joint legal representation in proceedings related to these claims.

**BACKGROUND:**

Settlement activities are currently ongoing related to the White Mountain Apache Tribe's water rights claims. Since their claims relate to diversions of surface water from the Salt River Watershed, the outcome of these settlement activities could affect the amount of water available through the Salt River Project. Since the City of Avondale depends on water from the Salt River Project for a substantial portion of its water supply, these settlement activities are relevant to the City's interests.

**DISCUSSION:**

Staff from the Cities of Avondale, Chandler, Glendale and Scottsdale, Arizona are requesting approval from their respective Councils to obtain outside legal counsel for the purpose of joint representation in the settlement activities noted above. All of the aforementioned cities receive water from the Salt River Project and intend to work together to maximize their effectiveness and minimize costs. The firm of Engelman Berger, P.C. would be retained as outside legal counsel to represent the Cities in settlement activities relating to the White Mountain Apache Tribe's water rights claims.

**BUDGETARY IMPACT:**

The Intergovernmental Agreement (IGA) identifies the responsibilities of the Cities regarding funding for outside legal counsel. As indicated in the IGA, the total expense of joint representation by Engelman Berger, P.C. would not exceed \$120,000. The expense would be shared equally between each of the cities participating in the IGA. Avondale's share would be 25% of the total expense, an amount not to exceed \$30,000.

**RECOMENDATION:**

Staff recommends that the City Council approve a resolution authorizing an intergovernmental agreement with the Cities of Glendale, Scottsdale and Chandler for joint legal representation related to claims made by the White Mountain Apache Tribe for surface water to be diverted from the Salt River Watershed.

**ATTACHMENTS:**

Click to download

 [Resolution 2738-508 - IGA for Joint Representation](#)

**RESOLUTION NO. 2738-508**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF AVONDALE, CHANDLER, GLENDALE AND SCOTTSDALE RELATING TO JOINT FUNDING FOR OUTSIDE LEGAL COUNSEL WITH RESPECT TO THE WHITE MOUNTAIN APACHE WATER RIGHTS CLAIM IN THE PROCEEDING KNOWN AS THE GILA RIVER GENERAL STREAM ADJUDICATION.

**BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Intergovernmental Agreement between the Cities of Avondale, Chandler, Glendale and Scottsdale relating to joint funding for outside legal counsel with respect to the White Mountain Apache Water Rights Claim in the proceeding known as the Gila River General Stream Adjudication (the "Agreement") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Amendment 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, May 5, 2008.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2738-508

[Intergovernmental Agreement]

See following pages.

City of Glendale No. \_\_\_\_\_  
City of Scottsdale No. \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT**  
**AMONG THE CITIES OF AVONDALE, CHANDLER, GLENDALE, AND**  
**SCOTTSDALE RELATING TO JOINT**  
**REPRESENTATION IN SETTLEMENT EFFORTS RELATING TO THE WATER**  
**RIGHTS CLAIMS OF THE WHITE MOUNTAIN APACHE TRIBE**

This Intergovernmental Agreement is made to be effective the 17 day of March, 2008, among the Cities of Avondale, Chandler, Glendale, and Scottsdale, municipal corporations, hereafter collectively referred to as the "Cities."

Whereas, joint projects among the Cities allow the Cities to maximize their effectiveness and minimize their costs; and

Whereas, settlement activities are currently ongoing relating to the White Mountain Apache Tribe's water rights claims and the Cities agree that they want joint legal representation to assist them with these settlement efforts, which will require an initial budget of \$120,000 for this representation.

NOW, THEREFORE, for and in consideration of the terms and conditions of this Intergovernmental Agreement, the Cities agree as follows:

1. The purpose of this Intergovernmental Agreement is to identify and define the responsibilities of the Cities relating to joint funding for outside legal counsel to represent the Cities in settlement activities relating to the White Mountain Apache Tribe's water rights claims.

2. Subject to the terms of this Intergovernmental Agreement and the contract negotiated with outside counsel, the Cities agree to share in the costs of joint legal representation by outside counsel in settlement activities relating to the White Mountain Apache Tribe's water rights claims. Unless terminated or extended as provided within the contract negotiated with outside counsel, the term of this Contract shall expire upon the latest of the dates at which: 1) a settlement agreement as to the quantification of the water rights of the White Mountain Apache Tribe and the Cities of Avondale, Chandler, Glendale and Scottsdale ("Settlement Agreement") becomes enforceable; and 2) the effective date of any other agreements that are exhibits to that Settlement Agreement, and to which any or all of the Cities of Avondale, Chandler, Glendale or Scottsdale are parties. Should any appeals(s) be filed challenging the adjudication court's or courts' orders(s), decree or decrees approving the Settlement, this Contract shall be extended until the final determination of any and all such appeals. The total expense of joint representation shall not exceed \$120,000, including all expenses of any description. The Cities agree to share the total cost of joint representation on a one-fourth basis. Costs shall be allocated as follows:

	<u>%</u>	<u>\$</u>
Avondale	25%	\$30,000

Chandler	=	25%	=	\$30,000
Glendale	=	25%	=	\$30,000
Scottsdale	=	25%	=	\$30,000
	=	100%	=	\$120,000

3. Pursuant to the Contract among the Cities and the law firm of Engelman Berger, P.C. (“Contract”), each of the Cities shall pay directly outside legal counsel its per capita share of the total costs of joint representation in response to monthly bills from outside counsel.

4. Subject to the Contract and the provisions of the Supreme Court’s Rules of Professional Responsibility for Attorneys, each of the Cities agrees to cooperate in good faith with the other Cities in an effort to make the joint representation a success.

5. This Intergovernmental Agreement may be cancelled pursuant to A.R.S. § 38-511.

6. This Intergovernmental Agreement shall become effective upon approval and execution by the authorized representatives of all Cities and upon delivery of a fully executed original to each of the Cities.

7. This Intergovernmental Agreement shall be extended or terminated in accordance with the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement to be effective the date first written above.

ATTEST:

CITY OF AVONDALE

\_\_\_\_\_

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

CITY OF CHANDLER

\_\_\_\_\_

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

CITY OF GLENDALE

\_\_\_\_\_

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

CITY OF SCOTTSDALE

\_\_\_\_\_

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**DETERMINATION OF LEGAL COUNSEL**

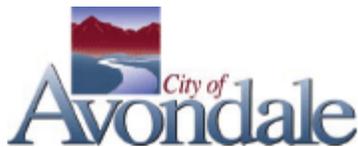
The foregoing Agreement has been reviewed by the undersigned attorneys who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the respective public entities they represent.

\_\_\_\_\_  
Avondale City Attorney

\_\_\_\_\_  
Chandler City Attorney

\_\_\_\_\_  
Glendale City Attorney

\_\_\_\_\_  
Scottsdale City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2740-508 and Ordinance 1309-508 -  
Amending the International Property Maintenance Code  
(IPMC)

**MEETING DATE:**

May 5, 2008

**TO:** Mayor and Council

**FROM:** Gina Montes, Neighborhood and Family Services Director (623)333-2727

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The City Council will consider adoption of an ordinance and a resolution adopting the Avondale amendments to the 2006 International Property Maintenance Code (IPMC). This action will adopt the most recent version of the IPMC with the current Avondale amendments in addition to the proposed revisions and will declare said document a public record. The revisions provide more clarity and facilitate enforcement of the Code.

**BACKGROUND:**

The 2003 International Property Maintenance Code (IPMC) was adopted with Avondale amendments by the City Council on March 1, 2004 and became effective May 3, 2004. The Avondale amendments to the IPMC enabled the City to address local conditions and priorities while maintaining the major provisions of a standard code used by cities throughout the country. Enforcement of the IPMC by the Code Enforcement Division has been very effective in addressing property maintenance and health and safety issues in the community. Since then, the Code Enforcement staff identified additional revisions to the code that will make the code more effective. The Neighborhood and Family Services Commission reviewed the proposed changes over the course of several meetings and voted to recommend City Council approval at the February 27, 2008 meeting. If approved, this revision will adopt the 2006 IPMC with existing Avondale amendments while including additional amendments discussed during the March 17 City Council Work Session.

**DISCUSSION:**

The new amendments to the IPMC are summarized below. In addition, "responsible party" is added wherever "owners, occupants or lessees" appears throughout the document. This will assist with achieving compliance when financial institutions are involved.

Section 107 Notices and Orders: These changes clarify how notice will be given when abatement of a violation is necessary, include the abatement process in the notification, remove the estimated cost to eliminate confusion and expand the definition of structure. It also changes the recidivist definition to include violations within a 24 month period rather than a 12 month period.

Section 108 Unsafe Structures and Equipment: These amendments distinguish between a vacant structure and one that is vacant and unfit for human occupancy and also defines requirements to secure and demolish such properties.

Section 202 General Definitions: A definition of fences, screen walls and/or retaining walls is added. The outside storage definition is removed because it was added under Section 300. The definition of responsible party is expanded to be more specific which will assist in addressing properties in foreclosure and others where finding the responsible party is a challenge.

Section 302 Exterior Property Areas: The definition of fences, screen walls and/or retaining walls is revised to

be more specific. The language on weeds, bushes, trees and vegetation is streamlined without changing requirements. The requirement on outside storage is moved to this section. The section on vehicle, recreational vehicle and commercial vehicle parking is removed. This section is duplicative of the parking requirements covered in the Zoning Ordinance and is more appropriately addressed in that ordinance as a land use issue. Removing this section will help to alleviate confusion for staff and residents and clarify that enforcement will take place under the Zoning Ordinance. In addition, the allowable timeframe for graffiti abatement is reduced from 30 days to 2 days.

**BUDGETARY IMPACT:**

None

**RECOMENDATION:**

Staff recommends adoption of an ordinance and a resolution adopting the 2006 International Property Maintenance Code with Avondale amendments and declaring said document a public record.

**ATTACHMENTS:**

Click to download

-  [Resolution 2740-508 IPMC Amendments](#)
-  [Ordinance 1309-508 - IPMC Amendments](#)

**RESOLUTION NO. 2740-508**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND ENTITLED THE "2006 INTERNATIONAL PROPERTY MAINTENANCE CODE" AND THE "AVONDALE AMENDMENTS TO THE 2006 INTERNATIONAL PROPERTY MAINTENANCE CODE."

**BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That certain document entitled the "2006 International Property Maintenance Code," of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

SECTION 2. That certain document entitled the "Avondale Amendments to the 2006 International Property Maintenance Code," of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

**PASSED AND ADOPTED** by the Council of the City of Avondale, May 5, 2008.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

**ORDINANCE NO. 1309-508**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE 2006 INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE AVONDALE AMENDMENTS TO THE 2006 INTERNATIONAL PROPERTY MAINTENANCE CODE BY REFERENCE AND PROVIDING PENALTIES FOR VIOLATIONS.

**BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That certain document known as the 2006 International Property Maintenance Code three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 2739-508 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 2. That certain document known as the Avondale Amendments to the 2006 International Property Maintenance Code (the “2006 Amendments”), three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 2739-508 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 3. That the Avondale City Code, Chapter 15, Miscellaneous Provisions and Offenses, Article III, Property Maintenance Code, is hereby amended as follows.

**15-28 Adopted.**

That certain document designated and marked as the ~~2003~~ 2006 International Property Maintenance Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that certain document known as the ~~Amended and Restated~~ Avondale Amendments to the ~~2003~~ 2006 International Property Maintenance Code (~~the “Restated Amendments”~~), three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the property maintenance code for the City of Avondale by reference as if set forth herein in full, and made a part and parcel of the section for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human

occupancy and use, and the demolition of such existing structures as herein provided; and providing for the issuance of permits and collection of fees therefor.

**15-29 Penalty for violation.**

Any person, firm or corporation found to be in conflict with the ~~2003~~ 2006 International Property Maintenance Code (~~the “Code”~~), as amended by the ~~Restated~~ Avondale Amendments to the 2006 International Property Maintenance Code, or in violation of any provisions of thereof may be found guilty of a class one misdemeanor or issued a civil citation of two hundred fifty dollars (\$250.00), plus surcharges and fees, at the discretion of the city. If guilty of such violation, such person may be liable for all costs which may be assessed pursuant to the Code for removing, abating or enjoining the violation. Each day that a violation continues shall be a separate offense punishable as hereinabove described.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the 2006 International Property Maintenance Code or the 2006 Amendments adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED** by the Council of the City of Avondale, May 5, 2008.

---

Marie Lopez Rogers, Mayor

ATTEST:

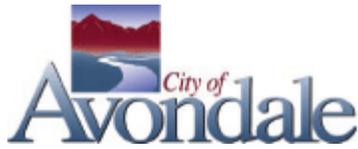
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Linda M. Farris, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**  
Human Resources & Building Services Enterprise  
Application

**MEETING DATE:**  
May 5, 2008

**TO:** Mayor and Council  
**FROM:** Kevin Hinderleider, IT Director (623)333-5007  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve contracts for the implementation of a Human Resources Information Management System and a Development Services Information Management system in the amount of \$1,825,000, approve the transfer of contingency funds in the same amount to account numbers 101-5122-00-8011 and 101-5120-00-8012 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

In the spring of 2006 the Information Technology Department was asked to investigate the number of applications that were in use by the city to track information and generate reports. As part of the project the IT Department was asked to find ways of making staff more efficient with the use of combined software systems. To assist with the investigation, staff sought out the expertise of MSS Technologies to conduct a city wide evaluation of applications currently in use, including any manual processes that might benefit from automation.

On October 16, 2006 Council approved the professional services agreement with MSS Technologies and the investigation began. MSS staff met with individual staff members reviewing how information flowed between departments and how documents were tracked. At the conclusion of the investigation MSS identified that a number of separate software systems were in place to assist the departments in tracking information. However, few of these systems could integrate their data. This caused many manual steps in passing information between departments. These manual steps often were a duplication of effort and involved the rekeying of information into the various applications.

Following the investigation MSS Technologies provided their recommendation for moving forward. After reviewing the findings the City Manager's office recommended a request for proposal be drafted to determine the costs associated with implementing a city wide solution that would allow for one enterprise software application to be utilized by Human Resources, Building Services, Utility Billing and Finance. It was determined that departments needing an asset management/work order system would utilize the existing application of Datastream from Infor to satisfy their requirements instead of seeking an additional software application for this need.

On August 21, 2007 a request for proposal (IT 07-039) was issued for an enterprise resource planning solution for the Human Resource Department, Building Services, Utility Billing and Finance. The request for proposal was intended to identify the full cost of implementing a city wide solution and to find the least amount of individual software applications that would satisfy the needs of all four divisions.

On September 13, 2007 a pre-bid conference was held and on October 11, 2007 the request for proposal was closed. At the close of the RFP a total of eight vendors proposed solutions for the City's enterprise resource planning project. Of the eight respondents the following five vendors were short listed: Lawson,

Harris Computers, Infor, Tyler Technologies and AMX.

Vendor presentations were held from January 7 through February 14, 2008 and two vendors were selected for implementing their software applications. Lawson was selected by the committee for Human Resource Management System and Payroll. AMX International (Accela) was selected for Development Services. Finance did not select a solution at this time due to the extended amount of time (estimated two years) between selection and the implementation, also technology and functionality of systems will greatly change within this timeframe.

### **DISCUSSION:**

After proposal reviews and vendor presentations, it was not possible to select just one vendor for the entire solution. Both Lawson and Accela partner with specific vendors to support certain aspects of their software. A total of seven vendors were identified for this project. One Microsoft SQL contract support person will be utilized to ensure proper installation of the applications and configure the backend database architecture.

Below is a listing of the software and hardware vendors that were recommended for selection by the committees:

#### **Human Resources Information Management System**

Lawson - Human Resources/Payroll  
NeoGov E-Recruiting – On-line recruiting application  
ImageNow – Document Management and forms routing  
MHC Software – Check printing application

#### **Development Services Information Management System**

AMX International - Development Services

#### **Finance & Utility Billing**

Undecided - Finance & Utility Billing

#### **Information Technology Infrastructure**

Hewlett Packard – Servers for hosting the applications  
Xitech - Added storage capacity  
Frontrange – Change control software

#### **Explanation of individual components:**

##### **Lawson**

Lawson was selected by Human Resources based upon the ease of use, ability to track vital information about employees, track benefits, provide reports, grant employees access to self-service information and streamline time entry and payroll processes. The application provides a robust and sophisticated set of tools to allow for proper support of the city's personnel assets. Once the application has been fully implemented it is expected that many manual processes conducted today will be eliminated.

##### **NeoGov E-Recruiting**

The Human Resources Department selected NeoGov as the E-Recruiting application outside of the Lawson software application suite. The decision to select this package rather than Lawson was due in part to the \$93,613 cost of the Lawson module as well as the application operates on an Oracle database, and the city has standardized on Microsoft SQL for the database platform. NeoGov provides full service e-recruiting functionality from on-line application and resume submission to hiring manager review of candidates. With this application potential candidates will have the ability to subscribe to upcoming job announcements and be alerted when openings become available.

##### **ImageNow – Document Management**

In partnership with Lawson, ImageNow provides the backend document management solution for storing of scanned documentation and forms and allows for a workflow for approving documents that will be attached to

a personnel record. ImageNow will also be utilized by Accela in scanning and storage of blueprints. This application will also be utilized in other areas within the city such as Finance for scanning of contracts and managing of the due dates. In the Clerk's office this will be used to store council packets, contracts and other documents that are required for electronic storage.

#### **MHC Software – Check printing application**

MHC Software is in partnership with Lawson to provide check customization and printing. Due to the extensive amount of printers in the marketplace and the specific nature of printer software necessary for properly printing checks, Lawson partners with a company that specializes in this function. This software will allow the Finance Department to customize the look of our checks as well as continue to use the self-sealing mailers when check printing is required.

#### **AMX International (Accela)**

For Development Services the AMX International application (Accela) will provide full tracking and reporting of information from parcel based properties to housing lots sold individually by the builder or developer. The application will provide a solid set of work flows for approving of permits as information is passed between divisions. The Accela application will also provide substantial automated reporting capabilities not available with today's manual system.

#### **Hewlett Packard – Servers**

For this project a total of 16 servers are required. The Information Technology Department will utilize software called VMWare to run multiple virtual servers on one physical server and reducing the amount of required physical servers to a total of 8. These servers will be purchased utilizing equipment replacement funds schedule for fiscal year 2008/2009.

#### **Xiotech**

Due to the large amount of documents that will be scanned and stored, it is necessary that we increase the amount of storage capacity on the Storage Area Network (SAN). It is anticipated that within the first two years of these installed applications, the departments will utilize an additional 1 Terabyte of disk space.

#### **Frontrange – Change control software**

When speaking with other agencies about their implementation of these software packages, each agency identified their biggest problem as the change control. As a request came in for a change to a field or a process in the backend, there were no controls for checking what impact that change would have on other areas within the application or how it may impact another process. In listening to the information provided by other agencies we can purchase a change control module for our already installed inventory management system to properly track these changes.

#### **Limited Term Employee**

To assist with this project the city would like to contract with a limited term employee to oversee the software implementation and backend database configurations. This limited term employee will assist with software configurations for both the Human Resources application and the Development Services application.

When reviewing all responses, it was not possible to select just one vendor for implementing an entire solution as no one vendor provided all of the functionality required by each department. The applications are built on open software standards such as Microsoft .NET, web services, JAVA and Microsoft SQL database architecture allowing for integration between applications as needed. The proposals from Lawson do include service hours for integrating payroll together into EDEN Financials to avoid manual entry of data and allow for free flow of information between the applications.

The staff is also recommending the following implementation schedule, which may be revised to more quickly implement these solutions:

Human Resources Management System 2008/2009  
Development Services Management System 2008/2009

Utility Billing System 2010/2011  
Finance 2010/2011

The schedule is recommended recognizing that the Human Resources and Development Services applications do not currently integrate with Finance; therefore, these departments can continue to operate independently while the systems are installed and become operational. Once Human Resources and Development Services applications are complete, the city can resubmit the request for proposal for the Finance and Utility Billing packages and implementation can begin shortly thereafter. This process will allow for the least amount of disruption of operations and the quickest implementation time.

**BUDGETARY IMPACT:**

The costs and dates of implementing this system are as follows:

Lawson Total	\$697,892.00
NeoGov E-Recruiting	\$21,900.00
Image Now	\$79,150.00
Sub Total	\$798,942.00
Accela Total	\$680,055.00
Servers	\$ -
Added Storage Capacity	\$42,382.00
Change Management Software	\$29,000.00
Contract employee (18 Months)	\$170,000.00
Total	\$1,720,379.00
Budget	\$1,825,000.00
Contingency Fund	\$104,621.00

Recurring maintenance costs:

Lawson	\$ 49,777.00
Accela	\$ 52,844.00
ImageNow	\$ 5,692.00
HMC	\$ 3,200.00

During the 2007/2008 fiscal budget the City set aside \$2,000,000.00 for the implementation of an Enterprise Resource Planning (ERP) Solution for Human Resources and Development Services. Of the \$2,000,000.00, \$175,000 was utilized to implement an asset and work order management system through Infor for the Engineering, Field Operations and Facilities departments. Also, a portion of the \$175,000 was utilized for

contracting MSS Technologies to assist in information gathering and developing the Request for Proposals.

**RECOMENDATION:**

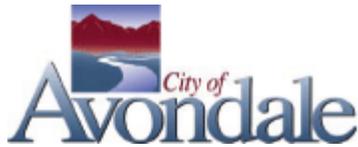
Staff recommends that the City Council approve contracts for the implementation of a Human Resources Information Management System and a Development Services Information Management system in the amount of \$1,825,000, approve the transfer of contingency funds in the same amount to account numbers 101-5122-00-8011 and 101-5120-00-8012 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

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 [Attachments are available for review at City Hall](#)

ATTACHMENTS  
ARE AVAILABLE FOR REVIEW  
AT CITY HALL



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinances 1306-508, 1307-508 and 1308-508 -  
proposing November 2008 propositions - Sales Tax

**MEETING DATE:**

May 5, 2008

**TO:** Mayor and Council

**FROM:** Kevin Artz

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

To seek Council approval of an Ordinance(s) referring a proposition to the voters of the City of Avondale regarding a possible 1% increase in the Restaurant and Bar sales tax, a possible 1% increase in Retail sales tax for single items in excess of \$5,000, and the addition of transit to the list of allowed projects for the .5% dedicated sales tax. Three separate Ordinances have been prepared, to allow Council to vote on each of the propositions separately.

**BACKGROUND:**

On April 12, 2008, staff presented an analysis of options for increasing revenue that included an additional restaurant and bar tax, and additional construction tax, an additional lease tax, removal of the two tier tax system, and an increase in utility rates to cover additional debt service costs. Council directed staff to prepare three draft Ordinances proposing an additional 1% Restaurant and Bar tax, removal of the two tier tax for retail purchases (taxing purchases in excess of \$5,000 at the 2.5% tax rate), and adding transit to the exclusive list of allowed projects for the .5% dedicated sales tax for water, sewer and street projects.

**DISCUSSION:**

Staff has prepared the three Ordinances for Council consideration. The Ordinances are independent of each other, and Council has the flexibility to approve/disapprove any combination of the proposed Ordinances:

*1% Restaurant and bar tax* A 1% restaurant and bar tax rate increase would generate an estimated \$985,000 in the first year and \$1.1M by the fifth year, or \$5.2M over the five year horizon. See attachment A for a survey of other community's rates. The proposed Ordinance would refer a proposition to the voters increasing the City's Restaurant and bar tax from 2.5% to 3.5%. The language in the proposition does not place any restrictions on the use of the additional funds.

*Removal of exemption for retail purchases in excess of \$5,000* The City has a two-tier tax system. A retail purchase less than \$5,000 is taxed at 2.5%. If the single item exceeds \$5,000 the item is taxed at 1.5%. The proposed Ordinance would refer a proposition to the voters removing the two tier system (in effect increasing the tax rate of retail purchase in excess of \$5,000 from 1.5% to 2.5%). The additional tax revenue would be dedicated to water, sewer and street projects and to Public Safety as originally approved by the voters in the initiatives. Removing the exemption would generate an estimated \$4.3M annually (based on estimated gross sales of \$430M in calendar year 2007).

*Addition of transit to the allowed uses of the .5% dedicated sales tax* In May 2001, the voters approved a sales tax increase that was dedicated to be used exclusively to maintain, improve, renovate and build water and sewer systems and streets serving all Avondale neighborhoods. The proposed Ordinance would refer a proposition to the voters adding transit to the allowed uses of the .5% sales tax increase that was approved in 2001.

**RECOMENDATION:**

Staff recommends Council take the attached Ordinances under consideration.

**ATTACHMENTS:**

Click to download

- [📄 Copy of Tax Survey](#)
- [📄 Ordinance 1306-508 - Two Tier Tax Removal](#)
- [📄 Ordinance 1307-508 - Restaurant and Bar Tax](#)
- [📄 Ordinance 1308-508 - Expand Water Sewer amd Streets to Include Transportation](#)

	Tax Rate	Resturant and bar tax	Combined Tax and Rest/Bar
Gilbert	1.50	0.0	1.50
Mesa	1.75	0.0	1.75
Scottsdale	1.65	0.0	1.65
Chandler	1.50	0.3	1.80
Phoenix	2.00	0.0	2.00
Tempe	1.80	0.0	1.80
Tolleson	2.50	0.0	2.50
Avondale	2.50	0.0	2.50
Peoria	1.80	1.0	2.80
Glendale	2.20	1.0	3.20
Surprise	2.20	1.0	3.20
Goodyear	2.00	2.0	4.00
Average	1.95		2.39

**ORDINANCE NO. 1306-508**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY TAX CODE OF THE CITY OF AVONDALE, ARIZONA, PROVIDING FOR ADDITIONAL REVENUES DEDICATED TO PUBLIC SAFETY, WATER AND SEWER SYSTEMS AND STREETS BY ELIMINATING THE CURRENT TWO-TIERED TAX RATE BY INCREASING THE TAX RATE ON RETAIL PURCHASES IN EXCESS OF \$5,000 FROM 1.5% TO 2.5% AND DECLARING THAT SAID CHANGES SHALL BECOME EFFECTIVE UPON APPROVAL BY A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY OF AVONDALE AT THE ELECTION TO BE HELD ON NOVEMBER 4, 2008.

**WHEREAS**, the Council of the City of Avondale (the “City Council”) desires to provide water, sewer and street improvements within the City of Avondale (the “Capital Improvements”); and

**WHEREAS**, the City Council has identified the necessary Capital Improvements needed for the City of Avondale (the “City”); and

**WHEREAS**, the City Council desires to provide improved public safety to the citizens and businesses in Avondale; and

**WHEREAS**, the City Council has identified the expenditures necessary to provide improved public safety service levels; and

**WHEREAS**, the current revenues generated by the City are insufficient to fund the necessary Capital Improvements and the necessary improvements to public safety services as identified; and

**WHEREAS**, on May 15, 2001, the Avondale voters approved an increase in the City transaction privilege tax of 0.5% from 1.5% to 2.0%, dedicated such increase to the provision of water and sewer systems and streets in Avondale (the “Dedicated Water/Sewer/Streets Tax”) and adopted a two-tiered tax rate in the City Tax Code that allowed for purchases over \$5,000 to be exempt from the 0.5% increase and to be taxed at the lower rate of 1.5% (the “Exemption”); and

**WHEREAS**, on September 9, 2003, the Avondale voters approved an increase in the City’s transaction privilege tax of 0.5% from 2.0% to 2.5% and dedicated such increase to

providing enhanced public safety (the “Dedicated Public Safety Tax”). However due to the Exemption, purchases over \$5,000 did not contribute to the dedicated public safety funding; and

**WHEREAS**, the City Council deems it in the best interests of the City to remove the current Exemption for purchases over \$5,000 to increase the City’s transaction privilege tax rate on such purchases from 1.5% to 2.5% with the understanding that the entire amount of such increase shall be designated as Dedicated Water/Sewer/Streets Tax and Dedicated Public Safety Tax, as applicable, and used solely for funding the identified necessary public safety improvements and Capital Improvements.

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

SECTION 1. That subsection 13A-460(d) of the City Tax Code of the City of Avondale, Arizona, is hereby deleted in its entirety.

SECTION 2. That, pursuant to Article VI, subsection 2(b)(4) of the Charter of the City of Avondale, this Ordinance is hereby submitted to the qualified electors of the City of Avondale at an election on November 4, 2008 and shall become effective upon the approval of a majority of the qualified electors voting in said election.

SECTION 3. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED** by the Council of the City of Avondale, May 5, 2008.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

**ORDINANCE NO. 1307-508**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY TAX CODE BY INCREASING THE TAX RATE ON RESTAURANT AND BAR ACTIVITIES FROM 2.5% TO 3.5% OF THE GROSS INCOME ON CERTAIN TAXABLE TRANSACTIONS; AND DECLARING THAT SAID ORDINANCE SHALL BECOME EFFECTIVE UPON APPROVAL BY A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY OF AVONDALE AT THE ELECTION TO BE HELD ON NOVEMBER 4, 2008.

**WHEREAS**, the Council of the City of Avondale (the "City Council") desires to provide improved quality of life to the citizens and businesses in Avondale; and

**WHEREAS**, the City Council has determined that current revenues generated by the City of Avondale (the "City") are insufficient to provide improved quality of life to the citizens and businesses in Avondale; and

**WHEREAS**, the City Council deems it in the best interests of the City to increase the City's transaction privilege tax rate so that such increase may be used for funding the quality of life improvements.

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

**SECTION 1.** That subsection 13A-455(a) of the City Tax Code of the City of Avondale, Arizona, is hereby amended by deleting the phrase "two and one-half percent (2.5%)" and replacing it with the phrase "three and one-half percent (3.5%)".

**SECTION 2.** That, pursuant to Article VI, subsection 2(b)(4) of the Charter of the City of Avondale, this Ordinance is hereby submitted to the qualified electors of the City of Avondale at an election on November 4, 2008 and shall become effective upon the approval of a majority of the qualified electors voting in said election.

**SECTION 3.** That if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED** by the Council of the City of Avondale, May 5, 2008.

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Marie Lopez Rogers, Mayor

ATTEST:

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Linda M. Farris, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

**ORDINANCE NO. 1308-508**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, RELATING TO THE MAY 15, 2001, VOTER-APPROVED 0.5% TRANSACTION PRIVILEGE TAX INCREASE FOR ENHANCED QUALITY OF LIFE FOR AVONDALE CITIZENS THROUGH THE PROVISION OF WATER AND SEWER SYSTEMS AND STREETS IN THE CITY OF AVONDALE, EXPANDING THE MAY 15, 2001 VOTER AUTHORIZATION TO INCLUDE TRANSPORTATION PROJECTS AND SERVICES AND DECLARING THAT SAID ORDINANCE SHALL BECOME EFFECTIVE UPON APPROVAL BY A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY OF AVONDALE AT THE SPECIAL ELECTION TO BE HELD ON NOVEMBER 4, 2008.

**WHEREAS**, the Council of the City of Avondale (the “City Council”) desires to provide transportation projects and services within the City of Avondale (the “Transportation Improvements”); and

**WHEREAS**, the current revenues generated by the City of Avondale (the “City”) are insufficient to fund the Transportation Improvement needs; and

**WHEREAS**, on May 15, 2001, the Avondale voters approved an increase in the City sales tax of 0.5% from 1.5% to 2.0% and dedicated such increase to provision of water and sewer systems and streets (the “Dedicated Tax”); and

**WHEREAS**, the City Council deems it in the best interests of the City to allow portions of the Dedicated Tax to be used for transportation projects and services.

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

SECTION 1. That transportation projects and services are hereby allowable as expenditures from revenues generated by the Dedicated Tax.

SECTION 2. That, pursuant to Article VI, subsection 2(b)(4) of the Charter of the City of Avondale, this Ordinance is hereby submitted to the qualified electors of the City of Avondale at an election on November 4, 2008 and shall become effective upon the approval of a majority of the qualified electors voting in said election.

SECTION 3. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED** by the Council of the City of Avondale, May 5, 2008.

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Marie Lopez Rogers, Mayor

ATTEST:

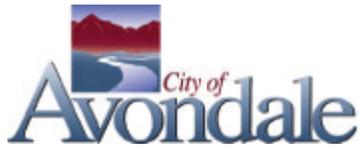
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Linda M. Farris, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**  
EXECUTIVE SESSION

**MEETING DATE:**  
May 5, 2008

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

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available