CITY COUNCIL AGENDA

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

REGULAR MEETING
November 3, 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
Work Session of October 13, 2008
Work Session of October 20, 2008
Regular Meeting of October 20, 2008

b. LIQUOR LICENSE - JODY MARONI
City Council will consider a request from Mr. Ronald Acevedo for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Jody Maroni, 10220 W. McDowell Rd., Suite 100, Avondale. The Council will take appropriate action.

c. LIQUOR LICENSE - NEW YORK PIZZA DEPT.
City Council will consider a request from Mr. Richard Stark for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at New York Pizza Department, 1619 North Dysart Road, Suite A. The Council will take appropriate action.

d. FINAL PLAT - CORONADO PROFESSIONAL PLAZA CONDOMINIUM FINAL PLAT AMENDMENT FP-08-6
City Council will consider a request from Dale Mattingly of DEI Professional Services on behalf of the property owner, Dysart Osborn, LLC, for a final plat amendment for Coronado Professional Plaza, approximately 9 acres located on the southwest corner of Dysart Road and Osborn Road. The Council will take appropriate action.

e. CONTRACT AWARD - KRONOS TIME KEEPING SOLUTION
City Council will consider a request to approve the transfer of $218,253 from 2008/2009 contingency account to acount 101-5122-00-8011 and approve the contract with Kronos to purchase and implement a time keeping solution in the amount of $218,253 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. PROFESSIONAL SERVICES AGREEMENT – DAVID EVANS & ASSOCIATES – ESTRELLA FOOTHILLS AREA PLAN

City Council will consider a request to approve a Professional Services Agreement in the amount of $127,400 with David Evans & Associates to assist the City Staff in the preparation of the Estrella Foothills Area Plan; authorize a budget transfer of $100,000 from 101-5430-00-6180; $6,400 from 101-5400-00-6180 and $21,000 from 101-5925-00-6180 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. CONTRACT AMENDMENT WITH AMEC EARTH AND ENVIRONMENTAL, INC. FOR TESTING AND MODIFICATION OF WELLS 22 & 25

City Council will consider a request to approve a contract amendment with AMEC Earth and Environmental, Inc. for an amount not to exceed $149,391 for a revised contract total of $299,187 for the purpose of testing and modification of Wells 22 & 25, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. PROFESSIONAL SERVICES AGREEMENT – RITOCH-POWELL & ASSOCIATES-ROADWAY IMPROVEMENT PROJECT - PHOENIX CHILDREN'S HOSPITAL

City Council will consider a request to approve a Professional Services Agreement with Ritoch-Powell & Associates for design services improvements to McDowell Road in the amount of $140,962.20 and authorize the transfer of $140,962.20 from Street Fund Line Item 304-1021-00-8200, Dysart Road-Buckeye/Lower Buckeye to a newly created line item for the McDowell Road Improvement Project (Phoenix Children's Hospital-PCH). The Council will take appropriate action.

i. PROFESSIONAL SERVICES AGREEMENT WITH UNITED CIVIL GROUP TO CONDUCT TRAFFIC IMPACT ANALYSIS REVIEWS

City Council will consider a request to approve a Professional Services Agreement for Traffic Impact Report Review Services with United Civil Group Corporation in an amount not to exceed $100,000. The Council will take appropriate action.

j. RESOLUTION 2782-1108 - IGA- TOLLESON UNION HIGH SCHOOL DISTRICT - SRD PROGRAM

City Council will consider a resolution authorizing an Intergovernmanetal Agreement with the Tolleson Union High School District to share the cost of providing a School Resource Detective (SRD) during the 2008-2009 school year at Westview High School and La Joya High School. The Council will take appropriate action.

k. RESOLUTION 2781-1108 - AMENDING THE BY-LAWS OF THE AVONDALE MUNICIPAL ART COMMITTEE

City Council will consider a resolution amending and restating the Avondale Municipal Art Committee's by-laws to clarify exactly how and when its officers are elected and to clarify the language as needed. The Council will take appropriate action.

l. RESOLUTION 2783-1108 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION FUNDING

City Council will consider a resolution approving an Intergovernmental Agreement with the City of Phoenix for Federal Transit Administration Funding (FTA) to pass through grant funding for $869,823 and authorize the Mayor or City Manager and City Clerk to execute this agreement. The Council will take appropriate action.

m. ORDINANCE 1334-1108 - AVONDALE SPECTRUM EASEMENT ABANDONMENT

City Council will consider an ordinance to abandon a portion of an easement for highway purposes running through the future Avondale Spectrum site, north of Desert Spring Village Subdivision. The Council will take appropriate action.

4 MUNICIPAL ARTS COMMITTEE SERNAS PLAZA PUBLIC ART

City Council will consider a proposal from the Avondale Municipal Arts Committee for public art to be placed at Sernas Plaza in the courtyard adjacent to the Sam Garcia Western Avenue Library. For information, discusssion and direction.

5 AGREEMENT WITH CARE 1ST HEALTH PLAN ARIZONA FOR SPONSORSHIP OF THE AVONDALE RESOURCE CENTER

City Council will consider a request to approve an agreement with Care 1st Health Plan Arizona for sponsorship of a housing and human services resource center in the former Old Town Library building on Western Avenue and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 POSSIBLE RECONSIDERATION OF CONDITIONAL USE PERMIT FOR STERLING PLAZA WEST

City Council will consider the possibility of reconsidering the request from Emanuel Scarpinato for a Conditional Use Permit for a child care facility in a property located directly north of the Sam Garcia Western Avenue Library in the OTAB Zoning District. For discussion and direction.

7 ADJOURNMENT

Respectfully submitted,

Carmen Martinez
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:
November 3, 2008

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk 623-333-1214

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Liquor License - Jody Maroni

MEETING DATE:
November 3, 2008

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk (623) 333-1200

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request by Mr. Ronald Acevedo for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Jody Maroni, 10220 W. McDowell Rd., Suite 100, Avondale.

DISCUSSION:

The City Clerk's Office has received an application for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors from Mr. Ronald Acevedo, Jody Maroni, 10220 W. McDowell Rd., Suite 100, Avondale, Arizona. This is a new license. The required fee of $1,100.00 has been paid.

As required by state law and city ordinance, the application was posted from October 6, 2008 through October 26, 2008 and a notice was published in the West Valley View on October 10, 2008 and Ocotber 21, 2008. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Police, Development Services, and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff recommends that the City Council approve this request by Mr. Ronald Acevedo for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Jody Maroni, 10220 W. McDowell Rd., Suite 100, Avondale.

ATTACHMENTS:

Click to download

- Application
- Comments
- Vicinity Map
- Posting Pictures

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

08 SEP 22 AM 11:04

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees: LICENSE #: 12077765

1. Type of License: 12 2. Total fees attached: Department Use Only $ 1240

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

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

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

1. Applicant/Agent's Name: Mr. Ms. **Acevedo, Ronald John**
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: **Woodlands Enterprises, Inc.**
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: **Jody Maroni**
(Exactly as it appears on the exterior of premises)
4. Business Address: **10220 W. McDowell RD. #100 Avondale Maricopa 85323**
(Do not use PO Box Number) City COUNTY Zip
5. Business Phone: (623) 936-1120 Residence Phone: (
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: **10220 W. McDowell RD. #100 Avondale Maricopa 85323**
City State Zip
8. Enter the amount paid for a **06, 07, or 09** license: $_____ **(Price of License ONLY)**

DEPARTMENT USE ONLY

Accepted by: AC Date: 9/22/2008 Lic. # 12077765

Fees:					$
100.00				1400	1240.00
Application	Interim Permit	Agent Change	Club	F. Prints	TOTAL

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

LIC 0100 05/2004 ***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

SECTION 5 Interim Permit:

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

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

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

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

_____ day of _____ , _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip

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

_____

General	Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐	☐						
☐	☐						
☐	☐						
☐	☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

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

'08 SEP 22 1:47 LIC PM 1 04

SECTION 7 Corporation/Limited Liability Co.:

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

☒ CORPORATION ***Complete questions 1, 2, 3, 5, 6, 7, 8.***

☐ L.L.C. ***Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.***

1. Name of Corporation/L.L.C.: **Woodlands Enterprises, Inc.**
   (Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: **07/27/2007** State where incorporated/Organized: **Arizona**
3. AZ Corporation Commission File No.: ~~**26-0638869**~~ 1383/481 Date authorized to do business in AZ: 07-28-2007
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: ~~**07/28/2007**~~
5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number: _____
6. List all directors,/ officers, controlling stockholders or members in Corporation/L.L.C.:

Last First Middle	Title	Residence Address City State Zip
Acevedo, Ronald John	**President**	

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

Last First Middle	% Owned	Residence Address City State Zip
Acevedo, Ronald John	100	

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

SECTION 8 Club Applicants:

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

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

Last First Middle	Title	Residence Address City State Zip

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

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

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

2. Assignee's Name: _____
Last First Middle

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

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

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

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

2. Assignee's Name: _____
Last First Middle

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

SECTION 11 **Person to Person Transfer:**

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

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

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

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

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

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

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

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

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

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

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

X _____
(Signature of CURRENT LICENSEE)

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

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

'08 SEP 22 AM 11:04

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

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE. 22 Liq. Lic. PM 1:04

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

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: .5 ft. **(Regardless of distance)** Name of school: Rio Vista Elementary School
   Address 10237 W. Encanto Blvd
2. Distance to nearest church: .51 ft. **(Regardless of distance)** Name of church: Heritage Baptist Church
   Address 10237 W. Encanto Blvd Avondale, AZ 85323
3. I am the: ☒ LESSEE ☐ SUB LESSEE ☐ OWNER ☐ PURCHASER (of premises)
4. If the premises is leased give lessors: Name **Ronald Acevedo**
   Address **16639 West Woodlands Avenue, Goodyear Arizona 85338**

4a. Monthly rental/lease rate $ **6338** What is the remaining length of the lease? **5** yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? $ 5,400 Security Deposit. or other _____ (give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ 148,800

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

Last	First	Middle	% Owed	Residence Address	City State Zip
US Bank			**100**	101 N. 1st Av.	Phx, AZ 85003

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

License # _____ (Exactly as it appears on license) Name _____

SEE AMENDMENT

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

08 SEP 22 Liq. Lic. PM 1:04

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

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

2. New Business: Name _____
   (Do not use PO Box Number)
   Address _____

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

4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: _____ ft. Name of school: _____
   (Regardless of distance)
   Address _____

2. Distance to nearest church: _____ ft. Name of church: _____
   (Regardless of distance)
   Address _____

3. I am the: ☐ LESSEE ☐ SUBLESSEE ☐ OWNER ☐ PURCHASER (of premises)

4. If the premises is leased give lessors: Name Inland Southwest Management, LLC
   Address P.O. Box 201474 Dallas, TX 75320-1474

4a. Monthly rental/lease rate $ _____ What is the remaining length of the lease? _____ yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? $ _____ or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ _____

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

Last	First	Middle	% Owed	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) _____

7. Has a license, or a transfer license for the premises on this application been denied by the state within the past one (1) year?
   ☐ YES ☐ NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee , have any interest in your business? ☐YES ☐ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☐ NO If yes, give license number and licensee's name:
   License # _____ (Exactly as it appears on license) Name _____

SEE AMENDMENT

AMENDMENT

'08 OCT 22 Liqr. Lic. PM 2:00

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

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

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

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

1. **Distance to nearest school: 1,495 ft.** **(Regardless of distance)** Name of school: **Rio Vista Elementary School** Address **10237 W. Encanto Blvd., Avondale, AZ 85323**
2. **Distance to nearest church: 2,125 ft.** **(Regardless of distance)** Name of church: **West Ridge Kingdom Hall** Address **10142 W. Encanto Blvd., Avondale, AZ 85323**
3. I am the: ☐ LESSEE ☐ SUB LESSEE ☐ OWNER ☐ PURCHASER (of premises)
4. If the premises is leased give lessors: Name _____ Address _____

4a. Monthly rental/lease rate $ _____ What is the remaining length of the lease? _____ yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? $ _____ or other _____ (give details - attach additional sheet if necessary)

5. What is the total business indebtedness of the applicant for this license/location excluding lease? $ _____

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

Last	First	Middle	% Owed	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

License # _____ (Exactly as it appears on license) Name _____

AMENDMENT

SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☐ YES ☒ NO If yes, give licensee's name:

_____ and license #: _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. Section 4-203.01; and complete Section 5 of this application.
3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.
4. Do you understand that **40% of your gross revenue** must be from food sales? ☒ YES ☐ NO

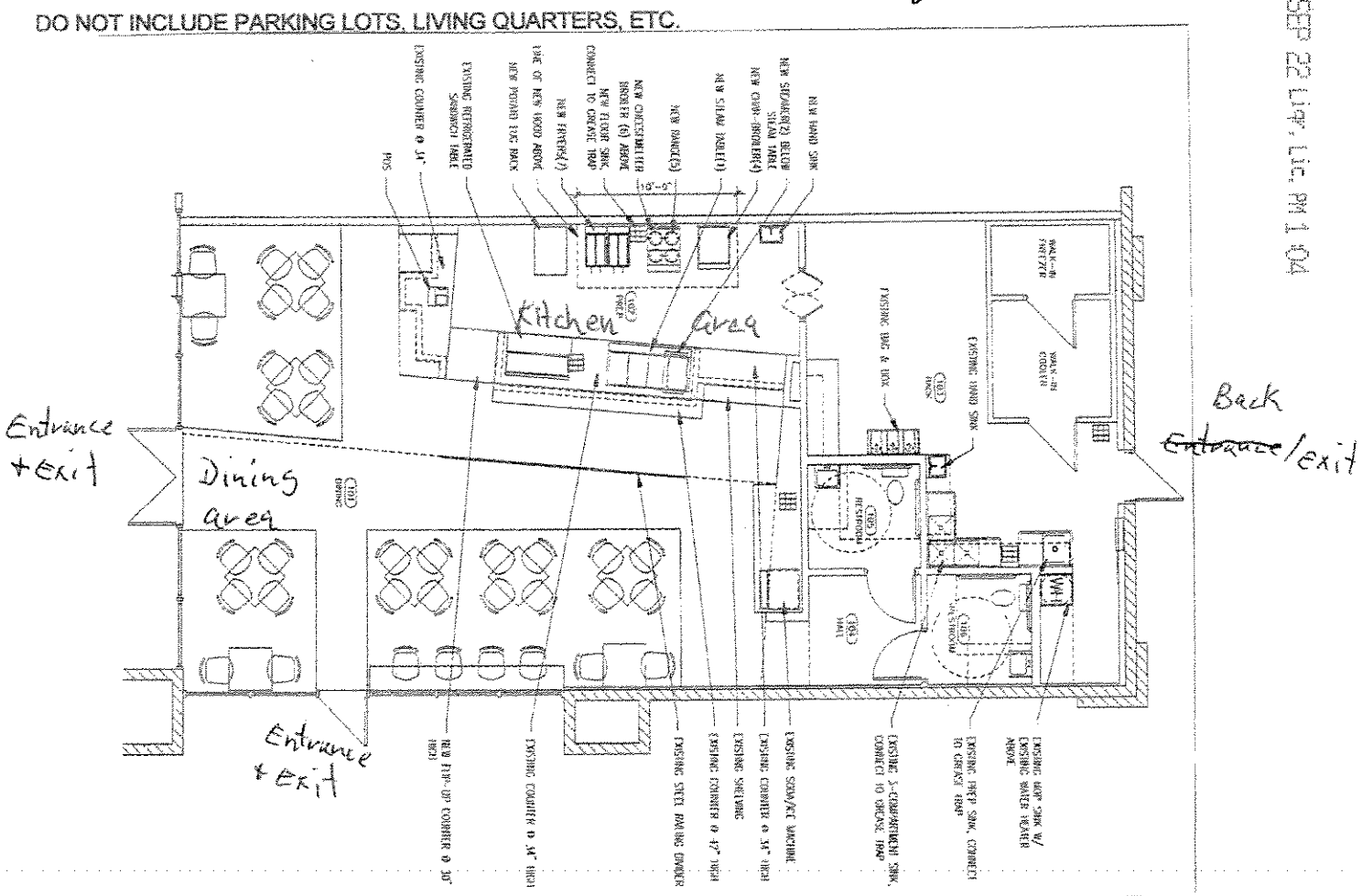
SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your licensed premises:

☒ Entrances/Exits
☐ Drive-in windows
☐ Service windows
☒ Liquor storage areas
☐ Patio enclosures
☒ Under construction: estimated completion date 10-25-08

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.
3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises. 1800 sq/Ft.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.



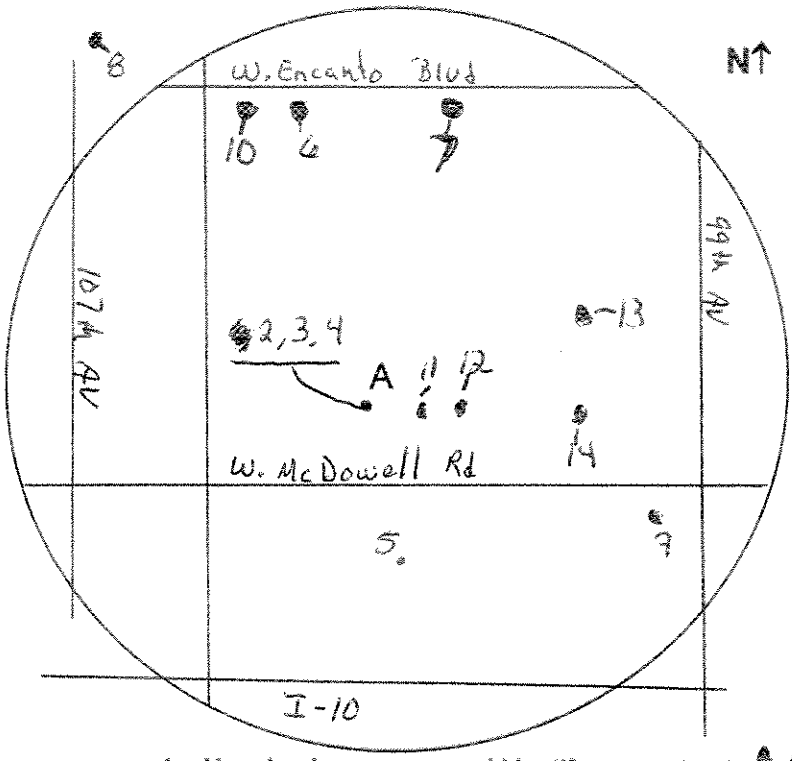
YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

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

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

1. A=Applicant
2. Red Robin Gourmet Burgers
3. Native New Yorker
4. Peter Piper Pizza
5. Claim Jumper
6. Heritage Baptist Church
7. West Ridge Kingdom Hall
8. First Baptist Church
9. Chipotle Mexican Grill
10. Rio Vista Elementary School
11. My Big Fat Greek
12. Village Inn
13. Costco
14. Carrabba's
15. Pilot Truck Center

ATTACH ADDITIONAL SHEET(S) IF NECESSARY



A = Your business name and identify cross streets.

SECTION 17 **Signature Block:**

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

X Ronald Acevedo
(Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
19th day of September, 2009
Day Month Year

My commission expires on: 7-26-2010

(Signature of NOTARY PUBLIC)

JASON PETTY
Notary Public - Arizona
Maricopa County
My Comm. Expires Jul 26, 20

SEE AMENDMENT

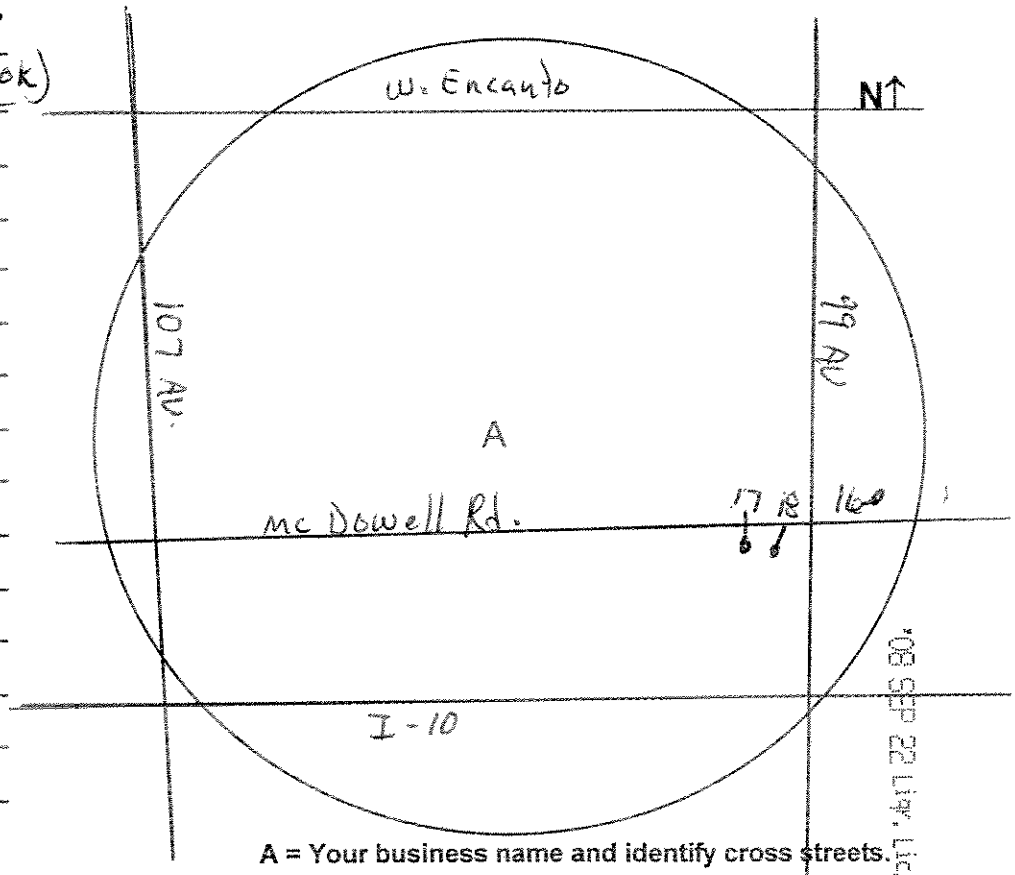
'09 SEP 24 AM 1:04 Liq. Lic.

SECTION 16 **Geographical Data:** **A SAMPLE FOR THIS SECTION IS PROVIDED ON THE BACK OF THIS PAGE.**

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

1. (16) Chevron - Super Express Mart
2. (17) ~~Rumbi Island~~ Grill (OK)
3. (18) Island
4. (19)
5. (20)
6. (21)
7. (22)
8. (23)
9.
10.
11.
12.
13.
14.
15.

(ATTACH ADDITIONAL SHEET IF NECESSARY)



A = Your business name and identify cross streets.

'08 SEP 22 Lic. M1 04

SECTION 17 **Signature Block:**

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

X _____
(Signature)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Day Month Year

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

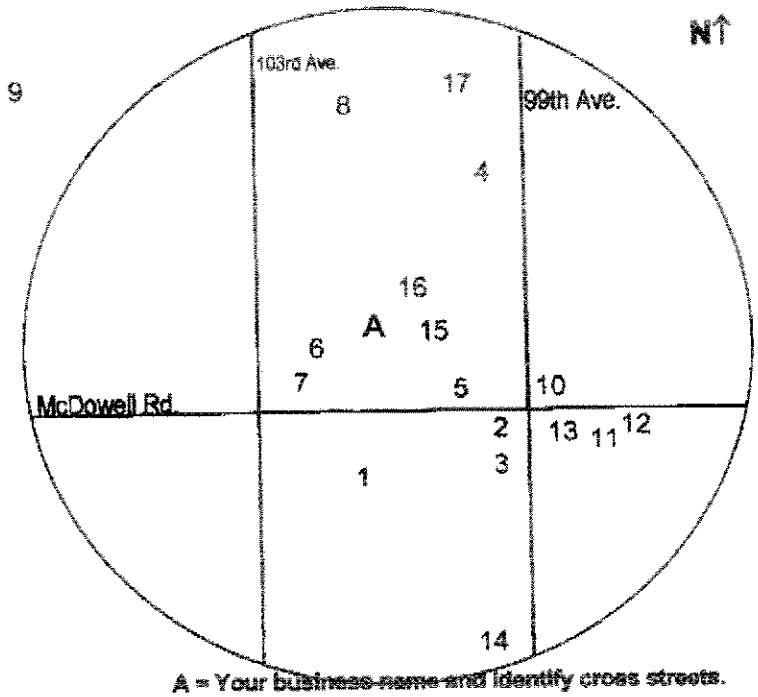
SEE AMENDMENT

AMENDMENT

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

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

1. Claim Jumper
2. Chipotle
3. Rumbi Island Grill
4. Costco
5. Carrabbas
6. Native New Yorker
7. Red Robin
8. Rio Vista Elementary School
9. First Baptist Church
10. Chevron
11. Cross Roads Fine Wines
12. Dunners Pizza
13. Ici Ban Restaurant
14. Pilot Travel Center
15. My Big Fat Greek Restaurant
16. Peter Piper Pizza
17. West Ridge Kingdom Hall



A = Your business name and identify cross streets.

SECTION 17 **Signature Block:**

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

X _____ (Signature)

State of _____ County of _____

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

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

'08 OCT 22 AM 11:41 RM 2 00

AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

RESTAURANT OPERATION PLAN

PRINT – USE BLACK INK

LICENSE # 12077765

1. List by Make, Model and Capacity of your :

Grill	36" Range w/ full griddle over burners imperlia IR-G24
Oven	24" Infra-red Cheesemelter Broiler Imperial ICMA-24
Freezer	Walk-in Cooler/Freezer Mechanical Kolpak
Refrigerator	Sandwich Top Refrigerator, 12-Pan McCall ST-45-12
Sink	3-Compartment Sink, Corner w/Drainboards, Prep Sink, 1-Bowl w/ Right Drainboard, Hand Sink (only) w/ left & right s/s splash U.S. EHS-1
Dish Washing Facilities	
Food Preparation Counter	Work Table, 18ga. S/S w/Und. Shelf & Legs, Table Top & Base, (Standard Height) Falcon 6000-3048, Table Top & Base, (Standup Style) Falcon 6000-3028
Other Fryers (2)	122,000 BTU's - 42-50 pounds Capacity
Other	
Other	

2. Print the name of your restaurant:
Jody Maroni

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

a. **Restaurant area** of your premises [34]

b. **Bar area** of your premises [0]

c. **Total area** of your premises [34]

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

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

7. What percentage of your public premises is used primarily for restaurant dining?
(Does not include kitchen, bar, cocktail tables or game area.) 40 %

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

Lic0114 05/2004

'08 SEP 22 AM 11:05 LIC.

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

_____

_____

_____

9. Do you have live entertainment or dancing? ☐ Yes ☐ No
(If yes, what type and how often?)

_____

_____

_____

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

'08 SEP 29 LIQ. LIC. AM 1 05

I, Ronald John Acevedo, hereby declare that I am the APPLICANT filing this application. I have
(Print full name)
read this application and the contents and all statements true, correct and complete.

X_____
(Signature of APPLICANT)

State of_____ County of_____
The foregoing instrument was acknowledged before me this

_____ day of _____, _____.
Day of Month Month Year

My commission expires on:: _____

_____
(Signature of NOTARY PUBLIC)

AMENDMENT

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

9. Do you have live entertainment or dancing? ☐ Yes ☑ No
(If yes, what type and how often?)

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

1- Manager to be responsible for the training of employees and day to day operations.

2-cooks, 2- prep cooks, one counter person or cashier.

Attach additional sheets if necessary

I, Ronald Acevedo, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.
(Print full name)

X Ronald Acevedo
(Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 19th day of September 2008
Day Month Year

My commission expires on: 7-26-2010

(Signature of NOTARY PUBLIC)

JASON PETTY
Notary Public - Arizona
Maricopa County
My Comm. Expires Jul 26, 2010

World Famous Gourmet

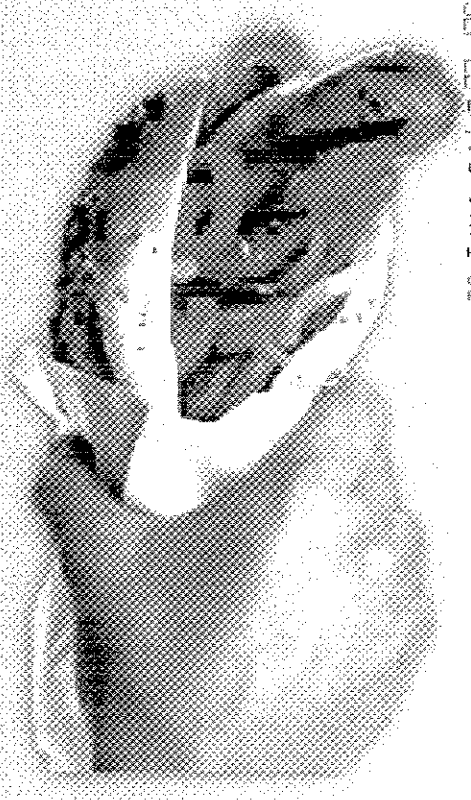
Sausage Sandwiches

No Nitrites • No Preservatives • No MSG

Grilled and Served on our Fresh-Baked Onion Roll with Onions and Peppers.....$4.59

Add Sauerkraut, Grilled Onions, or Onions & Peppers at No Extra Charge

'08 SEP 22 Lic. AM 1:05



Hot Italian
With Oranges, Fennel, Wines & Cheeses...Spicy!

Sweet Italian
With Oranges, Fennel, Wines & Cheeses...Mild!

Bratwurst
Traditional Pork Sausage...Welcome to Wisconsin!

Polish*
With Pork, Beef, Fresh Onions and Dark Beer...Smoky!

Chicken Apple*
With a Hint of Sherry!...Sweet & Savory!

Tequila Chicken
With Jalapenos, Corn & Fresh Lime...Picante!

Chicken Andouille* Smoked Sausage with Cajun Spices...Smoky & Spicy!

Chicken Pomegranate* Smoked Sausage with Fresh Basil...Exotic!

#1 Jody's Sausage Special

Any Sausage Sandwich, Reg. Fries & Reg. Soda **$7.59**

With Large Soda ..... *add .30*

Fully Load your fries with Chili & Cheese ..... *add .99*

*Our Smoked Sausages contain Nitrites.

Hot Dogs

On our Special Onion Roll, *add 59¢*

Jody's Smokin' Dog
Our Signature All-Beef Hot Dog in natural casing. It snaps! **$2.99**

Coney Island
Our Signature All-Beef Hot Dog w/Chili & Cheddar Cheese **$3.59**

Chicago Style
Our Signature All-Beef Hot Dog w/ Tomato, Cucumber, Half Dills,
Sport Peppers & Celery Salt **$3.59**

Jumbo Dog
Big and Beefy (1/4 lb.) Served on our Special Onion Roll **$3.99**

'08 SEP 22 Liqr. Lic. PM 1:05

Hot Dog Combos

#2 Hot Dog Combo
Our Signature All-Beef Hot Dog w/ Reg. Fries and Reg. Soda **$5.99**
With Large Soda ..... *add .30*
Fully Load your fries with Chili & Cheese ..... *add .99*

Double Dog Combo
Two All-Beef Hot Dogs w/1 Reg. Fries and 1 Reg. Soda **$7.59**

Family Meal
4 Hot Dogs, 1 Large order of French Fries & 4 Reg. Sodas
A meal fit for a King...or his family! **$15.99**

Kids Meal
Our Signature All-Beef Hot Dog with Small Fries and Reg. Soda **$4.49**

Fries, Sides & Extras

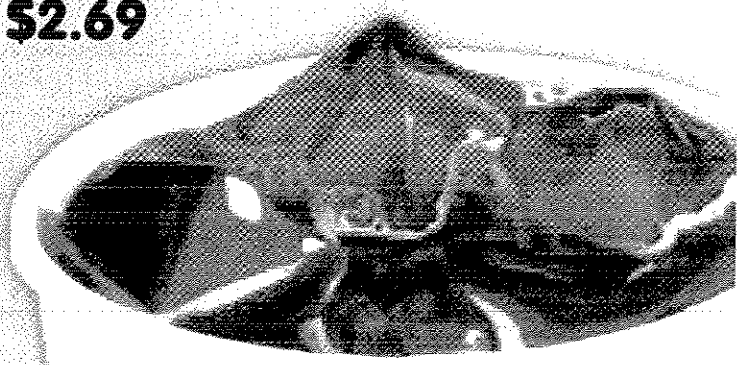
We use Trans-Fat Free Canola Oil

	Reg.	Large
French Fries	**$1.79**	**2.99**
Chili Cheese Fries	**$3.29**	**4.59**
Garlic Fries	**$2.79**	**3.99**

'08 SEP 22 Liq. Lic. PM 1:05

Beverages

	Reg.	Large	X-Large
Fountain Drinks Coke, Diet Coke, Cherry Coke, Sprite, Mr. Pibb, Orange	**$1.79**	**2.09**	**2.39**
Fresh Lemonade	**$2.49**	**2.99**	
Bottled Juices	**$2.59**		
Bottled Soda	**$2.29**		
Bottled Water	**$2.19**		
Minute Maid Cup	**$2.69**		



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

HOTEL-MOTEL AND RESTAURANT LICENSES
RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

'08 SEP 22 AM 10:05 LIC.

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises. If you do not have all food or liquor invoices, please contact your vendors immediately and request copies of missing invoices. These must be available for pick-up at the time of the Audit Interview Appointment. **If all food invoices are not available at that time, you may not be given credit for *all* food sales.**
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    - A. Sales Journals/Monthly Sales Schedules
      1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
      2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
      3) Guest Checks
      4) Coupons/Specials
      5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
      1) Daily Bank Deposit Slips
      2) Bank Statements and canceled checks
11. Tax Records
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns

12. Payroll Records

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

'08 SEP 22 Liqr. Lic. PM 1:05

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food.
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (**print** licensee name):

Acevedo	Ronald	John
Last	First	Middle

have read and fully understand all aspects of this statement.

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

x Ronald Acevedo (Signature of Licensee)

19th day of September, 2008
Day Month Year

My commission Expires on: 7-26-2010
Day Month Year

(Signature of NOTARY PUBLIC)

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

JASON PETTY
Notary Public - Arizona
Maricopa County
My Comm. Expires Jul 26, 2010

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL 802-228

'08 SEP 22 Liqr. Lic. PM 1:05

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

QUESTIONNAIRE

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

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Eff. 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License # 12027765
(If the location is currently licensed)

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

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

2. Name: Acevedo, Ronald John (Last / First / Middle) Date of Bir **(This Will Not Become a Part of Public Records)**

3. Social Security Numr _____ Drivers Licens _____ State: Arizona **(This Will Not Become a Part of Public Records)**

4. Place of Birth: Phoenix, Arizona, USA (City / State / Country (not county)) Height: 5-10 Weight: 250 Eyes: HAZ Hair: BR

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: ( )

6. Name of Current or Most Recent Spouse: Acevedo, Carmen, L. (Last / First / Middle / Maiden) Date of
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 1962

8. Telephone number to contact you during business hours for any questions regarding this document. (602) 809 - 6637

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: Jody Maroni Premises Phone: (623) 936 - 1120

11. Licensed Premises Address: 10220 W. McDowell RD. #100 Avondale Maricopa 85323
(Street Address (Do not use PO Box #) / City / County / Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
09/2007	CURRENT	self-employed	Woodlands Enterprises, Inc.,
06/1991	09/2007	Park Ranger II	City of Phoenix, 251 W. Washington St. Phoenix Arizona, 85003

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
08/2003	CURRENT	own		Goodyear	AZ	85338
04/1998	08/2003	own	1697 N. La Fresa Drive	Goodyear	AZ	85338

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day? 12, **answer #14a below**. If NO, skip to #15. ☐YES ☐NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☐NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☐NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☐NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☐YES ☐NO

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☐NO

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☐YES ☐NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

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

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, Ronald John Acevedo, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X_____
(Signature of Applicant)

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

My commission expires on: _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25.I, (**Print** Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

State of_____ County of_____
The foregoing instrument was acknowledged before me this

X _____
(Signature of LICENSEE/AGENT)

_____ day of _____ _____
Day Month Year

My commission expires on: _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

SEP 05 Liq. Lic. Div. 05

AMENDMENT

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises ? If you answered YES, how many hrs/day? 40, **answer #14a below**. If NO, skip to #15. ☒YES ☐NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☒NO

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☒NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☐YES ☒NO

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☒NO

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☐YES ☒NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

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

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, Ronald Acevedo, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

x Ronald Acevedo
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 19th day of September, 2008
Day Month Year

My commission expires on: 7-26-2010
Day Month Year

(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (**Print** Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

x _____
(Signature of LICENSEE/AGENT)

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

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

JASON PETTY
Notary Public - Arizona
Maricopa County
My Comm. Expires Jul 26, 2010

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☒ POLICE DEPARTMENT
- ☐ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT

APPLICANT'S NAME: RONALD ACEVEDO

BUSINESS NAME: JODY MARONI

ADDRESS: 10220 WEST MCDOWELL ROAD, #100

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

Police Officer
TITLE

10/9/08
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 3, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 14, 2008

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☐ POLICE DEPARTMENT
- ☒ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT

APPLICANT'S NAME: RONALD ACEVEDO

BUSINESS NAME: JODY MARONI

ADDRESS: 10220 WEST MCDOWELL ROAD, #100

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

10/13/08
DATE

Zoning Specialist
TITLE

☒ APPROVED
☐ DENIED

SIGNATURE

10/23/08
DATE

Development Services Director
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 3, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 14, 2008

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: October 13, 2008

TO: Carmen Martinez, City Clerk

FROM: Jennifer Fostino, Zoning Specialist

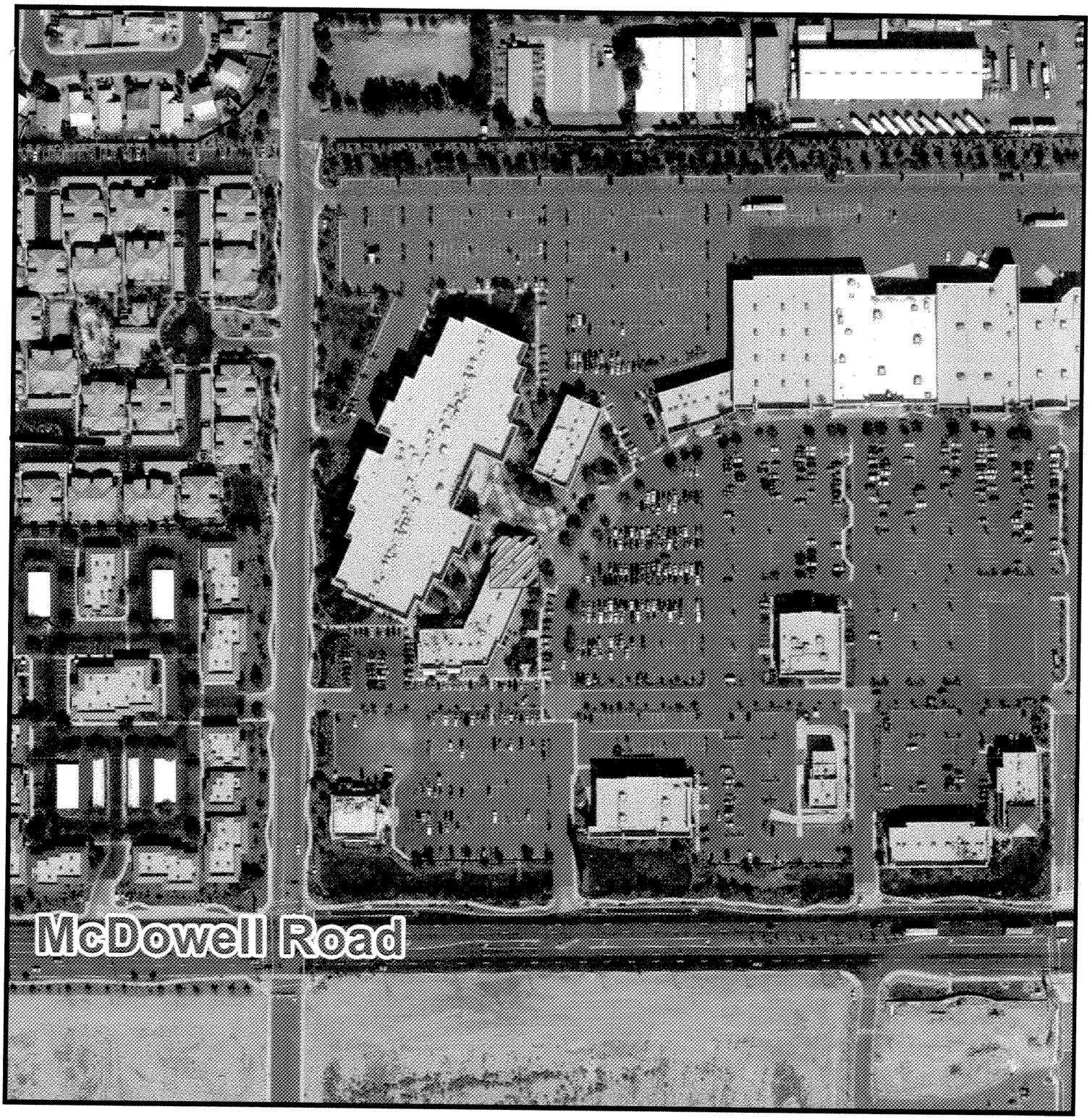
SUBJECT: Series 16 (State Series 12) Bar Liquor License
Jody Maroni Restaurant – 10220 W McDowell Rd, Ste 100

The location is at the northwest corner of 99th Avenue and McDowell Road of the Gateway Pavilions shopping center. The building is existing.

A Series 16 (State Series 12) liquor license is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Freeway Commercial and the site is zoned PAD (Planned Area Development), part of the Avondale Gateway PAD approved by the City Council in May 1986 and amended on October 1, 2001. Restaurants are permitted uses in this PAD.

Attachment: 2008 Aerial Photograph
Zoning Vicinity Map

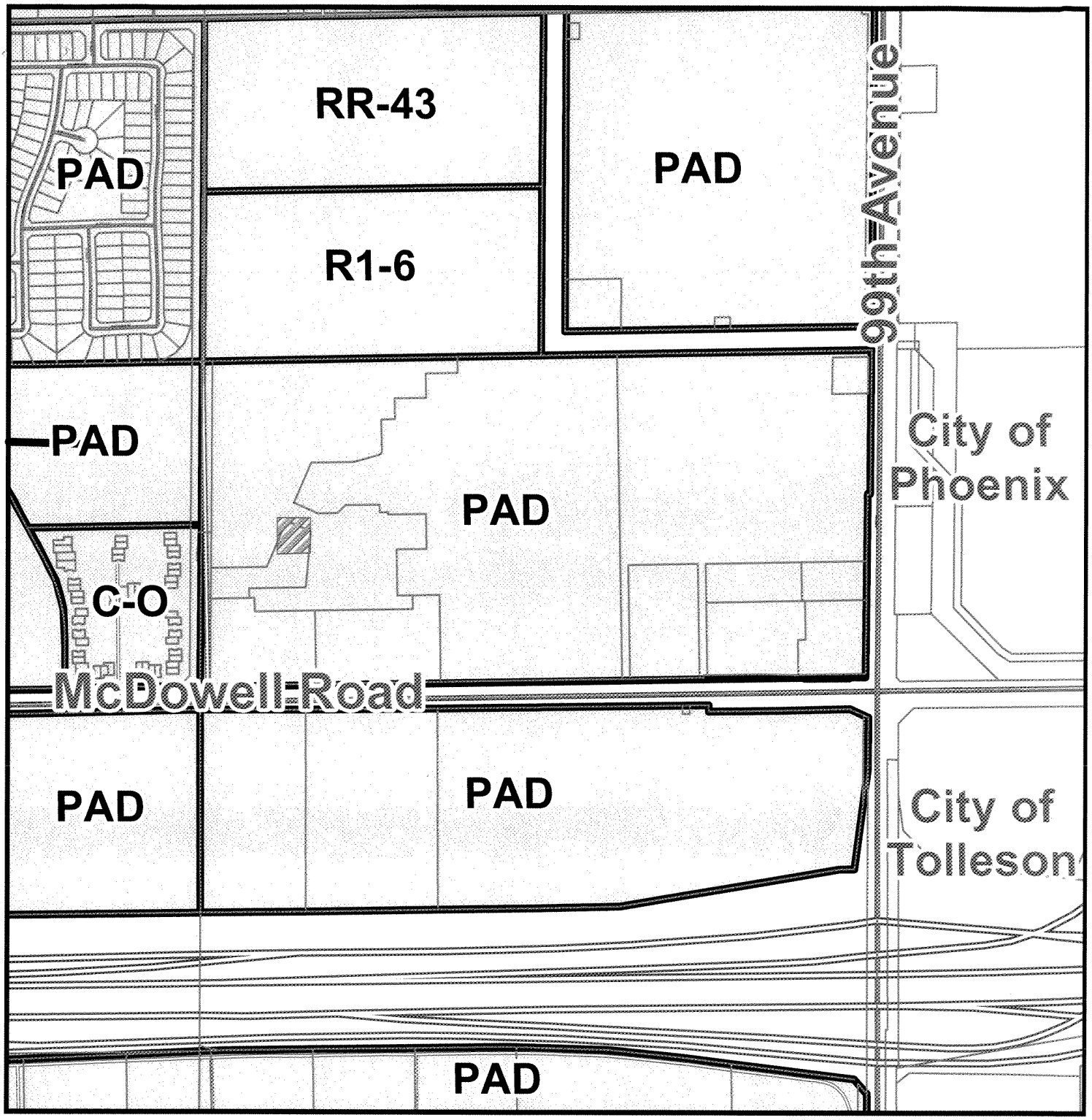


2008 Aerial Photograph

Avondale

Proposed "Jody Maroni" Restaurant

N



Zoning Vicinity Map

Avondale

Proposed "Jody Maroni Restaurant"

N

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☐ POLICE DEPARTMENT
- ☐ DEVELOPMENT SERVICES
- ☒ FIRE DEPARTMENT

APPLICANT'S NAME: RONALD ACEVEDO

BUSINESS NAME: JODY MARONI

ADDRESS: 10220 WEST MCDOWELL ROAD, #100

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS:

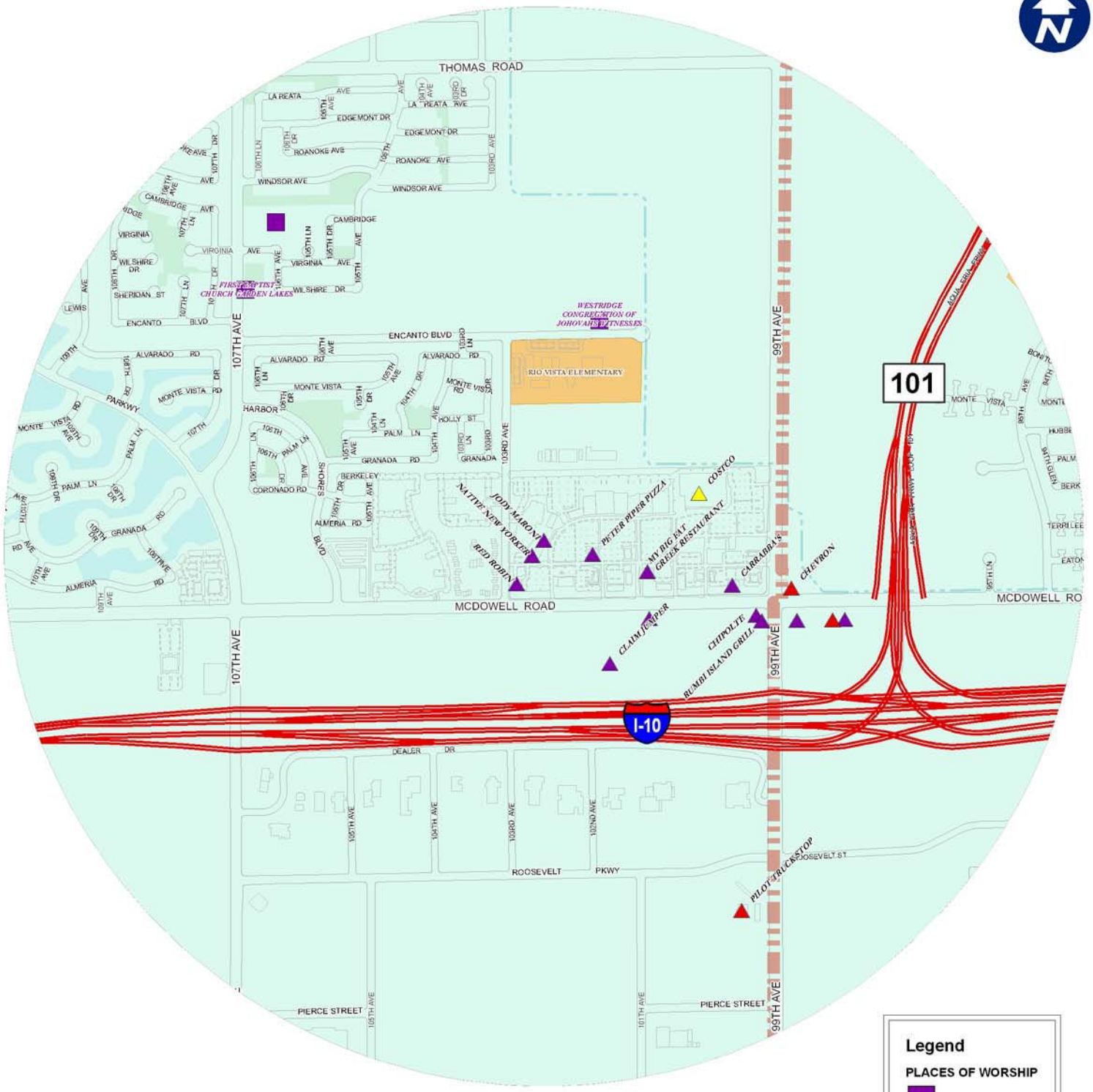
☒ APPROVED
☐ DENIED

Jesse G. Tomy
SIGNATURE

10/22/08
DATE

Assistant Fire Marshal
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 3, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 14, 2008



Legend

PLACES OF WORSHIP

- CHURCH

Liquor License

- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 16
- PropClassPL
- SCHOOLS

Jody Maroni
10220 W McDowell Rd # 100
1 Mile Buffer

0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

Avondale GIS Division of Water Resources

10220
100

WARNING
PROTECTED BY
DESERT
SECURITY
661-1800
NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: OCTOBER 6, 2008
A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, NOVEMBER 3, 2008
AT 7:00 PM.
(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200
**SERIES 16: RESTAURANT LICENSE TO SELL
ALL SPIRITUOUS LIQUORS**
THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE
CITY CLERK AT: 623-333-1200.
ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
APPLICATION FOR LIQUOR LICENSE

CITY COUNCIL REPORT

SUBJECT:
Liquor License - New York Pizza Dept.

MEETING DATE:
November 3, 2008

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk (623) 333-1200

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request from Mr. Richard Stark for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at New York Pizza Department, 1619 North Dysart Road, Suite A.

DISCUSSION:

The City Clerk's Department has received an application for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors from Mr. Richard Stark, New York Pizza Department, 1619 North Dysart Road, Suite A, Avondale, Arizona. This corporation has changed their organizational status, which requires a new application to be submitted. The required fee of $1,100.00 has been paid.

As required by state law and city ordinance, the application was posted from September 30, 2008 through October 20, 2008 and a notice was published in the West Valley View on October 7, 2008 and October 17, 2008. No comments were received. The Arizona Department of Liquor License and Control has accepted the submitted application as complete.

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

RECOMMENDATION:

Staff recommends that the City Council approve this request by Mr. Richard Stark, New York Pizza Department, 1619 North Dysart Road, Suite A.

ATTACHMENTS:

Click to download

- Application
- Comments
- Vicinity map
- Posting pictures

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'08 SEP 16 Liqr. Lic. PM 3:44

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

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

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees: LICENSE #: _____

1. Type of License: No. 12 liquor license 2. Total fees attached: Department Use Only $

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

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

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

1. Applicant/Agent's Name: Mr. Ms. Stark (Last) Richard (First) B104 0284 Fred (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: Ziegler's NYPD, LLC B104 0827
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: New York Pizza Dept B1035496
(Exactly as it appears on the exterior of premises)
4. Business Address: 1619 N. Dysart Road, Ste. A (Do not use PO Box Number) Avondale (City) Maricopa (COUNTY) 85392 (Zip)
5. Business Phone: (623) 536-6973 Residence Phone: ( )
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: 13901 N. 73rd St, No. 209 Scottsdale (City) AZ (State) 85260 (Zip)
8. Enter the amount paid for a 06, 07, or 09 license: $ _____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: DM Date: 9/16/08 Lic. # 12077754

Fees: 100.00 (Application) _____ (Interim Permit) _____ (Agent Change) _____ (Club) 24.00 (F. Prints) $ 124.00 (TOTAL)

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

LIC 0100 05/2004

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

SEE AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

Amendment as to Section 1 - to check off Interim Permit box

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 6 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

LICENSE #: 12077754

SECTION 3 Type of license and fees:

Department Use Only

1. Type of License: _____ 2. Total fees attached: $

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

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

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

1. Applicant/Agent's Name: Mr. Ms. Stark (Last) Richard (First) Fred (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: Ziegler's NYPD, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: _____
(Exactly as it appears on the exterior of premises)
4. Business Address: _____ City _____ COUNTY _____ Zip _____
(Do not use PO Box Number)
5. Business Phone: (___) _____ Residence Phone: (___) _____
6. Is the business located within the incorporated limits of the above city or town? [ ] YES [ ] NO
7. Mailing Address: _____ City _____ State _____ Zip _____
8. Enter the amount paid for a **06, 07, or 09** license: $ _____ **(Price of License ONLY)**

DEPARTMENT USE ONLY

Accepted by: _____ Date: _____ Lic. # _____

Fees: _____ Application _____ Interim Permit _____ Agent Change _____ Club _____ F. Prints $ _____ TOTAL

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

LIC 0100 06/2004

***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

'08 SEP 16 Liq. Lic. PM 3:44

SECTION 5 Interim Permit:

1. If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 12076784
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? _____

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

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

X _____ (Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

_____ day of _____, 2008
Day Month Year

My commission expires on: _____

_____ (Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip

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

General	Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐	☐						
☐	☐						
☐	☐						
☐	☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

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

SEE AMENDMENT

'08 OCT 1 Liq. Lic. AM11:42

SECTION 5 **Interim Permit:**

1. If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 12076784
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? _____

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

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

X _____ (Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 18 day of August, 2008
Day Month Year

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
MARY E. WIFLER
My Commission Expires 08/08/10

My commission expires on: _____

Mary E. Wifler
(Signature of NOTARY PUBLIC)

SECTION 6 **Individual or Partnership Owners:**

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

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip

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

General	Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐	☐						
☐	☐						
☐	☐						
☐	☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

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

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 12076784

Issue Date: 1/29/2007

Expiration Date: 3/31/2009

Restaurant

Issued To:
SCOTT NEIL ZIEGLER, Agent
ZIEGLER RESTAURANT INC, Owner

Location:
NEW YORK PIZZA DEPT
1619 N DYSART RD STE A
AVONDALE, AZ 85323

Mailing Address:
SCOTT NEIL ZIEGLER
ZIEGLER RESTAURANT INC
NEW YORK PIZZA DEPT
13901 N 73 ST # 209
SCOTTSDALE, AZ 85260

EXP 3/31/2009

JERROLD A. OLIVER, SR.
DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 12076784

Issue Date: 10/1/2008

Expiration Date: 12/30/2008

Issued To:
RICHARD FRED STARK, Agent
ZIEGLER'S NYPD LLC, Owner

Location:
NEW YORK PIZZA DEPT
1619 N DYSART RD STE A
AVONDALE, AZ 85392-1200

Restaurant
Interim Permit

Mailing Address:
RICHARD FRED STARK
ZIEGLER'S NYPD LLC
NEW YORK PIZZA DEPT
13901 N 73 ST # 209
SCOTTSDALE, AZ 85260

LIQUOR LICENSES AND CONTROL ARIZONA

JERRY A. OLIVER, SR.
DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE

REJECT
EXP 12/30/2008

SECTION 7 Corporation/Limited Liability Co.:

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

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, 8.*

☒ L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: **Ziegler's NYPD, LLC**
   (Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: **8/4/08** State where Incorporated/Organized: **Delaware**
3. AZ Corporation Commission File No.: **n/a** Date authorized to do business in AZ: **n/a**
4. AZ L.L.C. File No: **R-1468302-5** Date authorized to do business in AZ: **8-11-08**
5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number:
6. List all directors,/ officers, controlling stockholders or members in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
see attached					

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

Last	First	Middle	% Owned	Residence Address	City State Zip
see attached					

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

SECTION 8 Club Applicants:

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

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

Last	First	Middle	Title	Residence Address	City State Zip

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

SEE AMENDMENT

(Amendment to Section 7 nos. 6 + 7 re new attachment)

SECTION 7 **Corporation/Limited Liability Co.:**

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

☐ CORPORATION ***Complete questions 1, 2, 3, 5, 6, 7, 8.***

☐ L.L.C. ***Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.***

1. Name of Corporation/L.L.C.: _____
(Exactly as it appears on Articles of Inc. or Articles of Org.)

2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____

5. Is Corp./L.L.C. non-profit? ☐ YES ☐ NO If yes, give IRS tax exempt number: _____

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

Last First Middle	Title	Residence Address City State Zip
See new attachment		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

Last First Middle	% Owned	Residence Address City State Zip
See new attachment		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

SECTION 8 **Club Applicants:**

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

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? ☐ YES ☐ NO If tax exempt, give IRS tax exempt number: _____

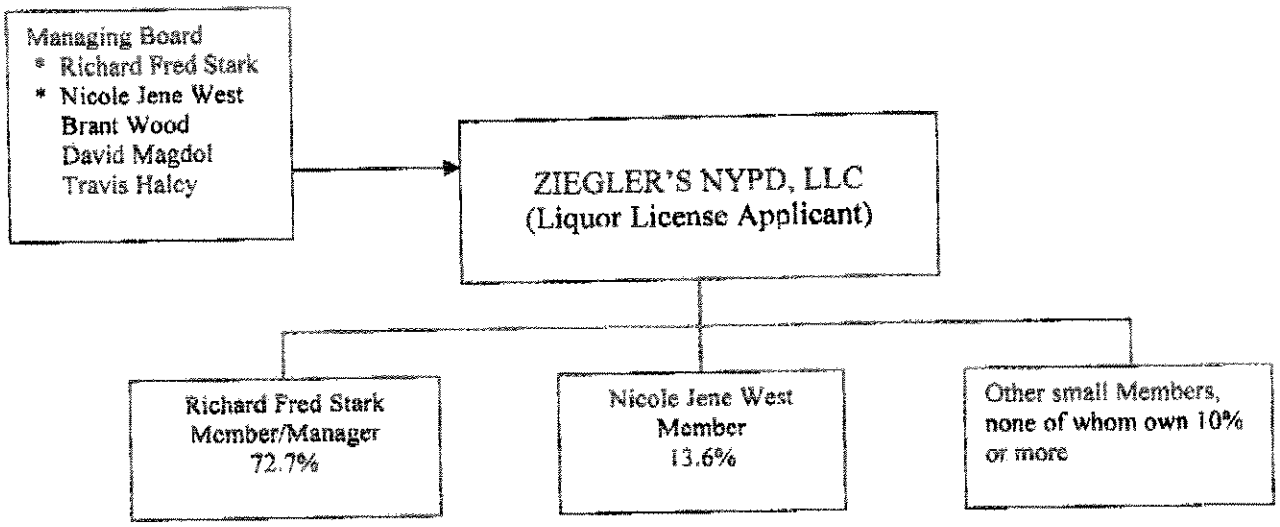
3. List officer and directors:

Last First Middle	Title	Residence Address City State Zip

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

'08 OCT 1 Liqr. Lic. AM11:42

Application for Liquor License of Ziegler's NYPD, LLC
Attachment to Section 7, Nos. 6 and 7



Name	Title	%	Address
Stark, Richard Fred	Member; Manager; Board member	72.7	
West, Nicole Jene	Member; Board member	13.6	

* Board members who are submitting background. Other Board members will not be involved in the direction of the management of the policies involving spirituous liquor for this location in the State of Arizona.

'08 SEP 16 Liq. Lic. PM 3:44

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

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

2. Assignee's Name: _____
Last First Middle

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

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

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

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

2. Assignee's Name: _____
Last First Middle

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

SECTION 11 **Person to Person Transfer:**

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

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

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

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

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

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

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

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

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

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

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

X _____
(Signature of CURRENT LICENSEE)

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

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

'08 SEP 16 Liqr. Lic. PM 3:45

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

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

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: **Est .6 mi** ft. **(Regardless of distance)** Name of school: **Tutor Time Kindergarten**
   Address **1730 N. Dysart Rd, Goodyear, AZ 85395**
2. Distance to nearest church: **Est .7 m** ft. **(Regardless of distance)** Name of church: **Phoenix United Reformed Church**
   Address **2418 N. 127th Lane, Avondale, Az 85392**
3. I am the: ☒ LESSEE ☐ SUB LESSEE ☐ OWNER ☐ PURCHASER (of premises)
4. If the premises is leased give lessors: Name **LDL, LLC**
   Address **3505 E. Harmon Ave. B, Las Vegas, NV 89121**

4a. Monthly rental/lease rate $ **$10,726.42** What is the remaining length of the lease? **8** yrs. **4** mos.

4b. What is the penalty if the lease is not fulfilled? $_____ or other **termination; penalties per agr & law**
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ **0**

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

Last	First	Middle	% Owed	Residence Address	City State Zip
none					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) **Pizza/Italian restaurant**
7. Has a license, or a transfer license for the premises on this application been denied by the state within the past one (1) year? ☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee , have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☒ YES ☐ NO If yes, give license number and licensee's name:
   License # **12076784** (Exactly as it appears on license) Name **Scott Neil Ziegler**

SEE AMENDMENT

'08 SEP 16 Liqr. Lic. PM 3:45

Attachment to Application for Liquor License
Ziegler's NYPD, LLC
Sec. 13, No. 5

No. 5. What is the total business indebtedness of the applicant for this license/location excluding lease?

Currently, the Applicant has no business indebtedness for this license/location excluding the lease. It is anticipating a recapitalization transaction in the very near future which will involve the incursion of debt. Following the closing, the Applicant will amend its pending liquor application and supply the Department with the name and address of the company providing the funding as well as the amount.

Does any one creditor represent more than 10% of that sum? No **See list below.**

Name	% Owed	Address
None at this time but see above		

SEE
AMENDMENT

Amendment to Section No. 13 No. 5 re new attachment

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

'08 OCT 1 Liqr. Lic. AM11:42

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

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

2. New Business: (Do not use PO Box Number) Name _____ Address _____

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

4. What date do you plan to move? _____ What date do you plan to open? _____

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

1. Distance to nearest school: _____ ft. **(Regardless of distance)** Name of school: _____ Address _____

2. Distance to nearest church: _____ ft. **(Regardless of distance)** Name of church: _____ Address _____

3. I am the: ☐ LESSEE ☐ SUB LESSEE ☐ OWNER ☐ PURCHASER (of premises)

4. If the premises is leased give lessors: Name _____ Address _____

4a. Monthly rental/lease rate $ _____ What is the remaining length of the lease? _____ yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? $ _____ or other _____ (give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ **see new attachment**

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

Last	First	Middle	% Owed	Residence Address	City State Zip
See new attachment					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) _____

7. Has a license, or a transfer license for the premises on this application been denied by the state within the past one (1) year? ☐ YES ☐ NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee, have any interest in your business? ☐ YES ☐ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☐ NO If yes, give license number and licensee's name:

License # _____ (Exactly as it appears on license) Name _____

SEE AMENDMENT

'08 OCT 1 Liqr. Lic. AM11:42

Attachment to Application for Liquor License
Ziegler's NYPD, LLC
Sec. 13, No. 5

No. 5. What is the total business indebtedness of the applicant for this license/location excluding lease?

Ziegler's NYPD, LLC is currently indebted for $6.275M following a recapitalization of the former owners of five NYPD Pizza and five New York Pizza Dept restaurants valley-wide. No allocation was assigned to any particular location.

Does any one creditor represent more than 10% of that sum? Yes. **See list below.**

Name	% Owed	Address
Main Street Capital Corporation and associated funds	91.633%	1300 Post Oak Blvd, Suite 800 Houston, TX 77098
Ziegler Restaurant Inc.	8.367%	13901 N. 73rd St, No. 209 Scottsdale, AZ 85260

About Main Street Capital Corporation (www.MainStCapital.com) - Main Street Capital Corporation (Nasdaq: "MAIN") is a principal investment firm that provides long-term debt and equity capital to lower middle market companies. Main Street Capital Corporation ("Main Street"), through its two investment funds, Main Street Mezzanine Fund, LP ("MSMF") and Main Street Capital II, LP ("MSC"), has access to approximately $300 million of investment capital. Both MSMF and MSC are federally licensed by the United States Small Business Administration as Small Business Investment Companies ("SBIC") Main Street's investments are generally made to support management-led recapitalizations and growth financings of companies that operate in diverse industry sectors and generally have annual revenues ranging from $10 to $100 million.

AMENDMENT

'08 OCT 23 Liqr. Lic. AM 9:20

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

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

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

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

1. **Distance to nearest school:** _____ ft. **(Regardless of distance)** Name of school: _____ Address _____
2. Distance to nearest church: **4,400** ft. **(Regardless of distance)** Name of church: **Church of Jesus Christ of Latter Day Saints** Address **13277 W. Thomas Rd., Goodyear**
3. I am the: ☐ LESSEE ☐ SUB LESSEE ☐ OWNER ☐ PURCHASER (of premises)
4. If the premises is leased give lessors: Name _____ Address _____

4a. Monthly rental/lease rate $ _____ What is the remaining length of the lease? _____ yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? $ _____ or other _____ (give details - attach additional sheet if necessary)

5. What is the total business indebtedness of the applicant for this license/location excluding lease? $ _____

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

Last	First	Middle	% Owed	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

License # _____ (Exactly as it appears on license) Name _____

AMENDMENT

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

'08 SEP 16 Liq. Lic. PM 3:45

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☒ YES ☐ NO If yes, give licensee's name:

Ziegler	Scott	Neil	and license #: 12076784
Last	First	Middle	

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. Section 4-203.01; and complete Section 5 of this application.
3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.
4. Do you understand that **40% of your gross revenue** must be from food sales? ☒ YES ☐ NO

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

1. Check **ALL** boxes that apply to your licensed premises:

☒ Entrances/Exits ☒ Liquor storage areas
☐ Drive-in windows ☐ Patio enclosures
☐ Service windows ☐ Under construction: estimated completion date_____

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.
3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

See attached

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

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

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☐ YES ☒ NO If yes, give license's name:

   _____ and license #: _____
   Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. Section 4-203.01; and complete Section 5 of this application.
3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.
4. Do you understand that **40% of your gross revenue** must be from food sales? ☒ YES ☐ NO

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

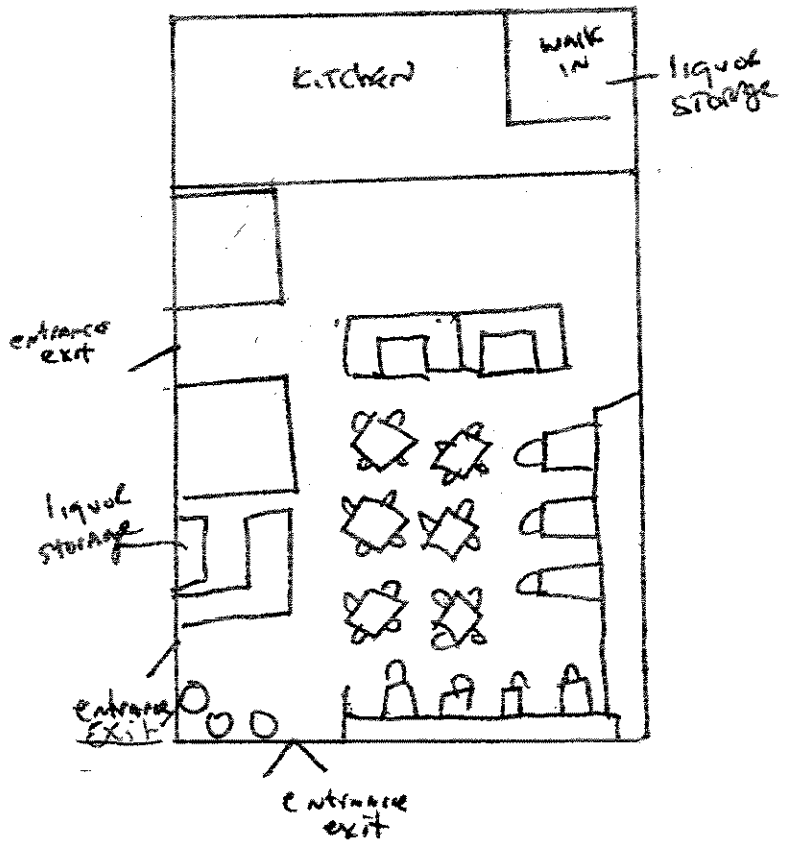
1. Check **ALL** boxes that apply to your licensed premises:

   ☒ Entrances/Exits ☒ Liquor storage areas
   ☐ Drive-in windows ☐ Patio enclosures
   ☐ Service windows ☐ Under construction: estimated completion date: _____

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.
3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

   DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

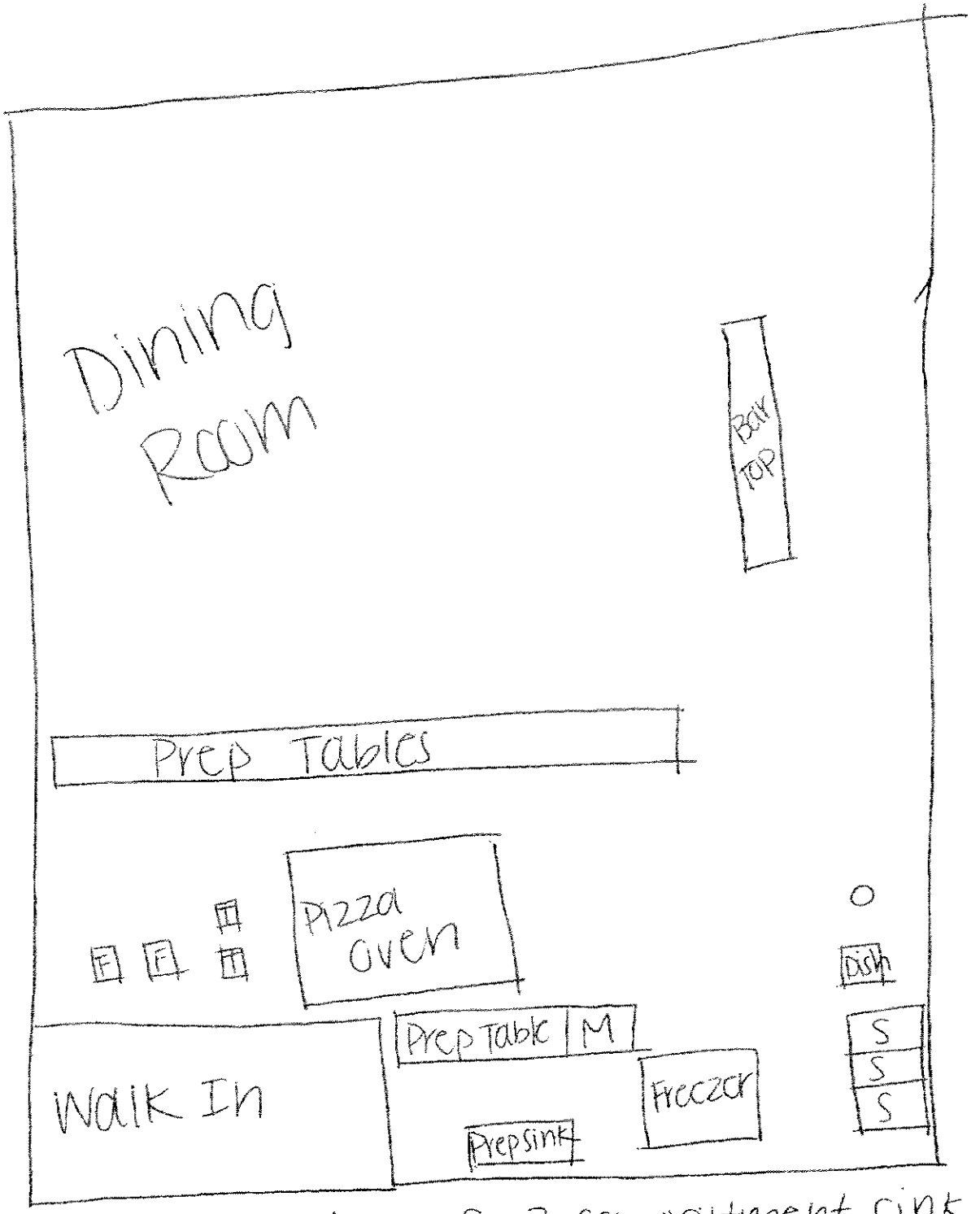
3,100 SF



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

NYPD Pizza - Dysart - Avondale

08 SEP 16 PM 3:45



T = Turbo Chef
F = Fryer
M = Mixer

S = 3 compartment sink
O = hand sink

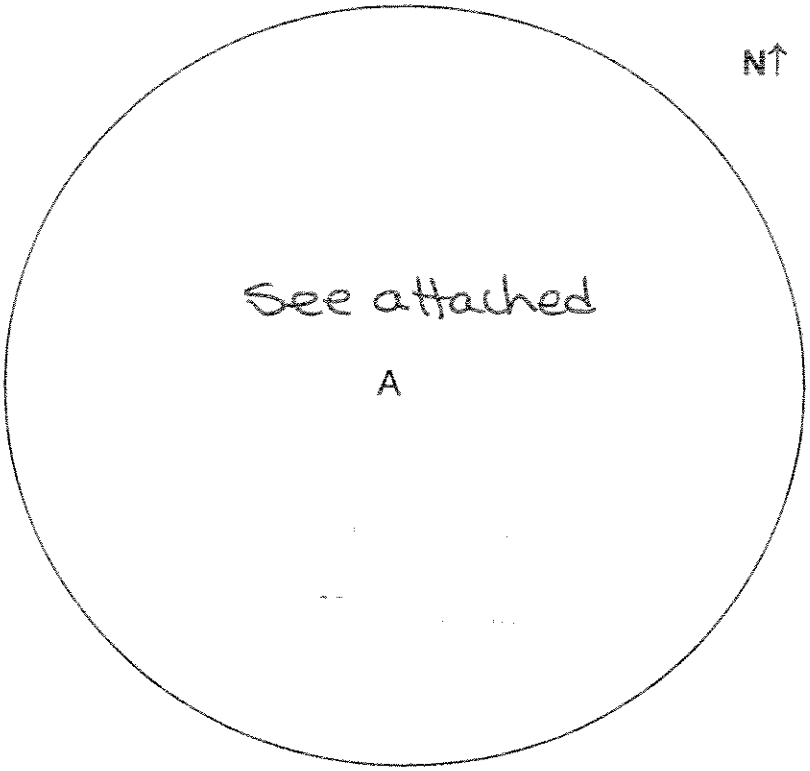
'08 SEP 16 Liq. Lic. PM 3:45

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

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

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

ATTACH ADDITIONAL SHEET(S) IF NECESSARY



A = Your business name and identify cross streets.

SECTION 17 **Signature Block:**

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

X _____
(Signature)

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
MARY E. WIFLER
My Commission Expires 06/08/10

My commission expires on:

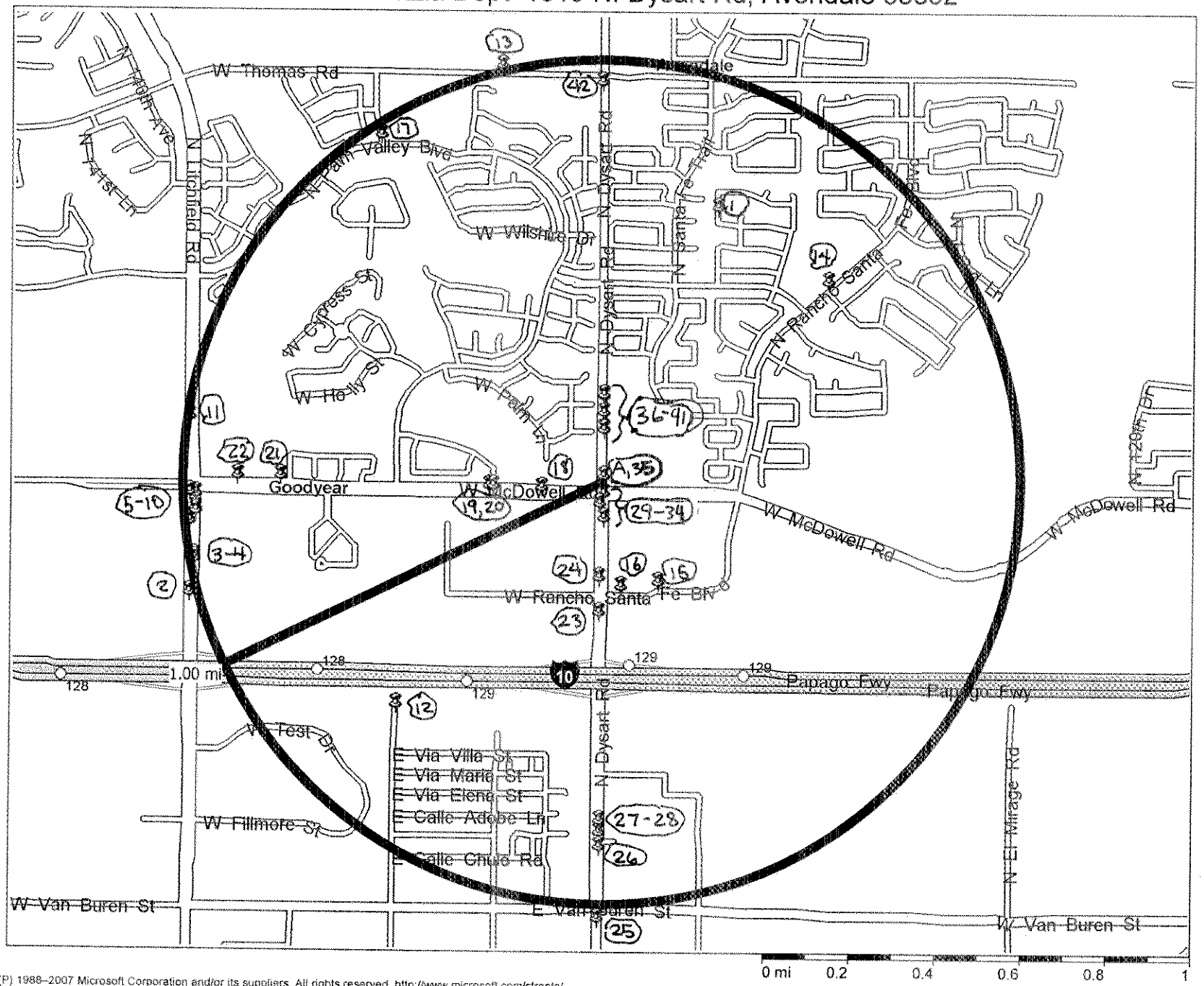
State of **Arizona** County of **Maricopa**

The foregoing instrument was acknowledged before me this

18 day of AUGUST, 2008
Day Month Year

(Signature of NOTARY PUBLIC)

New York Pizza Dept 1619 N. Dysart Rd, Avondale 85392



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'08 SEP 16 Liqr. Lic. PM 3:45

'08 SEP 16 Liqr. Lic. PM 3:45

New York Pizza Dept, 1619 N. Dysart Road, Avondale, AZ 85392					
Attachment to Section 16					
No.	**Name**	**Street**	**City**	**Zip**	**Lic No.**
A	New York Pizza Dept (Applicant)	1619 N. Dysart Road	Avondale	85392	12076784
1	Phoenix United Reformed Church	2418 N. 127th Lane	Avondale	85392	
2	Mobil on the Run #12108	1264 N. Litchfield Rd	Goodyear	85338	10073718
3	Ichi Ban Restaurant	1363 N. Litchfield Rd	Goodyear	85338	12076220
4	Chili's Grill & Bar	1371 N Litchfield Rd	Goodyear	85395	12074090
5	Macayo Restaurant	1474 N. Litchfield Rd	Goodyear	85338	12075333
6	El Paso Bar-B-Que Co	1480 N. Litchfield Rd	Goodyear	85338	12075849
7	On the Border Mexican Grill	1507 N. Litchfield Rd	Goodyear	85395	12074587
8	Target #1242	1515 N. Litchfield Rd	Goodyear	85338	10074794
9	TGI Friday's	1559 N. Litchfield Rd	Goodyear	85338	12074313
10	Chipotle Mexican Grill #542	1560 N. Litchfield Rd	Goodyear	85338	12076032
11	McGrath's Fish House	1800 N. Litchfield Rd	Goodyear	85338	12076468
12	West Valley Assembly of God	1781 N. Central Ave	Goodyear	85338	
13	Church of Jesus Christ LDS	13277 W. Thomas Rd	Goodyear	85395	
14	Rancho Santa Fe School	2150 N. Rancho Santa Fe Blvd	Avondale	85392	
15	Wal-Mart Supercenter #2554	13055 W. Rancho Santa Fe Blvd	Avondale	85323	09070126
16	4 Sons Food Store	13085 W. Rancho Santa Fe Blvd	Avondale	85323	10074719
17	Palm Valley School	2801 N. 135th Ave	Goodyear	85395	
18	Nakama Sushi Restaurant & Lounge	13215 W. McDowell Rd, #D-3	Goodyear	85338	12077422
19	Buffalo Wild Wings Grill & Bar	13311 W. McDowell Rd	Goodyear	85338	12076617
20	Manuels Mexican Food Restaurant	13319 W. McDowell Rd	Goodyear	85338	12076789
21	Black Angus Steakhouse	13766 W. McDowell Rd	Goodyear	85338	12074821
22	Applebee's Neighborhood Grill & Bar	13832 W. McDowell Rd	Goodyear	85338	12074443
23	Mimi's Café	1220 N. Dysart Rd	Goodyear	85338	12075729
24	Bill Johnson's Big Apple Restaurant	1330 N. Dysart Rd	Goodyear	85338	12075509
25	Food City #93	1450 N. Dysart Rd	Avondale	85323	09070700
26	Sam's Club #4830	1459 N. Dysart Rd	Avondale	85392	09070328
27	Peter Piper Pizza #227	1463 N. Dysart Rd	Avondale	85323	12075284
28	Don Rafa Taqueria	1467 N. Dysart Rd, #107	Avondale	85323	12076699
29	Tomo Japanese Cuisine	1550 N. Dysart Rd, A-7, 8, 9	Goodyear	85338	12077029
30	Streets of New York	1550 N. Dysart Rd, B8	Goodyear	85338	12075756
31	QuikTrip #446	1550 N. Dysart Rd	Goodyear	85338	10074069
32	Fry's Food & Dug #112	1571 N. Dysart Rd	Avondale	85323	09070337
33	Palmermo's Pizza	1579 N. Dysart Rd	Avondale	85323	12074329
34	Circle K #6645	1595 N. Dysart Rd	Avondale	85323	10074914
35	Pei Wei Asian Diner	1619 N. Dysart Rd, #101	Avondale	85323	12076568
36	Crossroads Lounge	1770 N. Dysart Rd	Avondale	85323	06070501
37	Game Time Sports Grill	1729 N. Dysart Dr, #107-109	Avondale	85323	12077305
38	Tutor Time Kindergarten	1730 N. Dysart Rd	Avondale	85395	
39	Cucina Taggliani	1733 N. Dysart Rd	Avondale	85323	12077311
40	Tastings Wine Bar & Bistro	1809 N. Dysart Rd #106	Avondale	85323	07070164; 12077271
41	Sprout Farmers Market #13	1813 N. Dysart Rd	Avondale	85323	10075199
42	CVS/Pharmacy #03749	2840 N. Dysart Rd	Goodyear	85338	09074008

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'08 SEP 16 Liq. Lic. PM 3:45

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

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

HOTEL-MOTEL AND RESTAURANT LICENSES
RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises. If you do not have all food or liquor invoices, please contact your vendors immediately and request copies of missing invoices. These must be available for pick-up at the time of the Audit Interview Appointment. **If all food invoices are not available at that time, you may not be given credit for *all* food sales.**
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    A. Sales Journals/Monthly Sales Schedules
       1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
       2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
       3) Guest Checks
       4) Coupons/Specials
       5) Any other evidence to support income from food and liquor sales
    B. Cash Receipts/Disbursement Journals
       1) Daily Bank Deposit Slips
       2) Bank Statements and canceled checks
11. Tax Records
    A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    B. Income Tax Return - city, state and federal (copies)
    C. Any supporting books, records, schedules or documents used in preparation of tax returns

12. Payroll Records 08 SEP 16 Liqr. Lic. PM 3:45

   A. Copies of all reports required by the State and Federal Government

   B. Employee Log (A.R.S. §4-119)

   C. Employee time cards (actual document used to sign in and out each work day)

   D. Payroll records for all employees showing hours worked each week and hourly wages

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food.
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (**print** licensee name):

Stark Richard Fred

Last First Middle

have read and fully understand all aspects of this statement.

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

X _____ (Signature of Licensee)

18 day of AUGUST, 2008

Day Month Year

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
MARY E. WIFLER
My Commission Expires 06/08/10

My commission Expires on: _____

Day Month Year

_____ (Signature of NOTARY PUBLIC)

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'08 SEP 16 PM 3:24

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

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

RESTAURANT OPERATION PLAN

PRINT – USE BLACK INK

LICENSE # _____

1. List by Make, Model and Capacity of your :

Grill	None
Oven	Marshall Double Deck Pizza Oven
Freezer	2 sec freezer 49" cu in Randall
Refrigerator	8 x 12 Walk-in Kol Pak
Sink	3 compartment and produce sink
Dish Washing Facilities	Dishwasher and clean and dirty dish landing area
Food Preparation Counter	60 sf of counter pizza prep table and other
Other	Dual fryers Pitco
Other	
Other	

2. Print the name of your restaurant:
New York Pizza Dept

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

   a. **Restaurant area** of your premises [75]

   b. **Bar area** of your premises [10]

   c. **Total area** of your premises [85]

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

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover)? ☑ Yes 15 % ☐ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 85 %

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

'08 SEP 16 LIQUOR LIC PM 2:43

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

Two televisions in the bar area

9. Do you have live entertainment or dancing? ☐ Yes ☑ No
(If yes, what type and how often?)

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

1 General Manager: Manages day to day operations
2 Assistant Managers: Assist in managing day to day operations
20 servers: Bring food to customers
10 counter help: help customers with take-out and slices
15 cooks: responsible for making food
2 dishwashers: cleans dishes and glassware
2 bartenders: serve beverages to customers

Attach additional sheets if necessary

I, **Richard Fred Stark**, hereby declare that I am the APPLICANT filing this
(Print full name)
application. I have read this application and the contents and all statements true, correct and complete.

X (Signature of APPLICANT)

State of **Arizona** County of **Maricopa**
The foregoing instrument was acknowledged before me this 19 day of AUGUST 2008
Day Month Year

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
MARY E. WIFLER
My Commission Expires 08/08/10

My commission expires on

(Signature of NOTARY PUBLIC)

'08 SEP 16 Liqr. Lic. PM 3:45

Lunch and Dinner Menu

APPETIZERS

Broadway Bruschetta $5.95
Appetizers Wings Salads Pizzas Specialty Pizzas Calzones Heros Piadini Pasta Kids Menu Desserts Beverages

Garlic Knots $3.75
Freshly baked, brushed with garlic, sesame and Romano cheese. Served with marinara sauce. {12 knots}

Garlic Cheese Knots $4.75
With bubbly, melted golden mozzarella. {12 knots}
Add Alfredo Sauce to your Knots 0.99

Spinach Artichoke Dip $6.95

Caprese $7.25
Fresh mozzarella, Roma tomatoes, red onions, roasted peppers on fresh basil, served with warm bread'capisce?

Mozzarella Sticks $6.50

Fried Calamari $7.25

NEW! Minestrone Bowl $4.49

NEW! Soup of the Day $4.95

NEW! Mussels Marinara $10.95

WINGS - MILD, SWEET & HOT

Served with celery and blue cheese or ranch dressing.

Honey BBQ Wings (12) $7.95
These gems are prepared with BBQ sauce and real honey tantalizin' yer tongue with a dash of sweet and sour.

Upstate Style Wings(12) $7.95
These babies aren't too spicy. Smothered in sauce and cooked to perfection.

NEW! Hell's Kitchen Wings(12) $7.95
These babies are spicy, like the neighborhood they're named after. Served with celery & blue cheese or

ranch dressing.

'08 SEP 16 Liqr. Lic. PM 3:45

SALADS

Add Chicken to any Salad Small 2.00 Large $3.00

	Small	Large
SOHO Salad Pizza Served on a "Pizza Crisp" baked with garlic, spices, mozzarella, and topped with mixed baby greens, tomatoes, feta, sliced almonds and asiago, with NYPD's own blend of its house and ranch dressing.	$5.95	$8.95
Chelsea Salad This salad is a healthy serving of mixed chopped greens, Gorgonzola cheese, sun dried tomatoes, sliced almonds, bacon, cucumbers and NYPD's own dressing that is a mix of house vinaigrette and ranch dressing.	$5.50	$8.25
NYPD House Salad	$3.50	$5.95
Asiago Caesar Salad	$3.75	$6.50
With chicken	$5.75	$9.50
NEW! Buffalo Chicken Caesar Salad Crispy sliced chicken tossed in a mild Buffalo sauce over a traditional caesar complimented with Gorgonzola and asiago. Hail Buffalo!		$8.25
Greek Salad	$4.25	$7.95
Tossed Antipasto	$5.95	$8.50
NEW! Sliced Italian Beef Salad Chopped romaine tossed in a tantalizing mixture of vinaigrette dressing, au jus, and Romano cheese. Then topped with thinly sliced Italian beef, caramelized onions, saut□ed mushrooms, feta and roasted red peppers.	$5.95	$8.95

PIZZA

Our pizza is a traditional New York hand-tossed, thin-crust pie. Baked in a stone oven and served in 8 slices.

Our Sicilian is a thick crust pie, hand formed and baked in a deep dish pan.

Our 12" pie feeds 1 - 2 14" pie feeds 2, our 16" pie feeds 3, our 18" pie feeds 4, our Half Sicilian feeds 2-3 and our full Sicilian feeds 4-6...fuhget about it! All pies . We are from New York you know.

12" CHEESE	$9.25
14" CHEESE	$11.50
16" CHEESE	$13.50
18" CHEESE	$15.25
Sicilian (thick crust - 12 cut)	$16.95
Half Sicilian	$11.95
TRADITIONAL TOPPINGS	
12"	$1.25
14"	$1.85
16"	$2.05
18"	$2.35

Half Sicilian	$1.85
Sicilian	$2.85

'08 SEP 16 Liqr. Lic. PM 3:45

Anchovies
Artichokes
Breaded Eggplant
Black Olives
Broccoli
Extra Mozzarella
Fresh Basil
Fresh Garlic
Fresh Mushrooms
Green Peppers
Homemade Meatballs
Italian Sausage
Jalapeno
Onions
Pepperoni
Pineapple
Ricotta Cheese
Roasted Red Peppers
Roma Tomatoes
Salami
Smoked Ham
Spinach

CHICKEN, CLAMS or BACON (counts as 2 toppings)

12"	$2.50
14"	$3.70
16"	$4.10
18"	$4.70
Half Sicilian	$3.70
Sicilian	$5.70

SPECIALTY PIZZAS

	12"	14"	16"	18"
Rocky's Philly Steak Pizza Italian beef, sauteed onions, mushrooms and mozzarella cheese smothered on top of our pizza pie with traditional sauce.	$13.50	$15.50	$18.75	$20.95
Brooklyn Family Pepperoni, sausage & fresh basil	$13.25	$15.25	$18.25	$19.95
Fran's Favorite Roma tomato, mushrooms & fresh basil	$13.25	$15.25	$17.50	$19.50
Pizza Blanca (White Pie) Olive oil, crushed garlic, ricotta, mozzarella with your choice of spinach or Roma tomatoes.	$13.25	$15.25	$17.50	$19.50
NYPD Blue Ricotta cheese, eggplant and roasted peppers	$12.95	$14.95	$17.95	$19.50
The Big Kahuna Ham, pineapple, basil	$12.95	$14.95	$18.25	$19.95
Mott Street Meat Lover Pepperoni, sausage, meatballs	$13.95	$15.95	$18.50	$20.50
Joey's Favorite Mushrooms, onions, peppers, olives, Roma tomatoes	$14.50	$16.50	$18.95	$20.95
Vinny's Favorite Any five toppings. *Vinny always liked something different.*	$14.95	$16.95	$19.50	$21.75
Da Works Pepperoni, peppers, onions, olives, mushrooms, sausage and Roma tomatoes	$15.50	$17.50	$20.50	$22.50

CALZONES

A cheesy combination of seasoned ricotta cheese and mozzarella wrapped in pizza dough and baked in our stone oven. Served with marinara sauce on the side. Please allow 20-30 minutes. **Additional Toppings $1.25**

Traditional Cheese $6.95

Al Capone Calzone $9.25
Sausage, pepperoni, and onions.

Frank Sinatra $9.25
Three toppings of your choice

Louie Prima $8.95
Tomato, garlic, mushroom, and spinach.

Philly Steak $9.95
Filled with sliced Italian beef, sauteed onions and mushrooms, ricotta and mozzarella cheese and served with a side of marinara and au jus.

HERO SANDWICHES

Served with chips and a pickle, on fresh-baked bread.

NEW! Tuscan Grilled Chicken Sandwich $7.49
Grilled chicken breast topped with homemade bruschetta and melted provolone on toasty ciabatta bread. Topped with green leaf lettuce, sliced red onions, roasted red peppers, and a creamy aioli sauce.

Mulberry Street Cold Cut Hero $6.95
The classic combination of fresh Italian deli meats and cheese, served on a hero roll topped with pepperoncini, roasted red peppers and our house vinaigrette.

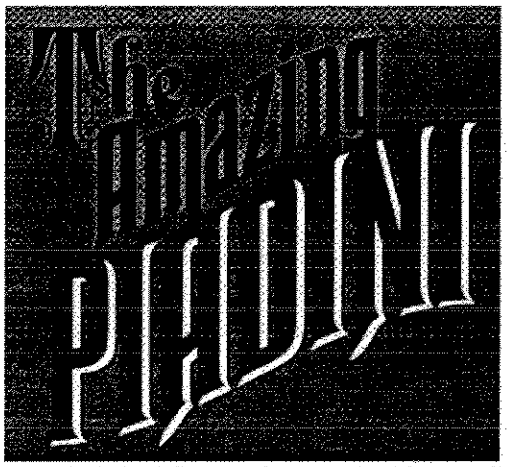
Italian Beef Hero $7.49

Meatball Parmigiana $6.95

Eggplant Parmigiana $6.50

Chicken Parmigiana $6.95

THE AMAZING PIADINI



Freshly baked flatbreads topped with a medley of light and fresh ingredients.
Just Fold It

Astoria Greek Chicken Piadini $6.95
A blend of chopped spinach, Kalamata olives and feta cheese warmed and served on a layer of sliced tomatoes and red onions. Topped with grilled chicken, cucumbers, aioli and served with a lemon wedge

$7.49

Primo Beef Piadini
Sliced Italian-style beef served on a bed of chopped romaine lettuce tossed in a warm Balsamic au jus, topped with caramelized onions, sauteed mushrooms, roasted red peppers and garnished with Romano cheese.

Margherita Piadini $6.95
Crisp, cold layers of fresh basil, Roma tomatoes, fresh mozzarella, red onions, feta and roasted red peppers dressed with our famous home-made Italian dressing.

Asiago Caesar Piadini $5.95
Asiago cheese melted onto our freshly baked Piadini bread topped with a crisp Caesar salad and garnished with our very own Broadway Bruschetta. Add Grilled Chicken, $6.95

PASTAS & ENTREES

Served with freshly baked Garlic knots.

Shells Florentine $9.95
A satisfying dish of pasta shells stuffed with spinach, artichokes & ricotta cheese, topped with a bubbly melted mozzarella and homemade marinara sauce.
Add sliced meatballs or chicken, $3 extra.

Pasta of Your Choice $6.95
Penne, Spaghetti or Linguini with marinara or olive oil

Spaghetti with Homemade Meatballs $8.95

Traditional New York Baked Ziti $8.95
Oven baked penne pasta, marinara, ricotta, and melted mozzarella.
Add sliced meatballs, sausage or chicken, $3 extra.

Homemade Meat Lasagna $9.95
Italian sausage and ground beef. Delicioso!

Cheese Ravioli with Marinara $8.95
With Alfredo Sauce $10.95

NEW! Penne Ala Vodka with Sausage and Peppers $10.95

Eggplant Parmigiana $9.95

Linguini with White or Red Clam Sauce *Mangia!* $10.95

With chicken. $13.95

Chicken Parmigiana $10.95

Side of Meatballs $3.00

Side of Spaghetti $3.95

Alfredo Sauce $3.00
(subsitute for marinara or olive oil)

KIDS MENU (FOR THE YUTES OF AMERICA)

Fiori's Famous Pizza Bites* $4.49
One slice, made bite size with ranch dressing.

Spaghetti w/Meatballs* $4.99
With butter or marinara sauce.

Spaghetti* $4.99
With butter or marinara sauce.

NEW! Cheese Ravioli* $4.99
With butter or marinara sauce.

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Central Park Sundae $1.95
Ice cream, caramel and chocolate toppings, whipped cream and a cherry.

*Served with a Soft Drink and Ice Cream Sundae.

DESSERTS

New York's Finest Cookie 'N' Cream $4.95
A freshly baked chocolate chip cookie topped with vanilla bean ice cream. *So good, you'll want to protect it with your life.*

New York Cheesecake $4.95
Smooth and Rich. Just like Donald Trump. With raspberry topping.

NEW! San Gennaro Zeppolis $4.95
Fried and tossed with powdered sugar, these little nuggets of sweet and tasty pizza dough are served with Chocolate and Raspberry dipping sauces. *Even a New Yorker can't help but say nice things about this Little Italy favorite.*

The Bada Bing Chocolate Cake $4.50
This chocolate cake is sexy, sweet and good to eat. Bada Boom.

Cannolis & Kisses $5.95
Five Cannolis stuffed with our authentic homemade filling. Topped with chocolate kisses, chocolate syrup and powdered sugar.

SOFT DRINKS

Root Beer Float $2.95
Bullwinkle isn't the only float on 34th street these days.

Soft Drinks 2L $2.95 Take-Out Only

Coffee $1.50
For the city that never sleeps.

East Valley
Gilbert - Chandler - Tempe - Mesa
Metro
Scottsdale - Phoenix
West Valley
Surprise - Glendale -
Peoria - W. Phoenix - Avondale - Litchfield Park - Goodyear - Tolleson - Palm Valley - Pebble Creek - Verrado - Luke AFB - Estrella

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'08 SEP 16 Liqr. Lic. PM 3:45

BEERS

ON TAP

- Bud Light 3.50
- Coors Light 3.50
- Blue Moon 4.50
- Fat Tire 4.50
- Peroni 4.50
- Widmer Hefeweizen 4.50

DOMESTIC BOTTLES

3.50

- Budweiser
- Bud Light
- Coors Light
- Michelob Ultra
- Miller Lite
- O'Doul's Amber

PREMIUM BOTTLES

4.00

- Alaskan Amber
- Amstel Light
- Corona
- Corona Light
- Heineken
- Newcastle
- Sam Adams
- Sierra Nevada
- Stella Artois

Please ask your server about additional beer selections.

BLENDED

THE POMARITA

This new Margarita creation, available only at NYPD, is a perfect blend of sweet and sour – Tequila, Lime Juice, with a blast of Pomegranate Liqueur. 5.25

THE BELLINI

Cool off with this thirst quenching blend of Peach Daquiri, Peach Schnapps and Vodka. Finished off with a splash of Chianti. 5.25

WINES

WHITES

	Glass	Bottle
Yellowtail Chardonnay *Australia*	5.00	18.00
Folonari Pinot Grigio *Italy*	6.00	22.00
Sterling Sauvignon Blanc *Monterrey*	7.00	26.00
Trinchero Chardonnay *California*	7.00	26.00
Black Oak Zinfandel *California*	5.00	18.00

REDS

	Glass	Bottle
Stella Montepulciano *Italy, DOC*	5.00	18.00
Caposaldo Chianti *Italy, DOCG*	6.00	22.00
BV Beauzeaux *Napa Valley*	7.00	26.00
Columbia Crest Merlot *Washington State*	6.00	22.00
Mirassou Pinot Noir *Central Coast*	6.00	22.00
Coppola Rosso *California*	7.00	26.00
Echelon Cabernet Sauvignon *California*	7.00	26.00

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'08 SEP 16 PM 12:45

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

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

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License # _____ (If the location is currently licensed)

Eff. 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. **Check appropriate box** →

☐ Owner ☐ Partner ☒ Stockholder ☒ Member ☐ Officer ☒ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager	☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: Stark (Last) Richard (First) Fred (Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

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

4. Place of Birth: Baltimore (City) MD (State) USA (Country (not county)) Height: 5'11" Weight: 175 Eyes: Blue Hair: Brn/Grey

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: (480) 614 - 2981

6. Name of Current or Most Recent Spouse: Stark (Last) Karen (First) Sue (Middle) Angelone (Maiden) Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 1997

8. Telephone number to contact you during business hours for any questions regarding this document. (480) 217 - 6595

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: New York Pizza Dept Premises Phone: (623) 536 - 6973

11. Licensed Premises Address: 1619 N. Dysart Rd, Ste. A (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85392 (Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
10/2000	CURRENT	CEO	Ziegler Restaurant, Inc., 13901 N. 73rd St, No. 209, Scottsdale, AZ 85260

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
7/1997	CURRENT	O	,	Scottsdale	AZ	85258

 Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

'08 SEP 16 Liqr. Lic. PM 3:45

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day?_____, **answer #14a below**. If NO, skip to #15. ☐YES ☒NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you EVER been ***detained, cited, arrested, indicted or summoned*** into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☒YES ☐NO

16. Have you EVER been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐YES ☒NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☐YES ☒NO

19. Has anyone **EVER *filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☒NO

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person, been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☒YES ☐NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

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

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, Richard Inez J Zahn, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X_____ (Signature of Applicant)

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
MARY E. WIFLER
My Commission Expires 06/08/10

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this 18 (Day) day of AUGUST (Month), 2008 (Year)

My commission expires on: _____ (Day Month Year)

_____ (Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name):_____
Hereby authorize the applicant to act as manager for the named liquor license.

State of_____ County of_____
The foregoing instrument was acknowledged before me this

X_____ (Signature of LICENSEE/AGENT)

_____ day of _____ (Day Month Year)

My commission expires on: _____ (Day Month Year)

_____ (Signature of NOTARY PUBLIC)

'08 SEP 16 Liqr. Lic. PM 3:45

Questionnaire of Richard Fred Stark
Attachment to Question Nos 16 and 20

No. 16 I was arrested in Baltimore County, MD when I was 18 (1973) for minor in possession of alcohol. I don't recall the exact disposition – but I do know that the matter was expunged from my record.

No. 20 I am/was a stockholder/member in the following liquor licensees:

New York Pizza LLC #1
Dba NYPD Pizza
1949 E. Camelback Rd, Ste 144
Phoenix, AZ 85016
License No. 12074712
(no violations)

NYPD Ray Rd LLC
dba NYPD Pizza
9845 S. Priest Dr
Tempe, AZ
License No. 12075483
(no violations)

NYPD Pizza Surprise LLC
Dba NYPD Pizza Dept
13980 W. Bell Rd, Ste 1
Surprise, AZ
(no violations)

Ziegler Restaurant Inc.
at the following locations:

NYPD Pizza	2580 W. Chandler Blvd Chandler, AZ	No. 12075209	No violations
NYPD Pizza	10433 N. Scottsdale Rd Scottsdale, AZ	No. 07070346	No violations
New York Pizza Dept	1619 N. Dysart Rd, Ste A Avondale, AZ	No. 12076784	No violations
NYPD Pizza	8280 W. Union Hills Dr, Ste 100 Glendale, AZ	No. 12076196	No violations
New York Pizza Dept	14884 N. Pima Rd, #107 Scottsdale, AZ	No. 12076643	No violations
New York Pizza Dept	2743 S. Market St, #101 Gilbert, AZ	No. 12076352	No violations
New York Pizza Dept	211 E. Warner, #101 Gilbert, AZ	No. 12076491	No violations

Richard Fred Stark

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'08 SEP 16 LIQ LIC PM 2:45

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

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

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License # _____ (If the location is currently licensed)

Eff. 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. **Check appropriate box** →

☐ Owner ☐ Partner ☒ Stockholder ☒ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager	☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: West (Last) Nicole (First) Jene (Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

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

4. Place of Birth: Houston, TX (City) USA (State) _____ Country (not county) Height: 5'5" Weight: 141 Eyes: Brown Hair: Blonde

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: (480) 961 - 5744

6. Name of Current or Most Recent Spouse: West (Last) Samuel (First) Stuart (Middle) _____ (Maiden) Date of Birth _____
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 2005

8. Telephone number to contact you during business hours for any questions regarding this document. (480) 208 - 1603

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: New York Pizza Dept Premises Phone: (623) 536 - 6973

11. Licensed Premises Address: 1619 N. Dysart Rd, Ste. A (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85392 (Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
1/07	CURRENT	Director of Operations	Ziegler's NYPD Pizza, 13901 N. 73rd St, #219, Scottsdale, AZ 85260
9/05	1/07	District Manager	Aramark Corp, 1101 Market St, Philadelphia, PA 19107
5/96	9/05	Executive General Manager	Hillstone Rest Grp dba Houston's Restaurants, 147 S. Beverly Dr, LA, CA 90212

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
12/05	CURRENT	O		Phoenix	AZ	85044
6/05	12/05	O	6726 S. LaRosa Dr	Tempe	AZ	85283
4/04	6/05	O	4310 NE 13th Ave	Oakland Park	FL	33334
4/03	4/04	R	4444 Via Marina, No. 808	Marina Del Rey	CA	90292

 Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

2008 SEP 16 Liqr. Lic. PM 3:45

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day?_____, **answer #14a below**. If NO, skip to #15. ☐YES ☒NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☒NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☐YES ☒NO

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☒NO

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☐YES ☒NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

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

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, Nicole Jene West, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X Nicole West
(Signature of Applicant)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this 5th day of September, 2008
Day Month Year

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
MARY E. WIFLER
My Commission Expires 06/08/10

My commission expires on: 6-8-10
Day Month Year

Mary E Wifler
(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25.I, (**Print** Licensee/Agent's Name):_____
Hereby authorize the applicant to act as manager for the named liquor license.

State of_____County of_____
The foregoing instrument was acknowledged before me this

X _____ _____ day of _____
(Signature of LICENSEE/AGENT) Day Month Year

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

'08 SEP 16 Liqr. Lic. PM 3:45

Questionnaire of Nicole Jene West
Attachment to No. 13

No. 13 Residential history

From	To	Rent/Own	Street	City	State	Zip
2/02	4/03	R	6735 E. Greenway Pkwy, #1123	Scottsdale	AZ	85254

Nicole West

Nicole Jene West

P1 08722

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'08 SEP 16 Liq. Lic. PM 3:45

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

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

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License # _____ (If the location is currently licensed)

Eff. 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. Check appropriate box → ☐ Owner ☐ Partner ☐ Stockholder ☐ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☒ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: Rodecap (Last) Dana (First) Ann (Middle) Date of Birth: (This Will Not Become a Part of Public Records)

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

4. Place of Birth: Lawrence (City) KS (State) USA (Country (not county)) Height: 5'10 Weight: 135 Eyes: Brn Hair: Brn

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: (

6. Name of Current or Most Recent Spouse: Hunter (Last) Ronald (First) James (Middle) Maiden Date of Birth:
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 4/05

8. Telephone number to contact you during business hours for any questions regarding this document. (623) 536-6973

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: New York Pizza Dept. Premises Phone: (623) 536-6973

11. Licensed Premises Address: 1619 N. Dysart Rd, Ste A (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) ~~85323~~ Zip 85392

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
11/06	CURRENT	General Manager	NYPD PIZZA DEPT 1619 N. Dysart Rd Avondale Az 85323
4/05	11/06	General Manager	~~1733 N Dysart Avondale Az 85~~ Johnny Carinos, Sandia Food Grp.
8/03	4/05	General Manager	Johnny Carinos, Tomatto Grotto 35613 Warren Road Westland MI 48185.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address (If rented, attach additional sheet giving name, address and phone number of landlord)	City	State	Zip
10/05	CURRENT	Own				
4/05	10/05	Rent	513 E. Bell Rd	Phoenix	AZ	85022
7/04	4/05	Rent	500 Loop Road	Farmington Hills	MI	
8/03	7/04	Rent	2183 East Beltline Ave. NE	Grand Rapids	MI	

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day?_____, **answer #14a below**. If NO, skip to #15. ☐YES ☐NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☒NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☐YES ☒NO

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☒NO

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☐YES ☒NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

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

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☒NO

If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☒ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☒ NO If "yes", attach a copy of such agreement

24. I, Dana Rodecap (Print full name of Applicant), hereby declare that I am the APPLICANT filing this questionnaire.

I have read this questionnaire and the contents and all statements are true, correct and complete.

x Dana Rodecap
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 7 day of September, 2008
Day Month Year

My commission expires on: 30 June 2010
Day Month Year

(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25.I, (**Print** Licensee/Agent's Name): Richard Fred Stepan

Hereby authorize the applicant to act as manager for the named liquor license.

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 8 day of September 2008
Day Month Year

x _____
(Signature of LICENSEE/AGENT)

My commission expires on: 6-8-10
Day Month Year

(Signature of NOTARY PUBLIC)

CHRISTINA LYNN WALLEY
Notary Public - Arizona
Maricopa County
My Comm. Expires Jun 30, 2010

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
MARY E. WIFLER
My Commission Expires 06/08/10

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

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

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

DANA HUNTER (Rodeo)
Individual Name (Print)

DANA HUNTER
Individual Signature

OCTOBER 21, 2008
Date Training Completed

LANGUAGE OF INSTRUCTION:

☒ ENGLISH ☐ SPANISH

TYPE OF TRAINING COMPLETED
TRAINER MUST CHECK YES OR NO FOR EACH TYPE

☒ YES ☐ NO	BASIC	☒ YES ☐ NO	ON SALE
☒ YES ☐ NO	MANAGEMENT	☐ YES ☒ NO	OFF SALE
☒ YES ☐ NO	BOTH	☐ YES ☒ NO	OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE | BUSINESS NAME | LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

RED MOUNTAIN LIQUOR CONSULTANTS
Company or Individual Name

6445 E. PRINCESS DR.
Address

NESA — ARIZONA — 85205 — 480-830-2768
City — State — Zip — Phone

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

LARRY ELLIOTT
Trainer Name (Print)

Trainer Signature

10/21/08
Date

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

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

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

LIC 1091 05/2003

Disabled individuals requiring special accommodations please call (602) 542-9027

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☒ POLICE DEPARTMENT
- ☐ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT

APPLICANT'S NAME: RICHARD STARK

BUSINESS NAME: NEW YORK PIZZA DEPARTMENT

ADDRESS: 1619 NORTH DYSART ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

Police Chief
TITLE

10/9/08
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 3, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 14, 2008

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☐ POLICE DEPARTMENT
- ☒ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT

APPLICANT'S NAME: RICHARD STARK

BUSINESS NAME: NEW YORK PIZZA DEPARTMENT

ADDRESS: 1619 NORTH DYSART ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE: [signature] DATE: 10/13/08

TITLE: Zoning Specialist

☑ APPROVED
☐ DENIED

SIGNATURE: [signature] DATE: 10/13/08

TITLE: Development Services Director

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 3, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 14, 2008

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: October 13, 2008

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

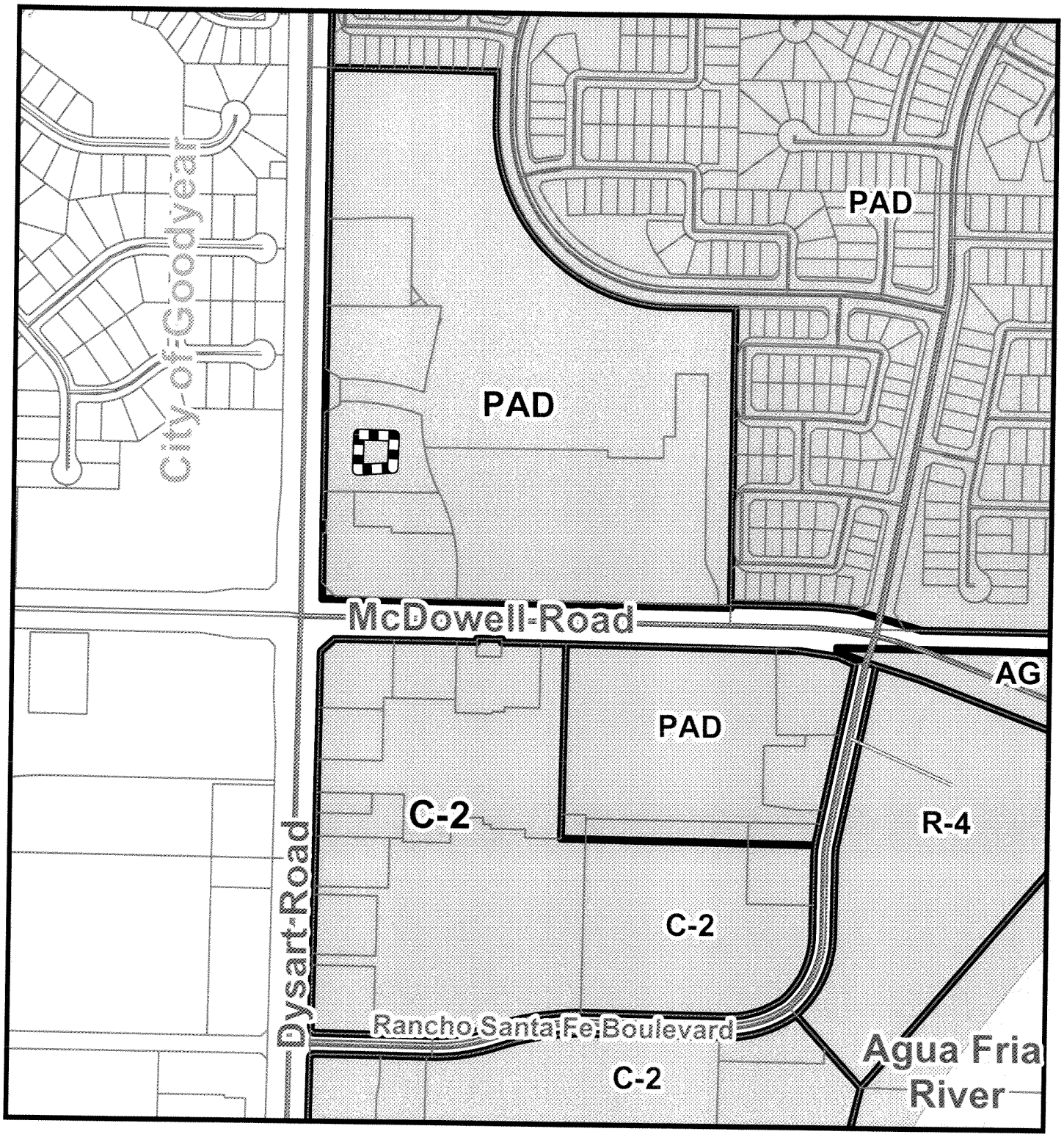
SUBJECT: Series 16 (State Series 12) Bar Liquor License
New York Pizza Dept – 1619 N. Dysart Road, Suite A

The proposed location is at the northeast corner of Dysart Road and McDowell Road in the Alameda Crossing shopping center. The building is complete.

A Series 16 (State Series 12) liquor license is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Freeway Commercial. The site is zoned PAD (Planned Area Development). It is part of the Palm Valley PAD, which was approved by the City Council in September 1994. Restaurants are permitted in this portion of the Palm Valley PAD.

Attachment: 2008 Aerial Photograph
Zoning Vicinity Map



Zoning Vicinity Map

Avondale

New York Pizza Dept.

N

2008 Aerial Photograph

Avondale

New York Pizza Dept

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☐ POLICE DEPARTMENT
- ☐ DEVELOPMENT SERVICES
- ☒ FIRE DEPARTMENT

APPLICANT'S NAME: RICHARD STARK

BUSINESS NAME: NEW YORK PIZZA DEPARTMENT

ADDRESS: 1619 NORTH DYSART ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS:

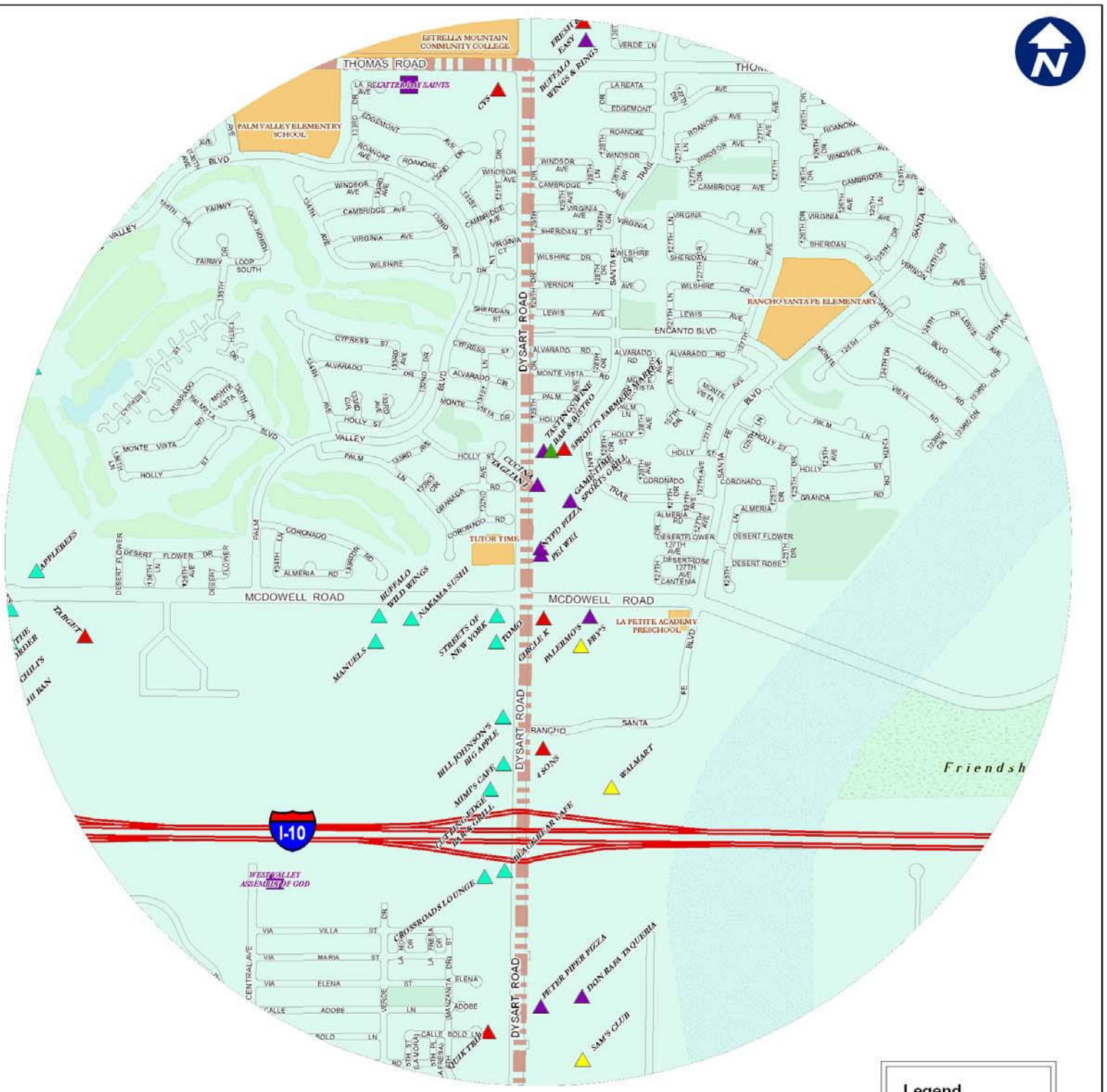
☒ APPROVED
☐ DENIED

Jane Y. Stang
SIGNATURE

10/22/08
DATE

Assistant Fire Marshal
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 3, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 14, 2008



Legend

PLACES OF WORSHIP

- CHURCH

Liquor License

- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 16
- SCHOOLS

New York Pizza Dept.
1619 N Dysart Rd
1 Mile Buffer

0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

Avondale GIS Division of Water Resources

NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: SEPTEMBER 30, 2008
A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, NOVEMBER 3, 2008
AT 7:00 PM.
(HEARING DATES SUBJECT TO CHANGE. TO VERIFY CALL: 623-333-1200
SERIES 16: RESTAURANT LICENSE TO SELL ALL SPIRITUOUS LIQUORS
THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER, TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9759
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.
ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

103
ZIEGLER'S
NEW YORK PIZZA DEPT.
"Best Slice"
-East Valley Tribune

DEVELOPMENT SERVICES

SUBJECT:
Final Plat - Coronado Professional Plaza Condominium Final Plat Amendment FP-08-6

MEETING DATE:
November 3, 2008

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623)333-4011

THROUGH: Charlie McClendon, City Manager

REQUEST: Final Plat Amendment for Coronado Professional Plaza Condominiums

PARCEL SIZE: 9 Acres

LOCATION: Southwest corner of Dysart Road and Osborn Road

APPLICANT: Dale Mattingly, DEI Professional Services

OWNER: Dysart Osborn, LLC

BACKGROUND:

The subject property is located within the Palm Valley PAD which was approved in 1994. The PAD includes areas for both residential and commercial development. The southwest corner of Dysart Road and Osborn Road allows C-1 (Neighborhood Commercial) uses.

The site plan was approved on May 15, 2006, by City Council. The site plan includes eight one-story office buildings, each approximately 5,700 square feet in size.

On November 19, 2007, the City Council approved the Condominium Final Plat for Coronado Professional Plaza.

SUMMARY OF REQUEST:

The applicant requests to change the demising walls within buildings A through H. There will be no exterior changes to any of the buildings. See Exhibit G to view the approved and proposed changes.

PARTICIPATION:

Public notifications and public hearings are not required for final plats.

PLANNING COMMISSION ACTION:

The Planning Commission does not review final plats.

ANALYSIS:

1. The proposed final plat amendment is consistent with the General Plan and the PAD zoning for Coronado Professional Plaza.
2. The proposed amendment is consistent with the approved site plan for Coronado Professional Plaza.
3. The proposed amendment is in conformance with the City of Avondale Subdivision Regulations.

RECOMMENDATION:

Staff recommends that City Council APPROVE the proposed final plat amendment subject to the following stipulations:

1. The recorded plat shall be in conformance with the condominum plat date stamped November 3, 2008.
2. The Unit Owners Association shall maintain all common open space and right-of-way landscaped areas, including the 50' public trail easement at the west end of the site.

PROPOSED MOTION:

I move that the City Council APPROVE application FP-08-6, the final plat amendment for Coronado Professional Plaza Condominiums subject to the two staff recommended stipulations.

ATTACHMENTS:

Click to download

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Map
- Exhibit C - Summary of Facts
- Exhibit D - Approved Site Plan
- Exhibit E - Approved Plat
- Exhibit F - Proposed Plat
- Exhibit G - Square Footage Matrix

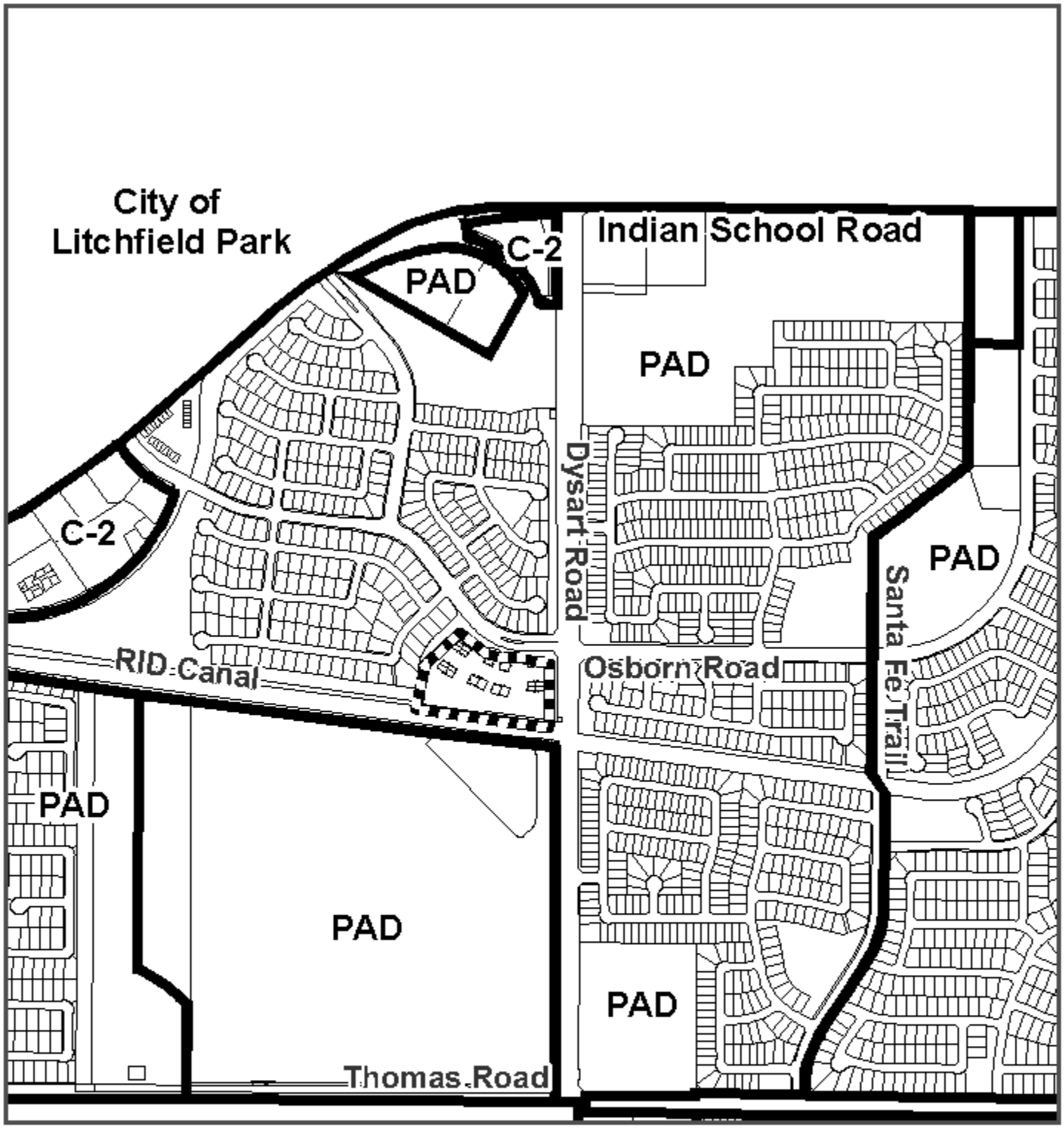
FULL SIZE COPIES (Council Only):

4

PROJECT MANAGER:

Jennifer Fostino, Zoning Specialist

Exhibit A

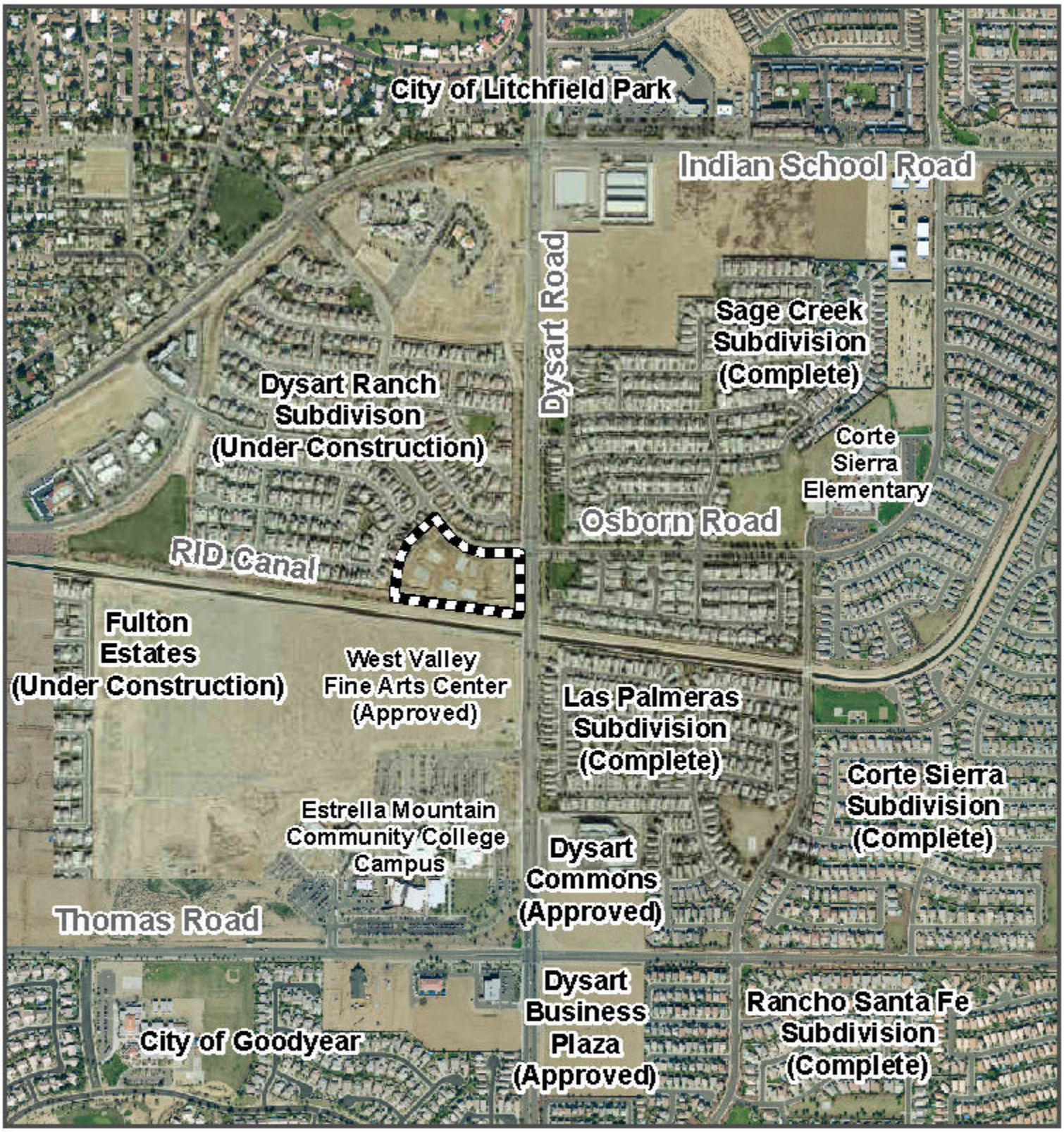


Zoning Vicinity Map
FP-08-6

Avondale

Subject Property

Exhibit B



Aerial Photo 2008
FP-08-6

Avondale

Subject Property

N

Exhibit C

SUMMARY OF RELATED FACTS
APPLICATION FP-08-6

THE PROPERTY	
PARCEL SIZE	9.00 Acres
LOCATION	Southwest corner of Dysart and Osborn Roads
PHYSICAL CHARACTERISTICS	The site is relatively flat; a 110' wide drainage easement channel runs through the east and south sides of the property
EXISTING LAND USE	8 existing buildings
EXISTING ZONING	PAD (Palm Valley Planned Area Development)
ZONING HISTORY	The site was zoned PAD in 1994.
DEVELOPMENT AGREEMENT	The City and SunCor Development entered into a development agreement in 1993. The development agreement was amended in 1997, 1998, and 2002. The third amendment to the development agreement specified C-1 (Neighborhood Commercial) uses for the subject property. There are no outstanding issues.

SURROUNDING ZONING AND LAND USE	
NORTH	Single-family residential, zoned PAD (Dysart Ranch)
EAST	Single-family residential, zoned PAD (Sage Creek)
SOUTH	Institutional, zoned PAD (Estrella Mountain Community College)
WEST	Single-family residential, zoned PAD (Dysart Ranch)

GENERAL PLAN
The subject property is designated as Public Facilities on the General Plan Land Use Map and North Avondale Specific Plan.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Litchfield Elementary and Agua Fria Union High School
ELEMENTARY SCHOOL	Corte Sierra Elementary School
HIGH SCHOOL	Agua Fria High School

STREETS	
Dysart Road	
Classification	Major Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	2 traffic lanes, ½ center turn lane, and streetlights.
Standard half street improvements	3 traffic lanes, ½ center turn lane with median, curb, gutter, sidewalk, landscaping, bike lane, and street lights.
Osborn Road	
Classification	Collector
Existing half street ROW	40 feet at Dysart, 30 feet at 131st
Standard half street ROW	40 feet, 30 feet at 131st
Existing half street improvements	2 traffic lanes and ½ center turn lane, curb, gutter, sidewalk, bike lane, street lights
Standard half street improvements	2 traffic lanes, ½ center turn lane, curb, gutter, sidewalk, landscaping, bike lane, street lights.

Utilities
There are 12” waterlines in Dysart Road and Osborn Road. There is an existing 15” sewer line in Dysart Road and a 12” sewer line in Thomas Road.

EXHIBIT D

PROJECT DESCRIPTION

PROJECT: THIS PROJECT IS BEING SUBMITTED FOR COMMERCIAL BUILDING PERMIT. THESE (8) NEW GROUND-UP BUILDINGS ARE SUBMITTED AS GRAY SHELL BUILDINGS UNDER THIS PERMIT. EACH FUTURE PROPERTY OWNER WILL SUBMIT DRAWINGS FOR A TENANT IMPROVEMENT BUILDOUT PERMIT PER CITY OF AVONDALE REQUIREMENTS AND CODES.

PROJECT DATA

PROJECT NAME: CORONADO PROFESSIONAL OFFICES

SCOPE: (8) NEW BUILDINGS, GROUND-UP COMMERCIAL BUILDING, GRAY SHELL (FUTURE T.I. UNDER SEPERATE PERMIT.)

ZONING EXISTING: PAD, C-1

NET AREA: 922,056.17 SF. (7 A.C.)
GROSS AREA: 399,895.88 SF (9 A.C.)

LOT COVERAGE PROPOSED:

BUILDING 1:	5,668 S.F.
BUILDING 2:	5,668 S.F.
BUILDING 3:	5,668 S.F.
BUILDING 4:	5,668 S.F.
BUILDING 5:	5,668 S.F.
BUILDING 6:	5,668 S.F.
BUILDING 7:	5,668 S.F.
BUILDING 8:	5,668 S.F.
COVERED PARKING:	5,641 S.F.
TOTAL COVERAGE:	47,383 S.F.

54,998SF/922,139.17SF = .18 X 100 =
PERCENTAGE: 18%

BUILDING HEIGHT ALLOWED: 30 FEET
BUILDING HEIGHT PROVIDED: 24 FEET
PROJECT ADDRESS: (TO BE ASSIGNED LATER)

PARKING:
REQUIRED: 45,644 S.F. (100%MEDICAL/200 = 227
STANDARD SPACES PROVIDED: 180 SPACES
COVERED SPACES PROVIDED: 53 SPACES
ACCESSIBLE PROVIDED: 8 SPACES
TOTAL SPACES PROVIDED: 241 SPACES

PAVING AREA: 93,663 SF.
93,663 SF/922,056.17 SF = .09 X 100 = 09%

LANDSCAPING PROVIDED:
REQUIRED: 30,518 SF (30% OF SITE AREA)
PROVIDED: 159,300 SF
159,300/399,895SF = .52 X 100 = 52%

CODES:
CITY OF AVONDALE ZONING ORDINANCE
2003 INTERNATIONAL BUILDING CODE
2003 INTERNATIONAL FIRE CODE NFPA
2003 INTERNATIONAL MECHANICAL CODE
2002 NATIONAL ELECTRICAL CODE
1994 NATIONAL PLUMBING CODE
1994 UNIFORM MECHANICAL CODE
AMERICANS WITH DISABILITIES ACT

CONSTRUCTION TYPE: V-B (MAIN BUILDING)
V-A (CAR CANOPIES)

OCCUPANCY TYPE: B (OFFICES)
U (CAR CANOPIES)

OCCUPANT LOAD: BUILDING TYPE A: 80 PEOPLE
BUILDING TYPE B: 80 PEOPLE
TOTAL OCCUPANT LOAD: 160 PEOPLE

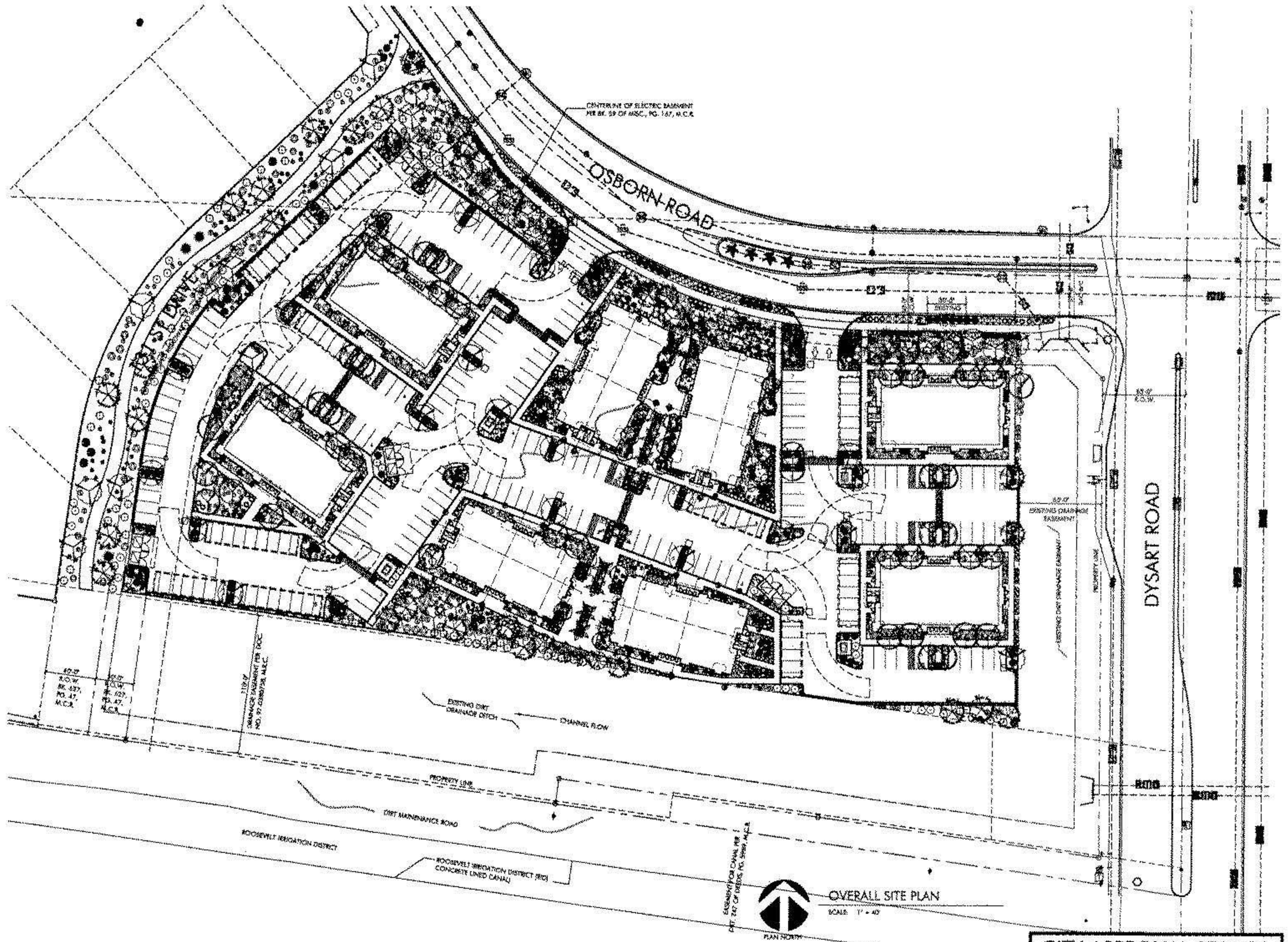
DIRECTORY

DEVELOPER: SPH COMMERCIAL, LLP
18105 EAST MA LINDA
SUITE 102-195
480.219.2948 PHONE
480.219.2948 FAX
CONTACT: PHILIP GIBB, BRENDAN LINDY

ARCHITECT: PETERSON ARCHITECTURE AND ASSOCIATES, LLC
9420 E. DOUBLETREE RANCH RD SUITE C-102
SCOTTSDALE, AZ 85258
480.477.1111 PHONE
480.451.2576 FAX
CONTACT: ERIK PETERSON, ARACELI M FRALEITO

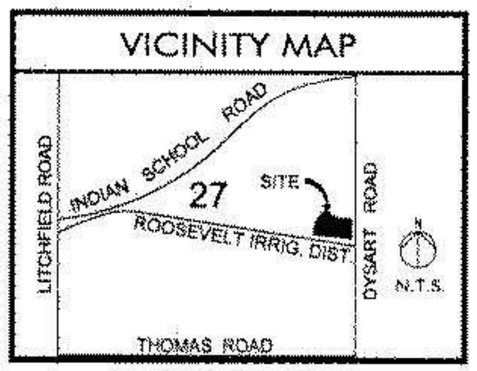
CIVIL: DBI PROFESSIONAL SERVICES
5226 N. 24TH STREET, SUITE 200
PHOENIX, AZ 85016
602.954.5038 PHONE
602.944.8305 FAX
CONTACT: PETER VESECKY, P.E., GARY PENNINGTON

LANDSCAPE: NEILL/VECCHIA & ASSOCIATES, INC.
3295 N. DRINKWATER BLVD., # 11
SCOTTSDALE, AZ 85251
480.949.7127 PHONE
480.949.7655
CONTACT: PAUL VECCHIA, RONALD J.O. ZANON



OVERALL SITE PLAN
SCALE: 1" = 40'

VICINITY MAP



CITY APPROVAL STAMPS

PETERSON ARCHITECTURE & ASSOCIATES, LLC
9420 E. Doubletree Ranch Road
Suite C-102
Scottsdale, AZ 85258
T 480.477.1111
F 480.451.2576
www.Peterson-Architecture.com

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CORONADO PROFESSIONAL OFFICES

DYSART RD & OSBORN
AVONDALE, AZ

DR-05-40 AND CU-05-10

NOT FOR CONSTRUCTION

DATE:	MARCH 10, 2006
SCALE:	AS NOTED
ARCHITECT:	PAW & PETERSON, AIA
PROJ. NO.:	0504
DRAWN BY:	
CHECKED BY:	

OVERALL SITEPLAN

A0.50

EXHIBIT E

FINAL CONDOMINIUM PLAT FOR
CORONADO PROFESSIONAL PLAZA

LOCATED IN THE EAST HALF OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

DYSART OSBORN, LLC, AS OWNER, HAS SUBDIVIDED FOR CONDOMINIUM USE UNDER THE NAME OF "CORONADO PROFESSIONAL PLAZA", A PORTION OF THE EAST HALF OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS "CORONADO PROFESSIONAL PLAZA" AND HEREBY DECLARES THAT SAID CONDOMINIUM PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE BUILDINGS, UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS CONSTITUTING SAME AND THAT EACH BUILDING, UNIT, COMMON ELEMENT, LIMITED COMMON ELEMENT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. DYSART OSBORN, LLC, AS OWNER, HEREBY DECLARES AND DEDICATES THE EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES TO THE CITY OF AVONDALE. THE MAINTENANCE OF THE LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF CORONADO PROFESSIONAL PLAZA UNIT OWNERS ASSOCIATION.

IN WITNESS WHEREOF, DYSART OSBORN, LLC, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ....

.... ITS MANAGER THEREUNTO DULY AUTHORIZED THIS .... DAY

OF 2007

BY ....
ITS MANAGER

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S
COUNTY OF MARICOPA)

ON THIS ...... DAY OF ...., 2007, BEFORE ME THE UNDERSIGNED, PERSONALLY APPEARED .... WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL

....
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES

.... 20 ......

APPROVALS

THIS IS TO CERTIFY THAT IN MY OPINION ALL UNITS AND COMMON ELEMENTS SHOWN UPON THIS PLAT CONFORM TO GOOD LAND PLANNING POLICIES AND ARE SUITABLE FOR THE PURPOSE FOR WHICH THEY ARE PLATTED

BY .... DATE ....
PLANNING DIRECTOR

THIS IS TO CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE CITY CODE HAVE BEEN COMPLIED WITH AND THAT THIS CONDOMINIUM IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576, ARIZONA REVISED STATUTES

A .... DATE ....
CITY ENGINEER

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA,

THIS .... DAY OF ...., 20......

.... DATE
MAYOR

.... DATE
CITY CLERK

.... DATE
CITY ENGINEER

DEVELOPER/OWNER

DYSART OSBORN, LLC.
7323 E. SHOEMAN LANE
SCOTTSDALE, AZ 85251
480-994-0200

SITE ADDRESS

3400 N. DYSART ROAD
AVONDALE, ARIZONA 85323

ENGINEER/SURVEYOR

DEI PROFESSIONAL SERVICES
6225 N 24TH ST, STE 200
PHOENIX, ARIZONA 85016
(602) 954-0038

ZONING

THIS SITE IS CURRENTLY ZONED AS C-1, PAD WITH USES PERMISSABLE PER ZONING ORDINANCE RESTRICTIONS

100 YEAR ASSURED WATER SUPPLY

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

NOTES

1. ALL LANDSCAPING WITHIN THE COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY CORONADO PROFESSIONAL PLAZA OWNERS ASSOCIATION.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL UTILITIES SHALL BE PLACED UNDERGROUND.
4. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
7. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.
8. THIS CONDOMINIUM MAP IS BASED ON ARCHITECTURAL DRAWINGS NOT YET APPROVED. THIS DEVELOPMENT IS PROPOSED, NO CONSTRUCTION OF ANY KIND IS IN PLACE. THE SURVEYOR HAS NOT MEASURED NOR LOCATED THE BUILDINGS, UNITS, PARKING OR ELEVATIONS. THE INTENT OF THIS PLAT IS TO SHOW BUILDING AIRSPACE DEFINITIONS AND LOCATIONS AS DESIGNED. THE FINAL LOCATION OF BUILDINGS AS CONSTRUCTED WILL PREVAIL.
9. THE LOCATION OF COMMON ELEMENTS (C.E.) WITHIN SUBJECT PARCEL IS DEFINED AS ANY AREA NOT LOCATED WITHIN THE BUILDING UNITS DEFINED ON THIS PLAT, AND NOT LOCATED WITHIN THE LIMITED COMMON ELEMENTS (L.C.E.) DEFINED ON THIS PLAT.

LIEN HOLDER RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED AS BENEFICIARY OF .... PER THAT CERTAIN DEED OF TRUST RECORDED IN .... RECORDS OF MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA HEREBY RATIFIES, AFFIRMS, AND APPROVES THIS PLAT, THE DECLARATION OF RESTRICTIONS RECORDED CONCURRENTLY HEREWITH, AND EACH AND EVERY DEDICATION CONTAINED HEREIN. IN WHITENESS WHEREOF, THE UNDERSIGNED HAVE SIGNED THEIR NAMES THIS .... DAY OF ...., 2007

....

BY ....

ITS ....

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S
COUNTY OF MARICOPA)

ON THIS ...... DAY OF ...., 2007, BEFORE ME THE UNDERSIGNED PERSONALLY APPEARED .... WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

....
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES

.... 20 ......

UNIT OWNERS ASSOCIATION RATIFICATION

RATIFICATION

BY THIS RATIFICATION ....
(PRINTED NAME)

DULY ELECTED ....
(PRINTED TITLE)

OF CORONADO PROFESSIONAL PLAZA UNIT OWNERS ASSOCIATION

ACKNOWLEDGES RESPONSIBILITIES DEDICATED HEREON.

....
SIGNATURE DATE

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S
COUNTY OF MARICOPA)

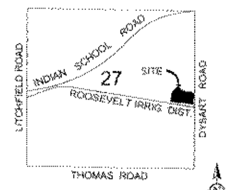
ON THIS ...... DAY OF ...., 2007, BEFORE ME THE UNDERSIGNED, PERSONALLY APPEARED .... WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

....
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES

.... 20 ......



VICINITY MAP
NTS

BENCHMARK

CITY OF AVONDALE BRASS CAP IN A HANDHOLE MARKING THE SOUTHEAST CORNER OF SECTION 27, T2N, R1W.
ELEVATION=1010.30 (NGVD 1929 DATUM) CITY OF AVONDALE DATA AT THE TIME OF THE SURVEY ON SEPTEMBER 21, 2005

BASIS OF BEARING

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 27 WHICH BEARS SOUTH 00°15'22" WEST BETWEEN THE EAST 1/4 CORNER OF SECTION 27, BEING A MCDOT BRASS CAP IN A HANDHOLE, AND THE SOUTHEAST CORNER OF SECTION 27, BEING A CITY OF AVONDALE BRASS CAP IN A HANDHOLE.

LEGAL DESCRIPTION PER RECORD DOCUMENT NO. 2007-0492183
APN 501-71-933-S

A PORTION OF THE EAST HALF OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 27;

THENCE SOUTH 00 DEGREES 12 MINUTES 42 SECONDS WEST AND ALONG THE EAST LINE OF SAID SECTION 27, A DISTANCE OF 79.65 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 18 SECONDS WEST A DISTANCE OF 65.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DYSART ROAD AND THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL;

THENCE SOUTH 00 DEGREES 12 MINUTES 42 SECONDS WEST AND ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 376.71 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE ROOSEVELT IRRIGATION DISTRICT CANAL;

THENCE NORTH 82 DEGREES 05 MINUTES 43 SECONDS WEST AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 224.11 FEET;

THENCE NORTH 81 DEGREES 57 MINUTES 55 SECONDS WEST AND CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 207.21 FEET;

THENCE SOUTH 08 DEGREES 02 MINUTES 05 SECONDS WEST AND CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET;

THENCE NORTH 81 DEGREES 57 MINUTES 55 SECONDS WEST AND CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 345.00 FEET;

THENCE NORTH 08 DEGREES 02 MINUTES 05 SECONDS EAST, A DISTANCE OF 224.07 FEET TO A POINT OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 220.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38 DEGREES 25 MINUTES 41 SECONDS, AN ARC LENGTH OF 147.55 FEET;

THENCE NORTH 46 DEGREES 27 MINUTES 46 SECONDS EAST A DISTANCE OF 187.93 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 34 SECONDS EAST A DISTANCE OF 26.90 FEET TO A POINT OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 445.78 FEET AND WHOSE CENTER BEARS NORTH 50 DEGREES 39 MINUTES 18 SECONDS EAST FROM THE LAST DESCRIBED POINT;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26 DEGREES 57 MINUTES 09 SECONDS, AN ARC LENGTH OF 209.69 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 450.00 FEET AND WHOSE CENTER BEARS NORTH 21 DEGREES 52 MINUTES 26 SECONDS EAST FROM THE LAST DESCRIBED POINT;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21 DEGREES 21 MINUTES 16 SECONDS, AN ARC LENGTH OF 167.72 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS EAST A DISTANCE OF 153.27 FEET;

THENCE SOUTH 44 DEGREES 38 MINUTES 03 SECONDS EAST A DISTANCE OF 42.54 FEET TO THE **TRUE POINT OF BEGINNING.**

TOGETHER WITH THAT PORTION OF 131ST DRIVE AS WOULD PASS BY LAW, ABANDONED BY RESOLUTION OF THE CITY OF AVONDALE RECORDED IN DOCUMENT NO. 2006-998024

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL, 2007; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THE POSITIONS ARE CORRECTLY SHOWN AND THE SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

.... 9-25-07
DALE A. MATTINGLY R.L.S. #36888 DATE

REGISTERED LAND SURVEYOR #36888
6225 N 24TH ST. SUITE 200
PHOENIX, ARIZONA 85016

FP 07-3

DEI Professional Services, LLC
1982 - 2007
25 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

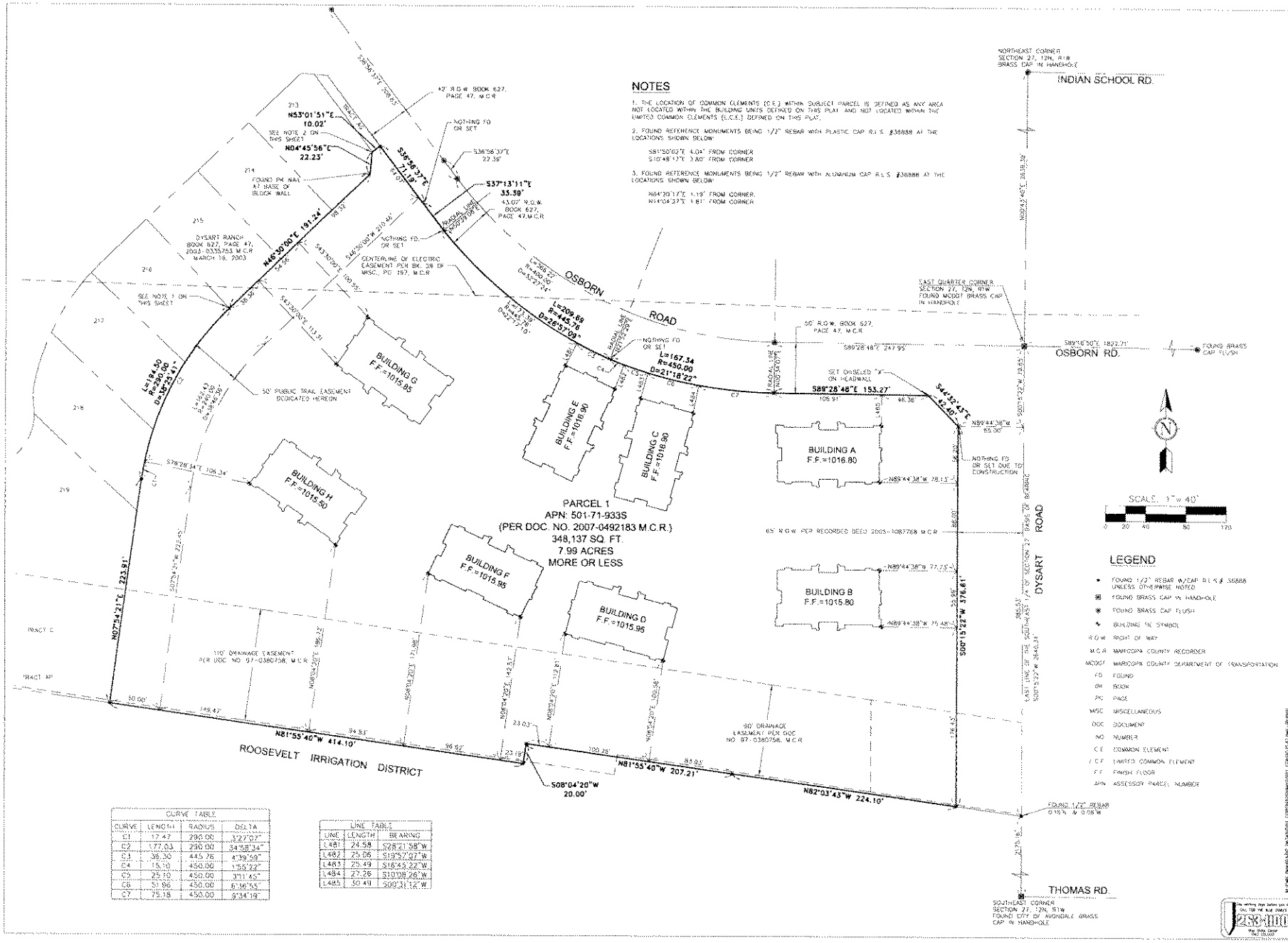
FINAL CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA
AVONDALE, ARIZONA

REVISIONS
REVISED PER CLIENT COMMENTS 8-30-07
REVISED PER CITY COMMENTS 8-16-07

DATE	4/6/07
PROJ NO	07361
DESIGN	
DRAWN	JJ
CHECK	DAM
SCALE	N.T.S.
DWG FILE	88851.673

FINAL CONDOMINIUM PLAT

1 of 8



NOTES

1. THE LOCATION OF COMMON ELEMENTS (C.E.) WITHIN SUBJECT PARCEL IS DEFINED AS ANY AREA NOT LOCATED WITHIN THE BUILDING UNITS DEFINED ON THIS PLAT AND NOT LOCATED WITHIN THE LIMITED COMMON ELEMENTS (L.C.E.) DEFINED ON THIS PLAT.

2. FOUND REFERENCE MONUMENTS BEING 1/2" REBAR WITH PLASTIC CAP R.L.S. #36888 AT THE LOCATIONS SHOWN BELOW:

S81°50'02"E 4.04' FROM CORNER
S10°48'17"E 3.80' FROM CORNER

3. FOUND REFERENCE MONUMENTS BEING 1/2" REBAR WITH ALUMINUM CAP R.L.S. #36888 AT THE LOCATIONS SHOWN BELOW:

N64°20'17"E 1.19' FROM CORNER,
N14°04'27"E 1.81' FROM CORNER

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	17.47	290.00	3°27'07"
C2	177.03	290.00	34°58'34"
C3	36.30	445.78	4°39'58"
C4	15.10	450.00	1°55'22"
C5	25.19	450.00	3°11'45"
C6	51.96	450.00	6°36'55"
C7	75.18	450.00	9°34'19"

LINE TABLE		
LINE	LENGTH	BEARING
L481	24.58	S28°21'58"W
L482	25.06	S19°57'27"W
L483	25.49	S16°43'22"W
L484	27.26	S10°08'28"W
L485	30.49	S00°31'12"W

DEI Professional Services, LLC

1982-2007 25 YEARS OF EXCELLENCE DEI Professional Services, L.L.C.

FINAL CONDOMINIUM PLAT OF CORONADO PROFESSIONAL PLAZA AVONDALE, ARIZONA

REVISIONS
REVISED PER CITY COMMENTS 6.25.07
REVISED PER CITY COMMENTS 9.16.07

DATE 4/9/07
PROJ. NO 07081
DESIGN
DRAWN JN
CHECK DHM
SCALE 1"=40'
CAD FILE 8X8.DWT

FINAL CONDOMINIUM PLAT

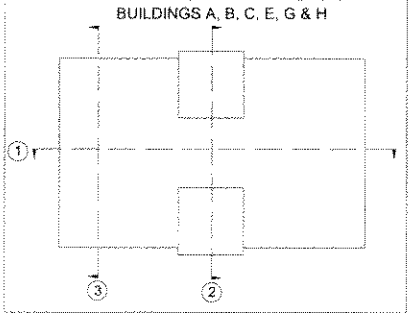
NOTE

1. THE VERTICAL DIMENSION OF THE LIMITED COMMON ELEMENTS (L.C.E.) SHOWN ON THIS SHEET VARIES.

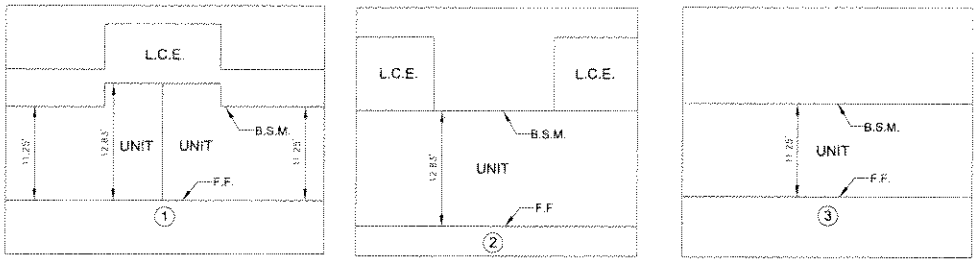
LEGEND

L.C.E. LIMITED COMMON ELEMENT
F.F. FINISH FLOOR
B.S.M. BOTTOM OF STRUCTURAL MEMBER

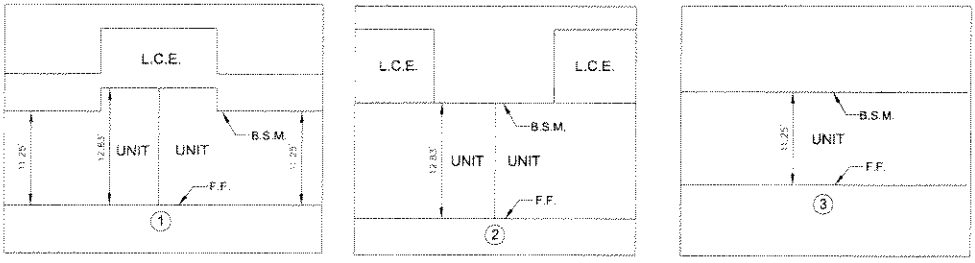
TYPICAL SECTION DETAIL FOR BUILDINGS A, B, C, E, G & H



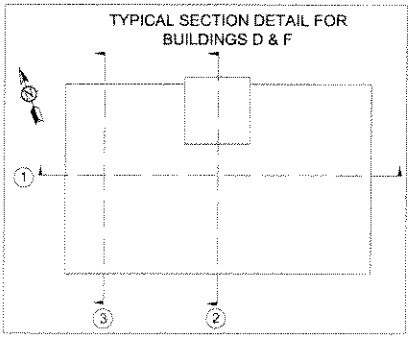
TYPICAL VERTICAL DETAILS FOR BUILDINGS A, C & E



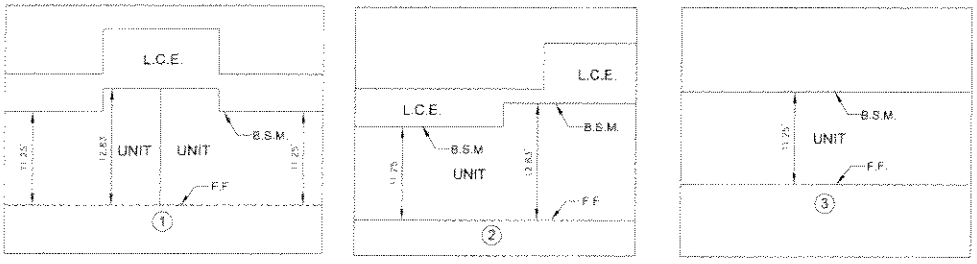
TYPICAL VERTICAL DETAILS FOR BUILDINGS B, G & H



TYPICAL SECTION DETAIL FOR BUILDINGS D & F



TYPICAL VERTICAL DETAILS FOR BUILDINGS D & F



M:\Proj_Dwg\08-LDD_CITY\07051_CORONADO\dwg\07051_FINAL PLAT.dwg - 08/28/07

REVISIONS	
1	REVISED PER CLIENT COMMENTS 6-30-07
2	REVISED PER CITY COMMENTS 8-16-07

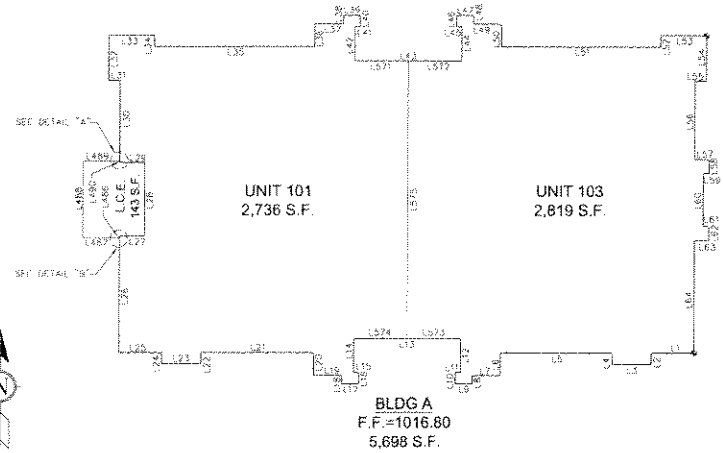
FINAL CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA
AVONDALE, ARIZONA

FINAL CONDOMINIUM PLAT

3 of 8

25 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

DEI

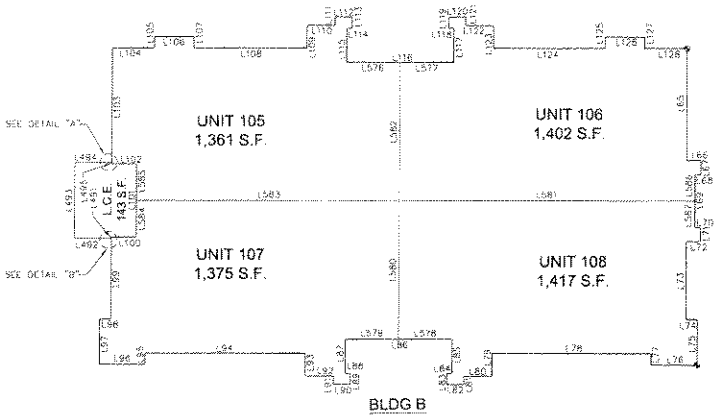


SCALE: 1" = 10'

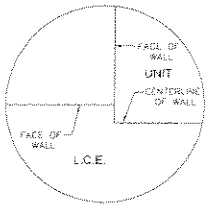
0 5 10 20 30

LEGEND

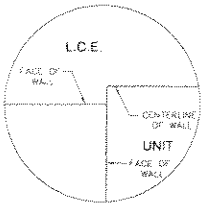
L.C.E.	LIMITED COMMON ELEMENT
F.F.	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
	BUILDING ID SYMBOL



DETAIL "A"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



DETAIL "B"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



BUILDING C LINE TABLE

LINE	LENGTH	BEARING
L1	7.42	N90°00'00"W
L2	2.00	S00°00'00"E
L3	6.83	N90°00'00"W
L4	2.00	N00°00'00"E
L5	19.75	N90°00'00"W
L6	4.00	S00°00'00"E
L7	5.00	N90°00'00"W
L8	1.50	S00°00'00"E
L9	3.00	S90°00'00"W
L10	2.00	N00°00'00"E
L11	0.92	N90°00'00"E
L12	6.00	N00°00'00"E
L13	19.00	N90°00'00"W
L14	6.00	S00°00'00"E
L15	0.92	N90°00'00"E
L16	2.00	S00°00'00"E
L17	3.00	N90°00'00"W
L18	1.50	N00°00'00"E
L19	5.00	N90°00'00"W
L20	4.00	N00°00'00"E
L21	19.75	N90°00'00"W
L22	2.00	S00°00'00"E
L23	6.83	N90°00'00"W
L24	2.00	N00°00'00"E
L25	7.47	N90°00'00"W
L26	20.53	N89°00'00"E
L27	4.33	N90°00'00"E
L28	12.97	N00°00'00"W
L29	4.33	S90°00'00"W
L30	14.50	N00°00'00"W
L31	2.00	N90°00'00"W
L32	8.00	N00°00'00"W
L33	8.00	S90°00'00"E
L34	2.00	S00°00'00"E
L35	28.00	N90°00'00"E
L36	4.00	N00°00'00"E
L37	5.00	N90°00'00"E
L38	1.50	N00°00'00"E
L39	3.00	S90°00'00"E
L40	2.00	S00°00'00"E
L41	0.92	N90°00'00"W
L42	6.00	S00°00'00"E
L43	19.00	N90°00'00"E
L44	6.00	N00°00'00"E
L45	0.92	S90°00'00"W
L46	2.00	N00°00'00"E
L47	3.00	N90°00'00"E
L48	1.50	S00°00'00"E
L49	5.00	N90°00'00"E
L50	4.00	S00°00'00"E
L51	28.00	N90°00'00"E
L52	2.00	N00°00'00"E
L53	8.00	S90°00'00"E
L54	8.00	S00°00'00"E
L55	2.00	N90°00'00"W
L56	13.83	S00°00'00"E
L57	2.50	S90°00'00"E
L58	2.50	S00°00'00"W
L59	1.00	S90°00'00"W
L60	9.33	S00°00'00"E
L61	1.00	N90°00'00"E
L62	2.50	S00°00'00"E
L63	2.50	N90°00'00"W
L64	19.83	S00°00'00"E
L486	0.25	S89°58'00"E
L487	6.42	S90°00'00"W
L488	13.50	N00°00'00"E
L489	6.42	N90°00'00"E
L490	0.25	S00°00'00"E
L571	9.50	N90°00'00"E
L572	9.50	N90°00'00"E
L573	9.50	N89°58'00"W
L574	9.50	S90°00'00"W
L575	49.00	N90°00'00"E

BUILDING H LINE TABLE

LINE	LENGTH	BEARING
L65	19.83	S00°00'00"E
L66	2.50	N90°00'00"E
L67	2.50	S00°00'00"E
L68	1.00	S90°00'00"W
L69	9.33	S00°00'00"E
L70	1.00	S90°00'00"E
L71	2.50	S00°00'00"E
L72	2.50	S90°00'00"W
L73	13.83	S00°00'00"E
L74	2.00	N90°00'00"E
L75	8.00	S00°00'00"E
L76	8.00	N90°00'00"W
L77	2.00	N00°00'00"E
L78	28.00	N90°00'00"W
L79	4.00	S00°00'00"E
L80	5.00	N90°00'00"W
L81	1.50	S00°00'00"E
L82	3.00	N90°00'00"W
L83	2.00	N00°00'00"E
L84	0.92	N90°00'00"E
L85	6.00	N00°00'00"E
L86	19.00	N90°00'00"W
L87	6.00	S00°00'00"E
L88	0.92	N90°00'00"E
L89	2.00	S00°00'00"E
L90	3.00	N90°00'00"W
L91	1.50	N00°00'00"E
L92	5.00	N90°00'00"W
L93	4.00	N00°00'00"E
L94	28.00	N90°00'00"W
L95	2.00	S00°00'00"E
L96	8.00	S90°00'00"W
L97	8.00	N00°00'00"E
L98	2.00	S90°00'00"E
L99	14.50	N00°00'00"E
L100	4.33	N90°00'00"E
L101	12.97	N00°00'00"E
L102	4.33	N90°00'00"W
L103	20.53	N00°00'00"E
L104	7.42	N90°00'00"E
L105	2.00	N00°00'00"E
L106	6.83	N90°00'00"E
L107	2.00	S00°00'00"E
L108	19.75	N90°00'00"E
L109	4.00	N00°00'00"E
L110	5.00	N90°00'00"E
L111	1.50	N00°00'00"E
L112	3.00	N90°00'00"E
L113	2.00	S00°00'00"E
L114	0.92	N90°00'00"W
L115	6.00	S00°00'00"E
L116	19.00	N90°00'00"W
L117	6.00	N00°00'00"E
L118	0.92	N90°00'00"W
L119	2.00	N00°00'00"E
L120	3.00	N90°00'00"E
L121	1.50	S00°00'00"E
L122	5.00	N90°00'00"E
L123	4.00	S00°00'00"E
L124	19.75	N90°00'00"E
L125	2.00	N00°00'00"E
L126	6.83	N90°00'00"E
L127	2.00	S00°00'00"E
L128	7.42	N90°00'00"E
L491	0.25	S00°00'00"E
L492	6.42	N90°00'00"W
L493	13.50	N00°00'00"E
L494	6.42	N90°00'00"E
L495	0.28	S00°00'00"E
L576	9.50	N89°58'50"E
L577	9.50	S89°58'50"E
L578	9.50	S89°58'50"W
L579	9.50	N89°58'50"W
L580	24.50	N00°00'00"E
L581	52.08	N90°00'00"E
L582	24.50	N00°00'00"E
L583	46.25	S90°00'00"W
L584	6.50	N00°00'00"E
L585	6.47	N00°00'00"E
L586	4.67	S00°00'00"E
L587	4.67	S00°00'00"E

REVISIONS	
A	REVISED PER CLIENT COMMENTS 5-30-07
B	REVISED PER CITY COMMENTS 8-18-07

FINAL CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA
AVONDALE, ARIZONA

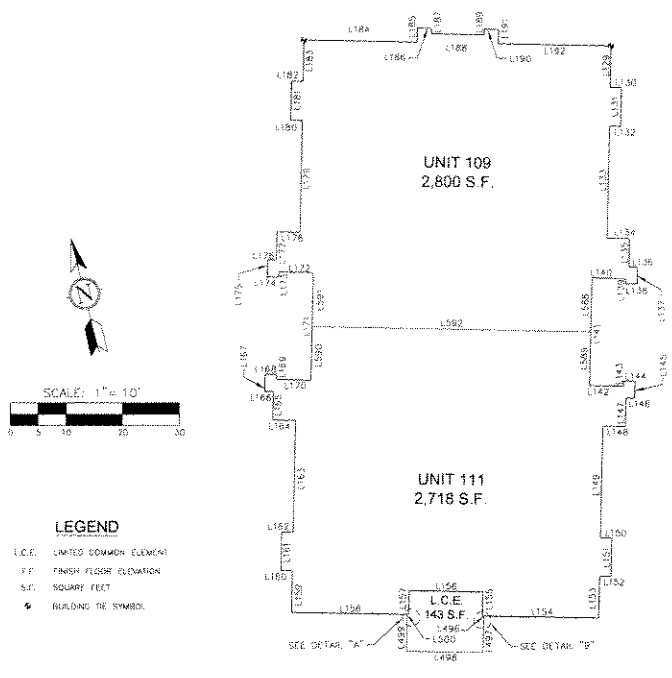
FINAL CONDOMINIUM PLAT

4 of 8

DATE: 5-30-07
PROJ. NO.: 07083
DESIGN:
DRAWN:
CHECK:
SCALE: 1"=10'
DWG. NO.: 7-1-05
CREATE: 5-30-07
SHEET: 1 OF 1

25 YEARS OF EXCELLENCE
DEI Professional Services, LLC

Development Engineering, Inc.
1135 E. Cedar St.
Prescott, AZ 86305
928-445-3225



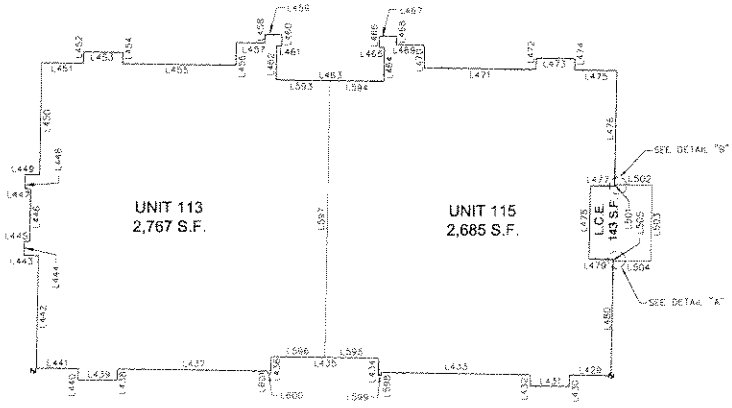
BLDG C
F.F.=1016.90
5,661 S.F.

SCALE: 1" = 10'

0 5 10 20 30

LEGEND

L.C.E.	LIMITED COMMON ELEMENT
F.F.	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
	BUILDING TIE SYMBOL

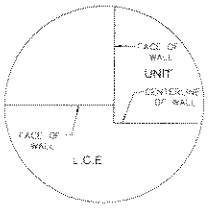


BLDG D
F.F.=1015.95
5,595 S.F.

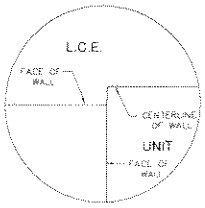
BUILDING C LINE TABLE		
LINE	LENGTH	BEARING
L129	7.33	S15°17'02"W
L130	2.00	S74°42'58"E
L131	6.83	S15°17'02"W
L132	2.00	N74°42'58"W
L133	19.75	S15°17'02"W
L134	4.00	S74°42'58"E
L135	5.00	S15°17'02"W
L136	1.50	S74°42'58"E
L137	3.00	S15°17'02"W
L138	2.00	N74°42'58"W
L139	0.92	N15°17'02"E
L140	6.00	N74°42'58"W
L141	19.00	S15°17'02"W
L142	6.00	S74°42'58"E
L143	0.92	N15°17'02"E
L144	2.00	S74°42'58"E
L145	3.00	S15°17'02"W
L146	1.50	N74°42'58"W
L147	5.00	S15°17'02"W
L148	4.00	N74°58'18"W
L149	19.75	S15°17'02"W
L150	2.00	S74°42'58"E
L151	6.83	S15°17'02"W
L152	2.00	N74°42'58"W
L153	7.33	S15°17'02"W
L154	20.50	N74°42'58"W
L155	4.25	N15°17'02"E
L156	13.00	N74°42'58"W
L157	4.25	S15°17'02"W
L158	20.50	N74°42'58"W
L159	7.33	N15°17'02"E
L160	2.00	N74°42'58"W
L161	6.83	N15°17'02"E
L162	2.00	S74°42'58"E
L163	19.75	N15°17'02"E
L164	4.00	N74°42'58"W
L165	5.00	N15°17'02"E
L166	1.50	N74°42'58"W
L167	3.00	N15°17'02"E
L168	2.00	S74°42'58"E
L169	0.92	S15°17'02"W
L170	6.00	S74°42'58"E
L171	19.00	N15°17'02"E
L172	6.00	N74°42'58"W
L173	0.92	S15°17'02"W
L174	2.00	N74°42'58"W
L175	3.00	N15°17'02"E
L176	1.50	S74°42'58"E
L177	5.00	N15°17'02"E
L178	4.00	S74°42'58"E
L179	19.75	N15°17'02"E
L180	2.00	N74°42'58"W
L181	6.83	N15°17'02"E
L182	2.00	S74°42'58"E
L183	7.33	N15°17'02"E
L184	19.83	S74°42'58"E
L185	2.50	N15°17'02"E
L186	2.50	S74°42'58"E
L187	1.00	S15°17'02"W
L188	9.33	S74°42'58"E
L189	1.00	N15°17'02"E
L190	2.50	S74°42'58"E
L191	2.50	S15°17'02"W
L192	19.83	S74°42'58"E
L496	0.25	S74°42'58"E
L497	6.50	S15°17'02"W
L498	13.00	N74°42'58"W
L499	6.50	N15°17'02"E
L500	0.25	S74°42'58"E
L590	9.50	N15°17'02"E
L591	9.50	N15°17'02"E
L592	49.00	S74°42'58"E

BUILDING F LINE TABLE		
LINE	LENGTH	BEARING
L429	7.33	N74°58'17"W
L430	2.00	S15°01'43"W
L431	6.83	N74°58'17"W
L432	2.00	N15°01'43"E
L433	26.33	N74°58'17"W
L434	2.50	N15°01'43"E
L435	19.00	N74°58'17"W
L436	3.00	S15°01'43"W
L437	26.33	N74°58'17"W
L438	2.00	S15°01'43"W
L439	6.83	N74°58'17"W
L440	2.00	N15°01'43"E
L441	7.33	N74°58'17"W
L442	19.83	N15°01'43"E
L443	2.50	N74°58'17"W
L444	2.50	N15°01'43"E
L445	1.00	S74°58'17"E
L446	9.33	N15°01'43"E
L447	1.00	N74°58'17"W
L448	2.50	N15°01'43"E
L449	2.50	S74°58'17"E
L450	19.83	N15°01'43"E
L451	7.33	S74°58'17"E
L452	2.00	N15°01'43"E
L453	6.83	S74°58'17"E
L454	2.00	S15°01'43"W
L455	19.75	S74°58'17"E
L456	4.00	N15°01'43"E
L457	5.00	S74°58'17"E
L458	1.50	N15°01'43"E
L459	3.00	S74°58'17"E
L460	2.00	S15°01'43"W
L461	0.92	N74°58'17"W
L462	6.00	S15°01'43"W
L463	19.00	S74°58'17"E
L464	6.00	N15°01'43"E
L465	0.92	N74°58'17"W
L466	2.00	N15°01'43"E
L467	3.00	S74°58'17"E
L468	1.50	S15°01'43"W
L469	3.00	S74°58'17"E
L470	4.00	S15°01'43"W
L471	19.75	S74°58'17"E
L472	2.00	N15°01'43"E
L473	6.83	S74°58'17"E
L474	2.00	S15°01'43"W
L475	7.33	S74°58'17"E
L476	20.50	S15°01'43"W
L477	4.25	N74°58'17"W
L478	13.00	S15°01'43"W
L479	4.25	S74°58'17"E
L480	20.50	S15°01'43"W
L501	0.25	N15°01'43"E
L502	6.50	S74°58'17"E
L503	13.50	S15°01'43"W
L504	6.50	N74°58'17"W
L505	0.25	N15°01'43"E
L593	9.50	S74°58'17"E
L594	9.50	S74°58'17"E
L595	9.50	N74°58'17"W
L596	9.50	N74°58'17"W
L597	49.00	N15°01'43"E
L598	0.50	S15°01'43"W
L599	0.50	N74°58'17"W
L600	0.50	N74°58'17"W
L601	0.50	N15°01'43"E

DETAIL "A"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



DETAIL "B"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



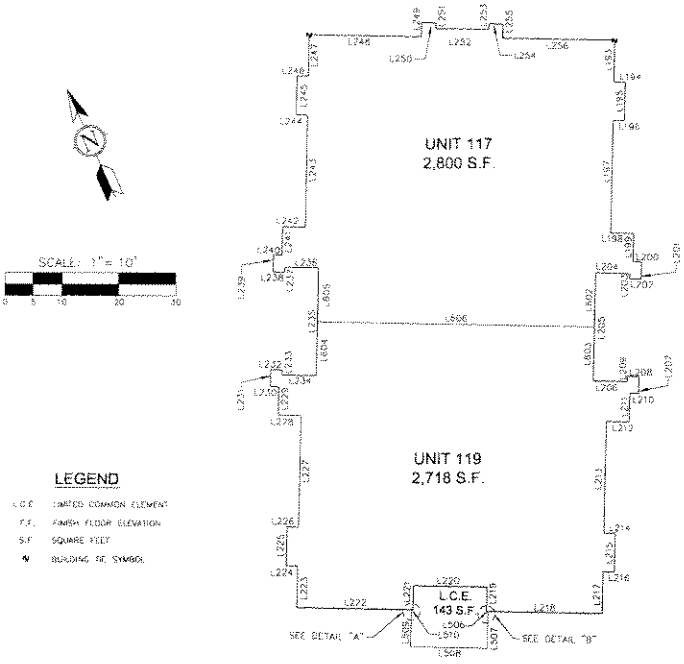
M:\Final_Drawing\08_DATA\DGN_CORONADO\Dwg\0164_CORONADO PLAT.dwg - 06/26/07

FINAL CONDOMINIUM PLAT	5 of 8
SCALE	1"=10'
DATE	06/26/07
DRAWN	JAT
CHECK	DMJ
DESIGN	DMJ
CHECK	DMJ
CONTROL	
SURVEY	

REVISIONS:
1. REVISED PER CLIENT COMMENTS 6-30-07
2. REVISED PER CITY COMMENTS 8-16-07

FINAL CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA
AVONDALE, ARIZONA

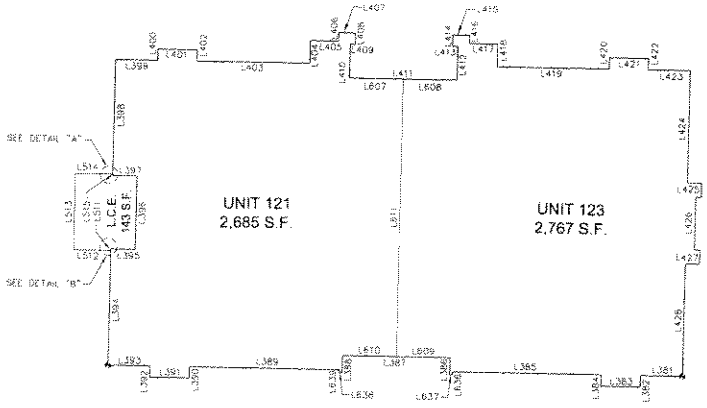
1982-2007
25 YEARS
EXCELLENCE
DBI Professional Services, L.L.C.



LEGEND

L.C.E.	LIMITED COMMON ELEMENT
F.F.	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
N	BUILDING SE. SYMBOL

BLDG E
F.F.=1016.90
5,661 S.F.

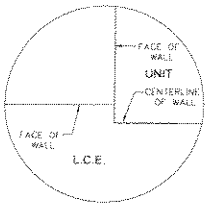


BLDG F
F.F.=1015.95
5,595 S.F.

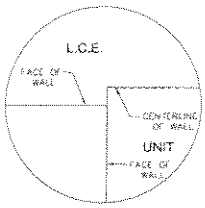
BUILDING E LINE TABLE		
LINE	LENGTH	BEARING
L193	7.33	S25°00'00"W
L194	2.00	S65°00'00"E
L195	6.83	S25°00'00"W
L196	2.00	N65°00'00"W
L197	19.75	S25°00'00"W
L198	4.00	S65°00'00"E
L199	5.00	S25°00'00"W
L200	1.50	S65°00'00"E
L201	3.00	S25°00'00"W
L202	2.00	N65°00'00"W
L203	0.92	N25°00'00"E
L204	6.00	N65°00'00"W
L205	19.00	S25°00'00"W
L206	6.00	S65°00'00"E
L207	0.92	N25°00'00"E
L208	2.00	S65°00'00"E
L209	3.00	S25°00'00"W
L210	1.50	N65°00'00"W
L211	5.00	S25°00'00"W
L212	4.00	N65°00'00"W
L213	19.75	S25°00'00"W
L214	2.00	S65°00'00"E
L215	6.83	S25°00'00"W
L216	2.00	N65°00'00"W
L217	7.33	S25°00'00"W
L218	20.50	N65°00'00"W
L219	4.25	N25°00'00"E
L220	13.00	N65°00'00"W
L221	4.25	S25°00'00"W
L222	20.50	N65°00'00"W
L223	7.33	N25°00'00"E
L224	2.00	N65°00'00"W
L225	6.83	N25°00'00"E
L226	2.00	S65°00'00"E
L227	19.75	N25°00'00"E
L228	4.00	N65°00'00"W
L229	5.00	N25°00'00"E
L230	1.50	N65°00'00"W
L231	3.00	N25°00'00"E
L232	2.00	S65°00'00"E
L233	0.92	S25°00'00"W
L234	6.00	S65°00'00"E
L235	19.00	N25°00'00"E
L236	6.00	N65°00'00"W
L237	0.92	S25°00'00"W
L238	2.00	N65°00'00"W
L239	3.00	N25°00'00"E
L240	1.50	S65°00'00"E
L241	5.00	N25°00'00"E
L242	4.00	S65°00'00"E
L243	19.75	N25°00'00"E
L244	2.00	N65°00'00"W
L245	6.83	N25°00'00"E
L246	2.00	S65°00'00"E
L247	7.33	N25°00'00"E
L248	19.83	S65°00'00"E
L249	2.50	N25°00'00"E
L250	2.50	S65°00'00"E
L251	1.00	S25°00'00"W
L252	9.33	S65°00'00"E
L253	1.00	N25°00'00"E
L254	2.50	S65°00'00"E
L255	2.50	S25°00'00"W
L256	19.83	S65°00'00"E
L506	0.25	S65°00'00"E
L507	6.50	S25°00'00"W
L508	13.50	N65°00'00"W
L509	6.50	N25°00'00"E
L510	0.25	S65°00'00"E
L602	9.50	S25°00'00"W
L603	6.50	S25°00'00"W
L604	9.50	N25°59'59"E
L605	9.50	N25°00'00"E
L606	49.00	S65°00'00"E

BUILDING G LINE TABLE		
LINE	LENGTH	BEARING
L381	7.33	N65°00'00"W
L382	2.00	S25°00'00"W
L383	6.83	N65°00'00"W
L384	2.00	N25°00'00"E
L385	26.33	N65°00'00"W
L386	3.00	N25°00'00"E
L387	19.00	N65°00'00"W
L388	3.00	S25°00'00"W
L389	26.83	N65°00'00"W
L390	2.00	S25°00'00"W
L391	6.83	N65°00'00"W
L392	2.00	N25°00'00"E
L393	7.33	N65°00'00"W
L394	20.50	N25°00'00"E
L395	4.25	S65°00'00"E
L396	13.00	N25°00'00"E
L397	4.25	N65°00'00"W
L398	20.50	N25°00'00"E
L399	7.33	S65°00'00"E
L400	2.00	N25°00'00"E
L401	6.83	S65°00'00"E
L402	2.00	S25°00'00"W
L403	19.75	S65°00'00"E
L404	3.50	N25°00'00"E
L405	5.00	S65°00'00"E
L406	1.50	N25°00'00"E
L407	5.00	S65°00'00"E
L408	2.00	S25°00'00"W
L409	0.92	N65°00'00"W
L410	6.00	S25°00'00"W
L411	19.00	S65°00'00"E
L412	6.00	N25°00'00"E
L413	0.92	N65°00'00"W
L414	2.00	N25°00'00"E
L415	3.00	S65°00'00"E
L416	1.50	S25°00'00"W
L417	5.00	S65°00'00"E
L418	4.00	S25°00'00"W
L419	19.75	S65°00'00"E
L420	2.00	N25°00'00"E
L421	6.83	S65°00'00"E
L422	2.00	S25°00'00"W
L423	7.33	S65°00'00"E
L424	19.83	S25°00'00"W
L425	2.50	S65°00'00"E
L426	9.33	S25°00'00"W
L427	2.50	N65°00'00"W
L428	19.83	S25°00'00"W
L511	0.25	S25°00'00"W
L512	6.50	N65°00'00"W
L513	13.50	N25°00'00"E
L514	6.50	S65°00'00"E
L515	0.25	S25°00'00"W
L607	9.50	S65°00'00"E
L608	9.50	S65°00'00"E
L609	9.50	N65°00'00"W
L610	9.50	N65°00'00"W
L611	49.00	N25°00'00"E
L636	0.50	S25°00'00"W
L637	0.50	N65°00'00"W
L638	0.50	N65°00'00"W
L639	0.50	N25°00'00"E

DETAIL "A"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



DETAIL "B"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



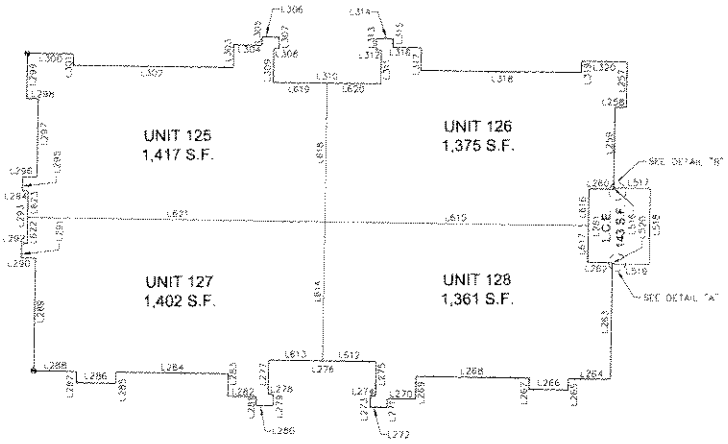
FINAL CONDOMINIUM PLAT
6 of 8

REVISIONS
1 REVISED PER CLIENT COMMENTS 6-30-07
2 REVISED PER CITY COMMENTS 8-16-07

FINAL CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA
AVONDALE, ARIZONA

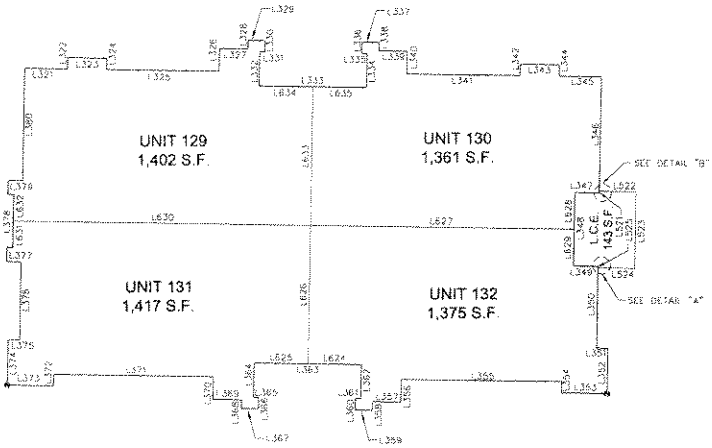
25 YEARS OF EXCELLENCE

DEI



BLDG G
F.F.=1015.85
5,698 S.F.

SCALE: 1" = 10'



BLDG H
F.F.=1015.50
5,698 S.F.

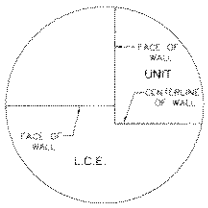
LEGEND

- L.C.E. LIMITED COMMON ELEMENT
- F.F. FINISH FLOOR ELEVATION
- S.F. SQUARE FEET
- BUILDING TIE SYMBOL

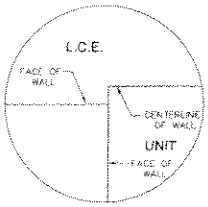
BUILDING A LINE TABLE		
LINE	LENGTH	BEARING
L257	8.00	S35°22'47"W
L258	2.00	N54°37'13"W
L259	14.50	S35°22'47"W
L260	4.33	N54°37'13"W
L261	12.97	S35°22'47"W
L262	4.33	S54°37'13"E
L263	20.53	S35°22'47"W
L264	7.42	N54°37'13"W
L265	2.00	S35°22'47"W
L266	5.83	N54°37'13"W
L267	2.00	N35°22'47"E
L268	19.75	N54°37'13"W
L269	4.00	S35°22'47"W
L270	5.00	N54°37'13"W
L271	1.50	S35°22'47"W
L272	3.00	N54°37'13"W
L273	2.00	N35°22'47"E
L274	0.92	S54°37'13"E
L275	6.00	N35°22'47"E
L276	19.00	N54°37'13"W
L277	6.00	S35°22'47"W
L278	0.92	S54°37'13"E
L279	2.00	S35°22'47"W
L280	3.00	N54°37'13"W
L281	1.50	N35°22'47"E
L282	5.00	N54°37'13"W
L283	4.00	N35°22'47"E
L284	19.75	N54°37'13"W
L285	2.00	S35°22'47"W
L286	5.83	N54°37'13"W
L287	2.00	N35°22'47"E
L288	7.42	N54°37'13"W
L289	19.83	N35°22'47"E
L290	2.50	N54°37'13"W
L291	2.50	N35°22'47"E
L292	1.00	S54°37'13"E
L293	9.33	N35°22'47"E
L294	1.00	N54°37'13"W
L295	2.50	N35°22'47"E
L296	2.50	S54°37'13"E
L297	13.83	N35°22'47"E
L298	2.00	N54°37'13"W
L299	8.00	N35°22'47"E
L300	6.00	S54°37'13"E
L301	2.00	S35°22'47"W
L302	28.00	S54°37'13"E
L303	4.00	N35°22'47"E
L304	5.00	S54°37'13"E
L305	1.50	N35°22'47"E
L306	3.00	S54°37'13"E
L307	2.00	S35°22'47"W
L308	0.92	N54°37'13"W
L309	6.00	S35°22'47"W
L310	19.00	S54°37'13"E
L311	6.00	N35°22'47"E
L312	0.92	N54°37'13"W
L313	2.00	N35°22'47"E
L314	3.00	S54°37'13"E
L315	1.50	S35°22'47"W
L316	5.00	S54°37'13"E
L317	4.00	S35°22'47"W
L318	28.00	S54°37'13"E
L319	2.00	N35°22'47"E
L320	8.00	S54°37'13"E
L516	0.28	N35°22'47"E
L517	6.42	S54°37'13"E
L518	13.56	S35°22'47"W
L519	6.42	N54°37'13"W
L520	0.28	N35°22'47"E
L612	9.50	N54°37'03"W
L613	9.50	N54°37'03"W
L614	24.50	N35°22'47"E
L615	48.25	S54°37'13"E
L616	6.50	S35°22'47"W
L617	6.47	S35°22'55"W
L618	24.50	N35°22'47"E
L619	9.50	S54°37'23"E
L620	9.50	S54°37'03"E
L621	52.08	N54°37'13"W
L622	4.67	N35°22'47"E
L623	4.67	N35°22'47"E

BUILDING B LINE TABLE		
LINE	LENGTH	BEARING
L321	7.42	S54°37'13"E
L322	2.00	N35°22'47"E
L323	6.83	S54°37'13"E
L324	2.00	S35°22'47"W
L325	19.75	S54°37'13"E
L326	4.00	N35°22'47"E
L327	5.00	S54°37'13"E
L328	1.50	N35°22'47"E
L329	3.00	S54°37'13"E
L330	2.00	S35°22'47"W
L331	0.92	N54°37'13"W
L332	6.00	S35°22'47"W
L333	19.00	S54°37'13"E
L334	6.00	N35°22'47"E
L335	0.92	N54°37'13"W
L336	2.00	N35°22'47"E
L337	3.00	S54°37'13"E
L338	1.50	S35°22'47"W
L339	5.00	S54°37'13"E
L340	4.00	S35°22'47"W
L341	19.75	S54°37'13"E
L342	2.00	N35°22'47"E
L343	6.83	S54°37'13"E
L344	2.00	S35°22'47"W
L345	7.42	S54°37'13"E
L346	20.53	S35°22'47"W
L347	4.33	N54°37'13"W
L348	12.97	S35°22'47"W
L349	4.33	S54°37'13"E
L350	14.50	S35°22'47"W
L351	2.00	S54°37'13"E
L352	8.00	S35°22'47"W
L353	8.00	N54°37'13"W
L354	2.00	N35°22'47"E
L355	28.00	N54°37'13"W
L356	4.00	S35°22'47"W
L357	5.00	N54°37'13"W
L358	1.50	S35°22'47"W
L359	3.00	N54°37'13"W
L360	2.00	N35°22'47"E
L361	0.92	S54°37'13"E
L362	6.00	N35°22'47"E
L363	19.00	N54°37'13"W
L364	6.00	S35°22'47"W
L365	0.92	S54°37'13"E
L366	2.00	S35°22'47"W
L367	3.00	N54°37'13"W
L368	1.50	N35°22'47"E
L369	5.00	N54°37'13"W
L370	4.00	N35°22'47"E
L371	28.00	N54°37'13"W
L372	2.00	S35°22'47"W
L373	8.00	N54°37'13"W
L374	8.00	N35°22'47"E
L375	2.00	S54°37'13"E
L376	13.83	N35°22'47"E
L377	2.50	N54°37'13"W
L378	14.33	N35°22'47"E
L379	2.50	S54°37'13"E
L380	19.83	N35°22'47"E
L521	0.28	N35°22'47"E
L522	6.42	S54°37'13"E
L523	13.56	S35°22'47"W
L524	6.42	N54°37'13"W
L525	0.28	N35°22'47"E
L626	9.50	N54°37'23"W
L627	9.50	N54°37'03"W
L628	24.50	N35°22'47"E
L629	48.25	S54°37'13"E
L630	52.08	N54°37'13"W
L631	4.67	N35°22'47"E
L632	4.67	N35°22'47"E
L633	24.50	N35°22'47"E
L634	9.50	S54°37'23"E
L635	9.50	S54°37'03"E

DETAIL "A"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



DETAIL "B"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



REVISIONS
1 REVISED PER CLIENT COMMENTS 8-30-07
2 REVISED PER CITY COMMENTS 8-16-07

FINAL CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA
AVONDALE, ARIZONA

25 YEARS OF EXCELLENCE

FINAL CONDOMINIUM PLAT

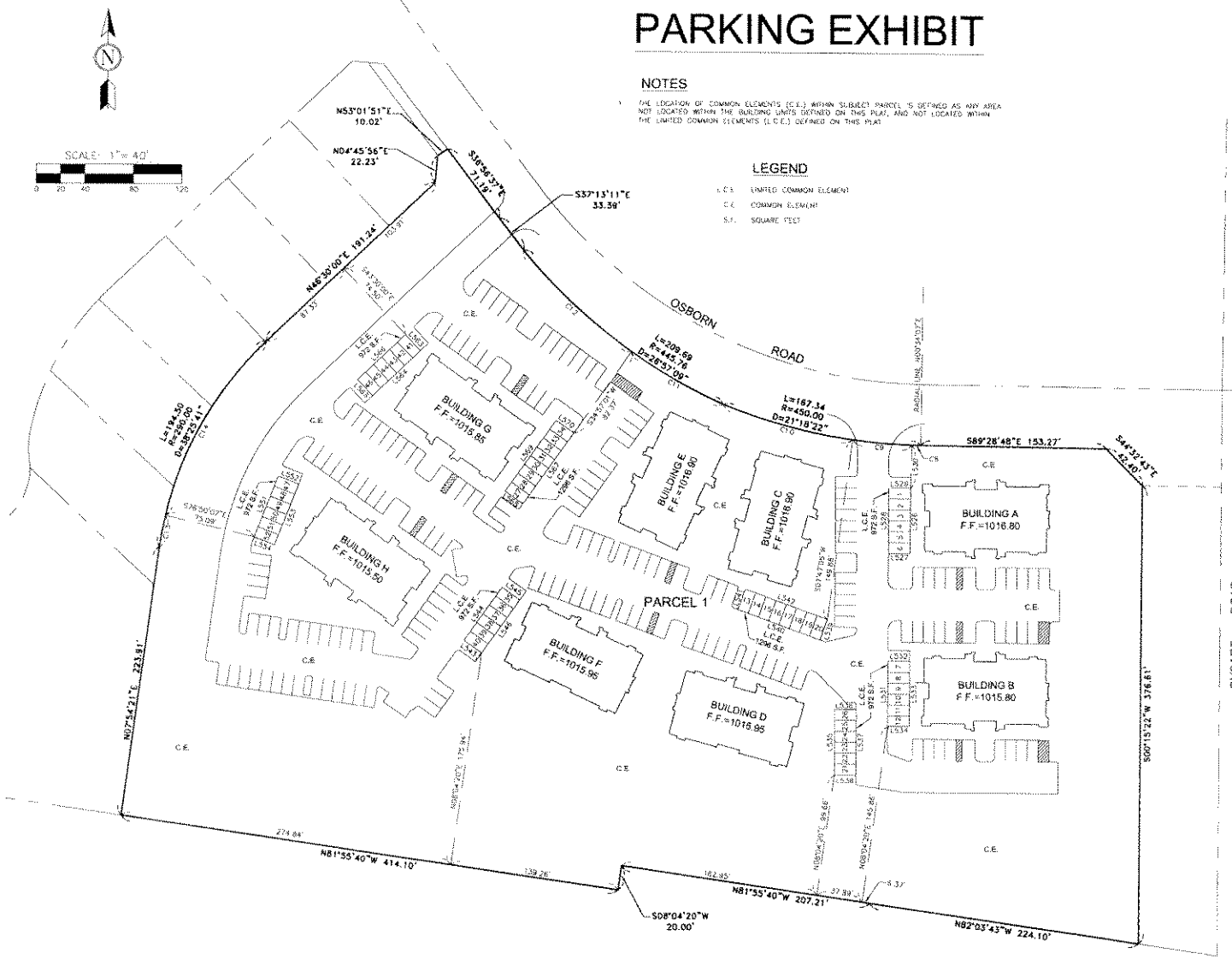
PARKING EXHIBIT

NOTES

1. THE LOCATION OF COMMON ELEMENTS (C.E.) WITHIN SUBJECT PARCEL IS DEFINED AS ANY AREA NOT LOCATED WITHIN THE BUILDING UNITS DEFINED ON THIS PLAT, AND NOT LOCATED WITHIN THE LIMITED COMMON ELEMENTS (L.C.E.) DEFINED ON THIS PLAT.

LEGEND

L.C.E. LIMITED COMMON ELEMENT
C.E. COMMON ELEMENT
S.F. SQUARE FEET



LINE TABLE		
LINE	LENGTH	BEARING
L526	54.00	S00°00'00"E
L527	18.00	N90°00'00"W
L528	54.00	N90°00'00"E
L529	18.00	N90°00'00"E
L530	35.51	S21°31'28"W
L531	54.00	N00°00'00"E
L532	18.00	N90°00'00"E
L533	54.00	S00°00'00"E
L534	18.00	N90°00'00"W
L535	54.00	N00°00'00"W
L536	18.00	N90°00'00"E
L537	54.00	S00°00'00"E
L538	18.00	N90°00'00"W
L539	18.00	S00°00'00"E
L540	72.00	N70°00'00"W
L541	18.00	N20°00'00"E
L542	72.00	S70°00'00"E
L543	18.00	N54°37'13"W
L544	54.00	N33°22'47"E

LINE TABLE		
LINE	LENGTH	BEARING
L545	18.00	S54°37'13"E
L546	54.00	S35°22'47"W
L551	54.00	N21°39'47"E
L552	18.00	S68°20'13"E
L553	54.00	S21°39'47"W
L554	18.00	N68°20'13"W
L563	18.00	S43°30'00"E
L564	54.00	S46°30'00"W
L565	18.00	N43°30'00"W
L566	54.00	N46°30'00"E
L567	72.00	S35°22'47"W
L568	18.00	N54°37'13"W
L569	72.00	N33°22'47"E
L570	18.00	S54°37'13"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C8	7.51	450.00	0°57'21"
C9	48.17	450.00	6°13'36"
C10	110.66	450.00	14°09'25"
C11	87.53	445.76	11°13'03"
C12	122.18	445.76	15°42'06"
C13	23.78	290.00	4°59'34"
C14	168.72	290.00	33°20'07"

DEI Professional Services, L.L.C.
1984 - 2009
25 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

FINAL CONDOMINIUM PLAT OF CORONADO PROFESSIONAL PLAZA AVONDALE, ARIZONA

REVISIONS
A REVISED PER CITY COMMENTS 6-20-07
B REVISED PER CITY COMMENTS 8-16-07

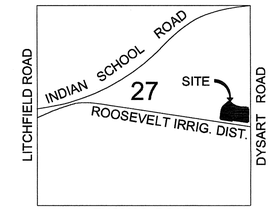
DATE: 4/6/07
PROJ. NO.: 07001
DESIGN:
DRAWN: JJV
CHECK: DAM
SCALE: 1"=40'
CAD FILE: 4FB LDF3

FINAL CONDOMINIUM PLAT

EXHIBIT F

CONDOMINIUM PLAT FOR CORONADO PROFESSIONAL PLAZA FIRST AMENDMENT

AS RECORDED IN BOOK 977 OF MAPS, PAGE 26, MARICOPA COUNTY RECORDS, LOCATED IN THE EAST HALF OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



VICINITY MAP
NTS

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

DYSART OSBORN, LLC, AS OWNER, HAS SUBDIVIDED, FOR CONDOMINIUM USE, BUILDINGS "A" THROUGH "H" , OF "CORONADO PROFESSIONAL PLAZA" PER BOOK 977 OF MAPS, PAGE 26, MARICOPA COUNTY RECORDS, LOCATED IN THE EAST HALF OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR BUILDINGS "A" THROUGH BUILDING "H", A CONDOMINIUM UNIT SUBDIVISION IN THE CITY OF AVONDALE, ARIZONA, AND HEREBY DECLARES THAT SAID CONDOMINIUM PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE UNITS. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE BUILDING "G" UNITS 125, 126, 127 AND 128 INTO BUILDING "G" UNITS 125 AND 127, AND TO SUBDIVIDE BUILDING "H" UNITS 129, 130, 131 AND 132 INTO UNITS 129, 130 AND 131. THE PLAT IS ALSO INTENDED TO AMEND UNIT AREAS. THIS PLAT DOES NOT CONSTITUTE A REPLAT OR CORRECTION OF ANY OTHER PORTION OF "CORONADO PROFESSIONAL PLAZA".

IN WITNESS WHEREOF, DYSART OSBORN, LLC, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO

BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF_____

_____, ITS MANAGER THEREUNTO DULY AUTHORIZED THIS _____ DAY

OF_____, 2008.

BY:_____
ITS MANAGER

ACKNOWLEDGMENT

STATE OF ARIZONA)
)S.S.
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____ 2008, BEFORE ME THE UNDERSIGNED, PERSONALLY

APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE

NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

_____, 20 ____

LIEN HOLDER RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED AS BENEFICIARY OF _____ PER

THAT CERTAIN DEED OF TRUST RECORDED IN _____, RECORDS OF MARICOPA

COUNTY RECORDER, MARICOPA COUNTY, ARIZONA HEREBY RATIFIES, AFFIRMS, AND APPROVES THIS PLAT, THE DECLARATION OF RESTRICTIONS RECORDED CONCURRENTLY HEREWITH, AND EACH AND EVERY DEDICATION CONTAINED HEREIN. IN WITNESS WHEREOF, THE UNDERSIGNED HAVE SIGNED

THEIR NAMES THIS _____ DAY OF _____, 2008.

_____

BY:_____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
)S.S.
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____ 2008, BEFORE ME THE UNDERSIGNED, PERSONALLY

APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE

NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

_____, 20 ____

UNIT OWNERS ASSOCIATION RATIFICATION

RATIFICATION:

BY THIS RATIFICATION_____
(PRINTED NAME)

DULY ELECTED _____
(PRINTED TITLE)

OF CORONADO PROFESSIONAL PLAZA UNIT OWNERS ASSOCIATION

ACKNOWLEDGES RESPONSIBILITIES DEDICATED HEREON.

_____
SIGNATURE DATE

ACKNOWLEDGMENT

STATE OF ARIZONA)
)S.S.
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____ 2008, BEFORE ME THE UNDERSIGNED, PERSONALLY

APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE

NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

_____, 20 ____

NOTES

1. ALL LANDSCAPING WITHIN THE COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY CORONADO PROFESSIONAL PLAZA OWNERS ASSOCIATION.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS, AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL UTILITIES SHALL BE PLACED UNDERGROUND.
4. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
7. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.
8. THIS CONDOMINIUM MAP IS BASED ON APPROVED ARCHITECTURAL DRAWINGS. THE INTENT OF THIS PLAT IS TO SHOW BUILDING AIRSPACE DEFINITIONS AND LOCATIONS AS DESIGNED AND BUILT. EXCEPT WHERE NOTED, THE BUILDINGS HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE TO THE PLANS, HOWEVER IN THE EVENT OF ANY DISCREPANCY, THE ACTUAL LOCATION, MEASUREMENTS AND AREA OF BUILDINGS AS CONSTRUCTED WILL PREVAIL.
9. THIS CONDOMINIUM IS SUBJECT TO THE DECLARATION FOR "CORONADO PROFESSIONAL PLAZA" RECORDED IN DOCUMENT NO. 2008-0235321 AND AMENDED IN DOCUMENT NO. ____-_____, MARICOPA COUNTY RECORDS.

LEGAL DESCRIPTION

BUILDINGS "A" THROUGH "H" OF THE "FINAL CONDOMINIUM PLAT OF CORONADO PROFESSIONAL PLAZA" PER BOOK 977 OF MAPS, PAGE 26, MARICOPA COUNTY RECORDS.

DEVELOPER/OWNER

DYSART OSBORN, LLC,
7323 E. SHOEMAN LANE
SCOTTSDALE, AZ 85251
480-994-0200

ENGINEER/SURVEYOR

DEI PROFESSIONAL SERVICES
6225 N 24TH ST., STE 200
PHOENIX, ARIZONA 85016
(602) 954-0038

SITE ADDRESS

3400 N. DYSART ROAD
AVONDALE, ARIZONA 85323

ZONING

THIS SITE IS CURRENTLY ZONED AS C-1, PAD WITH USES PERMISSIBLE PER ZONING ORDINANCE RESTRICTIONS.

BENCHMARK NARRATIVE

ORIGINAL BENCHMARK
PER BOOK 977 OF MAPS PAGE 26 MCR

CITY OF AVONDALE BRASS CAP IN A HANDHOLE MARKING THE SOUTHEAST CORNER OF SECTION 27, T2N, R1W.
ELEVATION=1010.30 (NGVD 1929 DATUM) CITY OF AVONDALE DATA AT THE TIME OF THE SURVEY ON SEPTEMBER 21, 2005.

REVISED BENCHMARK
PER CITY OF AVONDALE HEIGHT MODERNIZATION

DESIGNATION : 2N

FROM THE DYSART ROAD EXIT AT I-10 IN AVONDALE, ARIZONA, TRAVEL NORTH ON DYSART ROAD, 2.32KM TO THOMAS ROAD. STATION IS A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS DISK, NO STAMPINGS, IN A HAND HOLE, RECESSED 15CM, FOUND AT THE INTERSECTION OF DYSART ROAD AND THOMAS ROAD. (GDACS CORNER 30652-1)

ELEVATION = 1012.80 (NAVD 88 DATUM)

ALSO

DESIGNATION: RID DYSART

FROM THE DYSART ROAD EXIT AT I-10 IN AVONDALE, ARIZONA, TRAVEL NORTH ON DYSART ROAD, 3.0KM TO THE NORTH BANK OF THE ROOSEVELT IRRIGATION DISTRICT (RID) CANAL. TRAVEL EASTERLY ON THE NORTH BANK, 26M. MARK IS A NGS HORIZONTAL CONTROL DISK, STAMPED RID DYSART 2006, IN A CONCRETE POST, LEVEL WITH THE GROUND. STATION IS 26M EAST OF SIDEWALK, 2.5M SOUTH OF BLOCK WALL, 19M NORTHEASTERLY OF FIBER OPTIC WITNESS POST AND 1M SOUTH OF CARSONITE MARKER.

ELEVATION=1019.00 (NAVD 88 DATUM) CITY OF AVONDALE DATA

BENCH EQUATION (NGVD 1929 DATUM) TO (NAVD 88 DATUM) BASED ON THE PREVIOUS AVONDALE DATUM TO CURRENT AVONDALE DATUM AT THE INTERSECTION OF DYSART ROAD AND THOMAS ROAD =2.50'.
THIS HAS ALSO BEEN CONFIRMED BY FIELD VERIFICATION OF PREVIOUSLY MEASURED TOPOGRAPHY.

THE FINISHED FLOOR ELEVATIONS SHOWN HEREON ARE BASED ON DESIGN ELEVATION (NGVD 1929) AND HAVE NOT BEEN FIELD VERIFIED.

BASIS OF BEARING

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 27 WHICH BEARS SOUTH 00°15'22" WEST BETWEEN THE EAST 1/4 CORNER OF SECTION 27, BEING A MCDOT BRASS CAP IN A HANDHOLE, AND THE SOUTHEAST CORNER OF SECTION 27, BEING A CITY OF AVONDALE BRASS CAP IN A HANDHOLE.

100 YEAR ASSURED WATER SUPPLY

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

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS _____ DAY OF _____, 200_

_____
MAYOR DATE

_____
ATTEST, CITY CLERK DATE

_____
CITY ENGINEER DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2008; THAT TO THE BEST OF MY KNOWLEDGE THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST; THAT THE POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ 9/16/08
JASON R. KACK R.L.S. #33315 DATE

REGISTERED LAND SURVEYOR #33315
6225 N 24TH ST. SUITE 200
PHOENIX, ARIZONA 85016

Two working days before you dig
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263-1100
Blue Stake Center
CALL COLLECT

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Phoenix, AZ 85016
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Fax: (602)944-8605

1982 - 2008
26 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 33315
JASON R. KACK
Date Signed
ARIZONA U.S.A.
Expires 03/31/2011

CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA - FIRST AMENDMENT
AVONDALE, ARIZONA

REVISIONS

DATE:	6/23/08
PROJ. NO:	07051
DESIGN:	
DRAWN:	CJH
CHECK:	DAM
SCALE:	N.T.S.
CAD FILE:	SEE LEFT

AMENDED CONDOMINIUM PLAT

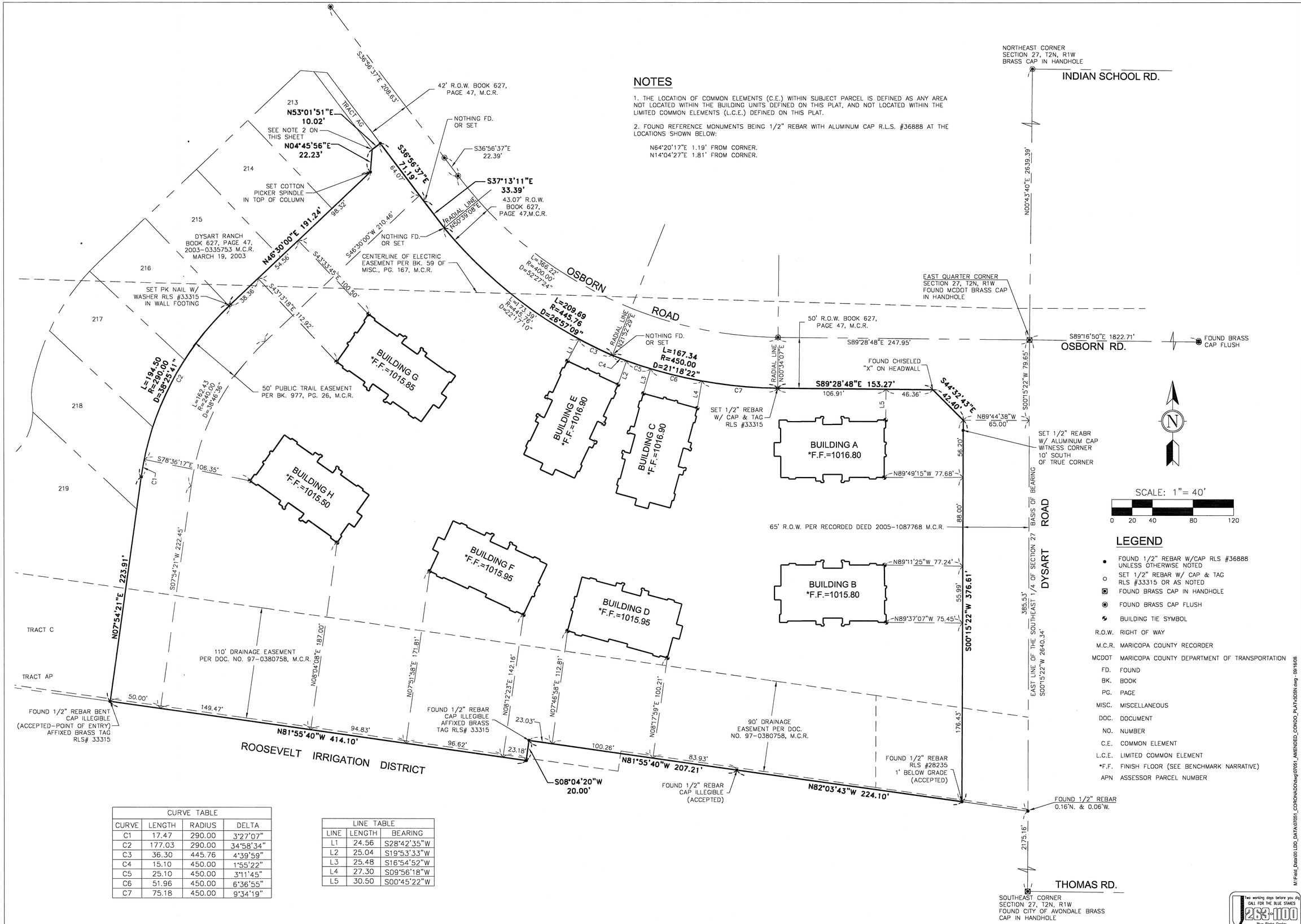
M:\Field_Data\00 LDD_DATA\07051_CORONADO\dwg\07051_AMENDED_CONDO_PLAT\02SIN.dwg - 09/16/08

NOTES

1. THE LOCATION OF COMMON ELEMENTS (C.E.) WITHIN SUBJECT PARCEL IS DEFINED AS ANY AREA NOT LOCATED WITHIN THE BUILDING UNITS DEFINED ON THIS PLAT, AND NOT LOCATED WITHIN THE LIMITED COMMON ELEMENTS (L.C.E.) DEFINED ON THIS PLAT.

2. FOUND REFERENCE MONUMENTS BEING 1/2" REBAR WITH ALUMINUM CAP R.L.S. #36888 AT THE LOCATIONS SHOWN BELOW:

N64°20'17"E 1.19' FROM CORNER.
N14°04'27"E 1.81' FROM CORNER.



SCALE: 1"= 40'

0 20 40 80 120

LEGEND

- ● FOUND 1/2" REBAR W/CAP RLS #36888 UNLESS OTHERWISE NOTED
- ○ SET 1/2" REBAR W/ CAP & TAG RLS #33315 OR AS NOTED
- ▣ FOUND BRASS CAP IN HANDHOLE
- ◉ FOUND BRASS CAP FLUSH
- BUILDING TIE SYMBOL

R.O.W.	RIGHT OF WAY
M.C.R.	MARICOPA COUNTY RECORDER
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
FD.	FOUND
BK.	BOOK
PG.	PAGE
MISC.	MISCELLANEOUS
DOC.	DOCUMENT
NO.	NUMBER
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT
*F.F.	FINISH FLOOR (SEE BENCHMARK NARRATIVE)
APN	ASSESSOR PARCEL NUMBER

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	17.47	290.00	3°27'07"
C2	177.03	290.00	34°58'34"
C3	36.30	445.76	4°39'59"
C4	15.10	450.00	1°55'22"
C5	25.10	450.00	3°11'45"
C6	51.96	450.00	6°36'55"
C7	75.18	450.00	9°34'19"

LINE TABLE

LINE	LENGTH	BEARING
L1	24.56	S28°42'35"W
L2	25.04	S19°53'33"W
L3	25.48	S16°54'52"W
L4	27.30	S09°56'18"W
L5	30.50	S00°45'22"W

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ARIZONA, U.S.A.
Expires 03/31/2011

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AVONDALE, ARIZONA

REVISIONS

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SCALE:	1"=40'
CAD FILE:	SEE LEFT

AMENDED CONDOMINIUM PLAT

M:\Field_Data\00 LDD_DATA\07051_CORONADO\dwg\07051_AMENDED_CONDO_PLAT\dISN.dwg - 09/16/08

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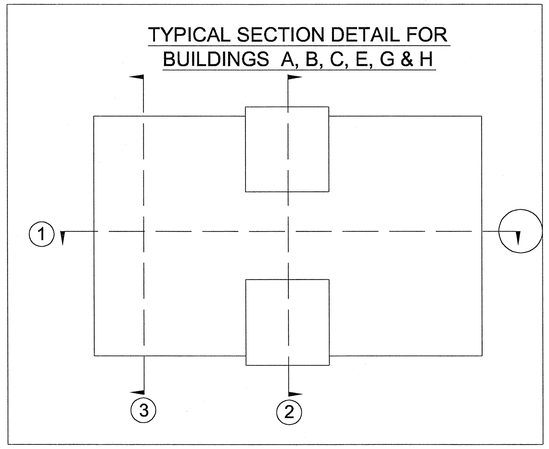
NOTE

1. THE VERTICAL DIMENSION OF THE LIMITED COMMON ELEMENTS (L.C.E.) SHOWN ON THIS SHEET VARIES.

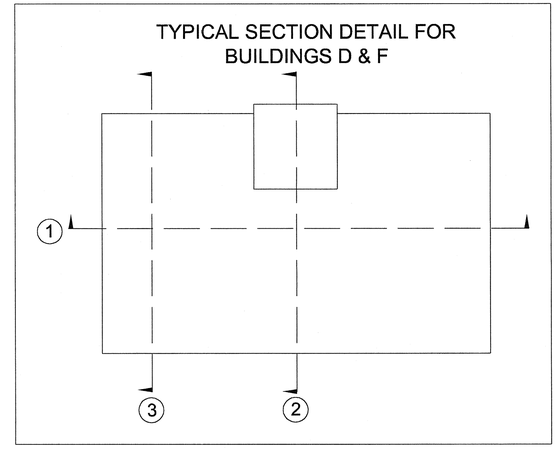
LEGEND

L.C.E.	LIMITED COMMON ELEMENT
F.F.	FINISH FLOOR
B.S.M.	BOTTOM OF STRUCTURAL MEMBER

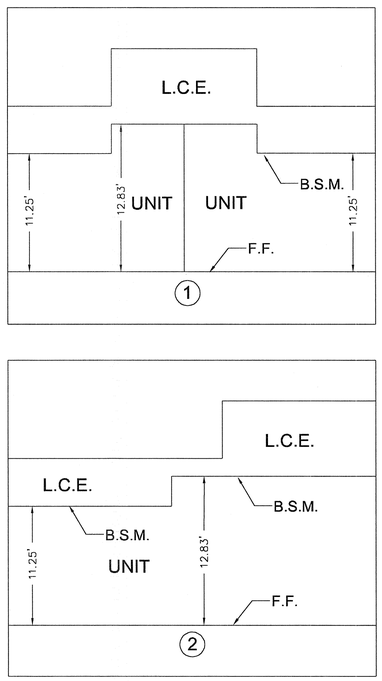
TYPICAL SECTION DETAIL FOR BUILDINGS A, B, C, E, G & H



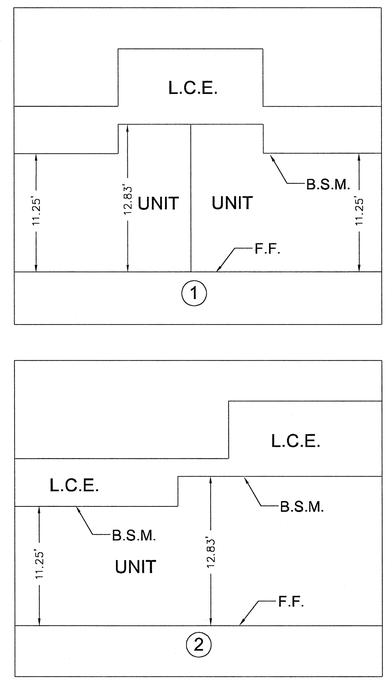
TYPICAL SECTION DETAIL FOR BUILDINGS D & F



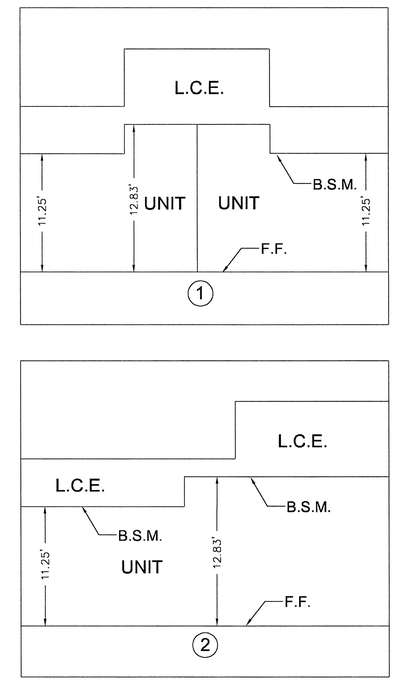
TYPICAL VERTICAL DETAILS FOR BUILDINGS A, C & E



TYPICAL VERTICAL DETAILS FOR BUILDINGS B, G & H



TYPICAL VERTICAL DETAILS FOR BUILDINGS D & F



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SCALE:	1"=10'
CAD FILE:	SEE LEFT

AMENDED CONDOMINIUM PLAT

M:\Field_Data\00 LDD_DATA\07051_CORONADO\dwg\07051_AMENDED_CONDO_PLAT\v32\SN.dwg - 08/16/08

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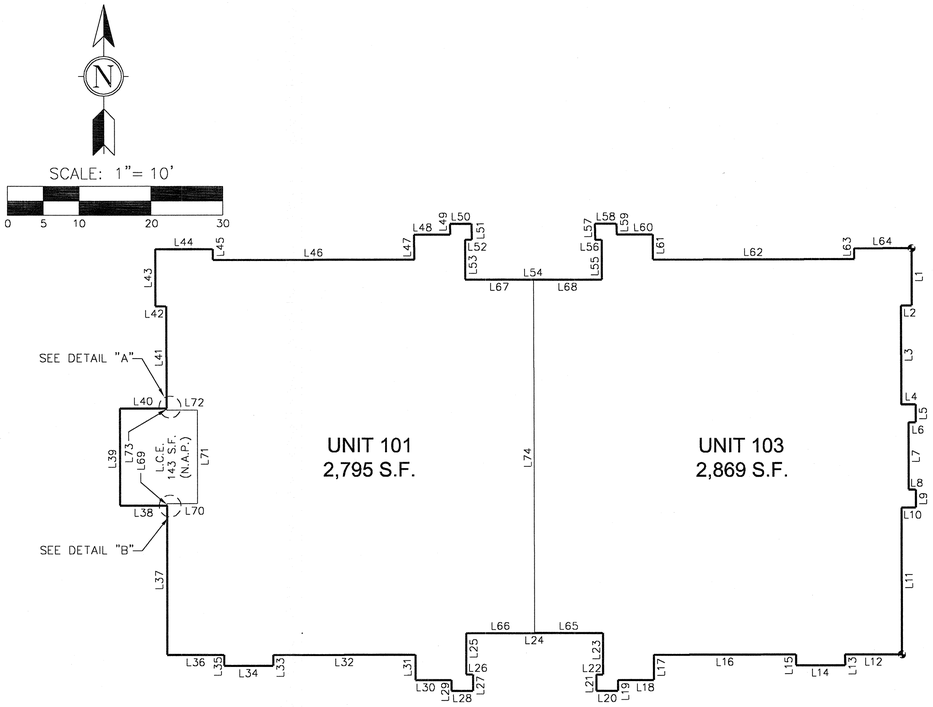
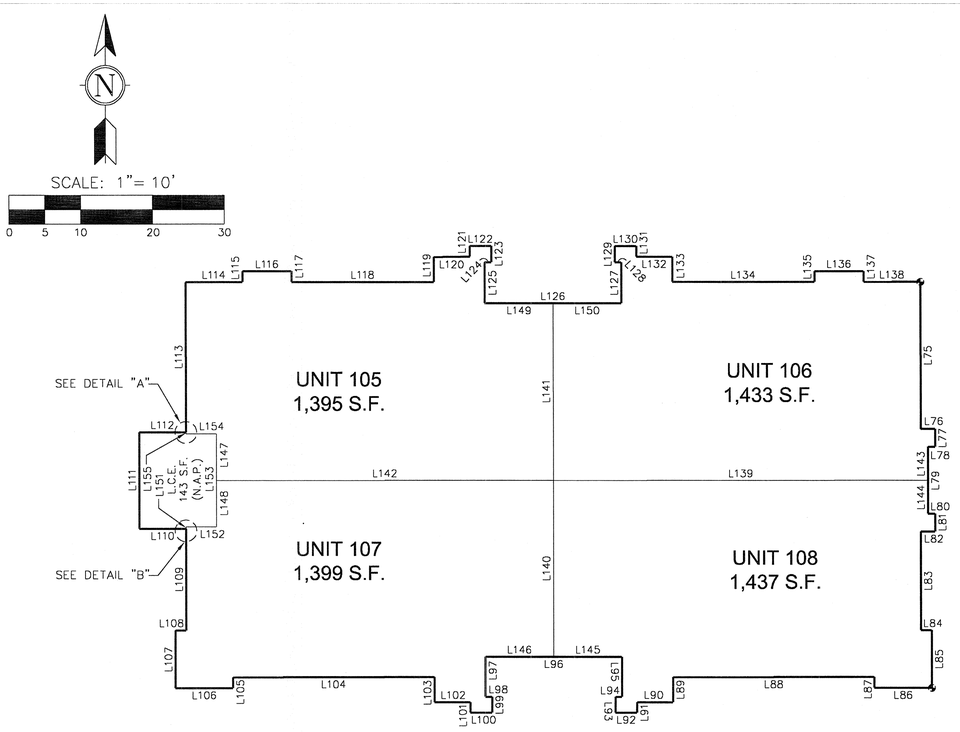


BLDG A
*F.F.=1016.80
5,807 S.F.



BLDG B
*F.F.=1015.80
5,807 S.F.

LEGEND

L.C.E.	LIMITED COMMON ELEMENT
*F.F.	FINISH FLOOR ELEVATION (SEE BENCHMARK NARRATIVE)
S.F.	SQUARE FEET
	BUILDING TIE SYMBOL
B.S.M.	BOTTOM OF STRUCTURAL MEMBER
(N.A.P.)	NOT-A-PART

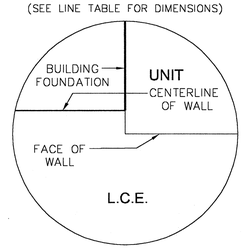
LINE TABLE - BUILDING A

LINE	BEARING	DISTANCE
L1	S00°04'18"E	8.00'
L2	S89°55'42"W	1.50'
L3	S00°04'18"E	13.79'
L4	N89°55'42"E	2.00'
L5	S00°04'18"E	2.50'
L6	S89°55'42"W	1.00'
L7	S00°04'18"E	9.33'
L8	N89°55'42"E	1.00'
L9	S00°04'18"E	2.50'
L10	S89°55'42"W	2.00'
L11	S00°04'18"E	20.46'
L12	S89°55'42"W	7.92'
L13	S00°04'18"E	1.50'
L14	S89°55'42"W	6.83'
L15	N00°04'18"W	1.50'
L16	S89°55'42"W	19.75'
L17	S00°04'18"E	3.50'
L18	S89°55'42"W	5.00'
L19	S00°04'18"E	1.50'
L20	S89°55'42"W	3.00'
L21	N00°04'18"W	2.25'
L22	N89°55'42"E	0.92'
L23	N00°04'18"W	5.75'
L24	S89°55'42"W	19.00'
L25	S00°04'18"E	5.75'
L26	N89°55'42"E	0.92'
L27	S00°04'18"E	2.25'
L28	S89°55'42"W	3.00'
L29	N00°04'18"W	1.50'
L30	S89°55'42"W	5.00'
L31	N00°04'18"W	3.50'
L32	S89°55'42"W	19.75'
L33	S00°04'18"E	1.50'
L34	S89°55'42"W	6.83'
L35	N00°04'18"W	1.50'
L36	S89°55'42"W	7.92'
L37	N00°04'18"W	20.88'
L38	S89°55'42"W	6.50'
L39	N00°04'18"W	13.50'
L40	N89°55'42"E	6.50'
L41	N00°04'18"W	14.21'
L42	S89°55'42"W	1.50'
L43	N00°04'18"W	8.00'
L44	N89°55'42"E	8.00'
L45	S00°04'18"E	1.50'
L46	N89°55'42"E	28.00'
L47	N00°04'18"W	3.50'
L48	N89°55'42"E	5.00'
L49	N00°04'18"W	1.50'
L50	N89°55'42"E	3.00'
L51	S00°04'18"E	2.25'
L52	S89°55'42"W	0.92'
L53	S00°04'18"E	5.57'
L54	N89°55'42"E	19.00'
L55	N00°04'18"W	5.57'
L56	S89°55'42"W	0.92'
L57	N00°04'18"W	2.25'
L58	N89°55'42"E	3.00'
L59	S00°04'18"E	1.50'
L60	N89°55'42"E	5.00'
L61	S00°04'18"E	3.50'
L62	N89°55'42"E	28.00'
L63	N00°04'18"W	1.50'
L64	N89°55'42"E	8.00'
L65	S89°55'42"W	9.50'
L66	N89°55'42"E	9.50'
L67	N89°55'42"E	9.50'
L68	S89°55'42"W	9.50'
L69	S00°04'18"E	0.25'
L70	N89°55'42"E	4.25'
L71	S00°04'18"E	13.00'
L72	N89°55'42"E	4.25'
L73	S00°04'18"E	0.25'
L74	S00°04'18"E	49.26'

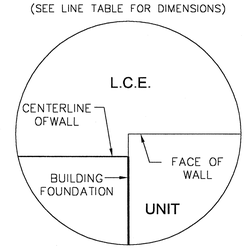
LINE TABLE - BUILDING B

LINE	BEARING	DISTANCE
L75	N00°01'59"W	20.46'
L76	S89°58'01"W	2.00'
L77	N00°01'59"W	2.50'
L78	N89°58'01"E	1.00'
L79	N00°01'59"W	9.33'
L80	S89°58'01"W	1.00'
L81	N00°01'59"W	2.50'
L82	N89°58'01"E	2.00'
L83	N00°01'59"W	13.79'
L84	S89°58'01"W	1.50'
L85	N00°01'59"W	8.00'
L86	N89°58'01"E	8.00'
L87	S00°01'59"E	1.50'
L88	N89°58'01"E	28.00'
L89	N00°01'59"W	3.50'
L90	N89°58'01"E	5.00'
L91	N00°01'59"W	1.50'
L92	N89°58'01"E	3.00'
L93	S00°01'59"E	2.25'
L94	S89°58'01"W	0.92'
L95	S00°01'59"E	5.57'
L96	N89°58'01"E	19.00'
L97	N00°01'59"W	5.57'
L98	S89°58'01"W	0.92'
L99	N00°01'59"W	2.25'
L100	N89°58'01"E	3.00'
L101	S00°01'59"E	1.50'
L102	N89°58'01"E	5.00'
L103	S00°01'59"E	3.50'
L104	N89°58'01"E	28.00'
L105	N00°01'59"W	1.50'
L106	N89°58'01"E	8.00'
L107	S00°01'59"E	8.00'
L108	S89°58'01"W	1.50'
L109	S00°01'59"E	14.21'
L110	N89°58'01"E	6.50'
L111	S00°01'59"E	13.50'
L112	S89°58'01"W	6.50'
L113	S00°01'59"E	20.88'
L114	S89°58'01"W	7.92'
L115	S00°01'59"E	1.50'
L116	S89°58'01"W	6.83'
L117	N00°01'59"W	1.50'
L118	S89°58'01"W	19.75'
L119	S00°01'59"E	3.50'
L120	S89°58'01"W	5.00'
L121	S00°01'59"E	1.50'
L122	S89°58'01"W	3.00'
L123	N00°01'59"W	2.25'
L124	N89°58'01"E	0.92'
L125	N00°01'59"W	5.75'
L126	S89°58'01"W	19.00'
L127	S00°01'59"E	5.75'
L128	N89°58'01"E	0.92'
L129	S00°01'59"E	2.25'
L130	S89°58'01"W	3.00'
L131	N00°01'59"W	1.50'
L132	S89°58'01"W	5.00'
L133	N00°01'59"W	3.50'
L134	S89°58'01"W	19.75'
L135	S00°01'59"E	1.50'
L136	S89°58'01"W	6.83'
L137	N00°01'59"W	1.50'
L138	S89°58'01"W	7.92'
L139	N89°58'01"E	52.08'
L140	S00°01'59"E	24.63'
L141	S00°01'59"E	24.63'
L142	N89°58'01"E	46.83'
L143	S00°01'59"E	4.66'
L144	N00°01'59"W	4.67'
L145	S89°58'01"W	9.50'
L146	N89°58'01"E	9.50'
L147	S00°01'59"E	6.50'
L148	N00°01'59"W	6.50'
L149	N89°58'01"E	9.50'
L150	S89°58'01"W	9.50'
L151	S00°01'59"E	0.25'
L152	N89°58'01"E	4.25'
L153	S00°01'59"E	13.00'
L154	N89°58'01"E	4.25'
L155	N00°01'59"W	0.25'

DETAIL "A"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



DETAIL "B"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



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DRAWN:	CJH
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AMENDED CONDOMINIUM PLAT

M:\Field_Data\00 LDD_DATA\07051_CORONADO\dwg\07051_AMENDED_CONDO_PLAT\r3DSN.dwg - 08/16/08

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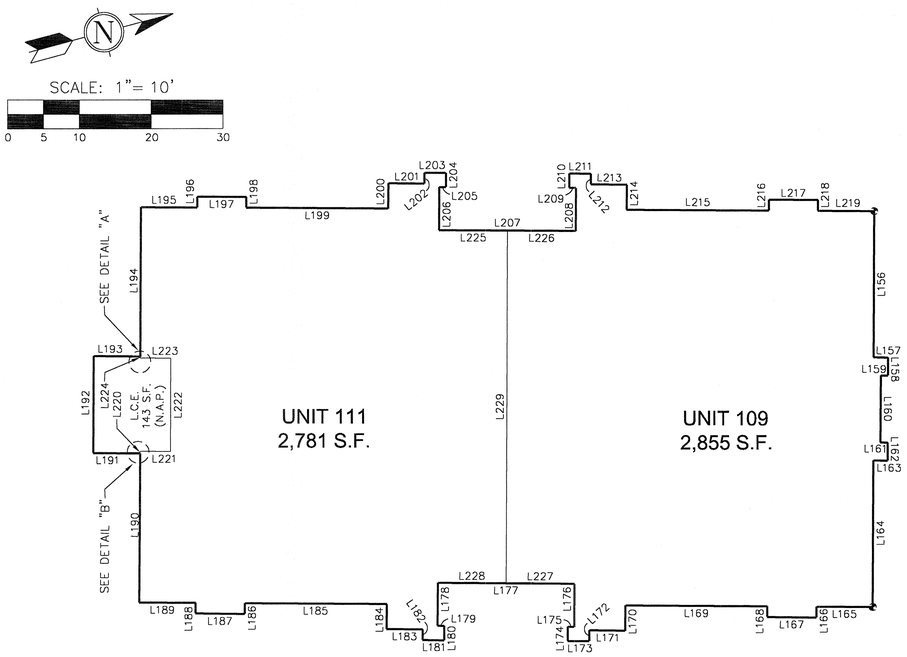
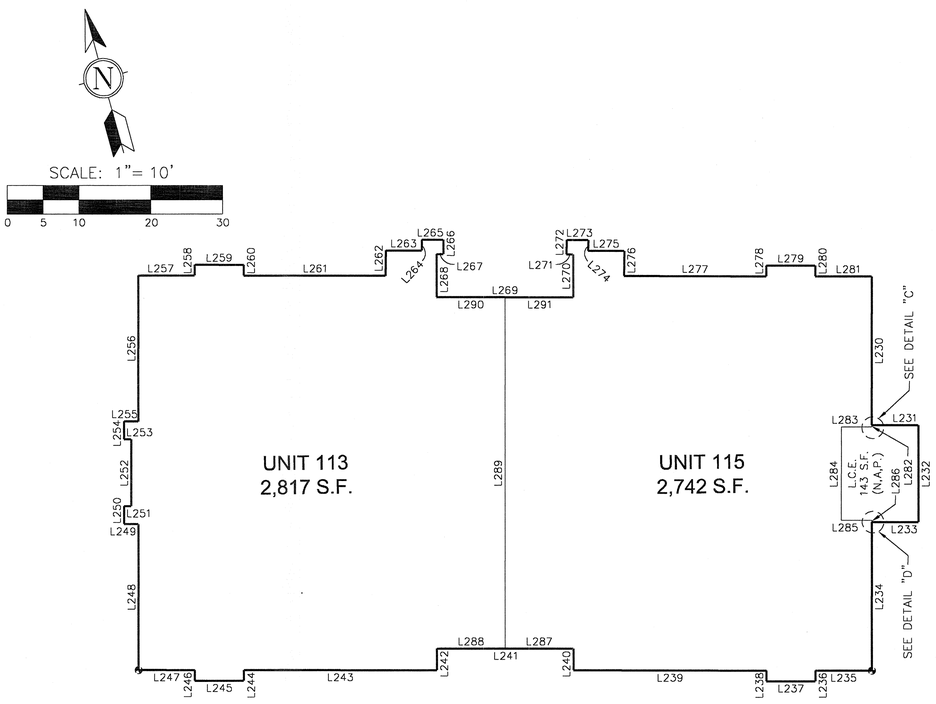


BLDG C
*F.F.=1016.90
5,779 S.F.



BLDG D
*F.F.=1015.95
5,702 S.F.

LEGEND

L.C.E.	LIMITED COMMON ELEMENT
*F.F.	FINISH FLOOR ELEVATION (SEE BENCHMARK NARRATIVE)
S.F.	SQUARE FEET
	BUILDING TIE SYMBOL
B.S.M.	BOTTOM OF STRUCTURAL MEMBER
(N.A.P.)	NOT-A-PART

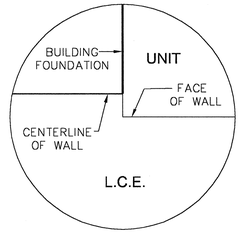
LINE TABLE – BUILDING C

LINE	BEARING	DISTANCE
L156	S74°39'53"E	20.42'
L157	N15°20'07"E	2.00'
L158	S74°39'53"E	2.50'
L159	S15°20'07"W	1.00'
L160	S74°39'53"E	9.33'
L161	N15°20'07"E	1.00'
L162	S74°39'53"E	2.50'
L163	S15°20'07"W	2.00'
L164	S74°39'53"E	20.42'
L165	S15°20'07"W	7.83'
L166	S74°39'53"E	1.50'
L167	S15°20'07"W	6.83'
L168	N74°39'53"W	1.50'
L169	S15°20'07"W	19.75'
L170	S74°39'53"E	3.50'
L171	S15°20'07"W	5.00'
L172	S74°39'53"E	1.50'
L173	S15°20'07"W	3.00'
L174	N74°39'53"W	2.00'
L175	N15°20'07"E	0.92'
L176	N74°39'53"W	6.00'
L177	S15°20'07"W	19.00'
L178	S74°39'53"E	6.00'
L179	N15°20'07"E	0.92'
L180	S74°39'53"E	2.00'
L181	S15°20'07"W	3.00'
L182	N74°39'53"W	1.50'
L183	S15°20'07"W	5.00'
L184	N74°39'53"W	3.50'
L185	S15°20'07"W	19.75'
L186	S74°39'53"E	1.50'
L187	S15°20'07"W	6.83'
L188	N74°39'53"W	1.50'
L189	S15°20'07"W	7.83'
L190	N74°39'53"W	20.84'
L191	S15°20'07"W	6.50'
L192	N74°39'53"W	13.50'
L193	N15°20'07"E	6.50'
L194	N74°39'53"W	20.84'
L195	N15°20'07"E	7.83'
L196	N74°39'53"W	1.50'
L197	N15°20'07"E	6.83'
L198	S74°39'53"E	1.50'
L199	N15°20'07"E	19.75'
L200	N74°39'53"W	3.50'
L201	N15°20'07"E	5.00'
L202	N74°39'53"W	1.50'
L203	N15°20'07"E	3.00'
L204	S74°39'53"E	2.00'
L205	S15°20'07"W	0.92'
L206	S74°39'53"E	6.00'
L207	N15°20'07"E	19.00'
L208	N74°39'53"W	6.00'
L209	S15°20'07"W	0.92'
L210	N74°39'53"W	2.00'
L211	N15°20'07"E	3.00'
L212	S74°39'53"E	1.50'
L213	N15°20'07"E	5.00'
L214	S74°39'53"E	3.50'
L215	N15°20'07"E	19.75'
L216	N74°39'53"W	1.50'
L217	N15°20'07"E	6.83'
L218	S74°39'53"E	1.50'
L219	N15°20'07"E	7.83'
L220	S74°39'53"E	0.25'
L221	N15°20'07"E	4.25'
L222	S74°39'53"E	13.00'
L223	N15°20'07"E	4.25'
L224	N74°39'53"W	0.25'
L225	N15°20'07"E	9.50'
L226	S15°20'07"W	9.50'
L227	S15°20'07"W	9.50'
L228	N15°20'07"E	9.50'
L229	N74°39'53"W	49.17'

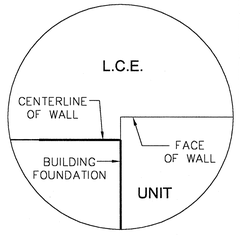
LINE TABLE – BUILDING D

LINE	BEARING	DISTANCE
L230	S15°03'20"W	20.75'
L231	S74°56'40"E	6.50'
L232	S15°03'20"W	13.50'
L233	N74°56'40"W	6.50'
L234	S15°03'20"W	20.74'
L235	N74°56'40"W	7.83'
L236	S15°03'20"W	1.50'
L237	N74°56'40"W	6.83'
L238	N15°03'20"E	1.50'
L239	N74°56'40"W	26.83'
L240	N15°03'20"E	3.00'
L241	N74°56'40"W	19.00'
L242	S15°03'20"W	3.00'
L243	N74°56'40"W	26.83'
L244	S15°03'20"W	1.50'
L245	N74°56'40"W	6.83'
L246	N15°03'20"E	1.50'
L247	N74°56'40"W	7.83'
L248	N15°03'20"E	20.33'
L249	N74°56'40"W	2.00'
L250	N15°03'20"E	2.50'
L251	S74°56'40"E	1.00'
L252	N15°03'20"E	9.33'
L253	N74°56'40"W	1.00'
L254	N15°03'20"E	2.50'
L255	S74°56'40"E	2.00'
L256	N15°03'20"E	20.33'
L257	S74°56'40"E	7.83'
L258	N15°03'20"E	1.50'
L259	S74°56'40"E	6.83'
L260	S15°03'20"W	1.50'
L261	S74°56'40"E	19.75'
L262	N15°03'20"E	3.50'
L263	S74°56'40"E	5.00'
L264	N15°03'20"E	1.50'
L265	S74°56'40"E	3.00'
L266	S15°03'20"W	2.00'
L267	N74°56'40"W	0.92'
L268	S15°03'20"W	6.00'
L269	S74°56'40"E	19.00'
L270	N15°03'20"E	6.00'
L271	N74°56'40"W	0.92'
L272	N15°03'20"E	2.00'
L273	S74°56'40"E	3.00'
L274	S15°03'20"W	1.50'
L275	S74°56'40"E	5.00'
L276	S15°03'20"W	3.50'
L277	S74°56'40"E	19.75'
L278	N15°03'20"E	1.50'
L279	S74°56'40"E	6.83'
L280	S15°03'20"W	1.50'
L281	S74°56'40"E	7.83'
L282	N15°03'20"E	0.25'
L283	N74°56'40"W	4.25'
L284	N15°03'20"E	13.00'
L285	N74°56'40"W	4.25'
L286	N15°03'20"E	0.25'
L287	N74°56'40"W	9.50'
L288	S74°56'40"E	9.50'
L289	N15°03'20"E	48.99'
L290	S74°56'40"E	9.50'
L291	N74°56'40"W	9.50'

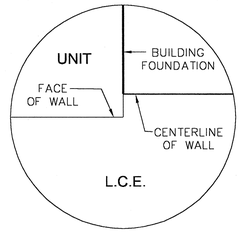
DETAIL "A"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



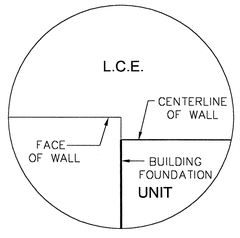
DETAIL "B"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



DETAIL "C"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



DETAIL "D"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



DEI Professional Services, LLC
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Fax: (602)944-8605

1982 - 2008
26 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 33315
JASON R. KACK
Date Signed 4/18/08
ARIZONA, U.S.A.
Expires 03/31/2011

CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA - FIRST AMENDMENT
AVONDALE, ARIZONA

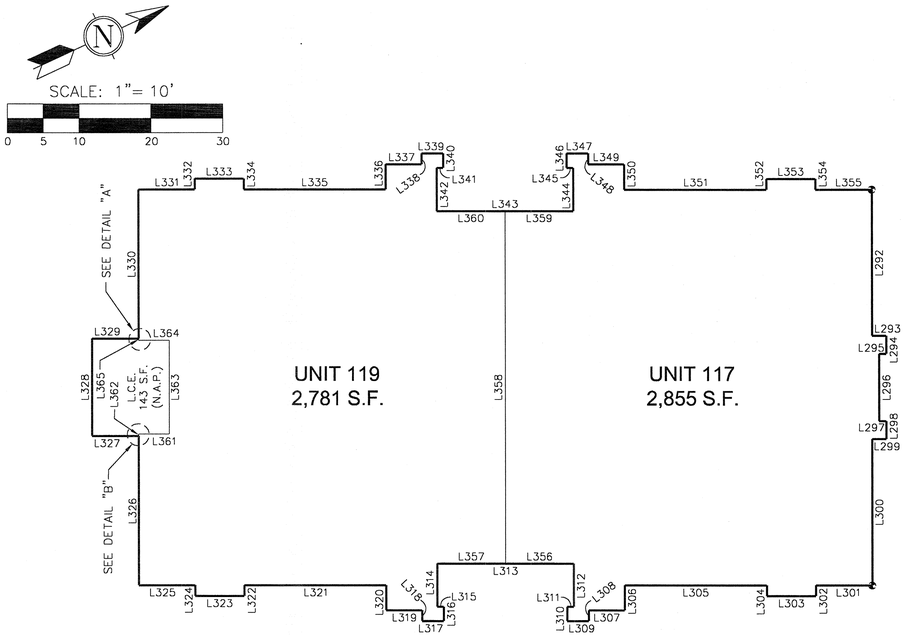
REVISIONS

DATE:	6/23/08
PROJ. NO:	07051
DESIGN:	
DRAWN:	CJH
CHECK:	DAM
SCALE:	1"=10'
CAD FILE:	SEE LEFT

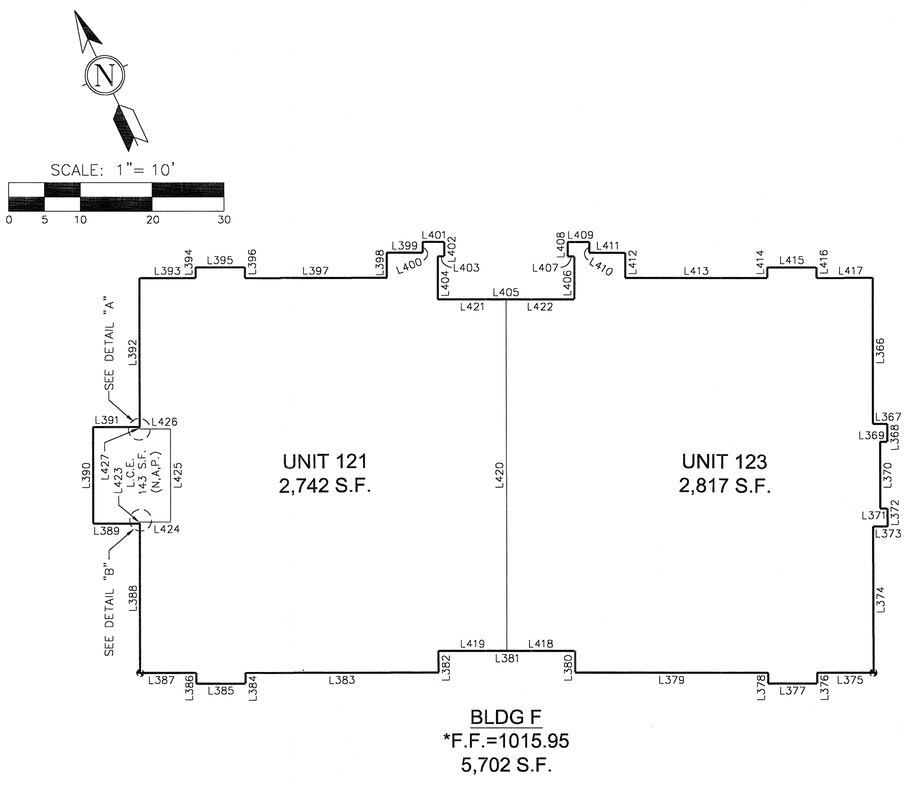
AMENDED CONDOMINIUM PLAT

M:\Field_Data\00 LDD_DATA\07051_CORONADO\dwg\07051_AMENDED_CONDO_PLAT\3DSN.dwg - 06/16/08

Two working days before you dig CALL FOR THE BLUE STAKES 263-1100 Blue Stake Center CALL COLLECT



BLDG E
*F.F.=1016.90
5,779 S.F.



BLDG F
*F.F.=1015.95
5,702 S.F.

LEGEND

L.C.E.	LIMITED COMMON ELEMENT
*F.F.	FINISH FLOOR ELEVATION (SEE BENCHMARK NARRATIVE)
S.F.	SQUARE FEET
⊗	BUILDING TIE SYMBOL
B.S.M.	BOTTOM OF STRUCTURAL MEMBER
(N.A.P.)	NOT-A-PART

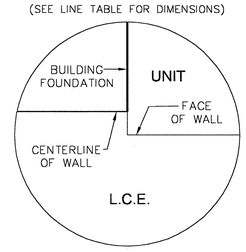
LINE TABLE – BUILDING E

LINE	BEARING	DISTANCE
L292	S64°59'49"E	20.42'
L293	N25°00'11"E	2.00'
L294	S64°59'49"E	2.50'
L295	S25°00'11"W	1.00'
L296	S64°59'49"E	9.33'
L297	N25°00'11"E	1.00'
L298	S64°59'49"E	2.50'
L299	S25°00'11"W	2.00'
L300	S64°59'49"E	20.42'
L301	S25°00'11"W	7.83'
L302	S64°59'49"E	1.50'
L303	S25°00'11"W	6.83'
L304	N64°59'49"W	1.50'
L305	S25°00'11"W	19.75'
L306	S64°59'49"E	3.50'
L307	S25°00'11"W	5.00'
L308	S64°59'49"E	1.50'
L309	S25°00'11"W	3.00'
L310	N64°59'49"W	2.00'
L311	N25°00'11"E	0.92'
L312	N64°59'49"W	6.00'
L313	S25°00'11"W	19.00'
L314	S64°59'49"E	6.00'
L315	N25°00'11"E	0.92'
L316	S64°59'49"E	2.00'
L317	S25°00'11"W	3.00'
L318	N64°59'49"W	1.50'
L319	S25°00'11"W	5.00'
L320	N64°59'49"W	3.50'
L321	S25°00'11"W	19.75'
L322	S64°59'49"E	1.50'
L323	S25°00'11"W	6.83'
L324	N64°59'49"W	1.50'
L325	S25°00'11"W	7.83'
L326	N64°59'49"W	20.84'
L327	S25°00'11"W	6.50'
L328	N64°59'49"W	13.50'
L329	N25°00'11"E	6.50'
L330	N64°59'49"W	20.84'
L331	N25°00'11"E	7.83'
L332	N64°59'49"W	1.50'
L333	N25°00'11"E	6.83'
L334	S64°59'49"E	1.50'
L335	N25°00'11"E	19.75'
L336	N64°59'49"W	3.50'
L337	N25°00'11"E	5.00'
L338	N64°59'49"W	1.50'
L339	N25°00'11"E	3.00'
L340	S64°59'49"E	2.00'
L341	S25°00'11"W	0.92'
L342	S64°59'49"E	6.00'
L343	N25°00'11"E	19.00'
L344	N64°59'49"W	6.00'
L345	S25°00'11"W	0.92'
L346	N64°59'49"W	2.00'
L347	N25°00'11"E	3.00'
L348	S64°59'49"E	1.50'
L349	N25°00'11"E	5.00'
L350	S64°59'49"E	3.50'
L351	N25°00'11"E	19.75'
L352	N64°59'49"W	1.50'
L353	N25°00'11"E	6.83'
L354	S64°59'49"E	1.50'
L355	N25°00'11"E	7.83'
L356	S25°00'11"W	9.50'
L357	N25°00'11"E	9.50'
L358	N64°59'49"W	49.17'
L359	S25°00'11"W	9.50'
L360	N25°00'11"E	9.50'
L361	N25°00'11"E	4.25'
L362	S64°59'49"E	0.25'
L363	S64°59'49"E	13.00'
L364	N25°00'11"E	4.25'
L365	N64°59'49"W	0.25'

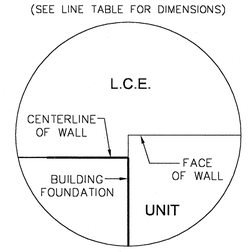
LINE TABLE – BUILDING F

LINE	BEARING	DISTANCE
L366	N24°58'31"E	20.33'
L367	N65°01'29"W	2.00'
L368	N24°58'31"E	2.50'
L369	S65°01'29"E	1.00'
L370	N24°58'31"E	9.33'
L371	N65°01'29"W	1.00'
L372	N24°58'31"E	2.50'
L373	S65°01'29"E	2.00'
L374	N24°58'31"E	20.33'
L375	S65°01'29"E	7.83'
L376	N24°58'31"E	1.50'
L377	S65°01'29"E	6.83'
L378	S24°58'31"W	1.50'
L379	S65°01'29"E	26.83'
L380	S24°58'31"W	3.00'
L381	S65°01'29"E	19.00'
L382	N24°58'31"E	3.00'
L383	S65°01'29"E	26.83'
L384	N24°58'31"E	1.50'
L385	S65°01'29"E	6.83'
L386	S24°58'31"W	1.50'
L387	S65°01'29"E	7.83'
L388	S24°58'31"W	20.74'
L389	S65°01'29"E	6.50'
L390	S24°58'31"W	13.50'
L391	N65°01'29"W	6.50'
L392	S24°58'31"W	20.75'
L393	N65°01'29"W	7.83'
L394	S24°58'31"W	1.50'
L395	N65°01'29"W	6.83'
L396	N24°58'31"E	1.50'
L397	N65°01'29"W	19.75'
L398	S24°58'31"W	3.50'
L399	N65°01'29"W	5.00'
L400	S24°58'31"W	1.50'
L401	N65°01'29"W	3.00'
L402	N24°58'31"E	2.00'
L403	S65°01'29"E	0.92'
L404	N24°58'31"E	6.00'
L405	N65°01'29"W	19.00'
L406	S24°58'31"W	6.00'
L407	S65°01'29"E	0.92'
L408	S24°58'31"W	2.00'
L409	N65°01'29"W	3.00'
L410	N24°58'31"E	1.50'
L411	N65°01'29"W	5.00'
L412	N24°58'31"E	3.50'
L413	N65°01'29"W	19.75'
L414	S24°58'31"W	1.50'
L415	N65°01'29"W	6.83'
L416	N24°58'31"E	1.50'
L417	N65°01'29"W	7.83'
L418	N65°01'29"W	9.50'
L419	S65°01'29"E	9.50'
L420	N24°58'31"E	48.99'
L421	S65°01'29"E	9.50'
L422	N65°01'29"W	9.50'
L423	N24°58'31"E	0.25'
L424	S65°01'29"E	4.25'
L425	N24°58'31"E	13.00'
L426	S65°01'29"E	4.25'
L427	N24°58'31"E	0.25'

DETAIL "A"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



DETAIL "B"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



DEI Professional Services, LLC
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Phone: (602)954-0038
Fax: (602)954-8605

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26 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 33315
JASON R. KACK
Date Signed 1/16/09
ARIZONA, U.S.A.
Expires 03/31/2011

CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA - FIRST AMENDMENT
AVONDALE, ARIZONA

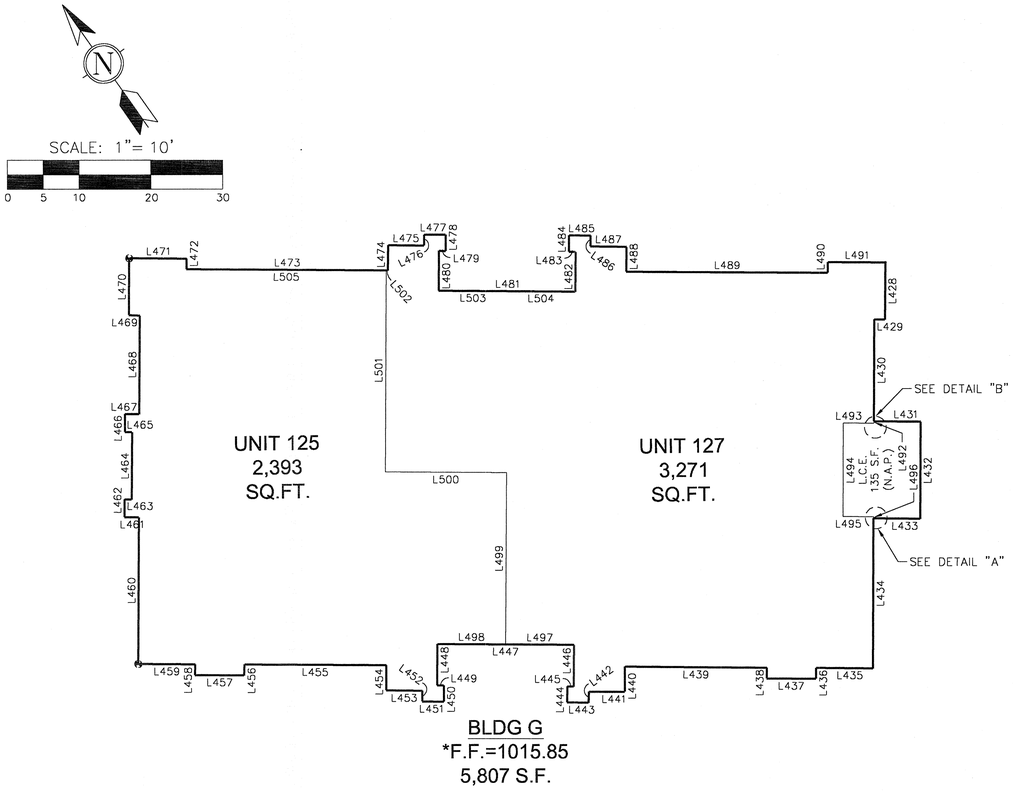
REVISIONS

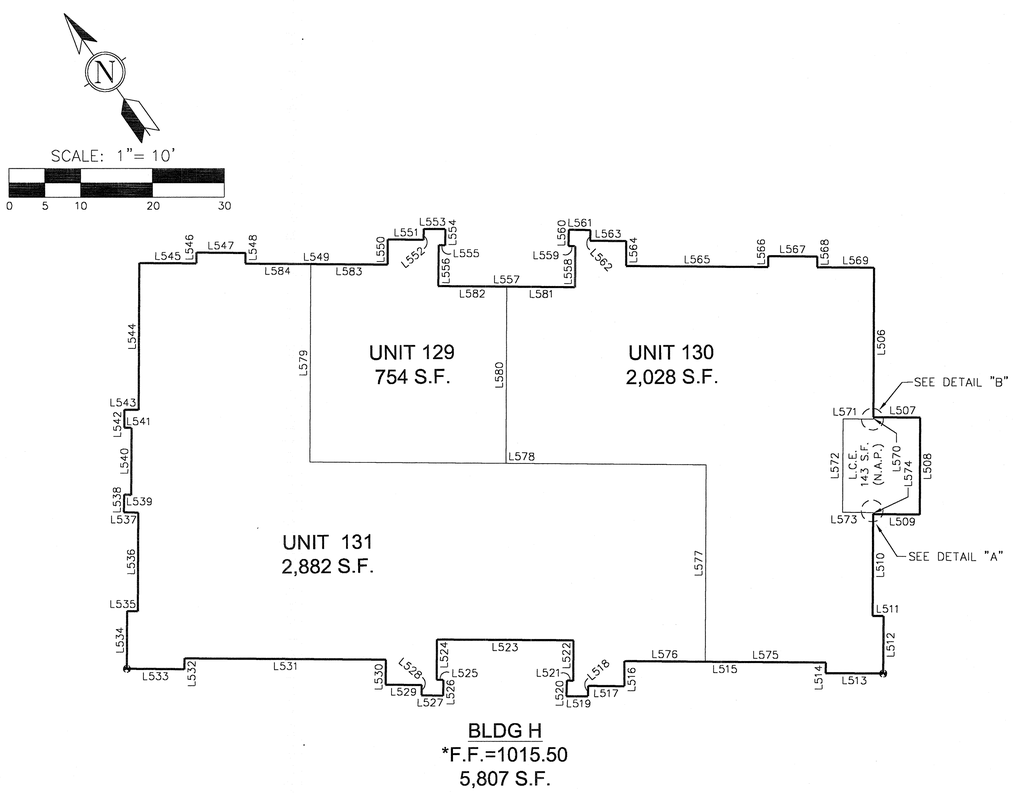
DATE:	6/23/08
PROJ. NO:	07051
DESIGN:	
DRAWN:	CJH
CHECK:	DAM
SCALE:	1"=10'
CAD FILE:	SEE LEFT

AMENDED CONDOMINIUM PLAT

M:\Field_Data\00 LDD_DATA\07051_CORONADO\dwg\07051_AMENDED_CONDO_PLAT.dwg - 08/16/08

Two working days before you dig CALL FOR THE BLUE STAKES 263-1100 Blue Stake Center CALL COLLECT





LEGEND

L.C.E.	LIMITED COMMON ELEMENT
*F.F.	FINISH FLOOR ELEVATION (SEE BENCHMARK NARRATIVE)
S.F.	SQUARE FEET
✪	BUILDING TIE SYMBOL
B.S.M.	BOTTOM OF STRUCTURAL MEMBER
(N.A.P.)	NOT-A-PART

LINE TABLE – BUILDING G

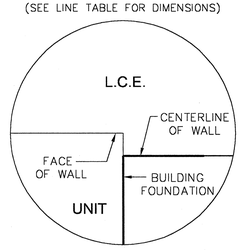
LINE	BEARING	DISTANCE
L428	N35°20'43"E	8.00'
L429	S54°39'17"E	1.50'
L430	N35°20'43"E	14.20'
L431	N54°39'17"W	6.50'
L432	N35°20'43"E	13.50'
L433	S54°39'17"E	6.50'
L434	N35°20'43"E	20.88'
L435	S54°39'17"E	7.92'
L436	N35°20'43"E	1.50'
L437	S54°39'17"E	6.83'
L438	S35°20'43"W	1.50'
L439	S54°39'17"E	19.75'
L440	N35°20'43"E	3.50'
L441	S54°39'17"E	5.00'
L442	N35°20'43"E	1.50'
L443	S54°39'17"E	3.00'
L444	S35°20'43"W	2.25'
L445	N54°39'17"W	0.92'
L446	S35°20'43"W	5.75'
L447	S54°39'17"E	19.00'
L448	N35°20'43"E	5.75'
L449	N54°39'17"W	0.92'
L450	N35°20'43"E	2.25'
L451	S54°39'17"E	3.00'
L452	S35°20'43"W	1.50'
L453	S54°39'17"E	5.00'
L454	S35°20'43"W	3.50'
L455	S54°39'17"E	19.75'
L456	N35°20'43"E	1.50'
L457	S54°39'17"E	6.83'
L458	S35°20'43"W	1.50'
L459	S54°39'17"E	7.92'
L460	S35°20'43"W	20.46'
L461	S54°39'17"E	2.00'
L462	S35°20'43"W	2.50'
L463	N54°39'17"W	1.00'
L464	S35°20'43"W	9.33'
L465	S54°39'17"E	1.00'
L466	S35°20'43"W	2.50'
L467	N54°39'17"W	2.00'
L468	S35°20'43"W	13.78'
L469	S54°39'17"E	1.50'
L470	S35°20'43"W	8.00'
L471	N54°39'17"W	8.00'
L472	N35°20'43"E	1.50'
L473	N54°39'17"W	28.00'
L474	S35°20'43"W	3.50'
L475	N54°39'17"W	5.00'
L476	S35°20'43"W	1.50'
L477	N54°39'17"W	3.00'
L478	N35°20'43"E	2.25'
L479	S54°39'17"E	0.92'
L480	N35°20'43"E	5.57'
L481	N54°39'17"W	19.00'
L482	S35°20'43"W	5.57'
L483	S54°39'17"E	0.92'
L484	S35°20'43"W	2.25'
L485	N54°39'17"W	3.00'
L486	N35°20'43"E	1.50'
L487	N54°39'17"W	5.00'
L488	N35°20'43"E	3.50'
L489	N54°39'17"W	28.00'
L490	S35°20'43"W	1.50'
L491	N54°39'17"W	8.00'
L492	S35°20'43"W	0.25'
L493	N54°39'17"W	4.25'
L494	S35°20'43"W	13.00'
L495	N54°39'17"W	4.25'
L496	S35°20'43"W	0.25'
L497	N54°39'17"W	9.50'
L498	S54°39'17"E	9.50'
L499	N35°20'43"E	23.96'
L500	S54°39'17"E	16.83'
L501	N35°20'43"E	28.12'
L502	S54°39'17"E	0.25'
L503	S54°39'17"E	9.50'
L504	N54°39'17"W	9.50'
L505	S54°39'17"E	27.75'

LINE TABLE – BUILDING H

LINE	BEARING	DISTANCE
L506	S35°22'00"W	20.88'
L507	S54°38'00"E	6.50'
L508	S35°22'00"W	13.50'
L509	N54°38'00"W	6.50'
L510	S35°22'00"W	14.20'
L511	S54°38'00"E	1.50'
L512	S35°22'00"W	8.00'
L513	N54°38'00"W	8.00'
L514	N35°22'00"E	1.50'
L515	N54°38'00"W	28.00'
L516	S35°22'00"W	3.50'
L517	N54°38'00"W	5.00'
L518	S35°22'00"W	1.50'
L519	N54°38'00"W	3.00'
L520	N35°22'00"E	2.25'
L521	S54°38'00"E	0.92'
L522	N35°22'00"E	5.57'
L523	N54°38'00"W	19.00'
L524	S35°22'00"W	5.57'
L525	S54°38'00"E	0.92'
L526	S35°22'00"W	2.25'
L527	N54°38'00"W	3.00'
L528	N35°22'00"E	1.50'
L529	N54°38'00"W	5.00'
L530	N35°22'00"E	3.50'
L531	N54°38'00"W	28.00'
L532	S35°22'00"W	1.50'
L533	N54°38'00"W	8.00'
L534	N35°22'00"E	8.00'
L535	S54°38'00"E	1.50'
L536	N35°22'00"E	13.78'
L537	N54°38'00"W	2.00'
L538	N35°22'00"E	2.50'
L539	S54°38'00"E	1.00'
L540	N35°22'00"E	9.33'
L541	N54°38'00"W	1.00'
L542	N35°22'00"E	2.50'
L543	S54°38'00"E	2.00'
L544	N35°22'00"E	20.47'
L545	S54°38'00"E	7.92'
L546	N35°22'00"E	1.50'
L547	S54°38'00"E	6.83'
L548	S35°22'00"W	1.50'
L549	S54°38'00"E	19.75'
L550	N35°22'00"E	3.50'
L551	S54°38'00"E	5.00'
L552	N35°22'00"E	1.50'
L553	S54°38'00"E	3.00'
L554	S35°22'00"W	2.25'
L555	N54°38'00"W	0.92'
L556	S35°22'00"W	5.75'
L557	S54°38'00"E	19.00'
L558	N35°22'00"E	5.75'
L559	N54°38'00"W	0.92'
L560	N35°22'00"E	2.25'
L561	S54°38'00"E	3.00'
L562	S35°22'00"W	1.50'
L563	S54°38'00"E	5.00'
L564	S35°22'00"W	3.50'
L565	S54°38'00"E	19.75'
L566	N35°22'00"E	1.50'
L567	S54°38'00"E	6.83'
L568	S35°22'00"W	1.50'
L569	S54°38'00"E	7.92'
L570	N35°22'00"E	0.25'
L571	N54°38'00"W	4.25'
L572	N35°22'00"E	13.00'
L573	N54°38'00"W	4.25'
L574	N35°22'00"E	0.25'
L575	N54°38'00"W	16.75'
L576	S54°38'00"E	11.25'
L577	S35°22'00"W	27.45'
L578	S54°38'00"E	55.08'
L579	S35°22'00"W	27.63'
L580	N35°22'00"E	24.63'
L581	N54°38'00"W	9.50'
L582	S54°38'00"E	9.50'
L583	N54°38'00"W	10.67'
L584	S54°38'00"E	9.08'

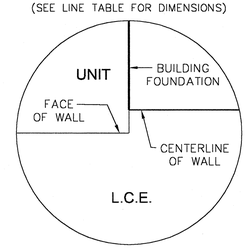
DETAIL "A"
L.C.E./BUILDING TIE

NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



DETAIL "B"
L.C.E./BUILDING TIE

NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



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Fax: (602)944-8605

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REGISTERED LAND SURVEYOR
CERTIFICATE NO. 33315
JASON R. KACK
Date Signed 9/16/08
ARIZONA, U.S.A.
Expires 03/31/2011

CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA - FIRST AMENDMENT
AVONDALE, ARIZONA

REVISIONS

DATE:	6/23/08
PROJ. NO:	07051
DESIGN:	
DRAWN:	CJH
CHECK:	DAM
SCALE:	1"=10'
CAD FILE:	SEE LEFT

AMENDED CONDOMINIUM PLAT

M:\Field_Data\00 LDD_DATA\07051_CORONADO\dwg\07051_AMENDED_CONDO_PLAT\3DSN.dwg - 09/16/08

Two working days before you dig
CALL FOR THE BLUE STAKES
263-1100
Blue Stake Center
CALL COLLECT

Exhibit G

Building/Unit Square Footage Matrix

	Approved	Proposed
Building A		
Unit 101	2,736	2,795
Unit 103	2,819	2,869
Building B		
Unit 105	1,361	1,395
Unit 106	1,402	1,433
Unit 107	1,375	1,399
Unit 108	1,417	1,437
Building C		
Unit 109	2,800	2,855
Unit 111	2,718	2,781
Building D		
Unit 113	2,767	2,817
Unit 115	2,685	2,742
Building E		
Unit 117	2,800	2,855
Unit 119	2,718	2,781
Building F		
Unit 121	2,685	2,742
Unit 123	2,767	2,817
Building G		
Unit 125	1,417	2,393
Unit 126	1,375	Absorbed into Unit 125
Unit 127	1,402	3,271
Unit 128	1,361	Absorbed into Unit 127
Building H		
Unit 129	1,402	754
Unit 130	1,361	2,028
Unit 131	1,417	2,882
Unit 132	1,375	Absorbed into Unit 131

CITY COUNCIL REPORT

SUBJECT:
Contract Award - Kronos Time Keeping Solution

MEETING DATE:
November 3, 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 the transfer of $218,253 from 2008/2009 contingency account to acount 101-5122-00-8011 and approve the contract with Kronos to purchase and implement a time keeping solution in the amount of $218,253 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The current plan for capturing time worked is for each employee to log onto a computer and enter their time via an internal web site. Supervisors or managers would then review the time and submit for approval to Human Resources. Request for time away from the office, sick or vacation time, would also be completed via the web site. As the implementation of Lawson (the Human Resources Information Management System) progresses, it has been identified that a more efficient and accurate method of capturing time could be implemented.

DISCUSSION:

Through the implementation of a biometric time clock entry system, employees would scan their fingerprint at a time terminal upon arrival at work and then again upon leaving work. At the terminal the staff member would have the ability to request vacation time, enter sick time, view leave balances and approve time sheets. This would avoid employees seeking an open computer, logging in and entering time, speeding up the process of entering time worked.

Upon the completion of a payroll week, employees would approve their time sheet at the terminal and the recorded information would then be then routed to managers and supervisors for approval and then passed onto HR for processing. Advantages to implementing a time clock system would are:

- Tracking time for employees becomes easier and quicker
- Ability to check and request time out of the office from time kiosks
- Approval of time sheets at time kiosks
- Elimination of remembering and entering time bi-weekly at computer terminals or spreadsheets
- Accuracy and honesty in recording time - all calculations are automated
- Reallocation of support staff used for collecting and entering time sheet information: It frees up an average total time between departments of 127 hours per pay period and allows these employees to focus on other projects within the departments and/or within the city
- Paperless- Going Green!
- Empowering employees to manage their own leave (direct access to leave balance information)

BUDGETARY IMPACT:

A quote of $208,253 one-time expense has been provided by Kronos through the Mohave Purchasing Contract. Cabling cost for attaching the time clocks to the network will be $10,000.00 for a grand total of $218,253. Funding for this project will be from account number 101-5122-00-8011. Annual support is based upon the number of purchased licenses, in 2009/2010 fiscal year the total on-going expense will be $14,805. The estimated pay back time for costs to be recovered through the savings of 127 hours per pay period is approximately three years.

RECOMMENDATION:

Staff recommends that the City Council approve the transfer of $218,253 from 2008/2009 contingency account to account 101-5122-00-8011 and approve the contract with Kronos to purchase and implement a time keeping solution in the amount of $218,253 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Kronos Statement of Work
- Kronos Order Form
- Agreement
- Depot Exchange Agreement

Statement of Work

For the Online Implementation of

Workforce Timekeeper

Prepared for City of Avondale

Created:	October 27, 2008	Expires:	January 25, 2009
Prepared By:	Brenda Lyle blyle@kronos.com	Filename:	CITY OF AVONDALE V2 SOW 10-28-08.doc
Pre-Sales Consultant:	Karen Emerson	Tool Name:	ESQ Version 6.0.13

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1 EXECUTIVE SUMMARY

1.1 DOCUMENT PURPOSE

Kronos is pleased to be considered a Workforce Management business partner with City of Avondale. The purpose of this document is to provide an outline of the work required and the professional services estimated for your Kronos solution.

This document defines Kronos' current understanding of the engagement's objectives, scope, assumptions, risks and constraints and is based upon information gathered during conversations with City of Avondale during the sales cycle, with the key assumption that Kronos and City of Avondale will jointly staff the project team during the project lifecycle.

This Statement of Work provides a documented basis for making future decisions and for confirming or developing a common understanding of project scope among the stakeholders. Any change to the assumptions in this document or the discovery of increased complexity during the engagement will be considered a change in the scope of the professional services, and will be managed through Kronos' standard Change Control procedures.

For detailed information regarding project scope & assumptions, project complexity and risk areas, please see the sections of the document after the approval page. Please note that signing the approval section includes approval of the Detailed Project Scope and Assumptions sections.

1.2 PROJECT OVERVIEW

Kronos Essentials is an innovative program that helps small to mid-sized organizations reap the benefits of the industry's leading workforce management solution -- Kronos Workforce Central. This tailored solution of products and services will automate your employee-centric processes without forcing you into a pre-built, limited application.

The purpose of this document is to estimate the services required for the online implementation of Kronos products purchased by City of Avondale. This estimate is based upon the implementation assumptions listed below. Any change to the assumptions or discovery of increased complexity will be considered a change of scope.

1.3 PROPOSED SOLUTION

1.3.1 WORKFORCE TIMEKEEPER

	Total Estimated Professional Services Hours	Total Estimated Professional Services Dollars
Workforce Timekeeper V6.0	70	$13,300
Delegate Authority - PHASE II	32	$6,080
Process Manager Templates - PHASE II	29	$5,510
Workforce Connect - Import Employees	9	$1,710
Workforce Connect - Import Accrual Balances	4	$760
Configure Additional 4500 Numeric Bar Code Touch ID Fingerprint Verification Option Timekeeper Terminals	18	$3,420
Install/Configure Touch ID Software	4	$760
20 Pay Rule(s)	40	$7,600
4 Shift Differential(s)	2	$380
4 Overtime Rule(s)	0	$0
10 Basic Accrual Rule(s)	0	$0
Totals	**208**	**$ 39,520**

Additional Professional Service Hours		
Application Consultant (Remote)	24	$4,560

Additional Professional Services hours will be used as follows:

Government Complexity.

*The hours estimated will be confirmed when the detailed assessment is completed which could result in more or less hours.

Professional Services Grand Totals:	**232 Hours**	**$44,080**
Education Services		**$16,125**

1.4 IMPLEMENTATION APPROACH

A Remote delivery method will be used for this implementation. The benefits of this approach are:

- Unique Momentum Online™ methodology speeds adoption and return on investment with remote implementation delivered by secure internet access with phone and online interaction, and with minimal impact on your business.
- Efficient Implementation process. We won't waste your time with starts and stops. We'll deliver a solid plan delivered by a seasoned team of experts who get it right the first time.
- A variety of convenient training options to fit any budget - at your desk, at our offices, or at yours.

1.5 TRAVEL REQUIREMENTS

Billable travel expenses will be charged pursuant to the terms and conditions contained within the KRONOS SALES, SOFTWARE LICENSE AND SERVICE AGREEMENT. In certain instances specialized resources may be used that require the payment of airfare, lodging and related travel expenses. Also, if any portion of online services are changed to on-site services, and agreed to by City of Avondale and Kronos, an appropriate change in travel hours will occur. Customers shall be made aware of any such instance(s) during the sales or Change Order process.

Number of miles (one-way) from the nearest Kronos office to the Customer's site:	< 50
The total estimated Travel hours for this engagement are:	0

1.6 RESOURCE REQUIREMENTS

This project involves shared risk by both Kronos and City of Avondale. Kronos' experience has shown that the project team needs to be aware of their level of involvement in the implementation of the Kronos solution as the project is being planned. Common risks in any project surround customer resource availability due to competing priorities from daily tasks and other responsibilities.

In some organizations, the resource available in one organizational role may be able to cover more than one project role. If any of the customer specified roles are not available in your organization, please contact your Kronos representative as this may impact the professional services required, or the implementation approach recommended, to complete a successful project for your organization.

1.7 APPROVALS

SUBMITTED AND APPROVED BY KRONOS ONLINE PRACTICE MANAGEMENT

By: Carey Manassa _____ Date: 10-28-2008 ____

By signing below and by signing the Sales Agreement and Software License, Customer agrees to purchase the Services described above.

Very truly yours,

Kronos Incorporated

ACCEPTED AND AGREED

City of Avondale

By: _____ Date: _____

Title: _____

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2 DETAILED PROJECT SCOPE AND ASSUMPTIONS

The following solution details have been discovered through analysis with City of Avondale throughout the Sales Cycle, and form the scope by which this project will be managed. Where necessary, additional assumptions have also been made, in order to estimate the Professional Services hours and tasks required for City of Avondale's solution.

Solution analysis and design may be performed during the Assess Phase(s) of the project in order for both parties to mutually agree on the Solution Design. If the solution or assumptions defined in this document change, Kronos and City of Avondale will review and adjust the project scope and budget accordingly through standard Kronos change control procedures.

2.1 BASIC PACKAGE ASSUMPTIONS

Assumptions for Workforce Timekeeper	
Number of Employees licensed for Workforce Timekeeper:	650
The number of Managers that will be supported is:	150
Number of Sites:	10
Number of Unions:	One or less
Number of Shift Differentials:	4
Number of Overtime Rules:	4
Number of Basic Accrual Rules:	10
Number of Pay/Work Rules:	20
Timekeeper Functions are Centralized:	Yes
Workforce Connect Licenses are included	Yes

2.2 ADDITIONAL ASSUMPTIONS

1. Commitment from City of Avondale upper management is crucial to the success of the project. Kronos assumes City of Avondale will assign a Project Executive Sponsor. The Executive Sponsor is responsible for implementing the necessary change management for City of Avondale to embrace using an automated Workforce Management system and for ensuring the Project Team is appropriately staffed, made available and is executing their tasks according to the Project Plan.
2. Kronos requires notification for the cancellation of rescheduling of Kronos personnel. City of Avondale will be charged for failure to meet the following notification requirements:

   Within 48 hours - 50% of planned charges are invoiced for scheduled work.

   Within 24 hours - 100% of planned charges are invoiced for scheduled work.
3. Phase II products or functionality identified in this document will begin implementation after the completion and sign-off of the Production & Support Milestone for all products and functionality implemented in Phase I.

4. City of Avondale is responsible for developing their workforce management policies and for documenting and disseminating business procedures and policy changes to support the Kronos system.
5. City of Avondale's information technology support personnel will adhere to the project timeline and responsibilities.
6. City of Avondale's Project Team will attend appropriate Kronos training prior to participating in the implementation and properly support the application post-implementation.
7. City of Avondale understands Kronos recommends setup of both a TEST and PRODUCTION environment.
8. City of Avondale understands that all sites will be rolled out at the same time and not one site at a time.
9. Generic data access profiles will not be included in this implementation. Generic data access profiles allow you to restrict access to specific pay rule and accrual rule configuration data from users who create and update these policy rules in different areas of your organization. Generic Data access profiles are most likely to be used by multinational companies who wish to "hide" one country's policies and configuration from another country's configuration users. Additional hours may be required to implement generic data access profiles. If this feature is needed, a separate, more in-depth discovery will be conducted, and additional hours may be required.
10. The customization of the visual theme of Workforce Central is limited to that of a shallow theme. Documentation is provided in order for City of Avondale's graphic designer to make more in-depth customizations to the theme.
11. City of Avondale will take ownership of the Kronos system during implementation and maintain it after go-live.
12. Custom Reports are not included.
13. Kronos generally finds that our standard reports library, and the ability to export to Excel is sufficient for passing data to benefit providers. In cases where this capability does not meet the City of Avondale's benefit provider's specifications, Kronos will advise City of Avondale of options and any additional costs required to meet the specifications.

2.3 TIMEKEEPER TERMINALS

The number of Model 4500 Numeric Bar Code Touch ID Fingerprint Verification Option Timekeeper Terminals to be configured is: 20

City of Avondale is responsible for the physical installation of all Timekeeper Terminals and Employee enrollment with Touch ID.

2.4 STANDARD INTERFACES

This implementation includes standard interface(s). Standard interfaces are pre-built to match standard 3rd party products, and are in some cases, simple fixed file formats. When Kronos provides data via an interface to a non-Kronos system, Kronos will provide an export file. It is the responsibility of City of Avondale or the 3rd party to import that data file to update the appropriate database.

Standard Interfaces included:

The Customer's Payroll vendor is: Lawson

The version the Customer is running is: Unknown

Interface Customization:

In the event that a standard interface(s) require customization, an estimate and change order (if applicable) will be presented to City of Avondale for approval. Some examples of scenarios which will require customizations include, but are not limited to:

- Changes only
- A non one-to-one relationship between Pay Codes and Compensation Codes
- Calculations (i.e., percentages, wage manipulations, etc.)
- Table lookups
- Labor Level transfers
- Passing premium hours
- G/L Customization

Interface From	Interface To	Comments
Kronos	Lawson	Payroll
Lawson	Kronos	Employee Import
Lawson	Kronos	Accruals

2.5 ADDITIONAL PROFESSIONAL SERVICES

Import Employees, One Time	Not Included
Workforce Connect - Import Employees	Included
Workforce Connect - Import Accrual Balances	Included
Workforce Connect - Import Managers, Labor Level Entries or Labor Level Sets	Not Included
Workforce Connect - Non-standard Payroll	Not Included
Process Manager Templates	2 Templates
Delegate Authority	2 Templates
Workforce Activities	Not Included
Workforce Attendance (Phase II)	Not Included
Workforce Leave (Phase II)	Not Included
Workforce Analytics (Phase II)	Not Included
Workforce Scheduler (Phase II)	Not Included
Scheduler Generator	Not Included
Workforce Connect Interface for Workload Generator	Not Included
Priority Scheduling Engine	Not Included
Workforce Portal (Phase II)	Not Included
Configure 18 Additional Model 4500 Numeric Bar Code Touch ID Fingerprint Verification Option Timekeeper Terminal(s)	Included

2.6 PRODUCT MAINTENANCE

The selected maintenance level is: Gold

Breakdown of support offerings:

	Gold	Platinum
7 x 24 Telephone Support		X
Senior Specialists		X
5 x 12 Telephone Support	X	
Web-Based Expertise	X	X
eCase Management	X	X
Software Assurance	X	X

2.7 CUSTOMER ROLES AND RESPONSIBILITIES

Based on Kronos implementation experience, the following roles are critical for the successful implementation of the Kronos system:

Title	Suggested Qualifications
Project Manager	Experienced Project Manager with successful track record.
Payroll Supervisor	Complete comprehension of your time, attendance, and payroll policies. Strong oral and written skills.
Human Resources Manager	Complete comprehension of your time, attendance, accrual and payroll policies. Strong oral and written skills.
Database Administrator	Experienced with backup and recovery plan creation and implementation of database engine.
Network Administrator	Complete knowledge of the organization's network, future plans, and outstanding issues or problems. Technical knowledge of network connectivity, and strong network troubleshooting skills.
System Administrator	Experienced System Administrator with two years of experience.
Desktop Services Administrator	Knowledgeable Desktop Administrator.
Help Desk	Knowledgeable in Windows and Intel based applications
Web Master	Knowledgeable in Apache, Sun ONE, or Microsoft Internet Information Server.

City of Avondale understands and agrees that unqualified or unavailable staff will delay the implementation of the Kronos system and may require **City of Avondale** to purchase additional Services from Kronos. If any of the above positions are not available in your organization, please contact your Kronos representative or a third-party vendor.

City of Avondale Time Requirements: Kronos estimates **City of Avondale** resources will be required to spend at least two times that of Kronos resources.

2.8 EDUCATIONAL SERVICES ESTIMATE

As a Kronos customer you will also have access to online course descriptions, schedules, availability and registration, and once you are fully implemented, you'll be able to use online registration.

For complete course descriptions, objectives, and pre-requisite information, please see the Kronos Education Catalog that your Kronos salesperson will provide, or visit www.kronos.com/education/education.htm. For information on Kronos Virtual Classroom (KVC) offerings, please visit http://kvc.kronos.com.

All **Educational Services identified by either "TRAINPTS" or "TRAINPTSHRMS"** are priced **per student** per class/session unless otherwise noted.

The following courses with a recommended number of students (where applicable) per course are included:

Course	Product	No. of Students	Training Points or Price	Extended Price
	PROJECT TEAM TRAINING, Workforce Timekeeper			
TRAINPTS	Workforce Timekeeper Project Team Fundamentals (3 Sessions)	5	525	$2,625
TRAINPTS	Workforce Timekeeper 6.0 Managing Timecards and Preparing for Payroll	3	1,000	$3,000
TRAINPTS	Workforce Timekeeper 6.0 Architecture and Technology	1	1300	$1,300
	PRE TRAINING, POST TRAINING, AND REFRESHER SKILLS			
8602748-001	KnowledgePass Education Subscription	1	$2,000	$2,000
TRAINPTS	Workforce Timekeeper 6.0 Configuring and Managing Pay Rules	2	2400	$4,800
TRAINPTS	Data Collection Manager 6.0 and the Kronos Series 4000 Terminal	1	1200	$1,200
TRAINPTS	Workforce Timekeeper 6.0 Administering the Application	1	1,200	$1,200

	Total Points	Net Price
Training Points	14,125	**$14,125**
Educational Services Products		**$2,000**

The total price of the Education Services package is:	**$16,125**

2.8.1 END USER EDUCATION HAS NOT BE INCLUDED

Kronos is committed to your organization's implementation. Educating your end users is vital to the success of any project. Industry measurements suggest that an end user without adequate training may take nearly five times longer to achieve the same skill level as a trained employee. Effective training gives your employees the skills and competencies they need to increase their expertise and productivity. This level of training helps ensure adoption of your Kronos solution. Although we highly recommend an end user training solution your organization has opted to not be provided one at this time. Please know we are committed to your end users and you may, at any time, engage a Kronos Education Consultant to conduct an Education Needs Assessment for guidance in this area.

2.9 REQUIRED TECHNOLOGY ENVIRONMENT

Workforce Timekeeper requires a technology environment capable of meeting the minimum requirements defined in this section. Kronos strongly recommends that your technology environment meet the **recommended** configurations, as experience has shown that overall performance will meet your expectations.

DEDICATED server(s) must be located on a LAN. All our qualification testing was done in this configuration. Since we cannot predict the impact of third-party applications, we can only support dedicated servers for the implementation.

2.9.1 DATABASE SERVER

Component	Recommended Configuration
Operating System	Windows 2003 Server (32-bit)
Database	Microsoft SQL Server 2005 (Service pack 2) or SQL Server 2000 (at least Service Pack 3)
CPU	2 Quad Core Xeon 2.33 GHz, 6 MB Cache. 1.333 MHz Front Side Bus
RAM	4 GB RAM
Disk	3 x 146GB, SAS, 3.5-inch 15K RPM
CD-ROM	CD-ROM Reader (or access to one on the network)
Monitor	1024x768 resolution recommended
Network	TCP/IP, 10/100 MPBS or better
Backup Drive	A rewriteable CD-ROM (CD-RW) drive or tape device for data backup is required.
Apache Web Server	The installation is streamlined to install quickly with little modifications. By default, we install the Apache Web Server. For Workforce HR, Microsoft IIS is required instead.
Application Server software	JBOSS (Kronos provided)

With Workforce Timekeeper V6.0, you can specify the file groups that are needed for your installation. Generally, this varies depending on whether or not you use RAID (Redundant Array of Independent Disks).

RAID disk allocation — RAID is an assembly of disk drives, known as a disk array, that operates as one storage unit. Your specific RAID implementation will determine the number of file groups required. Often, all Workforce Timekeeper database objects are created on one file group for the Workforce Timekeeper platform, typically called **PRIMARY.**

Non-RAID disk allocation — If you are not using RAID, Kronos recommends that you use at least three disks when installing a Workforce Timekeeper database.

2.9.2 DATABASE LICENSING

It is the customer's responsibility to provide the RDBMS with appropriate licensing to support this implementation. This is not a recommendation, but rather some guidelines to assist you in determining the appropriate Licensing model for your implementation.

Microsoft SQL Server comes in two versions, Standard Edition and Enterprise Edition. Microsoft offers two primary licensing models:

- Client License
  - Licenses each server where SQL Server is installed.
  - Licenses each device connected to the database (Client Access License (CAL)).

    Devices are:
    - Kronos Timekeeper Terminals
    - Workforce Managers
    - Web-based professionals (Workforce Employee)
- Processor License
  - Unlimited number of devices can connect to the database.
  - One processor license for each processor in the server (even if all processors are not running SQL software).

Generally, most customers prefer the flexibility provided by Processor Licensing which allows for changes in business processes and future growth. Most of our customers using SQL Server have also found that the Standard Edition with Processor licensing is most effective for Kronos applications.

2.9.3 CLIENT PCS

Employees and Managers can access Workforce Central using Java based or HTML clients - in this case the Web Browser provides the interface to the Workforce Timekeeper V6.0 application. Both HTML-based and Java-based workstations can access the application, in either secure or non-secure mode. Each Web Client Workstation must have a supported browser installed.

Intel-based Web Client Workstations:

- Microsoft Internet Explorer version 6.0 SP2; Microsoft Internet Explorer version 7.0.
- Mozilla Firefox V2.0+.

For Java-based workstations, the application requires a Java Runtime Environment. JRE 1.5.0_11 is shipped with the system.

Workforce Timekeeper V6.0 requires Cookies to be enabled and Active-X controls must be permitted.

Apple Macintosh-based Web Client Workstations:

- Apple Safari V2.0.4.

Adobe Acrobat 6.0 or greater is required to view reports created by Workforce Central.

NOTE: Not all Operating Systems, Application Server software, web browsers, etc., are supported for all Workforce Central products and features. Please contact your Kronos technical representative for detailed information.

The minimum configuration requirements are:

Component	Recommended Configuration
Operating System	Windows 2003 Server (32-bit) Windows XP Windows Vista Apple Macintosh OSX V10.4.8
CPU	Intel-based Pentium III 1 GHz or greater
RAM	256 MB or greater for Windows 2003 Server or Windows XP 512 MB or greater for Windows Vista
Cache	256KB/L2 recommended
Hard Disk Space	20 MB for Cache
Display	1,024 x 768 with 256 Color recommended 800 x 600 with 256 Colors is supported using scroll bars
Network Protocol	HTTP
Network Bandwidth	LAN Connection: 10/100 Mbps WAN Connection: Fractional T1 or T1-T3

2.9.4 REQUIREMENTS FOR KRONOS GLOBAL SUPPORT ACCESS

Expertcity Desktop Streaming is the remote access method used to support our customers. Desktop Streaming allows Technical Support representatives to remotely identify and solve users' problems as a real time tool. There is no installation required at the customer site. Some of the advantages are screen-sharing, online management, report retrieval, and user interaction.

In addition, the remote access product Symantec pcAnywhere is supported. The modem must support 56K transmission speed to be effective for both the customer and Kronos Global Support.

2.9.5 WORKFORCE CONNECT

Workforce Connect is an easy-to-use, flexible data integration tool that efficiently interfaces Kronos product suites with other critical business applications.

The information in the table below summarizes the PC configurations recommended for use with Workforce Connect v6.0. "Client Only" refers to a PC running Kronos Connect v6.0 without the licensing server installed. "Licensing Server Only" refers to a PC running only the licensing server. "Client & Licensing Server" refers to a PC running both Workforce Connect v6.0 and the licensing server.

Component	Recommended Requirements	
Operating System	Licensing Server Only or Client & Licensing Server Windows 2000 Professional (SP2 Windows 2000 Server (SP2 Windows XP Windows Vista Windows 2003 Server (32-bit) (SP2)	Client Only Windows 2000 Professional (SP2) Windows 2000 Server (SP2 Windows XP Windows Vista Windows 2003 Server (32-bit) (SP2)
CPU	Intel-based Pentium III 1.0 GHz or better	
RAM	256 MB or greater for Windows 2003 Server or Windows XP 512 MB or greater for Windows Vista	
Display	Minimum 800x600; 1024x768 recommended	

2.10 NOTES FOR MODEL 4500 TIMEKEEPER TERMINALS:

2.10.1 TELNET

Kronos 4500 Terminals have built in Telnet capabilities. Telnet is sometimes used by Kronos Global Support for diagnostic purposes when troubleshooting various issues with the Timekeeper Terminals. Due to security concerns, the Timekeeper Terminals are shipped with this feature disabled. You may be requested to enable this feature by Kronos Global Support when diagnosing issues with your Timekeeper Terminal. This will require physical access to the Terminal by personnel with Supervisory Access. Before enabling Telnet, please check with your company's security policies.

2.10.2 IP ADDRESSES

The Model 4500 Timekeeper Terminal supports static IP addresses (best practice) or IP addresses assigned via DHCP with specific restrictions. The device does not support dynamic allocation of IP addresses. For more information, please see the Model 4000 Installation Guide.

2.10.3 FIREWALLS

When network firewalls exist within the communications path between Kronos 4500 terminals and the Data Collection Manager Server, specific TCP ports must be permitted through the firewall. Otherwise, symptoms such as punch collection failures, uncollected biometric enrollments, or general communication failures may occur. The chart below identifies the required ports, and assumes that the Data Collection Manager Server is behind the firewall.

Communication between	Inbound Port	Outbound Port
Data Collection Manager Server to 4500	8888	80
Workforce Central Application Server to 4500 (for Smart Views)	80	
Communication between multiple Data Collection Manager Servers	8888 and 8889	8888 and 8889

If SSL is used, replace port 80 with port 443. In order to use SSL at the Model 4500 Terminal, you must enable SSL using Data Collection Manager (DCM) through port 80. Once SSL has been enabled at the Terminal, port 80 can be removed.

Please note: The above port requirements assume a "stateful" packet inspection firewall is used to permit the return path of the TCP connections. Most firewalls are stateful capable and do not require any further configuration. If your firewall can not maintain stateful TCP connections, all TCP source ports must be allowed to transverse the firewall for each of the destination TCP ports mentioned above, and the return path permissions must be configured manually. TCP source ports are automatically assigned by the device initiating communication and use a port range of 1024 to 65535.

2.11 MOMENTUM™ ESSENTIALS IMPLEMENTATION

Our proven Momentum Essentials™ implementation methodology provides a structured and phased approach. The implementation is performed using a combination of coordinated online and on-site Kronos resources.

Our Workforce Management professionals guide your team through our efficient and proven process by providing assistance during the following project phases:

2.11.1 PLAN

Kronos Essentials project management is provided primarily by a Project Coordinator (KPC), under the direction of a Kronos Project Manager (KPM). The KPC assists the customer to prepare for the implementation, establish project success criteria, and plan the project scope, schedule, and guidelines. Complete Customer readiness for the implementation of all products purchased is the goal of the initial Plan phase of the project. Project management continues for the duration of the project.

Project Support Services – The Customer Project Manager serves as the primary lead role for the implementation. The Kronos Project Manager acts as a **support role to the Customer implementation team and Kronos implementation team**. The Kronos Project Manager will address customer requests related to project templates, developed specifically for the Customer to take ownership of the project management activities. The Kronos Project Manager will be the central point of contact for scheduling Kronos resources, scheduling Customer team training, and managing the submission and execution of change requests.

Kronos Responsibilities	Customer Responsibilities
Kronos Project Manager initiates Project Kickoff Call to review Project Handbook and all elements of the project plan. **Milestone - Customer Readiness.**	Participate in Project Kickoff Call to establish contact. Schedule Kronos Virtual Classroom (KVC) training. Complete Computer Based Tutorials. Arrange for acquisition and setup and of necessary system hardware. Establish Internet connectivity at Server. Arrange for installation and connectivity test of Timekeeper Terminals. **Customer Readiness Milestone** indicates Customer has completed all readiness items as identified, understands and accepts the project criteria, scope, schedule, and guidelines. The Customer understands and agrees that any Customer project delays, including those affected by unqualified or unavailable staff, will delay the implementation and may require the purchase of additional services from Kronos. **Sign-off on Customer Readiness Milestone.**

2.11.2 ASSESS

Kronos assists the Customer to ensure all applicable survey, data, and requirements documents for the product(s) are understood and completed.	
Kronos Responsibilities	**Customer Responsibilities**
Review Timekeeper Terminal installation procedures. Set up Customer access to the Online Configuration Survey. Assist in finalizing survey. Review and validate Online Survey results. Confirm installation readiness.	Complete Kronos Virtual Classroom (KVC) training. Complete Computer Based Tutorials. Complete Momentum Online Configuration Survey. Dedicate or make available on an as-needed basis, decision makers to discuss configuration/integration requirements.
Milestone - Configuration Scope.	**The Configuration Scope Milestone** indicates customer understands and has completed all documents required for configuration of the product(s). **Sign-off on Configuration Scope Milestone.**

2.11.3 SOLUTION BUILD, WORKFORCE TIMEKEEPER

Kronos builds the solution according to the Configuration Scope.	
Kronos Responsibilities	**Customer Responsibilities**
Configure Workforce Timekeeper, according to the Configuration Scope. Import Preparation. Clock Setup (if purchased). Backup. Perform Unit Testing. Configure Person Import interface to include the appropriate Workforce Timekeeper person-related data. Person Import interface configuration is exclusive of Accrual Balance and Labor Level Entry import.	Provide access and security to the applicable network and servers. Dedicate or make available on an as-needed basis, appropriate resources during the Solution Build and Unit Testing. Dedicate or make available on an as-needed basis, appropriate IT resources to participate in Clock Setup and System Backup. Provide appropriate Customer and Third Party software vendor resources and system access during the configuration of the Person Import interface.

2.11.4 SOLUTION BUILD, PROCESS MANAGER

Kronos builds the solution according to the Configuration Scope.	
Kronos Responsibilities	**Customer Responsibilities**
Configure Process Manager according to the Configuration Scope.	Dedicate or make available on an as-needed basis, appropriate resources during the Solution Build and Unit Testing.

2.11.5 TEST & CERTIFY

Kronos supports Customer project team testing to the Configuration Scope, resolves all critical open issues, and plans deployment.	
Kronos Responsibilities	**Customer Responsibilities**
Support Customer testing. Verify product(s) is configured as per the Online Configuration Survey. Verify communication and integration capability of product(s). Make configuration changes as requested. Verify configuration changes. Review of Go-Live Procedures. **Milestone - System Certification.**	Create Test Plan Dedicate or make available on an as-needed basis, appropriate resources to test the product(s), ensuring representatives from all affected user communities participate in the test. Coordinate testing with other vendors, if applicable. Document any request for changes. Test any changes requested. System Certification Milestone indicates the Kronos product(s) has been installed and configured in compliance with the Configuration Scope documents. **Sign-off on System Certification Milestone**.

2.11.6 DEPLOY & SUPPORT

Kronos helps the customer transition from a project oriented, pre-production environment to a successful and live production operation supported by Kronos Global Support.	
Kronos Responsibilities	**Customer Responsibilities**
Kronos personnel are available via telephone for switch to production system (if applicable) and Go-Live. Make any necessary configuration changes per approved change order(s). Verify configuration changes. **Milestone - Production & Support.**	Dedicate or make available on an as-needed basis, appropriate resources to be responsible for switch to production system (if applicable) and Go-Live. Review data for accuracy, if applicable. **The Production & Support Milestone** indicates the Kronos product(s) included in a project phase has been successfully moved into a production environment and is working according to the Configuration Scope. The implementation project for the applicable product(s) is considered complete and the customer has been transitioned to Kronos Global Support. **Sign-off on Production & Support Milestone.**

2.12 ENGAGEMENT GUIDELINES

For information related to Kronos' Engagement Guidelines, please point your browser to:

http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm

For information related to Kronos' Support Policies, please point your browser to:

http://www.kronos.com/Support/SupportServicesPolicies.htm

Order Form

Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824
Telephone: 1-978-250-9800

Quote# **165353 - 1**
Date: 29-OCT-2008

Payment Terms N30
Customer PO Number

Bill To Attn:Accounts Payable
CITY OF AVONDALE
11465 W CIVIC CENTER DR, STE 280
AVONDALE
AZ 85323
United States

FOB Shipping Point
Freight Term Prepay & Add
Ship Method

Sales Representative Lyle, Brenda Green
Order Type Standard US

Ship To Attn:KEVIN HINDERLEIDER
CITY OF AVONDALE
11465 W CIVIC CENTER DR, STE 280
AVONDALE
AZ 85323
United States

License Contact KEVIN HINDERLEIDER
License Email KevinH@avondale.org

Notes:

The undersigned party represents that it is a member of the Mohave Educational Services Cooperative. This order is subject to the terms and conditions of the Mohave Contract (04G-KRON-1105), as amended February 20, 2008, and the Kronos Sales, Software License and Services Agreement, executed concurrently with this Order Form, and as entered into between Kronos and the undersigned Mohave member.

Line	Product	Product Description	Payment Terms	Units	Qty	License Capacity /Billing Role	Unit Price Selling (USD)	Total Price Selling (USD)
1.0	**8800079-000**	WORKFORCE TIMEKEEPER V6	N30	EA	1	650	16,250.00	16,250.00
1.0.1	**GOLD-WFC-EDS**	Gold Support Service **Duration:** 1 YR	N30	CON	1		2,925.00	2,925.00
2.0	**8800081-000**	WORKFORCE EMPLOYEE V6	N30	EA	1	650	13,000.00	13,000.00
2.0.1	**GOLD-WFC-EDS**	Gold Support Service **Duration:** 1 YR	N30	CON	1		2,340.00	2,340.00
3.0	**8800082-000**	WORKFORCE MANAGER V6	N30	EA	1	150	19,500.00	19,500.00
3.0.1	**GOLD-WFC-EDS**	Gold Support Service **Duration:** 1 YR	N30	CON	1		3,510.00	3,510.00
4.0	**8100001-001**	ESD SW KIT,WFC SUITE V6.0	N30	EA	1		0.00	0.00
5.0	**8800088-000**	WORKFORCE CONNECT V6,PRIMARY,EMPLOYEE	N30	EA	1	650	5,200.00	5,200.00
5.0.1	**GOLD-OTHER-EDS**	Gold Support Service **Duration:** 1 YR	N30	CON	1		936.00	936.00
6.0	**8800089-000**	WORKFORCE CONNECT V6,PRIMARY,I/F	N30	EA	1	1	0.00	0.00
6.0.1	**GOLD-OTHER-EDS**	Gold Support Service **Duration:** 1 YR	N30	CON	1		0.00	0.00
7.0	**8800090-000**	WORKFORCE CONNECT V6,ADDITIONAL,EMPLOYEE	N30	EA	2	650	2,600.00	5,200.00
7.0.1	**GOLD-OTHER-EDS**	Gold Support Service **Duration:** 1 YR	N30	CON	2		468.00	936.00
8.0	**8800091-000**	WORKFORCE CONNECT V6,ADDITIONAL,I/F	N30	EA	2	1	0.00	0.00

Line	Product	Product Description	Payment Terms	Units	Qty	License Capacity /Billing Role	Unit Price Selling (USD)	Total Price Selling (USD)
8.0.1	**GOLD-OTHER-EDS**	Gold Support Service **Duration:** 1 YR	N30	CON	2		0.00	0.00
9.0	**8100002-001**	ESD SW KIT,WF CONNECT V6.0	N30	EA	1		0.00	0.00
10.0	**8602800-501**	4500,FULL,NUM,B/C,EXP MEMORY	N30	EA	20		2,595.00	51,900.00
10.0.1	**DEPOTEX-4000**	Depot Exchange Support Service **Duration:** 1 YR	N30	CON	20		260.00	5,200.00
11.0	**8602801-001**	TOUCH ID FVM,ROHS	N30	EA	20		500.00	10,000.00
11.0.1	**DEPOTEX-OPT**	Depot Exchange Support Service **Duration:** 1 YR	N30	CON	20		90.00	1,800.00
12.0	**9990004-ONL**	MOMENTUM ONLINE TIME ESSENTIALS		HR	13	Project Manager	190.00	2,470.00
13.0	**9990004-ONL**	MOMENTUM ONLINE TIME ESSENTIALS		HR	158	Application Consultant	190.00	30,020.00
14.0	**9990002-ONL**	MOMENTUM ONLINE REMOTE TEAM		HR	9	Project Manager	190.00	1,710.00
15.0	**9990002-ONL**	MOMENTUM ONLINE REMOTE TEAM		HR	52	Application Consultant	190.00	9,880.00
16.0	**BAYG-ILT**	Bill-As-You-Go Instructor Lead Training	N30	PTS	14125		1.00	14,125.00
17.0	**8602748-001**	KNOWLEDGE PASS	N30	EA	1	650	0.00	0.00
17.0.1	**ED-SUBSCRIPTION**	Ed Services Subscription **Duration:** 1 YR	N30	CON	1	650	2,000.00	2,000.00

Subtotal	198,902.00
Tax	9,350.50
Deposit	0.00
Total Less Deposit (USD)	208,252.50

CITY OF AVONDALE

Signature : _____

Name : _____

Title : _____

Effective Date : _____

Kronos Incorporated

Signature : _____

Name : _____

Title : _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE

TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html.

Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824
Phone: (978)250-9800

KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT Rev KR-100107

The undersigned _____, a Member of the Mohave Educational Cooperative, Inc. ("Customer") and **Kronos Incorporated** ("Kronos") agree that the terms and conditions set forth: i) in Section A of this Agreement apply to all Equipment and Software specified on a Kronos order form (the "Order Form"); ii) in Section B apply to all Software, firmware (contained in or downloaded to the Equipment), and Training Materials specified on the Order Form; iii) in Section C apply to all Professional Services, if any, specified on the Order Form; iv) in Section D apply to all Software Support Services, if any, and the Kronos KnowledgePass Education Subscription, if any, specified on the Order Form; and v) in Section E of the Agreement apply to all items specified on the Order Form and supplement the terms of Sections A through D For purposes of this Agreement, the term "Customer" shall include Customer's parent company as well as Customer's wholly owned subsidiaries, if any

SECTION A TERMS AND CONDITIONS APPLICABLE TO EQUIPMENT AND SOFTWARE ONLY

1 PAYMENT AND DELIVERY

Payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties Delivery terms are as stated on the Order Form ("Delivery")

2 ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation Installation shall be defined as: a) the Equipment, if any, is mounted; b) the Software is installed on the data base server(s) and/or personal computer(s); and c) implementation team training, if any, is complete During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation, ("Specifications")

The Test Period shall be for 30 days If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos therefor Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test

3 LIMITED WARRANTY

Kronos warrants that all Kronos Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software media, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications This warranty is extended to Customer only and shall not apply to any Equipment, (or parts thereof) or Software media in the event of:

(a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;

(b) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or

(c) malfunctions resulting from the use of badges or supplies not approved by Kronos

If Customer is licensing Workforce Payroll Software the following additional warranty exclusions shall apply: i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using the Software, (ii) using the Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or the Software for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using the Software and satisfy itself that those calculations are correct

4 INDEMNIFICATION

Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of U S patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos, provided that: i) Kronos is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by Kronos Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order

Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824
Phone: (978)250-9800

SECTION B. LICENSE TERMS APPLICABLE TO SOFTWARE (INCLUDING SOFTWARE DOCUMENTATION), FIRMWARE AND TRAINING MATERIALS ONLY

GENERAL LICENSE TERMS

Kronos owns or has the right to license the Software The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software This license may be terminated by Kronos by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from Kronos Upon such termination of this license by Kronos, Customer will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Agreement, including those set forth below:

(a) FEE BASED LIMITATIONS

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number, and/or the number of terminals to which the Software is permitted to be connected Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos

(b) OBJECT CODE ONLY

Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code

(c) PERMITTED COPIES

Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer

(d) UPDATES

In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

(e) ISERIES SOFTWARE

If Customer is licensing Kronos iSeries Central Software, the following additional terms shall apply: Upon Customer's request and full payment of all license fees, Kronos shall license to Customer, for Customer's internal use only, the source code for the Kronos iSeries Central application programs licensed to Customer under this license All of the terms and conditions specified in this Agreement for object code shall also apply to the source code. Customer acknowledges and agrees that the Software, all source code, object code and algorithms relating thereto, all user interface screens generated by the Software and source code, and all copyright, trade secret and other proprietary rights therein, are and shall remain the sole and exclusive property of Kronos. Customer agrees that it shall not disclose or otherwise make the Software available to third parties unless and to the extent such disclosure is necessary for Customer's permitted use of the Software. Furthermore, Customer must obtain Kronos' written consent to any such disclosure and any such third party must agree in writing to be bound by the terms contained herein.

(f) MICROSOFT SQL SERVER SOFTWARE

If Customer is sublicensing Microsoft SQL Server software, the following additional terms shall apply: The Microsoft SQL Server software being sublicensed hereunder ("SQL") as part of the Kronos Software is "Runtime-Restricted Use" software; as such, SQL may only be used to run the Software SQL may not be used either (i) to develop and/or (ii) in conjunction with, new applications, databases or tables other than those contained in the Software The foregoing, however, does not prohibit Customer from using a tool to run queries or reports from existing tables, and/or from using a development environment or workbench, which is part of the Software to configure or extend such Software. Notwithstanding any provision of this Agreement, Customer may only transfer SQL as part of the Software Customer also agrees to use the Microsoft SQL Server software only on the servers, processors or other electronic devices which the Software is permitted to be connected

(g) RESTRICTED RIGHTS

Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252 227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52 227-19, as applicable. Manufacturer/distributor is Kronos Incorporated 297 Billerica Road, Chelmsford, MA 01824

(h) TRAINING MATERIALS

If Customer is licensing Training Materials and/or purchasing the Kronos Train-the-Trainer (KTTT) Program (the "Certification Program"), the following additional terms shall apply: "Training Materials" shall mean the instructor guide(s), student guide(s), job aids, recorded executable files, and/or tutorials developed by Kronos for one or more Kronos products Kronos grants to Customer a non-exclusive, nontransferable license to use the Training Materials Customer recognizes and agrees that: i) the Training Materials constitute confidential and proprietary information of Kronos; ii) the Training Materials are copyrighted by Kronos; iii) the license to use the Training Materials is limited, based upon the amount of the license fee paid by Customer; iv) Customer may not copy or reproduce the Training Materials in excess of the number of copies permitted by the applicable license fee; v) Customer may not transmit, distribute or disclose the Training Materials to any third party, unless agreed to in writing by Kronos; vi) Customer's license to use the Training Materials is granted solely for the purpose of permitting Customer to train Customer's employees and no other use of the Training Materials is permitted; and vii) Customer may not edit, modify, revise, amend, change, alter, customize or vary the Training Materials in any manner without the written consent of Kronos Certification under the Certification Program is valid for two (2) years after successful completion of the Certification Program, applies only to the point release of the Software for which the Certification Program is taken, and covers only the Customer employee who completes the Certification Program

(i) FIRMWARE

Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos Kronos shall have the right to audit Customer's Kronos Equipment to determine if Customer has downloaded any firmware to which Customer is not entitled If such audit reveals that Customer has downloaded firmware for the Kronos Equipment to which Customer is not entitled, Customer shall be responsible to pay Kronos for such updated firmware at Kronos' then-current per event charge for such firmware

SECTION C. TERMS AND CONDITIONS APPLICABLE TO PROFESSIONAL SERVICES AND EDUCATIONAL SERVICES ONLY

1 ESTIMATED PROFESSIONAL AND EDUCATIONAL SERVICES RESOURCES AND HOURS

Customer recognizes and agrees that the Kronos professional and educational services resources ("PS Resources") identified and the hours defined within any Professional Services Estimate ("PSE"), or similar statement of work document that may be provided by Kronos, have been estimated based upon: (i) the preliminary information provided by Customer; and, (ii) Customer fulfilling its obligations as defined in the PSE or similar statement of work document. Additional PS Resources and/or hours may be required to complete the implementation as a result of newly discovered information, Customer's delay in fulfilling its obligations, or a change in the scope of the project. Kronos will review with Customer the PS Resources and the number of hours Kronos anticipates will be required for the completion of the work after assessment of Customer's requirements. Kronos will monitor the PS Resources and hours used as the work progresses, and will advise Customer through a change order if more are required. The applicable rate for each PS Resource is set forth in the PSE and/or the Order Form and shall remain in effect for 12 months from the effective date of the PSE or similar statement of work document Pricing for professional services associated with the implementation of add-on Software licensed subsequent to an initial PSE will be priced at the then-current Kronos professional service rates.

2 EDUCATIONAL SERVICES/TRAINING POINTS

Customer agrees to purchase the quantity of Kronos "training points" indicated on the Order Form at the rate quoted (the "Training Points"). Purchased Training Points may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at http://customer.Kronos.com and each session has the Training Points value indicated. Training Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire Training Points may not be exchanged for other Kronos products and/or services

3 PROFESSIONAL SERVICES AND EDUCATIONAL SERVICES PAYMENT

Kronos will invoice Customer for professional services at the PS Resource rates and on the payment terms identified in the PSE and/or the Order Form Kronos will invoice Customer for the Training Points identified in the Order Form on the payment terms indicated therein

4 TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all reasonable and necessary travel incurred by Kronos in the performance of any professional and/or educational services, provided that such travel complies with the then current Customer travel and expense

policies Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by Kronos to deliver purchased professional services and/or educational services in accordance with Customer's travel and expense policies Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30

5 WARRANTY

Kronos warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that Kronos breaches this warranty, and Customer so notifies Kronos within 90 days of completion of the Services, the Customer's sole remedy and Kronos' exclusive liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer

6. KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

Kronos' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable PSE and may be accessed at: http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm ("Professional Services Policies") In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail

SECTION D TERMS AND CONDITIONS APPLICABLE TO SOFTWARE SUPPORT SERVICES ONLY

1 SUPPORT OPTIONS

Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (see Section 12 below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software) All Updates shall be provided via remote access Customer may purchase support services for Equipment under a separate agreement

2 TERM OF SOFTWARE SUPPORT

Support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year This support may be renewed for additional one (1) year terms on the anniversary date of its commencement date ("Renewal Date") by mutual written agreement of the parties or by Kronos sending to Customer an invoice for the applicable renewal term and the Customer paying such invoice prior to the commencement of such renewal term, unless either party notifies the other in writing thirty (30) days prior to that anniversary renewal date After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos with thirty (30) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee

3 GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

(a) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos If Customer requests Kronos to install such Service Packs, Point Releases and/or Major Releases (including legislative updates, if available) or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos' then-current time and materials rate

(b) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period The Service Coverage Period for the Gold Service Offering is 8:00 a m to 8:00 p m , local time, Monday through Friday, excluding Kronos holidays

(c) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case management Such offerings are subject to modification by Kronos Current offerings can be found at http://www.kronos com/Support/Maintenance.htm.

(d) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period

(e) Access to specialized content as and when made available by Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies

4 ADDITIONAL PLATINUM AND PLUS SERVICE OFFERINGS:

(a) Platinum: In addition to the Service Offerings specified in Section D 3 above the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

(b) Plus option: In addition to the Service Offerings specified in Section D 3 above, and if applicable for Platinum support customers, those set forth in Section D 4(a) above, customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the Kronos Technical Account Manager, while customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts Upon request, Customer may designate additional and/or backup Technical Contacts Customer is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Agreement at Customer's expense

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed During this onsite visit, Kronos shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment Customer must be utilizing the then-current version of the Software. Travel and expenses are not included and shall be charged to Customer at Kronos' then-current rate

5 PAYMENT

Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice Customer shall pay additional support charges, if any, and time and material charges upon receipt of invoice

6 ADDITION OF SOFTWARE

Additional Software purchased by Customer during the initial or any renewal term shall be added to this Agreement at the same support option as the then current Software support coverage in place under these terms Customer agrees to pay the charges for such addition, and any such addition shall be automatically renewed as provided in these terms.

7 RESPONSIBILITIES OF CUSTOMER

Customer agrees (a) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access technology, if required; (b) to maintain and operate the Software in an environment and according to procedures which conform to Kronos' specifications; and (c) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Customer's reported Software problem If Customer requires the use of a specific remote access technology not used by Kronos, then Customer must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software

8. DEFAULT

Customer shall have the right to terminate Kronos support services in the event that Kronos is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, Kronos shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. Kronos reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with Kronos and such default is not corrected within fifteen (15) days after written notice In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

9 WARRANTY

Kronos warrants that all support services shall be performed in a professional and competent manner

10 LIMITATION OF REMEDIES

Except as provided in Section D 8 above, Customer's exclusive remedy, and the sole liability of Kronos, for any breach of the support service warranty specified above, shall be repeat performance of any support service required under this Agreement Kronos agrees to be liable for tangible property damage or personal injury caused solely by the negligence or willful misconduct of its support service employees

11. KNOWLEDGEPASS EDUCATION SUBSCRIPTION: The parties hereby agree that the following terms shall apply to Customer's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

(a) Scope: The KnowledgePass Education Subscription is only available to customers who are licensing Kronos' Workforce Central Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (the "KnowledgePass Content"), including:

i. 3-minute How To's;
ii Tutorials and Guided Practice;

iii Job Aids in *pdf form; and
iv Lunch and Learn information webinars

The content of these offerings are subject to change by Kronos without notice. Customer may access the KnowledgePass Education Subscription through the Kronos customer web site>>Education>>KnowledgePass

(b) Term of Subscription: The KnowledgePass Education Subscription shall run co-terminously with Customer's Software Support, and shall renew for additional one (1) year terms provided Customer renews its KnowledgePass Education Subscription as provided below

(c) Payment: Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term

(d) Limitations: Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Customer's internal use and may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos.

12 KRONOS SUPPORT SERVICE POLICIES

Kronos' then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: http://www.kronos.com/Support/SupportServicesPolicies.htm ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

SECTION E. TERMS AND CONDITIONS APPLICABLE TO ALL ORDERED ITEMS AND SERVICES

1 APPLICABILITY

The terms of this Section E supplement the terms of Sections A through D above and apply to all items specified on the Order Form

2 APPROVAL

All orders are subject to the approval of Kronos' corporate office in Chelmsford, Massachusetts

3 TAXES AND OVERDUE AMOUNTS

Customer agrees to pay all applicable taxes levied or based on the products, services or other charges hereunder, including state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on net income. If full payment is not made within 90 days of final payment due date, Customer is responsible for all expenses, including legal fees, incurred by Kronos for collection

4 LIMITATION OF LIABILITY

CUSTOMER'S EXCLUSIVE REMEDIES AND KRONOS' SOLE LIABILITY FOR ANY KRONOS BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED

EXCEPT FOR KRONOS' INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION A.4 ABOVE, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES' AFFILIATES' OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT

5 FUTURE PURCHASES

For two (2) years following the execution of this Agreement Customer may order additional Equipment, Software and Services under the terms and conditions hereof (subject to then applicable pricing) by placing an order which expressly references these terms. Thereafter, the terms and conditions of this Agreement may be renewed for additional one year periods upon the mutual agreement of the parties. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase

Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824
Phone: (978)250-9800

order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the Equipment, Software and/or Services ordered

6. CONFIDENTIAL INFORMATION

Confidential Information means any information of one party that is clearly marked as "confidential" and that is disclosed to the other party pursuant to this Agreement Additionally, the terms, conditions and pricing contained in this Agreement and the Order Form, the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the disclosing party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence; or (e) was required to be disclosed by applicable law; provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that the receiving party makes diligent efforts to limit disclosure Customer agrees that Kronos may use Customer's name as part of Kronos' published customer lists

7 GENERAL

(a) This Agreement shall be governed by Arizona law

(b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision The parties intend for the remaining unaffected provisions to remain in full force and effect.

(c) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void

(d) Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God Both parties agree to use their best efforts to minimize the effects of such failures or delays

(e) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

(f) Customer understands that any export of the Equipment or Software or related documentation or information may require an export license and Customer assumes full responsibility for obtaining such license Customer must obtain Kronos' prior written consent before exporting the Software

(g) No action, regardless of form, may be brought by either party more than four (4) years after the cause of action has arisen

(h) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement

(i) This Agreement and the Mohave Contract 04G-KRON-1105, as amended, and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement This Agreement may be amended only in writing signed by authorized representatives of both parties Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement

DATED:_____

CUSTOMER NAME: _____

BY: _____

NAME: _____

TITLE: _____

KRONOS INCORPORATED

BY: Alyce Moore

NAME: _____

TITLE: Alyce Moore
Vice President, General Counsel

Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824
Phone: (978)250-9800

DEPOT EXCHANGE SUPPORT AGREEMENT Rev KR-040405

Kronos Incorporated ("Kronos") and _____, a Member of Mohave Cooperative, Inc ("Customer") hereby agree that Kronos shall provide Depot Exchange Support Services under the following terms and conditions for Customer's Kronos Product(s)

1 TERM

This Agreement has a term of one (1) year commencing upon the expiration of any applicable warranty period, as specified in the Sales, Software License and Services Agreement This support may be renewed for additional one (1) year terms on the anniversary date of its commencement date ("Renewal Date") by mutual written agreement of the parties or by Kronos sending to Customer an invoice for the applicable renewal term and the Customer paying such invoice prior to the commencement of such renewal term, unless either party has given the other thirty (30) days written notification of its intent not to renew

2. PAYMENT

Customer agrees to pay the Depot Exchange Support Charges set forth on the Order Form for each Equipment listed ("Product(s)") Customer agrees that all such Products owned by the Customer will be subject to this Agreement. Customer agrees that if Customer purchases, during the term of this Agreement, any Products beyond those specified on the Order Form, such additional Products shall be subject to this Agreement Customer agrees to pay a prorated fee for such additional Products and agrees to pay the full annual fee for such additional Products, upon the renewal date

Kronos will invoice Customer for the annual Depot Exchange support charges each year in advance of the Renewal Date Customer will pay Kronos within thirty (30) days of receipt of invoice In addition to Depot Exchange support charges, Customer agrees to pay all taxes, however designated, on this Agreement, and on services rendered, including state and local taxes or excise taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based upon net income Customer will pay a late charge of one percent (1%) per month of any overdue amounts, but not in excess of the rate allowed by law

Kronos may change the Depot Exchange support charges effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification For the initial two (2) renewal years the annual Depot Exchange support fee, for the same products, will not increase by more than 4% over the prior year's annual support fee

3 DEPOT EXCHANGE SUPPORT SERVICE

Upon the failure of an installed Product, Customer shall notify Kronos Global Support organization at 1-800-394-4357 of such failure. Global Support will provide remote fault isolation and attempt to resolve the problem Those failures determined by Global Support to be Product related shall be dispatched to the Depot Repair Center by Global Support Hours of operation for the Depot Repair Center are Monday through Friday 8:00A M to 5:00 P.M EST, excluding Kronos holidays Kronos will provide a replacement for the failed Product on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Product will be shipped the same day, for next business day delivery to Customer, if such request is received prior to 3:30 P.M , EST REPLACEMENT PRODUCT(S) MAY BE NEW OR RECONDITIONED Customer shall specify the address to which the Product is to be shipped, and any special shipping or insurance instructions. All shipments will include a Return Shipping Label designating Kronos Depot, 300 Billerica Road, Chelmsford, Massachusetts 01824, as the recipient. Customer agrees that it shall return failed Products promptly as the failures occur and that it shall not hold failed Equipment and send failed Product to Kronos in "batches" which shall result in a longer turnaround time and surcharge to Customer.

Customer, upon receipt of the replacement Product from Kronos, shall package the defective Product in the materials provided by Kronos, with the return label supplied Failed Product not received by Kronos within ten (10) calendar days shall be billed to the Customer at the prevailing Kronos List Price All returned Product becomes the property of Kronos Failed Product returned between calendar days eleven (11) through thirty (30) will be subject to an additional $150 processing fee Kronos will not accept Product after thirty (30) days, and Customer shall not be issued any credit for any attempted return

4 DEPOT EXCHANGE SUPPORT EXCLUSIONS

Depot Exchange Support service does not include, and Customer agrees to pay on a time and materials basis for, repair of damages resulting from:

(a) Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God;

(b) Customer's failure to continually provide a suitable installation environment including, but not limited to, adequate electrical power;

(c) Customer's improper use, relocation, refinishing management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' specifications;

(d) Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos; or

(e) Customer shall be charged Kronos' then-current time and materials rate for the installation of any Software or firmware upgrades, if available, and if requested by Customer If such Software or firmware upgrades are available on Kronos' Customer web site, Customer may download such Software or firmware upgrades for no additional charge

Kronos Incorporated
297 Billerica Road
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Phone: (978)250-9800

5 RESPONSIBILITIES OF CUSTOMER

Customer agrees to:

(a) Maintain the Products in an environment conforming to Kronos' established specifications for such Products;

(b) Deinstall all failed Products and install all replacement Products in accordance with Kronos' published installation guidelines; and

(c) Ensure that the Product(s) are returned to Kronos properly packaged

6 DELIVERY

All Products shall be delivered to Customer FOB shipping point. Title to and risk of loss for the Products shall pass to Customer upon delivery to the carrier by Kronos All shipments to Kronos shall be made "freight prepaid" using the Return Shipping Label and shipping instructions as specified by Kronos Kronos will select the carrier to be utilized under the program

7 WARRANTY

Kronos warrants that all repairs performed under this Agreement shall be performed in a professional and competent manner

ALL OTHER WARRANTIES FOR THE REPAIR SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY AGREEMENT OF THE PARTIES

8 DEFAULT

Kronos reserves the right to terminate or suspend support service in the event Customer is in default under this or any other Agreement with Kronos, and such default is not corrected within fifteen (15) business days after written notice In addition, this Agreement will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law

9 LIMITATION OF REMEDIES

The exclusive remedy of Customer and sole liability of Kronos shall be replacement of the repaired Product

IN NO EVENT SHALL KRONOS OR ITS SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES

10 GENERAL

(a) This Agreement shall be governed by Arizona law
(b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision The parties intend for the remaining unaffected provisions to remain in full force and effect.
(c) Neither party shall assign this Agreement without the prior written consent of the other and any purported assignment, without such consent, shall be void; provided however, that Kronos may assign this Agreement to its parent, affiliate or subsidiary without such written consent
(d) Kronos shall not be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God Kronos agrees to use its commercially reasonable efforts to minimize the effects of such failures or delays
(e) All notices which must be given under this Agreement shall be in writing and sent First Class regular or certified mail, postage pre-paid, to the Kronos address on the Order Form, to the attention of the Director of Corporate Customer Service, or if to Customer, to _____ at the billing address on the Order Form
(f) No action, regardless of form, may be brought by either party more than two years after the cause of action has arisen
(g) This Agreement supersedes all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement This Agreement may be amended only in writing signed by authorized representatives of both parties

DATED: _____

CUSTOMER: _____	KRONOS INCORPORATED
BY: _____	BY: Alyce Moore
NAME: _____	NAME: Alyce Moore
TITLE: _____	TITLE: Vice President, General Counsel

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement – David Evans & Associates – Estrella Foothills Area Plan

MEETING DATE:
November 3, 2008

TO: Mayor and Council

FROM: Brian O Berndt, Development Services Director, 623-333-4011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council approve a Professional Services Agreement in the amount of $127,400 for David Evans & Associates to assist the City Staff in the preparation of the Estrella Foothills Area Plan; authorize the transfer of $100,000 from the departmental line item 101-5430-00-6180; $6,400 from the departmental line item 101-5400-00-6180 and $21,000 from the departmental line item 101-5925-00-6180 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Estrella Foothills study area includes approximately 13 square miles. The study area covers that portion of the City generally bordered by Lower Buckeye Road on the north, Estrella Mountain Regional Park on the south, Litchfield Road on the west, and 107th Avenue on the east. The City's General Plan encourages "Rural, Low Density, and Medium Density Residential" and "Commercial" land use for this area. The Estrella Foothills Area Plan will further define the vision for this area. It will identify the land uses, general development standards and guidelines, and implementation strategies needed to achieve the anticipated vision. It will also provide the foundation for future land uses, transportation corridors, major infrastructure improvements, parks, recreation and trails and public and private investments.

DISCUSSION:

On June 17, 2008, the City Council and Staff toured the Estrella Foothills area. The purpose of the tour was to inform Council about the potential for preservation of the natural amenities, appropriate land uses and distribution, establishing transportation and utility corridors, constraints and opportunities of the area in order to determine the magnitude and scope for master planning this area of the City. This request is in response to the City Council's direction to seek additional expertise for economic development, fiscal impact analysis and market studies, transportation and traffic modeling and public outreach.

Scope of Services:
Major tasks included in the scope of services for this project are as follows: research and stakeholder interviews; visioning and concept refinement; plan development and impacts analysis; public review; area plan draft; implementation plan draft; public hearings and adoption; and final document preparation.

Selection Process:
Staff released a Request for Qualifications on July 31, 2007 and three firms responded. The Statement of Qualifications submitted by each firm were evaluated by a Selection Committee made up of the Assistant City Managers, the Community Relations Director, the Development Services

Director, the city's Traffic Engineer, the Economic Development Director, and the Long Range Planning Director. The three finalists were then invited to an oral interview with the Selection Committee on November 5, 2007. The team led by David Evans and Associates was found to be the best qualified to provide the requested services. Subsequent reference checks confirmed that David Evans and Associates has worked on similar projects in a competent, professional, and timely manner.

Staff subsequently requested, received, and reviewed a proposal for planning services from David Evans and Associates. The scope of work and contract price was then negotiated in the amount of $127,400. The final project team includes David Evans and Associates (Planning, Urban Design, Architecture, Landscape Architecture, Infrastructure and Traffic), and McClure and Associates LLC – (Economic Development and Market Studies).

Project Schedule:
The project will begin immediately upon Council approval of the professional services agreement and be completed in one phase. This phase includes research, visioning, plan development, impact analysis, public review, drafting the specific plan document, drafting the implementation plan, public hearings and adoption, and final document preparation. The work is scheduled for completion in May 2009.

BUDGETARY IMPACT:

Staff recommends that the City Council approve a Professional Services Agreement in the amount of $127,400 with David Evans & Associates to prepare the Estrella Foothills Area Plan; authorize the transfer of $100,000 from the departmental line item 101-5430-00-6180; $6,400 from the departmental line item 101-5400-00-6180 and $21,000 from the departmental line item 101-5925-00-6180 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

RECOMMENDATION:

Staff recommends that the City Council APPROVE a Professional Services Agreement in the amount of $127,400 with David Evans & Associated to prepare the Estrella Foothills Area Plan; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

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- PSA

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DAVID EVANS AND ASSOCIATES, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of November 3, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and David Evans and Associates, Inc., an Oregon corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, EN 08-017 "Request for Statements of Qualifications for FY 2008/2009 Professional Consultants Selection List" as modified on April 1, 2008 by that certain Addendum No.1 (collectively the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant responded to the RFQ, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for surveying services related to the creation of the South Avondale General Plan Update, also known as the Estrella Foothills Area Plan (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 December 24, 2010.

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

3. Compensation. The City shall pay Consultant a price not to exceed $127,400.00 for the Services as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

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

5. 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. 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.

g. 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.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors 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 any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the

form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance 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. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies 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. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing a contract number will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) 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 and a copy of the declaration page(s) of the insurance policies 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 Street, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: (602) 340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	David Evans and Associates, Inc. 2141 East Highland Avenue, Suite 200 Phoenix, Arizona 85016 Facsimile: 602-678-5155 Attn: Penny L. Samer and Eric J. Toll

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 subsection. 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 Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractor are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Consultant's and its subcontractor's compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. The City shall have access, during normal working hours, to all necessary Consultant and its subcontractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Consultant's response to the RFQ, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. This Agreement shall be for the use of the City. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded Consultant. In order to participate in this Agreement, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Consultant must be in agreement with the cooperative transaction. Any orders placed to the successful Consultant will be placed by the specific agencies participating in this purchase. 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.

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:

_____
Carmen Martinez, City Clerk

"**Consultant**"

DAVID EVANS AND ASSOCIATES, INC., an Oregon 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 DAVID EVANS AND ASSOCIATES, INC., an Oregon 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
DAVID EVANS AND ASSOCIATES, INC.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**EN 08-017**
Solicitation Title:	**FY 2008/2009 Professional Consultants Selection List**
Release Date:	**March 25, 2008**
Final Date for Inquires and Place to Send Inquiries	**April 4, 2008** Charles Andrews, P.E., Senior Project Manager City of Avondale Engineering Dept. 11465 West Civic Center Drive, Suite 120 Avondale, Arizona 85323 OR candrews@avondale.org
SOQs Due Date, Time and Location:	**April 16, 2008** **3:00 p.m.** (local time, Phoenix, Arizona) City of Avondale 11465 West Civic Center Drive, Suite 200 Avondale, Arizona 85323-6804
Letters to Final Listed Firms:	**June 30, 2008**
City Representatives:	**Charles Andrews** **candrews@avondale.org** **623-333-4200** **Mary Rogers** **mrogers@avondale.org** **623-333-2200**

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I. INTRODUCTION

1. Purpose. The City of Avondale (the "City") is seeking Statements of Qualification ("SOQ") from professional consulting engineering firms ("Vendors") to be considered for a Professional Consultants Selection List aimed at capital improvement projects during the 2008/2009 and 2009/2010 Fiscal Years. Only Vendors capable of providing the requested discipline category of professional services will receive consideration. Qualified Vendors are invited to submit SOQs.

2. Discipline Categories of Projects. During Fiscal Years 2008/2009 and 2009/2010, the City plans to contract for professional services specific projects within the 16 (sixteen) different discipline categories of projects listed below. The scope of work for these specific projects may include studies, site investigations, planning, preliminary design concepts, and contract document development (preparing detailed plans, schedules, designs, assembly of specifications and reports). Project duties may also involve budget estimating, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration and presentations at public meetings. Please note, all projects involving the preparation of design plans and specifications require the design plans and specifications to be sealed by a Professional registered in the State of Arizona.

The Professional Consultants Selection List discipline categories are:

- Water Distribution System – Feasibility studies, wells, distribution systems, pump stations, storage facilities and treatment plants.

- Wastewater Systems – Studies, collection and disposal system designs, treatment plants and lift stations.

- Transportation Engineering – Roadway improvement projects, master plans, transportation planning, traffic calming projects and intersection designs.

- Traffic Engineering – Speed, volume and classification studies, traffic signal warrant studies, other traffic engineering and traffic control studies (such as All-way STOP warrant studies), pedestrian & bicycle studies, Safe Routes to School plans, school crosswalk studies, traffic signal design, traffic control design such as signing and pavement marking, traffic crash analysis, design of safety improvement projects, design of bike lane/transit/crosswalk facilities, street lights, and Intelligent Transportation Systems (ITS such as Traffic Operations Center design, variable message signs, fiber optic and conduit design, and Wireless Advanced Traffic Management Systems).

- Surveying - Including topographic surveys, boundary surveys, construction staking, as-built surveys, right-of-way and easement investigation, ALTA and preparation of legal descriptions.

- Hydrology/Hydraulic Projects – Master plans, hydrology studies and designing storm water drainage facilities.

- Plan Review Services – Includes plan review of subdivision plats, residential and commercial developments, construction plans for water, sewer, paving, drainage, street/traffic lights and grading.

- Landscape Architect – Master plans, conceptual planning, site designs, parks and community facilities, streetscapes, sidewalks, bicycle and pedestrian pathway design, scenery planting and irrigation.

- Hydrogeological Engineering – Provide aquifer impact and well feasibility studies. Ability to provide well abandonment services. Design of wells; provide construction inspection/observation services during the drilling of new or replacement wells.

- GIS Programs – Services to support Geographic Information Systems Programs including: data collection and development, map compilation, transformation and systems integration.

- Geotechnical and Environmental **-** Geotechnical engineering, pavement design, materials sampling and testing, pavement evaluation, design recommendations and specifications. Environmental site assessments, compliance audits, risk evaluations and recommendations.

- Foundation and Structural Design - To include load calculations and recommendations for construction of retaining walls, steel reinforced concrete structures, small buildings, and vehicular and pedestrian bridges.

- Electrical Design and Supervisory Control and Data Acquisition (SCADA) Programming - Provide design and inspection services for electric power supply, control systems and equipment specifications. Design and programming of local SCADA systems, PLC programming, and telemetry.

- Construction Management – Provide Construction Management at Risk (CMAR) and Design Build process management or construction administration and inspection services, such as estimation, bid document preparation, QA/QC services, shop drawing review, and post design services.

- Architect - Planning, renovation, interior and exterior design and construction management of small public building projects.

- Improvement District Administration – Qualifications will be considered from Vendors who are well established in this field, who are financially responsible and who have the resources and ability to provide the services requested in a professional and timely manner. Improvement District infrastructure improvements include, but are not limited to, roadway, water, wastewater, drainage systems, parks and other types of infrastructure.

II. STATEMENT OF QUALIFICATIONS REQUIREMENTS

1. Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Professional Consultants Selection Lists for Fiscal Year 2008/2009 and 2009/2010 outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

a. Interested parties must submit **one (1) original** and **eight (8) copies** (nine (9) total submittals) of the SOQ.

b. The SOQ shall be submitted with a cover letter with an original ink signature by a person authorized to bind the Vendor. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in original ink by the authorized person signing the SOQ.

c. The SOQ shall be a maximum of 15 pages to address the SOQ criteria (excluding résumés and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule, a discipline category/staffing matrix, or organizational chart and only having criteria information on one side. The cover letter, cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. The minimum allowable font for the SOQ is **11 pt**.

d. All Vendors shall (i) examine the entire RFQ, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a SOQ and (iv) submit the entire SOQ by the official Due Date and Time. Negligence in preparing a SOQ confers no right of withdrawal after the SOQ Due Date and Time.

e. All SOQs shall be sealed and clearly marked with the SOQ title and number**, FY 2008/2009 Professional Consultants Selection List (EN 08-017)**, on the lower left hand corner of the sealed mailing envelope. A return address must also appear on the outside of the sealed SOQ. The City is not responsible fore the pre-opening of, post-opening of, or the failure to open, any SOQs not properly addressed or identified.

f. All SOQs shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the time and date indicated on the cover page of this RFQ.

g. Telegraphic (facsimile), electronic (email) or mailgram SOQs will not be considered.

2. Irregular or Non-responsive SOQ. The City will consider as "irregular" or "non-responsive" and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

3. Inquiries. Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing by the date indicated on the cover page of this RFQ. Any correspondence related to the RFQ shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFQ number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed SOQ and may not be opened until after the Due Date and Time.

4. Late SOQs. Late SOQs will not be considered, except as provided by the City Procurement Code. A Vendor submitting a late SOQ shall be so notified.

5. Withdrawal of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may withdraw its SOQ. Facsimile, electronic (email) or mailgram SOQ withdrawals will not be considered.

6. Amendment of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may amend its SOQ. Facsimile, electronic (email) or mailgram SOQ amendments will not be considered.

7. Cost of SOQ Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. SOQs submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

8. Offer. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ and the Vendor's responsive SOQ, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form included herein.

9. Public Record. All SOQs shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

10. Confidential Information.

a. If a Vendor believes that a SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified.

b. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination.

c. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld.

d. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

11. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the SOQ.

12. Certification. By submitting a SOQ, the Vendor certifies:

a. The submission of the SOQ did not involve collusion or other anti-competitive practices.

b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. Failure to sign the SOQ, or signing it with a false statement, shall void the submitted SOQ and any resulting Agreement.

d. It (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 3, Inquiries, above.

e. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached Professional Service Agreement including the Exhibits.

13. Protests. Any Bidder may protest this RFQ issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

III. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule on the cover page of this RFQ. Upon receipt of an SOQ, each submittal will be reviewed for compliance with the submittal requirements by the Selection Committee. SOQs shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. Up to ten (10) of the highest rated professional consultants from each discipline category will be selected for inclusion on the Professional Consultants Selection shortlist.

These Professional Consultant Selection shortlists will be used to invite Vendors to submit proposals to provide professional services on specific project assignments. The City reserves the right to conduct formal interviews with selected Vendors depending upon the size and complexity of the specific project. The final Professional Consultant Selection List will be used by the City for at least one year and at the discretion of the City Manager for a second consecutive year.

For large or complex projects or for very specialized work, the City may use a separate Request for Proposals or Request for Qualifications process.

All processes will be conducted in accordance with ARIZ. REV. STAT. Title 34.

Section 1: General Factors and Compliance 10 pts

a. One page cover letter as described in Section II, 1(b) addressed to Charles Andrews, Senior Project Manager.

b. Completed Discipline Specialty Check List – Please ONLY check the discipline category(ies) for which you are particularly qualified, fully addressed and desire to be considered.

c. Title sheet with the following information:
   1. Title: Statement of Interest to provide Professional Services for Capital Improvement Projects for the 2008/2009 and 2009/2010 Fiscal Years.
   2. Submitted to: City of Avondale City Clerk
   3. Submittal date: April 16, 2008 (local time, Phoenix, Arizona)

4. Submitted by: Engineering firm or Individual (submitting) include address, contract person and telephone number.

d. Provide a statement regarding the following:

1. Your firm's familiarity and intention to comply with City's insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein. A copy of the City's "Notice of Request for Proposal" which includes standard contract provisions, terms and conditions is available upon request.

2. Your firm's design philosophy and approach to developing sound engineering recommendations and your approach to problem resolution.

e. Vendor Information Form shall be attached as separate appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 2: Vendor's relevant experience, availability and capability 50 pts

a. Provide a brief description of the firm including the number and types of personnel who would serve on projects.

b. Provide a list of relevant projects in which the firm had a significant contribution with an emphasis on local experience. Include references and telephone numbers of clients familiar with the projects.

c. Provide a general description of the company that is proposing to provide the required services. Explain the legal organization of the company.

d. Provide identification information of your firm. Include the legal name, address and legal form of the firm (e.g., partnership, corporation, joint venture, sole proprietorship). If a join venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the firm is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the SOQ.

e. Identify the location of the firm's principal office and the local work office, if different.

Section 3: Personnel qualification and pertinent experience 35 pts

a. Provide the firm's general or specific experience pertaining to the Professional Consultant Selection List discipline category(ies) the firm desires to be considered for.

b. Provide a matrix listing all categories within the discipline for which the firm is qualified to provide services and identify the participating staff/key personnel. Include a matrix listing for all subcontractors.

c. Provide certifications, licenses and memberships in professional associations, societies or boards.

d. Provide a résumé for the personnel who will serve in key positions for projects, including specific experience for each person on relevant projects, the number of years the personnel has been with the present firm and the total years of experience. Résumés shall be limited to two pages per résumé. Résumés shall be attached as an appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 4: Disadvantaged Business Enterprise preference 5 pts

It is the policy of the city that disadvantaged business enterprises (DBE) shall have the opportunity to participate to the maximum extent feasible in all required aspects of procurement and contracting in accordance with applicable statutes, regulations, and executive orders (Ord. No. 588, 5-15-95). Qualifying DBE shall indicate their status with a statement in the cover letter.

A "disadvantaged business enterprise (DBE)" is defined as a business at least fifty-one (51%) of which is owned, operated and controlled by minority group members, or in the case of publicly owned businesses, at least fifty-one (51%) percent of the stock of which is owned, operated and controlled by minority group members. "Minority group members" are defined as Blacks, Hispanics, Asian Americans, Native Americans, Alaskan Natives, or women, regardless of race or nationality. A "small business" is defined under Small Business Administration (SBA) section 8(a) rules.

Total Possible Points for SOQ Submittal: 100

IV. AWARD OF AGREEMENT

1. Award of Agreement. The selected Vendor from the Professional Consultants Selection List for each specific project will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFQ. If the City is unsuccessful in negotiating an Agreement with the highest-scoring firm, the City may then negotiate with the second, then third, highest-scoring firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

2. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all SOQs or portions thereof and (iii) reissue an RFQ.

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm _____

Address _____

City _____ State _____ Zip _____

Contact Name: _____

Title: _____

Telephone _____ Fax _____

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

_____ Water Distribution System

_____ Wastewater Systems

_____ Transportation Engineering

_____ Traffic Engineering

_____ Surveying

_____ Hydrology/Hydraulic Projects

_____ Plan Review Services

_____ Landscape Architects

_____ Hydrogeological Engineering

_____ GIS Programs

_____ Geotechnical and Environmental Engineering

_____ Foundations & Structural Design

_____ Electrical & SCADA Programming

_____ Construction Management

_____ Architects

_____ Improvement District Administration

VI. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

FIRM SUBMITTING SOQ	FEDERAL TAX ID NUMBER
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
ADDRESS	TELEPHONE FAX #
CITY STATE ZIP	DATE
WEB SITE: _____	EMAIL ADDRESS: _____

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

If yes, please provide details and documentation of the certification.

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Date: April 1, 2008

From: Mary Rogers, Buyer

Subject: Addendum No. 1 to the Request for Statements of Qualifications, FY 2008/2009 Professional Consultants Selection List (EN08-017)

Due Date and Time: **April 16, 2008**, 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Statements of Qualifications documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted SOQ. Failure to do so may subject the Vendor to disqualification.

This Addendum No. 1 consists of modifications to Section B(III), Request for Statements of Qualifications Format; Scoring.

ADDENDUM

1. Section B(III), Page 5, Section 1: General Factors and Compliance, subsection d(1), is hereby amended to read as follows:

   d. Provide a statement regarding the following:

      1. Your firm's familiarity and capability of compliance with City's standard insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein.

2. Section B(III), Page 5, Section 3: Personnel qualification and pertinent experience, is hereby amended to read as follows:

Section 3: Personnel qualification and pertinent experience 40 pts

3. Section B(III), Page 6, Section 4: Disadvantaged Business Enterprise preference, is hereby deleted in its entirety.

***

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

_____, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

_____, _____2008
Signed Date

_____
Print Name

_____
Title

_____
Company Name

_____
Address

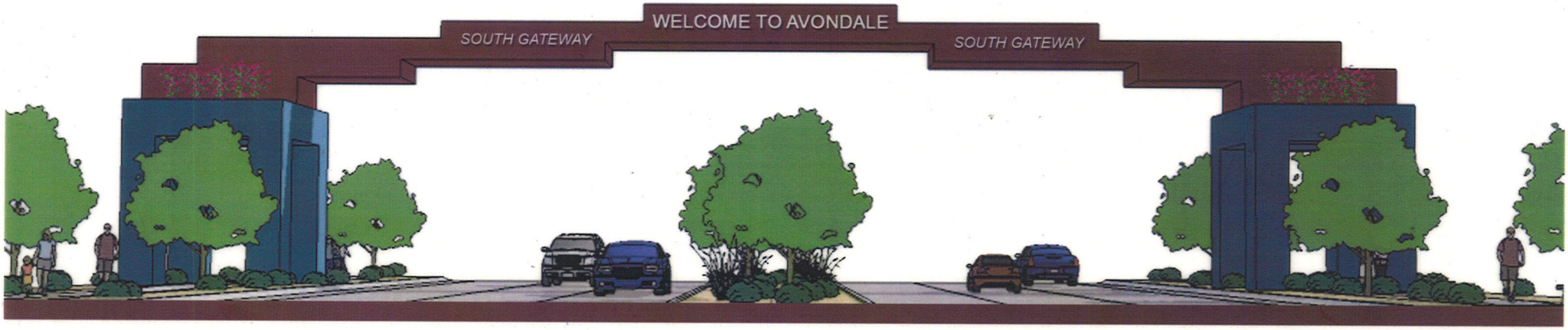
_____
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DAVID EVANS AND ASSOCIATES, INC.

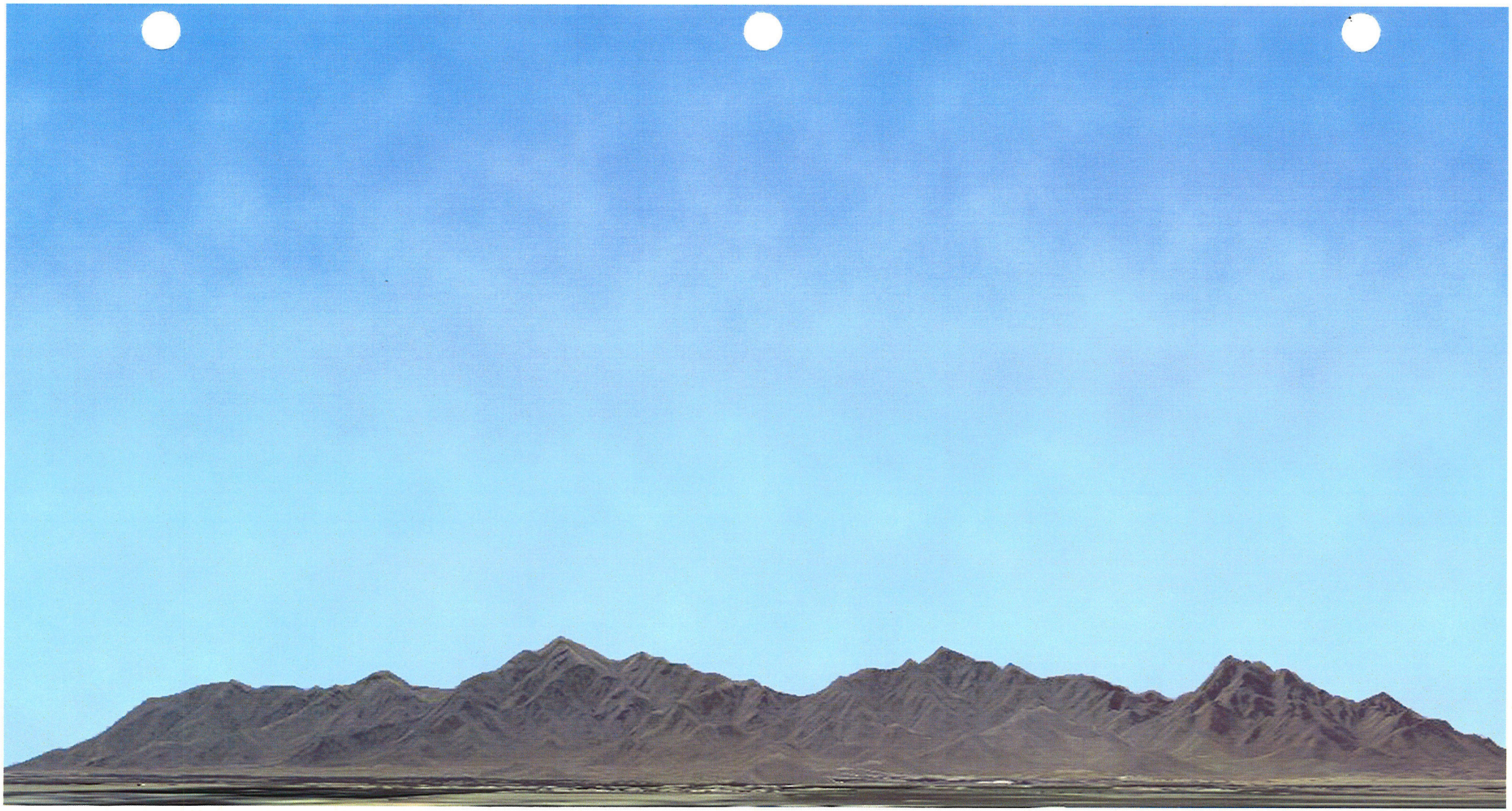
[Consultant's Response to the RFQ]

See following pages.



SOUTH AVONDALE

GENERAL PLAN UPDATE



South Avondale General Plan Update

STATEMENT OF QUALIFICATIONS

AD 07-064 • AUGUST 30, 2007

DAVID EVANS AND ASSOCIATES INC.

2141 East Highland Avenue • Suite 200
Phoenix, Arizona 85016
602 . 678 . 5151 phone • 602 . 678 . 5155 fax
www.DEAInc.com

1 INTRODUCTION

The City of Avondale, a fast-growing incorporated community of more than 75,000 people, seeks a qualified land planning consultant for a thirteen square mile major General Plan Amendment within the City's Planning Area. Ensuring a comprehensive, internally consistent General Plan Amendment, David Evans and Associates, Inc. (DEA) brings a multi-disciplinary team to the City.

With three phases and a realistic, but very tight, timeline, the DEA Team will demonstrate during the interview its quality credentials, vast resources, and elegant solutions for the South Avondale General Plan Amendment. The DEA Team approach ensures accurate background research in Phase I resulting in marketable land use alternatives. A Phase 2 public participation program developing a preferred General Plan Amendment, starting early and running through City Council adoption. The sum of well-executed Phases 1 and 2 results in a solid Phase 3 public hearing and adoption process.

The David Evans and Associates, Inc., Team is ready with the personnel resources, technical capability, and dedicated capacity to meet the August 19, 2008, adoption deadline. The size of the DEA Team shows the commitment of resources needed to ensure timely completion within the approved budget. To meet this deadline, the City of Avondale will be the Team's top priority.

The DEA Team approach creates sustainable, livable neighborhoods, lowers infrastructure costs, reduces heat island effects, and provides a remarkable economic opportunity for Avondale. The team includes planning professionals with sustainable planning certifications, Leadership in Energy and Environmental Design (LEED)-certification, and hands-on, roll-up-the-sleeves, real life experience.

Avondale's project is managed right here in the Valley of the Sun. With DEA's seamless broadband technology, Team members are accessible and available when you need those resources—and the single point of contact is right here. This Western breadth of experience allows the Team to draw on successful sustainable planning efforts from around the United States, and avoid the "everybody around here does it this way" patterns of the past.

2 GENERAL INFORMATION

2.1 David Evans And Associates, Inc.

Primary Contact and Project Manager:
Eric Jay Toll
Direct: 602.474.0926
E-Mail: EToll@DEAInc.com

Client Manager:
Penny Newton-Samer
Direct: 602-474-9205
E-Mail: PLN@DEAInc.com

David Evans and Associates, Inc.
2141 East Highland Avenue, Suite 200
Phoenix, Arizona 85016
602 . 678 . 5151 phone
602 . 678 . 5155 fax

2.1.1 About the Firm

Since its founding as a two-person land development firm in 1976, DEA is a recognized leader in the sustainable design, planning, and management of complex land development, transportation, water resources, and energy projects nationwide. The firm combines the talents of planners, architects, engineers, landscape architects, scientists, and surveyors to provide its clients access to a complete range of services under one umbrella. DEA is consistently ranked among Engineering News Record's Top 100 Pure Design firms in the U.S., and among the leaders in its local markets.

DEA, an employee owned business, is in the top 50 of the Engineering News Record Top 100 Pure Design Firms, and 70th of the Top 500 engineering and planning firms. Phoenix, the second largest office in the firm ranks second by Phoenix Business magazine among engineering firms in the Phoenix metro. The company is also among the top 10 places to work in the large planning and engineering firm classification.

DEA's philosophy and values shape its unique culture of freedom, combined with social and professional responsibility. Its professionals are united behind the firm's core purpose to improve the quality of life while demonstrating stewardship of the built and natural environments.

Core Purpose
David Evans and Associates, Inc.
"To improve the quality of life while demonstrating stewardship of the built and natural environments"

3 EXPERIENCE AND QUALIFICATIONS

3.1 Experience Where It Counts: Real Life

Avondale acquires field-tested, practical, and successful area planning experience when it puts the DEA Team to work for the South Avondale General Plan Amendment. DEA has extensive experience preparing economic development strategies, area land plans, and transportation corridor plans throughout the West. This is the real muscle of the DEA Team. Arizona planning tends to build on what was planned in the City next door. Throughout the metropolitan area, the patterns are the same: commercial at interchanges, a smattering of offices around it, strip malls on the perimeter, apartments next (if any), and then single family homes woven into wide cul-de-sac based neighborhoods. Then this ongoing pattern is followed by the ongoing problems: transportation congestion around interchanges, accidents increasing in and around shopping areas, high failure rates for strip mall stores, a sense of no place at all.

Avondale gains from the experience of the DEA Team. Knowing the type of long-range planning policies that succeed and those that fail takes the risk away from the City.

More important, the South Avondale General Plan Amendment is treated with the same level of honesty and respect with which DEA treats all assignments. DEA does not overbook its services. When a proposal is submitted, we take scheduling seriously and ensure that the resources are available for do the job at the level of quality Avondale will expect.

Values

David Evans and Associates, Inc.

Honesty
Consideration
Openness
Enjoyment
Involvement
Entrepreneurial Spirit
Financial Security

3.2 Current Planning Projects

The DEA Team is working on the following planning related projects. Throughout the firm, DEA resources work on hundreds of active projects at the same time—with over 65% of our revenue coming from repeat clients, and a client satisfaction rate in excess of 95%, the firm's reputation is built on delivering what we promise on time and within budget.

- Renaissance on Route 66 – Phase II, Winslow. Restoration of the original Route 66 and development of the Route 66 Plaza.
- Amaranth (originally, Montage), Goodyear. Planning and land development of a 10,000 acre new urbanist neighborhood in newly annexed south Goodyear near Mobile.
- Los Lomas Specific Plan, Colton, California. Preparation of a specific plan for a 5,000 acre mixed use development with mineral resource reclamation and environmental impact review.
- Montiere Community Master Plan, Buckeye. 600 acre residential multi-use community.
- Trillium Master Plan, Buckeye. 500 acre multi-use community with golf course.
- Vallé del Sol, Buckeye. 310 acre multi-use community master plan.
- CityScape, Phoenix. Mixed use high-rise commercial, office, and residential development in downtown Phoenix.
- Sheraton Hotel, Phoenix. Commercial high-rise hotel.
- W Hotel, Scottsdale. Commercial high-rise hotel.
- Civic Center Plaza, Phoenix. Convention center redevelopment and open-air plaza interconnecting with Arizona State University/Downtown.
- Southwest Corridor Light Rail Extension and Fast Tracks, Denver, Colorado. Comprehensive corridor study for light rail and opportunities for transit oriented development.
- Washington County Commuter Railroad, Beaverton, Oregon. Analysis of development corridor and opportunities if freight lines converted to accommodate commuter (heavy) rail.
- Westgate Complex, Glendale. Master infrastructure planning and design for the Westgate complex including the Jobbing.Com Arena, shopping complex, and hotels. Project in concluding stages.
- Monte Vista Resort Village, Mesa. Redesign of retirement community to accommodate Class A recreation vehicles.
- Glendale Transportation Plan and Transit Centers; Glendale, Arizona (OTAK). Developing site selection criteria, identify sites, develop transit center standards, develop design concepts, and develop preliminary site plans for two transit centers for inclusion in the City Transportation Plan.

3.3 Previous Related Projects

Projects here include those of DEA, DEA personnel in previous positions, and key DEA Team members.

- General Plan Update, County of Mariposa, California. Rewrite 15 element General Plan meeting strict California requirements.
- General Plan Update and development code rewrite, City of Logan, Utah. Rewrite land use, circulation, and open space, parks and recreation elements; rewrite subdivision and zoning codes into consolidated land development code.
- Grand Park Specific Plan, Ontario, California. The vision for 320 acre multi-use plan is a truly livable community, safe, pedestrian-friendly, healthy, and sustainable.
- Century Vintage Homes, San Bernardino, California. Redevelopment project to master plan a multi-use community under the "Livable Communities" banner.
- Dos Lagos Annexation and Specific Plan, Corona, California. Redevelopment master plan for annexation to City with de-

velopment standards and pre-zoning. Complete general plan amendment process required.

- The Cove, San Jacinto, California. Master planned community developed to protect and enhance vernal pools, wetlands, and water features as amenities and environmental resources.
- Washington Square Regional Center Plan, Beaverton, Oregon. The Washington Square Regional Center Implementation determined redevelopment opportunities implementing Metro Transit's goals.
- Saddle Creek Estates, Copperopolis, California. 2,000 acre multi use community specific plan with 27 hole golf course and recreation amenities.
- Investigation of Job Centers in the Phoenix Metro Region, Maricopa Association of Governments (McClure Consulting). MAG project to augment databases for over 100 job centers in the metro region.
- Comprehensive Review of Retail Development Options for Downtown Tempe, for the ASU Arts and Business Gateway Project, Tempe (McClure Consulting). Comprehensive review of retail development options for prime location in Downtown Tempe.
- The Relationship between Commercial Development and Residential Development and Resident Preferences, for the Town of Marana (McClure Consulting). Inventoried business development in a newly developing portion of the community, developed retail demand models to assess the need for commercial development.
- Tempe Comprehensive Transportation Plan and Transportation Toolbox; Tempe, Arizona (OTAK). Introduces a progressive and balanced approach to planning and implementing transportation improvements in the City
- Shoreline Interurban Trail; Shoreline, Washington (OTAK). A multidisciplinary design effort that has greatly expanded opportunities for non-motorized transportation and recreation with the City of Shoreline.
- General Comprehensive Plan, for Clark County, Washington. DEA worked as a partner with County staff in a collaborative effort to draft a new Comprehensive Plan for the County.
- Rockwood Redevelopment Strategy, for the Oregon Department of Transportation, Gresham, Oregon. DEA led a team of planners, urban designers, market economists, and traffic engineers in this plan for the City of Gresham.

3.4 Technological Capabilities

David Evans and Associates, Inc. (DEA), is at the forefront of seamless, technical, integration and innovation. The South Avondale General Plan will be researched, written, and produced at DEA's Phoenix office. Team members are able to work on the Plan from wherever they happen to be at the time they perform the work.

DEA staff has access to all computer files in the company from any broadband connection. The use of this high speed technology also allows for on-line meetings with digital white boards, interactive editing, and audio—meetings at which Avondale staff will participate, as only a computer and a phone are needed. Written reports, presentations, even meetings can be conducted in a time-saving manner through the use of this technology.

Currently DEA is deploying a company-wide Voice Over Internet Protocol telecommunications system that will allow for instant exchange of voice, e-mail, and fax transmissions anywhere in the company. This system will be operational in November. The Avondale project manager dials the DEA project manager's phone number – and wherever the project manager the call is received seamlessly in an office, on the road, or at another DEA location.

For the South Avondale General Plan, DEA brings computer technology to a new level. Interactive ArcGIS capability allows for multiple land use scenarios and impacts to be projected live in public meetings and instantly demonstrate the potential effects from a proposed change as the idea is explored during a hearing or meeting. Additionally, DEA has switched from two dimensional Computer Aided Drawings (CAD) to the new Civil 3D. Paired, the ArcGIS and Civil 3D provide the highest level of modeling potential to explore with various development scenarios.

Every week, an e-mailing list provided by the City will receive the digitally-distributed weekly newsletter, the *Tuesday Ticker*. The *Ticker* is a summary of what work has been completed during the previous week, work anticipated in the coming week, issues and opportunities, and a GANTT chart of project progress.

> If you always do what you always did,
> You'll always get what you always got

DEA Team members are way ahead of the curve for PowerPoint presentations and document production. While the City wants the South Avondale Plan to integrate with the existing General Plan, DEA is capable of providing public presentations that are state-of-the-art publications. Avondale will get a taste of this during the DEA Team interview.

Without question, the David Evans and Associates, Inc., Team has the technical capacity to delivery the City's South Avondale General Plan efficiently, effectively, and promptly.

3.5 Training Makes The Difference

DEA invests over one million dollars a year into professional development. The company runs its own DEA University with classes from project management to client service. This is why DEA team members are on the cutting edge of what works in today's economy for land development.

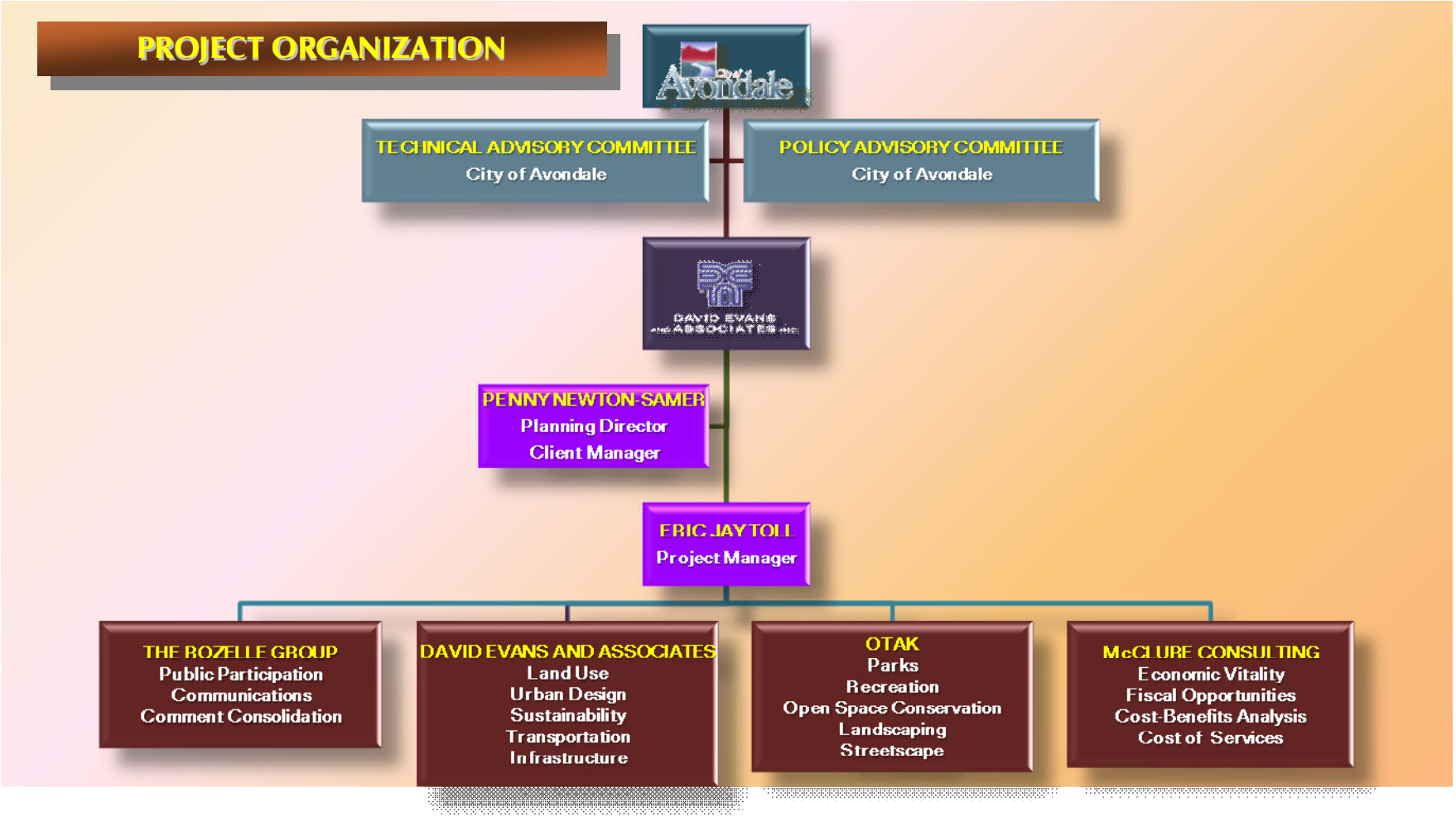
The firm initiated a Sustainable Planning discipline in 2006, including specially-trained professionals. DEA is at the forefront of training for its planners to obtain sustainable community planning recognition. Anyone can talk about "green planning," DEA commits resources, training, and capital bringing experienced sustainable planning to the City of Avondale.

3.6 Project Management Organization

When the City of Avondale entrusts its South Avondale General Plan to the David Evans and Associates Team, it is entering into a quality-committed project closely monitored, well-managed, and prepared with land planning for the coming economy.

First and foremost, Quality Assurance and Quality Control are a primary component of DEA project management. Avondale's Project Manager, Eric Jay Toll, and all of the Task Managers are certified project managers through DEA University. Each Task Manager from the Team members is also a principal or project manager within the firms' training system.

DEA uses a very flat organizational structure. Avondale is only a phone call away from the Project Manager. The internal communications process assures that almost always, the Project Manager will have a pulse on all aspects of the tasks being performed.



4 PROJECT UNDERSTANDING AND APPROACH

4.1 Understanding The Project

The DEA Team understands that the City seeks a fast track General Plan Amendment to accommodate the two potential routes for the State Route 801 Gila River Freeway. The Amendment is intended to integrate seamlessly with the City's existing General Plan in terms of format and style. This facilitates "inserting" the Amendment into the Plan. Avondale seeks a General Plan Amendment updating the use of land south of Lower Buckeye Road to better define land use and development patterns for the next twenty years.

4.1.1 The Approach And Proposed Scope Of Work

Avondale has a planning opportunity to break the Arizona mold. Essentially, there are three concepts before the City. The City can go with the "Same Subdivision, Different Developer (SSDD)," "Outside the Box" conformity, or "Take the 'LEED' in Sustainable Planning."

The DEA Team is prepared to set the table with three tasty alternatives designed to accomplish City overarching goals and vision, and still provide unique-to-Avondale solutions. The DEA Team approach covers the conventional comfort zone development style already established in the Valley. The Team will also deliver concepts enticing dynamic City futures with proven successful concepts not fully appreciated in Arizona, and successful and implementable land use concepts not yet seen in Arizona.

With each approach, DEA intends to incorporate sustainable planning policies to reduce infrastructure costs, increase neighborhood livability, and ensure the Avondale name stands for a forward-thinking, quality place to call home.

Sustainable Planning Framework
It's simple, it works

- *Examine the natural and built environmental systems impacting or affecting the project site.*
- *Develop a principle for each describing the ideal condition for the system.*
- *Guide project decisions balancing the principles, as different courses of action can be considered in light of how they meet these guidelines.*
- *Determine 'baseline" conditions to benchmark improvements to the natural and built environmental systems. When evaluating design scenarios, each action can be evaluated by how it affects the baseline condition.*
- *Document changes and framework-based decisions to show progress and goal achievement.*

4.1.2 Major Issues – Creative Solutions

EXISTING TRANSPORTATION CONSTRAINTS

The South Avondale General Plan area will begin developing long before the SR 801 Freeway is constructed. The challenge solved by the DEA Team is creating a transportation system that will smoothly flow traffic from the newly developed area to I-10, and maintain the ability to move to the south when SR 801 is opened. The DEA Team solution includes concepts like "green roads" and other special corridors designed to encourage shared riding and mass transit. As the Legislature begins exploring use of existing rails for commuter trains, DEA brings its unique commuter planning resources into play.

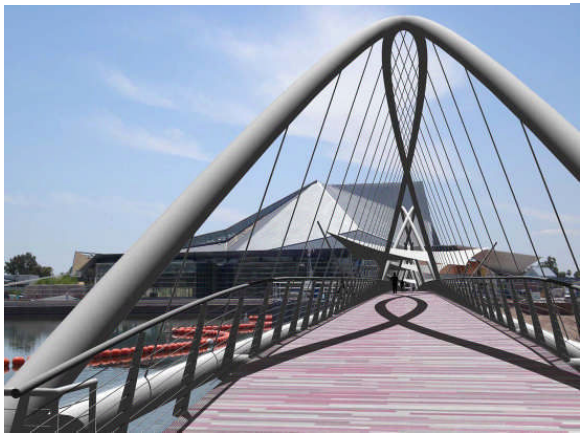
EXISTING UTILITY CORRIDORS

The planning area is crossed by power lines, served by a major, large substation, and underlain with piped utilities. Working with stakeholders, the DEA Team will design policies to allow compatible land uses while still protecting the infrastructure investment. The challenge is to find ways to maintain and enhance view corridors. The DEA Team with architecture and landscape professionals will provide design concepts for the area assuring that the various corridors will not be divisive or dominating in the plan area.

FLOOD PLAIN AND RIVER CORRIDOR

A significant area asset is the Gila River and Agua Fria River flood plains. A major consultant to the Maricopa County Flood Control District, DEA has access to long-range plans for flood control, and has actually prepared studies in this area. In conjunction with OTAK, the Team sees the two river corridors as unique and exciting opportunities for parks, recreation, open space, and quality of life. More important, these two rivers create a unique selling attraction to raise the value of the South Avondale Plan Area.

DEA Team member OTAK : extensive river corridor experience.
The new Tempe Art Center and bridge



PHOENIX INTERNATIONAL RACEWAY

Phoenix International Raceway is the signature Avondale venue. A major economic engine and attraction for which there are three challenges. The first is managing sound. The Plan must include standards for new development to preclude PIR becoming a nuisance and undermining its activities. Second, transportation planning is essential ensuring that new development and PIR events traffic are able to safely and conveniently co-exist. Designing the circulation system to meet these opportunities will be part of the Plan. The third challenge is to find land use patterns encouraging ongoing use of PIR or its facilities. Fiscal analysis will seek out compatible land patterns identifying businesses that will grow with PIR.

MASS TRANSIT AND ALTERNATIVES TO SINGLE OCCUPANCY VEHICLES

Avondale may be part of the now-conceptual I-10 commute rail corridor. This could be either an extension of the light rail system or an addition to the existing heavy-rail system. The DEA Team has direct, hands-on, planning and design experience with both light- and heavy-rail train systems. The location of the South Avondale planning area places it in between the SR 801 and I-10 freeways. Moving traffic north and south for commutes will create bottlenecks in conventional transportation planning scenarios. The Plan provides unique opportunities to incorporate mass transit for area convenience, speed, and commute. "Greenway" routes, bus transit stations, and surface street High Occupancy Vehicle lane improving the commute.

SR 801 – THE GILA RIVER FREEWAY

The proposed routes by the Arizona Department of Transportation (ADOT) can create opportunity or challenge for the City. The DEA Team will assess the two routes and provide the City with the information it needs to advocate its desired route. More important, the DEA team will include policies and programs in the South Avondale General Plan Amendment to protect the

freeway corridor, maximize economic opportunities, and preclude incompatible development.

4.2 The Approach: Sustainable Planning For Avondale's Success

The DEA Team will approach the South Avondale General Plan Amendment with the concepts for City consideration: *The Conventional* (SSDD), *The Interesting*, and *Avondale Takes The LEED In Sustainable Planning*. These concepts are based on preliminary assessment of the South Avondale area and typical area development patterns. While the DEA Team has an overall vision for the concepts, there are no preconceived ideas as to which land use goes to which parcel.

4.2.1 The "Conventional Planning" Concept

The Conventional Planning Concept (SSDD), or "inside the box," focuses on bringing multiple use to the freeway interchanges, creating a recreation and parkland along the river, connecting to the Agua Fria Recreation Corridor, and traditional single family and multi- family development in livable neighborhood patterns. While this concept is routinely traditional, it still incorporates sustainable features using density transfer and multiple uses, but maintaining a more traditional pattern of prescribed land use allocation.

For circulation patterns, this Conventional Planning Approach will interconnect Litchfield Road and Avondale Boulevard with a City street parallel to SR 801. The frontage road will provide economically viable locations with easy visibility from the new Freeway to attract both development and customers. The circulation system will be designed to reduce interchange bottleneck as is normally seen in conventional development patterns.

4.2.2 The "Interesting Planning" Concept

"Outside the box" planning is the latest overused cliché. In the Valley of the Sun, it has become an alternative traditional development pattern. The cut-

ting edge projects: Verrado, Kierland – centralized mixed-use developments within conventional – patterns, have been copied and modified as "outside the box" development. Other touted new urbanism developments: Desert Ridge, Scottsdale Promenade, the Deer Valley Towne Center, and Anthems, are essentially conventional multi-use developments. The term mixed-use is now mixed-up with multi-use. The DEA Team proposes policies and land use patterns for an Outside the Box General Plan Amendment. With multi-use land classifications, the South Avondale Planning Area can evolve into the quality of places like Desert Ridge, Westgate, and Verrado. Uniquely applied densities and creatively integrated attractiveness provides this opportunity.

Circulation patterns can still follow the Valley grid system, with special design features integrated to calm traffic in residential areas. The multi-use planning patterns provide opportunities to better distribute traffic to reduce congestion when the area fully develops.

Outside The Box

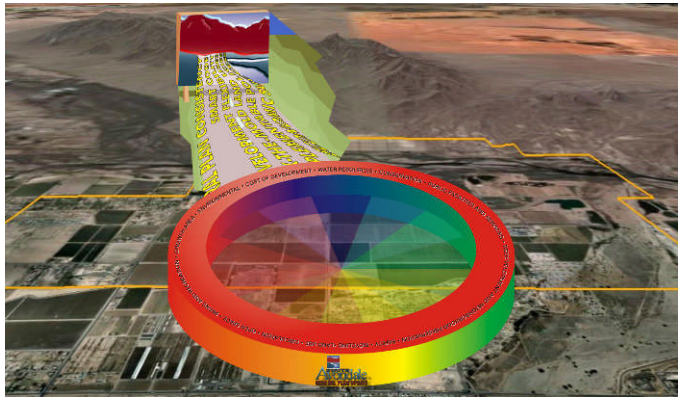
4.2.3 "Avondale Takes the 'LEED' for Sustainable Planning" Concept

Throughout the country, and particularly in the Western United States, land use innovation has long-since bypassed what is seen as "new" in Arizona. Neighborhood centers, or "strip malls" have high vacancy rates and low business productivity. Much of this can be seen in west Phoenix, most of Mesa, and portions of Tempe and Chandler. Even Scottsdale has decaying commercial areas. Avondale South can be planned without the obsolescence.

Single family residential development density is consumed by excessive infrastructure demands. The conventional wisdom related to how much land area the City actually needs for its services results in higher housing costs, higher maintenance costs, and fewer connections per mile for utilities—adding to those costs as well.

Setting aside convention, the DEA Team works with land developers all over the western United States. Working within many different local government

Sustainable Planning Is The Future



requirements, DEA has seen the best and the worst of unintended and intended consequences.

Avondale Taking The 'LEED,' ensures new development will take advantage of green building standards and land planning opportunities. It has been proven time and again that green building within sustainable development adds long-term value. A ULI study finds that every additional dollar sustainable planning requirements cost over conventional planning requirements returned 20-dollars in value.

4.2.4 The Overall Approach

The first step is to assess the content of the adopted General Plan to determine whether any text or mapping amendments are required in addition to the amendment covering the South Planning Area. All collected data will be incorporated into an ArcGIS Geodatabase.

The DEA Team will utilize the opportunities and constraints information to determine areas with development potential. The long-range circulation pattern will be developed, and congestion management concepts will be used to define land use density and intensity for each of the alternatives. Once traffic capacity is known, the land use patterns can be proposed.

The South Avondale General Plan Amendment will include all of the elements required by statute. The format will meld with the existing Avondale General Plan. There may be some differences proposed for the South Planning Area. As nearly an empty canvas for the City, the Area offers many unique opportunities for far-sighted development patterns. As such, there may be differences proposed for development in that area. These differences will work to help the Planning Area both merge with the existing City, but also to let it establish and attractive and effective design theme.

The DEA Team includes an emphasis on planning and urban design. The preliminary assessment is to create a living environment providing opportunities for sustainable planning efforts and to avoid some of the development pattern challenges the conventional approach has delivered in the past.

The fundamental concept behind the DEA approach is to ensure that the South Avondale General Plan Amendment creates livable neighborhoods conducive to a high quality of life.

4.3 Citizen Participation

4.3.1 Public Involvement Approach

In community planning the process is as important as the product. Avondale's General Plan update is an opportunity to educate and involve the community, heighten the sense of "ownership" of community decisions, and reaffirm the community's core values. The public participation process will build upon existing City involvement processes. Existing communications mechanisms will be maximized.

The public participation plan and program must be tailored to the needs of the elected officials, city staff, stakeholders, and planning team. The DEA Team will initiate this opportunity for some research during Phase 1. Dr. Martha Rozelle, a well-known area public participation leader, will head this component of the project.

PHASE 1: IDENTIFY KEY STAKEHOLDERS, KEY ISSUES, AND FORM A STAKEHOLDER GROUP

Assessment interviews of opinion leaders will be conducted in person and by telephone. The purpose is to understand issues and level of concern of their various constituent groups, verify key stakeholders, determine ways that they want to be informed and involved, and learn the best communications methods.

The list of 15 – 20 interviewees will be developed in concert with City staff. It likely will include elected officials, representatives from APS, SRP, WAPA, Rigby Water Company, Gila River Indian Community, PIR, ADOT, and lead-

ers from business, schools, residential communities, and environmental organizations.

Technical and Policy Advisory Committees are proposed. A companion Stakeholder Advisory Committee or Working Group that is balanced across all major stakeholder entities is proposed. Ideally, this group would provide some guidance to the overall public involvement approach. However, we recognize that the Council needs to approve the overall public involvement strategy, so this task may be delayed.

PHASE 2 –DEVELOP AND IMPLEMENT CITIZEN PARTICIPATION AND INVOLVEMENT PLAN

The public involvement strategy will be partially developed during Phase 1. At the start of Phase 2 it will be refined with the help of the Stakeholder Advisory Committee. The plan will be ratified by the City Council.

Subject to actual project assessment, the general approach to Citizen Involvement can include the following components:

Stakeholder Advisory Committee: They will meet regularly, become educated on all aspects of the General Plan update and make informed recommendations to the staff. They will assist with the implementation of the Public Involvement Plan.

Community Catalysts: Identify and engage a group of citizens with strong community networks and the credibility to use those networks. The catalysts will meet as a group with the project team at least three times during the update process. They will report on what they are hearing from the community and in turn will receive a briefing on the status of the General Plan update.

Community-wide Public Workshops: We anticipate three opportunities for public workshops. The first would be used to provide information on the plan and received feedback from citizens. The second would be devoted to listening to citizen views on community needs that should be addressed in the plan. The third would provide the opportunity to respond to proposed GP policies.

Open House: One and possibly two open houses will be held to offer maximum participation to the community. Exhibits will be placed around the room with appropriate city and consultant experts available to answer questions.

Communication mechanisms:

- The city's website and other avenues for communication with its citizens will be used.
- Major employers – the top five or ten major employers in the community will be asked to help us communicate with their employees. We will provide them information in whatever form they need, and in turn they will insert it in their normal communication mechanisms.
- Fact sheets/newsletters –will be developed around key milestones and posted on the web site. A mailing list will be developed with the help of the City and through the development of the public involvement plan.

Every effort will be made to create excitement around the opportunity to plan the future of Avondale. We will design a program that will maximize participation from all parts of the community.

4.3.2 Economic Opportunity, Fiscal Assessment

DEA Team member Joseph McClure, in association The Natelson Dale Group, Inc., has the experience in the areas necessary to accommodate the City's analysis of economic opportunities and fiscal impacts.

Through a series of major real estate research projects throughout metro Phoenix, the firm has current and detailed knowledge of real estate development conditions, both generally in the Valley and specifically on the west side. McClure Consulting is also part of the team working at this time on the Old Town Avondale Revitalization Plan, and therefore directly involved in reviewing, interpreting, and updating portions of the Avondale City Center Market Analysis and other recent economic studies for the city. McClure Consulting

McClure Consulting LLC

will be supported in this project through the services of frequent collaborators The Natelson Dale Group, Inc. (TNDG).

McClure Consulting, with TNDG as frequent partners, has been involved in many strategic planning projects, for economic and community development, and is therefore very familiar with the strategic implications of new development and the infrastructure that can support it, and with community attitudes, and the processes of soliciting those attitudes, regarding development options and their impacts.

The City of Avondale will not only receive a report on the fiscal aspects and marketability of its new South Avondale General Plan Amendment, it will have the necessary findings and digital model with which to calculate impact fees, assess costs and benefits of development proposals, and monitor the successful implementation of the General Plan Amendment.

Incorporating McClure Consulting and TNDG on the DEA Team also ensures seamless integration of the Downtown Revitalization Plan with the South Avondale General Plan Amendment. The projects are not directly related, but they are both critical components of the City's future that must work together.

4.4 Schedule

The DEA Team recognizes the importance of the schedule for the City of Avondale. Essentially, to make the ballot for a major general plan amendment, the project needs to be adopted on August 19 (the second Council meeting in August). To meet this deadline, the schedule works backwards from the end date.

DEA believes that the phases have more concurrence and overlap than consecutive occurrence. It is also critical for the City to maintain communications with the community to, through, and after the adoption process. DEA has built its reputation on completing projects on time and within budget.

Key Deliverables with Section Numbers from the Request for Qualifications pages 12 and 13	
3.1 Conditions/Constraints/Opportunities Report	3.5 Citizen Involvement Report
3.3 Citizen Participation Plan	3.6 Consultant Recommendation
3.2 Land Use Alternatives	3.7 Final Report and Final Version
3.4 Final Draft Land Use Plan	
Phase 2 and Key Deliverable 3.3 will precede the completion of Phase 1 in order to have the Citizen Participation Program ready to start as Phase 1 concludes.	

5 KEY PERSONNEL AND EXPERIENCE

The knowledge, experience, and capability of three experienced planning directors will serve the City of Avondale. David Knowles, head of DEA's planning discipline is the former planning director for the City of Portland, Oregon. David Agnew, a DEA planner and architectural discipline manager is the former Redevelopment Planning Director for the City of Perris, California. Eric Jay Toll, the Phoenix-based project manager served as Community Development Director in Logan, Utah, and Planning Director in Mariposa County, California before joining DEA. Other team members bring hands-on planning agency experience from some of the leading edge planning regions: San Diego, the Bay Area, Seattle, Bellevue, Spokane, and Denver. The Team includes personnel with experience as employees of ADOT, Caltrans, and Departments of Transportation in Oregon and Washington.

Another facet of the DEA experience is that it is one of the few consulting businesses with transit system, and light and heavy rail commute design experience. This means more to Avondale with the discussions to extend light rail or a heavy rail commuter system into the West Valley. DEA's experience with rails means that more than just lines on a circulation map, the assessment can look ahead for design and construction opportunities.

DEA's sustainability commitment is more than paperwork. Our Energy discipline can participate and look for opportunities to enhance the South Avondale General Plan Amendment with opportunities for solar power or wind turbines. Sure, planners can write the policies, but DEA does more than policy writing. We have the experience to design and build wind and solar generation facilities. Our Energy discipline team members can look at the existing power grid and represent the City's interests in recommending policies to protect or relocate power corridors.

This Team is heavy with very experienced professionals. The Team members have the knowledge and skills to work quickly, accurately, and efficiently. The emphasis on experience saves time and budget over the project lifecycle.

Philosophy

David Evans and Associates, Inc.

"We find outstanding professionals and we give them the freedom and support to do what they do best."

David F. Evans

5.1 Key Team Members

5.1.1 David Evans and Associates, Inc.

ERIC JAY TOLL, PROJECT MANAGER

Certified Project Manager Eric Toll has been involved in public sector planning for more than 23 years and with DEA since 2004. He has prepared more than 15 general plans, specific plans, comprehensive plans, and area plans in Arizona, California, Nevada, and Utah. He is an award-winning specialist in affordable housing projects. Eric served 17 years in public agency management including 13 years as a community development director, planning director, and deputy community development director

PENNY NEWTON-SAMER, CLIENT MANAGER DEA PLANNING DIRECTOR/PHOENIX

DEA's quality assurance program provides Avondale with a Client Manager. Penny Newton-Samer, DEA/Phoenix Planning Director, oversees the project and mirrors the project manager with knowledge of all project aspects. Penny is the back-up when the project manager is not available.

DAVID KNOWLES, VICE-PRESIDENT, CORPORATE PLANNING DIRECTOR

David Knowles is an active member of the DEA Team for the City of Avondale. The former planning director for the City of Portland, David was in charge at the time Portland was undergoing both growth management planning and development of its light rail system. David brings unique skills to the Team from his role with Portland and his recent DEA project experience.

DAVID AGNEW, PLANNER, ARCHITECT, URBAN DESIGNER, PLANNING DIRECTOR DEA/ONTARIO

Another active and experienced team member is David Agnew. David is the former Director of Redevelopment for the City of Perris, California. He is an award-winning team leader in the preparation of general plans, master plans and specific plans for projects similar to the South Avondale General Plan Amendment. David, along with Eric and Ryan Birdseye, are team members for a similar, but longer timeline, project for Colton, California.

RYAN BIRDSEYE, LAND DEVELOPMENT DISCIPLINE LEADER

Ryan Birdseye brings extensive experience in assessing the natural and built environmental impacts. Ryan's experience will be critical in assessing development potential in potentially sensitive areas near the two rivers.

TOM PUTTMAN, SUSTAINABILITY PLANNING

Sustainable planning specialists with both education and experience are rare. Tom Puttman is one of DEA's leaders in this field. Tom is a planner and an engineer.

KELLY RODGERS, SUSTAINABILITY PLANNING

Kelly Rodgers not only plans sustainable developments, but actually lives in one. Kelly is a DEA innovator in the sustainability planning field. She lives in a co-housing development, and has experience with heat island effect reduction.

HOWARD C. CORNELL, VICE-PRESIDENT, LAND DEVELOPMENT

Having worked as a member of a public agency, a developer, and a land planner, Howard Cornell is known for his ability to study land and find the optimal ways of creating livable neighborhoods.

BILL ROBERTS, INFRASTRUCTURE

Working with Buckeye, Surprise, Scottsdale, Peoria, El Mirage, Glendale, Calexico, and other communities, Bill Roberts is a specialist in public infrastructure systems. His skill is designing efficient, cost-effective water delivery and wastewater collection systems for public agencies and major new communities.

FRANK BROWN, WATER RESOURCES

DEA has long worked with the Maricopa County Flood Control District is assessing the most effective methods for flood system management. Frank is the public sector water resource specialist for DEA. His skills focus on regional and system-wide programs.

CHUCK HORVATH, TRANSPORTATION DIRECTOR

Experience with ADOT and throughout Arizona, Chuck Horvath has an innate understanding of not only the design, but the cost of circulation improvements. Chuck was DEA's project manager for the Phoenix Light Rail Central Avenue segment.

ERIC MACEYKO, TRANSPORTATION PLANNING

Bringing traffic modeling skills and innovative solutions for congestion management, Eric is DEA's transportation planning specialist. His background and knowledge will lead the congestion management team.

C. SCOTT RICHMAN, TRANSPORTATION PLANNING

Mr. Richman is a senior environmental and transportation planner, with more than 16 years of professional planning experience. His experience includes management, coordination and production of transportation corridor, transportation systems planning, and community planning projects.

GILL WILLIAMS, LANDSCAPE ARCHITECTURE CORPORATE DISCIPLINE DIRECTOR

A native of Coolidge, Gill brings extensive experience in the use of native and xeriscape landscaping. Gill is another of DEA's skilled sustainable planning specialists.

5.1.2 OTAK

BRAD BIELENBERG, LANDSCAPE DESIGN

Brad is an award-winning senior landscape architect/urban designer with OTAK with over 15 years of experience. He is skilled in landscape architecture, urban design and project management and has designed and managed an assortment of streetscapes, parks, residences, and plazas. Among his desert experience, in addition to Arizona, is project design in Israel.

MANDI ROBERTS, LANDSCAPE DESIGN

Over the past 22 years of her work in community planning and landscape architecture, Mandi has gained extensive experience in project management, public involvement, environmental analysis, interpretive planning and design, integrated land use and transportation planning, streetscape and public space master planning and design.

GEOFF BRADY, LANDSCAPE DESIGN

Geoff is as landscape designer with experience in construction layout; planting, entry monument, and open space design; commercial landscape; roadway and light rail improvements; canal and easement improvements; and park-and-ride facilities.

TERRY WARE, URBAN DESIGNER

Terry is a planner and urban designer at Otak with over 28 years of experience. His areas of expertise are urban, transit-oriented redevelopment, mixed-use redevelopment, and urban design. Terry has directed or contributed to the conception, planning, design, implementation, and approval of diverse, high-profile projects.

5.1.3 The Rozelle Group

MARTY ROZELLE, PUBLIC PARTICIPATION

Dr. Rozelle is recognized nationally as a leader in facilitating consensus among stakeholders on large and complex issues. She has designed and conducted stakeholder participation programs for controversial siting studies and has also implemented numerous public awareness campaigns.

5.1.4 McClure Consulting and TNDG

JOSEPH MCCLURE, ECONOMIC DEVELOPMENT

Joe McClure has served as principal or manager of land economics research and advisory-services organizations for the last 27 years. Through McClure Consulting and affiliated firms, Joe provides services in geography-based economics.

JORDAN WIDEMEYER, ECONOMIC DEVELOPMENT

Jordan Widmer brings an academic background in geography and economics to McClure Consulting. Diversity in his academic studies, including such disciplines as regional economic development, business development, environmental issues, GIS, urban geography, and spatial analysis, have given Mr. Widmer a broad perspective on various issues.

ROGER DALE, MANAGING PRINCIPAL. TNDG

Roger Dale has been affiliated with McClure Consulting for over 10 years, in his role as managing principal of The Natelson Dale Group, Inc. (TNDG). His background encompasses the fields of real estate development, economic development, environmental and land use policy, marketing, financial feasibility analysis, and survey research.

ALAN LEVENSON. TNDG

Mr. Levenson has an academic background in economic theory with particular emphasis on economic development. A significant focus of Mr. Levenson's work has been on preparing retail market analyses and models.

6 REFERENCES

6.1 David Evans and Associates, Inc.

For Project Manager Eric Toll:

Equity Lifestyle Properties, Phoenix. J'Erin Justice, Project Co-ordinator. 602-674-5690 x 27

Renaissance on Route 66—Phase II, Winslow, Arizona
Paul Ferris, Planning Director, 928-289-1415

The Legacy: Mariposa County General Plan Update, Mariposa, California. Sarah Williams, 209-742-1215

For David Evans and Associates, Inc.:

Phoenix Parks,
Jan Hancock, Member, City of Phoenix Parks Board, 602-417-1216

City of Phoenix, Civic Center and CityScape
Ed Zuercher, Sr. Deputy Chief of Staff, City of Phoenix Mayor's Office, 602-262-7111
Jay DeWitt, City of Phoenix, 602-495-0376
Sandy Eeds, HOK Development, (816) 329-4272
Tim Smith, Hunt Construction, 602-225-9800

Valley Metro Light Rail
Rick Simonetta, Chief Executive Officer, Valley Metro Rail, 602-495-8214

Third Street Plaza, Civic Center, Phoenix
Councilman Claude Mattox, City of Phoenix, 602-262-7446
Don Cardin, Principal, Cardin Development, 602-258-1222

Arizona State University, Downtown Campus
Steve Nielsen, Arizona State University, Director of Campus Planning, 480-965-7616

Phoenix Transportation
John Siefert, PE, City of Phoenix Streets Transportation Dept. 602.262.1650

6.2 Otak

Road improvements and oasis. Scottsdale.
Mary O'Connor, City of Scottsdale, (480) 312-3111

Transportation Plan, Glendale
Cathy Colbath, City of Glendale, (623) 930-3501

Town Lake and facilities, Tempe
Mark Weber, City of Tempe, (480) 350-8526

6.3 McClure Consulting/TDNG

Economic Benefits of Regional Shopping Center, Pima County
Mitch Stallard, Vice President – Development, Westcor
602.953.6200

Market Feasibility and Estimates of Tourism Purchases, Sparks, Nevada
Armando Ornelas, Redevelopment Manager, City of Sparks, 775.353.1644.

Retail Market Strategy for West Phoenix, Phoenix (TDNG)
Mr. Bruce MacTurk, Economic Development Program Manager
City of Phoenix,)602) 262-6008

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DAVID EVANS AND ASSOCIATES, INC.

[Scope of Work]

See following pages.

ATTACHMENT A

AVON0000-0008
CITY OF AVONDALE
ESTRELLA FOOTHILLS AREA PLAN

SCOPE OF SERVICES

October 20, 2008

GENERAL

1. The Estrella Foothills Area Plan ("PROJECT") focus centers on (a) Economic Development and Fiscal Impact; (b) transportation; and (c) land use.

2. An "Area Plan" is not a defined Plan type in the Arizona Revised Statutes. It is a plan scope determined by the City of Avondale ("CITY") to meet the CITY'S specific needs. For this PROJECT, "Area Plan" means a long-range policy document covering a period of twenty years prepared to accomplish policy direction of the City Staff and Council. An Area Plan does not contain all required elements of a General Plan as called out in ARS §461-05, and does not contain required content for a Specific Plan as called out in ARS §461.08. The content of an Area Plan may be determined by CITY. An Area Plan, however, is adopted in the same manner as a General Plan amendment.

3. Project managers will be designated by CITY and CONSULTANT.

4. Unless otherwise directed, CONSULTANT shall submit all deliverables to CITY project manager.

5. This Scope of Services ("SERVICES") delineates responsibilities between David Evans and Associates, Inc. ("CONSULTANT") and CITY.

CONSULTANT RESPONSIBILITIES

DELIVERABLES

CONSULTANT will provide the following deliverables:

1. "Alternative Land Use Plans for the Estrella Foothills Area" ("ALTERNATIVES"). This deliverable is comprised of three maps depicting different development alternatives for PROJECT. Each map will be accompanied by a brief Executive Summary including (a) definitions for land uses including density (units per acre) and intensity (floor area ratio); (b) a brief explanation of the land use concepts; and (c) a simple qualitative economic analysis of each.

2. "Outline Version of the Estrella Foothills Area Plan" ("OUTLINE"). This deliverable is CONSULTANT's proposed Table of Contents, an outline of the issues to be addressed, anticipated goals, likely methods of implementation, and other information as necessary for CITY to determine that CONSULTANT is preparing PROJECT to meet CITY expectations. CITY is not expected to "redline" the Outline, and CONSULTANT is not expected to pre-

pare a second version of the Outline. Any changes directed by CITY shall be incorporated into the Administrative Draft Version described below.

3. "Administrative Version of the Estrella Foothills Area Plan" ("ADMINISTRATIVE VERSION"). This deliverable is CONSULTANT's proposed complete PROJECT with all maps, graphics, exhibits, tables, and supporting data. This is an internal document submitted for review and approval of CITY, and is not for public distribution. Maps, graphics, and exhibits may be in draft form.

4. "Preliminary Version of the Estrella Foothills Area Plan" ("PRELIMINARY VERSION"). This deliverable is the CITY's approved version of PROJECT for release to the public and agencies for review and comment. The Preliminary Version is the plan upon which all public presentations are based.

5. Deliverables will be provided to CITY in the following format(s):

    a. One (1) editable original in Microsoft Word version 2003 or higher; compatible with CITY software capability. Any special fonts and graphics will be both embedded into the document and provided as separate True Type or Open Source (.TTF or .OTF or equivalent) files to CITY.

    b. One (1) reproduction copy published in a Portable Document Format (PDF) compatible with Adobe Acrobat version 7.0 or newer at a print publication resolution of 300 dots per inch (dpi), or as specified by CITY, including linked bookmarks, page thumbnails, and appropriately embedded fonts.

    c. One (1) reproduction copy published in a Portable Document Format (PDF) compatible with Adobe Acrobat version 7.0 or newer and Extended Mark-up Language (XML) compatible with Internet Explorer Version 6.0 or newer and Firefox Browser Version 2.0 or newer at Internet publication resolution of 96 dpi, or as specified by CITY, including linked bookmarks, page thumbnails, and appropriately embedded fonts.

    d. One (1) DVD-ROM or other CITY-approved digital media containing all of the written reports, graphics, exhibits, tables, and presentations and the personal geodatabase, shape files, annotations, world files, and other files as may be necessary to provide updated GIS data to CITY.

    e. All CONSULTANT digital maps will be delivered in ArcGIS-compatible format(s).

MATERIALS

CONSULTANT will obtain copies of all documents from non-City agencies and sources. If documents and data from non-City agencies have associated costs, CONSULTANT will notify CITY, and CITY will attempt to obtain materials at no cost to CONSULTANT. If a payment is required, either CITY will acquire the documents or CITY shall reimburse CONSULTANT for cost of obtaining materials.

ANALYSIS OF IMPACTS FOR THE SR 801 NORTHERN ALIGNMENT

Analysis of Northern 801 Alignment (Stand-alone task). CONSULTANT shall prepare EXHIBIT usable for determining the impacts of the "Northern" or "Broadway" alignment of State Highway 801. This overlay will depict how the northern alignment impacts the existing General Plan land uses and the proposed Area Plan land uses. CITY and CONSULTANT will meet to discuss City-related impacts.

TASK 001. PROJECT KICK-OFF MEETING

CONSULTANT will host a Kick-off Meeting with CITY and all key team members to review SCOPE, technical requirements, CITY expectations, lines of communications, budget, and deadlines. Meeting One (1).

TASK 002. ALTERNATIVE LAND USE PLANS

002.01. Data Collection

A. Existing Resources. CITY shall provide CONSULTANT with copies of all applicable technical reports and documents applicable to PROJECT. When feasible, digital copies shall be provided along with hard copies. At a minimum CONSULTANT shall be provided:

[1] Most current Avondale General Plan,
[2] Long Range Transportation Plan of October 2006,
[3] Current version of the Center City/Downtown Study (or equivalent),
[4] ADOT or MCDOT plans or design concept reports affecting Avondale,
[5] Park and Recreation Plan,
[6] FY 2008-2009 Capital Improvements Plan, and
[7] Other document that the CONSULTANT needs to review.
[8] City existing GIS mapping

B. Data Review. CONSULTANT shall review data and compile relevant information necessary for standards of care for preparation of an Area Plan. Not all information may be used in PROJECT.

C. Database and Appendices. CONSULTANT shall maintain a database and bibliography of data used in the preparation of PROJECT.

002.02. Estrella Foothills Alternative Land Use Plans.

A. Alternative Land Use Plans. ALTERNATIVES are comprised of three maps depicting different development alternatives for PROJECT. Each map will be accompanied by:

[1] a legend defining land uses, including density (units per acre) and intensity (floor area ratio); and
[2] a qualitative economic analysis of each alternative.

B. Land Use Alternatives. CONSULTANT shall prepare three (3) land use alternatives for review and approval of CITY.

[1] Alternative One. The Existing Land Use Plan. This alternative is comprised of the existing Avondale General Plan with the addition of the SR 801 south route.

[2] Alternative Two. The Traditional Land Use Plan. This alternative utilizes current (2008) traditional development patterns and land uses. It will reflect optimization of undeveloped and underdeveloped lands within PROJECT.

[3] Alternative Three. The Visionary Land Use Plan. This alternative represents CONSULTANT's recommendation for a Land Use Plan achieving long-range standards of sustainability, alternate transportation modes, and development patterns designed for fiscal efficiency and economic return on investment.

C. Content. Each land use alternative for PROJECT shall be comprised of:

[1] A conceptual land use plan showing generalized locations of land use classifications and major arterial street corridors, a legend explaining map markings, and a bullet list describing highlights of each Alternative.

[2] CONSULTANT shall prepare a generalized, qualitative, simple fiscal and impact economic analysis for each Alternative.

D. Meeting. CITY and CONSULTANT shall hold a meeting to discuss the draft Alternative Land Use Plans and determine forward direction, based on CITY's redline mark-up and written comments. Meeting Two (2).

E. Revision and Publication. Based on CITY comments, CONSULTANT shall revise ALTERNATIVES one time to incorporate revisions requested by CITY prior to the Neighborhood Meetings.

002.03. Deliverable. Estrella Foothills Area Alternative Land Use Plans shall be delivered to CITY in the required format(s).

002.04. Neighborhood Meetings

A. CITY and CONSULTANT shall collaborate on the content and design of a questionnaire for meeting attendees. CITY shall prepare the initial and ultimate questions. CONSULTANT and CITY shall cooperate in finalizing multiple choice answers and the design of the questionnaire to facilitate data collection and analysis.

B. Meeting Attendance. CONSULTANT shall attend one (1) Neighborhood Open House Meeting.

002.05. Council Workshop (Workshop #1)

The City Council shall hold and CITY shall facilitate a single purpose workshop to focus exclusively on the reviewing, questioning, and commenting on the three Alternative Plans. The end result of the Workshop is the Council's specific selection of a Preferred Alternative Plan from which all future documents shall be prepared. CONSULTANT shall attend workshop as ex-officio member of Planning Staff to respond to questions and comments as directed by CITY.

A. Workshop presentation and supporting materials. CONSULTANT shall provide digital files of Exhibits, Graphics, and other information from the report as requested by CITY.

B. Selection of Preferred Alternative. CITY shall work to persuade Council to make a clear selection of a Preferred Alternative, which will be clarified further with CITY staff and CONSULTANT as necessary in order to proceed

to next Task; the Preferred Plan or the "Administrative Version of the Estrella Foothills Area Plan" by the Consultant. The CITY and the CONSULTANT will both keep written notes of the Council workshop.

002.06. Meeting. Assessment of Preferred Alternative

CITY and CONSULTANT shall meet to compare understandings and finalize direction for the CONSULTANT to use in preparation of the Preliminary Version of the "Estrella Foothills Area Plan." The Preferred Plan is likely to be a hybrid of the various Alternative Land Use Plans. It is critical that the expected content and understanding of Council direction be made clear to CONSULTANT. Meeting Three (3).

TASK 003. OUTLINE VERSION OF THE "ESTRELLA FOOTHILLS AREA PLAN"

003.01. Preparing the Outline Plan.

A. CONSULTANT will prepare an outline and draft Table of Contents for PROJECT to be reviewed and approved by CITY. The purpose of the outline is for CONSULTANT and CITY to discuss how certain issues are to be addressed, ensure all parties understand the direction of the City Council, and what positions are to be advocated and supported by City Staff.

B. Vision Statement. Consultant will distill public comments, Council direction, and Staff input into a proposed "Vision Statement" prepared for CITY review, revision, and approval. The Vision Statement will represent the overall objective of PROJECT.

C. Preferred Land Use Map. CONSULTANT will include land use map representing the direction by CITY from the Council's selection of a preferred alternative. This assumes that the City Council modifies one of the alternatives presented in Task 002.05.

D. Goals. As part of the OUTLINE, CONSULTANT will present CITY with Goals envisioned to be included in PROJECT.

E. Implementation Measures. Generalized implementation measures may be included in the written outline.

003.02. CITY Meeting. Review, Redline, and Approve. CONSULTANT and CITY shall meet to review the Outline, as may be required for content in the ADMINISTRATIVE VERSION. CITY shall review, redline, provide direction, and approve the OUTLINE. CONSULTANT shall not proceed beyond this task until OUTLINE is approved by CITY. Meeting Four (4).

TASK 004. ADMINISTRATIVE VERSION OF THE ESTRELLA FOOTHILLS AREA PLAN

004.01. Preparing Administrative Version

A. Vision Statement, Area Plan Overview. CONSULTANT shall prepare the introduction to the proposed PROJECT.

B. Land Use. CONSULTANT shall prepare a Land Use chapter incorporating appropriate issues, goals, policies, and implementation measures.

[1] Land Use. The chapter shall include a land use map of appropriate size and scale to identify individual properties and streets. The Land

Use chapter is based on the preferred alternative selected by Council and not from new information. It shall include definitions of land use classifications incorporating standards for maximum population density and maximum building intensity. Professional standards of care shall be used to determine approximate density and intensity for CITY. The Land Use Chapter shall include Land Use graphic(s), map(s), figure(s), or exhibit(s) (collectively, "EXHIBIT") designed to integrate with the overall City General Plan map in use of terms and colors and symbols.

[2] Gila River Development Opportunities. CONSULTANT shall incorporate a "shortlist" of development opportunities into the Administrative Version narrative. The Gila River Development Area is defined as the southern boundary of the Planning Area and the south proposed right-of-way line for the Arizona 801 Freeway running the length of the City's Planning Area, and includes the portion of Agua Fria River from the confluence with the Gila River to Broadway Road. A Gila River Development opportunity shall be included in the land use selected by CITY for purposes of preparing the Administrative Version or Preferred Alternative. One separate Gila River blow-up graphic of the opportunity shall illustrate the proposed land use and its relationship to the Phoenix International Raceway, a resort, and the proposed 801 Freeway.

C. Transportation. The scope of the transportation and circulation portion of the ADMINISTRATIVE VERSION is intended to provide recommendation on roadway requirements within the study area that support that preferred land use scenario.

[1] Data Collection. This task is comprised of CONSULTANT coordinating with CITY to obtain all existing daily traffic data available for the study area. If additional collection of daily traffic volumes is necessary, CONSULTANT will provide written request to CITY. This task excludes the collection of traffic volumes by CONSULTANT.

[2] Trip Generation. Daily trip generation numbers for the preferred land use scenario will be calculated using the trip generation rates and/or equations from Trip Generation, Seventh Edition, by the Institute of Transportation Engineers, 2003. Assumptions for land use densities/intensities identified in the preferred land use alternative i.e. dwelling units per acre and floor area ratio's will be used to quantify total number of vehicle trips.

[3] Trip Distribution and Trip Assignment. The daily trips identified in Task 004.01.C.[1] above for the preferred land use alternative will be distributed proportionally on the proposed roadway network to population/employment centers within 10 miles of the study area.

[4] Traffic Analysis. The traffic analysis will include the projected travel demand on all major and minor roadways within the study area. Identification of roadway functional classification and future typical sections will be completed for the roadways within the study area including the following level of classifications:

- 4 or 6 lane arterial
- Major or minor collector

- Rural cross-section (not currently developed)
- This study will not address roadway classification at the “local” level.

The functional classification for the roadways will be identified based on the projected traffic volumes and capacity or level of service for roadway segments. Peak hour level of service at intersections is not included in this analysis.

Based on Maricopa Association of Government historic population data and discussion and approval by CITY an annual growth rate for the City of Avondale will be selected. Based on the selected growth rate, 20 year traffic projections for the study area roadway network will be completed. The future traffic projections will then by analyzed to provide roadway classification recommendations for the 20-year horizon.

The traffic analysis and model will make the assumption that the SR 801 is constructed in the preferred south alignment. Consultant shall make reference to and include any applicable SR 801 Corridor Study information that may impact the Estrella Foothills Area Plan.

The traffic analysis will identify traffic volumes entering and exiting the study area and will identify capacity deficiencies if they exist within a one-mile buffer area of the defined study area limits. A one-mile buffer area is assumed for this scope of work, but the appropriate buffer area (within a three–mile limit) will be determined based on discussions and approval by CITY.

[5] Transportation Chapter. This task includes preparation of a written document addressing the transportation and circulation needs to support the preferred land use scenario. The chapter shall include transportation and circulation maps, figures, and tables of the appropriate size and scale to represent the proposed roadway network and projected (20-year) traffic volumes in the study area.

The transportation chapter shall include definitions of roadway classifications and established level of service criteria.

The transportation chapter shall also include a list of prioritized improvements that will be required to support the development of the preferred land use scenario. Along with the list of prioritized improvements recommendations for implementation of the prioritized improvements shall be included.

D. Floodplain/Drainage. CONSULTANT shall include a brief discussion of constraints caused by existing mapped floodplains and known drainage patterns identified in existing drainage reports/studies. Discussion shall include the existing Durango drainage channel. Work shall also include EXHIBIT showing the issues and constraints discussed.

E. Economic model. It is the intent of this scope to provide the background information by which the CONSULTANT will generate general guidelines for

land use and the mix of uses within the planning area including the Gila River area; and model the fiscal and economic impacts for the preferred alternative while providing qualitative input on the fiscal implications of the three land use alternatives as they are being drafted.

[1] The CONSULTANT will obtain, collect, and analyze available and accessible data related to existing and future development-market conditions within the study area (the area of market influence that extends beyond the planning area), and prepare a general overview of market conditions for the major categories of potential private development in the study area. This overview will include general measures of supply (including major planned projects) and demand, by 5-year time intervals through build-out, for the relevant uses.

[2] CONSULTANT will provide a qualitative assessment of the competitive strength of the planning area for key use types, including regional and community-level retail as well as neighborhood-level, employment uses (office, industrial and institutional), and single and multifamily residential, and the general development timing for these use types. This assessment would include general guidelines concerning a range of appropriate land use mixes.

[3] For the preferred alternative, CONSULTANT will adapt a simple fiscal and economic impact model to the conditions in the planning area for the planned uses under consideration, and use the model to estimate potential fiscal and economic impacts of the proposed future development, including sales tax receipts, property taxes, and employment. To the extent development cost data for overall infrastructure (roads, regional drainage systems, etc.), are available as part of the planning process or through other documentation, we will include such costs in the analysis.

F. Maps, Graphics, Illustrations, Tables, Charts, Exhibits. EXHIBIT shall be integrated into the appropriate chapter(s) of PROJECT.

004.02. Appendices. CONSULTANT shall provide other Appendix material necessary for the PROJECT other than the comment tracking.

004.03. Meet to review comments. CONSULTANT shall meet with CITY to review CITY's mark-ups and comments related to the ADMINISTRATIVE VERSION.

004.04. Revision. CONSULTANT shall revise ADMINISTRATIVE VERSION one time for final review of CITY.

004.05. Deliverables. Estrella Foothills Area ADMINISTRATIVE VERSION shall be delivered to CITY in the required format(s).

TASK 005. PRELIMINARY VERSION OF THE ESTRELLA FOOTHILLS AREA PLAN

005.01. Prepare the PRELIMINARY VERSION. CONSULTANT shall prepare the "Preliminary Version of the Estrella Foothills Area Plan," based on the content of the Administrative Version and incorporating the comments, changes, and minor revisions as determined by CITY. This is the final Deliverable prepared by CONSULTANT and provided to CITY. PRELIMINARY VERSION shall move forward for approval of PROJECT and for release to the public.

005.02. Revision. Following CITY review and comment, CONSULTANT will perform a quality assurance review ensuring proper grammar, spelling, and production format. CONSULTANT shall make minor changes to text as directed by CITY not requiring more than four hours of time.

005.03. Deliverable #3: This deliverable is the first public-release version of the Plan. The Preliminary Version will be delivered in the format(s) specified.

TASK 006. ESTRELLA FOOTHILLS AREA PLAN ADOPTION

006.01. Planning Commission Recommendation Process. Public Hearing. CONSULTANT will attend the Planning Commission public hearing and be available to answer questions as directed by CITY. Public Hearing One (1)

006.02. City Council Final Adoption Process.

A. City Council Workshop. CONSULTANT shall attend meeting as ex-officio member of Staff for purposes of answering questions and offering comments as may be requested by CITY. Workshop Two (2)

B. City Council Public Hearing. CONSULTANT shall attend meeting as ex-officio member of Staff for purposes of answering questions and offering comments as may be requested by CITY. Public Hearing Two (2)

C. City Council Action Hearing. If City Council determines that the Final Version of the Estrella Foothills Area Plan ("FINAL PLAN") will be adopted at a separate meeting from the City Council Public Hearing, CONSULTANT will attend that meeting to answer questions as may requested by CITY.

TASK 007. PROJECT CLOSURE

File Administration and Compilation. CONSULTANT shall compile digital and file copies (where available) of all materials used in the preparation of PROJECT. Files shall be organized and indexed for CITY and delivered to CITY within sixty (60) calendar days of the adoption of PROJECT.

TASK 008. PROJECT MANAGEMENT

Project Administration, Oversight, Meetings, and Communications. General project oversight including staff meetings, time and schedule management, assignment of tasks, routine CONSULTANT, CITY, and constituent communications, client meetings, consultant team meetings as necessary.

TASK 009. ADDITIONAL TASKS AND SERVICES

Additional services required by the city and not specifically described in the above scope of services shall be performed under a contract change order mutually agreed to by both parties.

CITY RESPONSIBILITIES

DELIVERABLES

CITY to provide the following deliverables:

1. CITY will take the CONSULTANT-prepared document(s) (DELIVERABLES) through the recommendation and adoption process. CITY will make revisions necessary to PROJECT during adoption process. Revisions asked of CONSULTANT during adoption process are not included in this SCOPE and such tasks may be performed subject to a Change Order negotiated between CITY and CONSULTANT.

2. Draft Version (Planning Commission Version) of the “Estrella Foothills Area Plan” (by CITY): This version of the Plan represents the Area Plan with changes as recommended by the Planning Commission to the City Council. Revisions to PROJECT from the Preliminary Version are by CITY. This is not a CONSULTANT deliverable.

3. Final Version (City Council Version) of the “Estrella Foothills Area Plan” (by CITY): This version of the Plan represents the version as adopted by the City Council. Revisions to PROJECT from the Draft Version are by CITY.

4. CITY to produce any necessary hard copies for internal use or public distribution. CONSULTANT may, at CITY request, deliver the publication master directly to the publication center selected by CITY.

SCHEDULE

1. CITY and CONSULTANT agree that PROJECT is to be managed in as an efficient manner as is possible to adhere to SCOPE, FEES, and SCHEDULE.

2. CITY staff will review and comment on all drafts in a timely manner according to the agreed upon schedule. Consultant deadlines will be adjusted as mutually agreed by the CITY and the CONSULTANT if additional CITY review time is needed. Delays in excess of thirty (30) calendar days may result in the need for a change order in regards to budget or schedule.

MATERIALS BY CITY

1. CITY will provide all readily available public records and documents at no cost to CONSULTANT. This includes all CITY documents necessary for CONSULTANT to review. If documents and data from non-City agencies have associated costs, CONSULTANT will notify CITY, and CITY will attempt to obtain materials at no cost to CONSULTANT. If a payment is required, either CITY will acquire the documents or CITY shall reimburse CONSULTANT for cost of obtaining materials.

2. Data Collection. Existing Resources. CITY shall provide CONSULTANT with copies of all applicable technical reports and documents applicable to PROJECT. When feasible, digital copies shall be provided along with hard copies. At a minimum CONSULTANT shall be provided:
   a. Most current Avondale General Plan,
   b. Long Range Transportation Plan of October 2006,
   c. Current version of the Center City/Downtown Study (or equivalent),
   d. ADOT or MCDOT plans or design concept reports affecting Avondale,
   e. Park and Recreation Plan,
   f. FY 2008-2009 Capital Improvements Plan, and
   g. Other document that the CONSULTANT needs to review.
   h. City existing GIS mapping

3. CITY staff will coordinate with CONSULTANT on the acquisition and use of Geographic Information System (GIS) digital resources. CITY to provide an ArcGIS compatible geodatabase or equivalent shape files and data files of project area or obtain same on behalf of CONSULTANT from Maricopa County or other appropriate source.

CITY RESPONSIBILITIES WITHIN TASKS

TASK 001. PROJECT KICK-OFF MEETING

CONSULTANT will host a Kick-off Meeting with CITY and all key team members to review SCOPE, technical requirements, CITY expectations, lines of communications, budget, and deadlines. Meeting One (1)

TASK 002. ALTERNATIVE LAND USE PLANS

1. Meeting. CITY and CONSULTANT shall hold a meeting to discuss the draft Alternative Land Use Plans and determine forward direction, based on CITY'S redline mark-up and written comments. Meeting Two (2).

2. Authorization for production. CITY shall review pre-publication version of ALTERNATIVES and authorize CONSULTANT to prepare deliverables.

3. Neighborhood Meeting. CITY shall be responsible for all organization, notification, and facilitation for the Neighborhood Meeting.

    a. CITY and CONSULTANT shall collaborate on the content and design of a questionnaire for meeting attendees. CITY shall prepare the initial and ultimate questions. CONSULTANT and CITY shall collaborate related to multiple choice answers and the design of the questionnaire to facilitate data collection and analysis.

    b. CITY shall prepare comment cards, exhibits, posters, handouts, and other needed documents for the review and approval of CITY.

4. Comment cards. CITY shall collect comment cards, compile and track all comments, and incorporate any comments attached to displays.

5. Meeting and Facility Arrangements. CITY shall set the date, time, and arrange for the location for the Neighborhood Meeting.

6. Meeting Supplies. CITY will provide for incidental supplies for the meetings, such as, but not limited to, pens, pencils, easels, chairs, microphone, refreshments, as necessary.

7. Notices. CITY shall send all public mailing notices, provide stamps or mail metering and prepare addressing or address labels, notify and conduct all tasks related to mailing invitations and take calls responding to all questions from the public related to the invitations to the Neighborhood Meetings.

8. "Comments from the Neighborhood Open House:" CITY shall categorize and compile comments from the Neighborhood Meeting and Questionnaire using the CONSULTANT-prepared spreadsheet template to memorialize all comments collected.

9. Council Workshop (Workshop #1) The City Council shall hold and CITY shall facilitate a single purpose workshop to focus exclusively on the reviewing, questioning, and commenting on the three Alternative Plans. The end result of the Workshop is the Council's specific selection of a Preferred Alternative Plan from which all future documents shall be prepared.

10. Workshop presentation and supporting materials. CONSULTANT shall provide digital files of Exhibits, Graphics, and other information from the report as requested by CITY. CITY shall facilitate and produce meeting materials. The workshop is intended for the City Council and those that the City Council may invite. The Alternative Plans, used in the Neighborhood Meetings, will be the Alternative Plans presented in the Council Workshop. The "Comments From Neighborhood Meetings" will also be made available for review and discussion in the Council Workshop.

TASK 003. OUTLINE VERSION OF THE "ESTRELLA FOOTHILLS AREA PLAN"

1. CITY will review this outline and recommend, revise, or change as necessary. CONSULTANT and CITY will meet to discuss feasible implementation required to accomplish each goal.

2. CITY Meeting. Review, Redline, and Approve. CONSULTANT and CITY shall meet to review the Outline, Conceptual Goals, Preferred Land Use Map, and any other such information as may be required to prepare the Administrative Version. Meeting Four (4).

TASK 004. ADMINISTRATIVE VERSION OF THE ESTRELLA FOOTHILLS AREA PLAN

1. Optional copies: CONSULTANT may be requested by CITY to prepare additional hard copies of Deliverables. Such request to be determined later and are considered Additional Tasks and Services and Fees under the scope of Task 009 on page 10.

2. ADMINISTRATIVE VERSION approval. Subsequent to the review of the ADMINISTRATIVE VERSION, the CITY shall provide to the CONSULTANT mark-ups and written comments related to the ADMINISTRATIVE VERSION documents.

TASK 005. PRELIMINARY VERSION OF THE ESTRELLA FOOTHILLS AREA PLAN

3. CITY to produce any necessary hard copies for internal use or public distribution. CONSULTANT may, at CITY request, deliver the publication master directly to the publication center selected by CITY.

TASK 006. ESTRELLA FOOTHILLS AREA PLAN ADOPTION

1. Planning Commission Public Hearing. CITY shall prepare, facilitate, and lead one Planning Commission Public Hearing for purposes of the Commission's review and recommendation to the City Council. Public Hearing One (1)

2. Preliminary Plan revision. Following the Commission hearing and recommendation, CITY will make revisions to the Preliminary Version of the Estrella Foothills Area Plan and its EXHIBIT.

3. Draft (Planning Commission) Version of the "Estrella Foothills Area Plan" CITY shall publish the Area Plan with changes as recommended by the Planning Commission to the City Council.

4. City Council Final Workshop: CITY shall prepare, facilitate, and lead one City Council Workshop for purposes of reviewing the Commission's recommendation and discussing desired changes to the Area Plan. Workshop Two (2)

5. City Council Public Hearing: CITY shall prepare, facilitate, and lead one City Council Public Hearing for purposes of the Council's final direction and action on PROJECT.

6. Final (City Council) Adopted Version of the "Estrella Foothills Area Plan." CITY shall publish the FINAL VERSION of the Area Plan. The FINAL VERSION of PROJECT represents the Area Plan with changes as may be adopted in hearings by the CITY COUNCIL. Public Hearing (3), although this should be for deliberations only

EXCLUSIONS

1. The “southern alignment” will be the only alignment used for the purpose of PROJECT. It is unknown when the Arizona Department of Transportation (ADOT) will announce its preferred route for the SR 801 Freeway. The City Council has directed that the “southern alignment” is the Council’s preferred alternative.

2. Maricopa County has announced plans for improvements to MC 85 which may conflict with a recently adopted Plan for City Center Avondale. One option under discussion is the possible relocation of MC 85. No resolution of this matter has been completed at the time this SCOPE was prepared, and the impact of relocation of MC 85 into the PROJECT area is not a part of this SCOPE OF SERVICES.

FINAL

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DAVID EVANS AND ASSOCIATES, INC.

[Fee Proposal]

See following pages.

ATTACHMENT B

2008 FEE SCHEDULE – HOURLY RATES APPLICABLE TO ADDITIONAL SERVICES

Effective from execution of contract to completion date of December 31, 2009

1.	Principal	$200.00
2.	Senior Transportation Project Manager	$160.00
3.	Transportation Engineer	$135.00
4.	Project Manager/Survey Manager	$150.00
5.	Project Engineer	$130.00
6.	Project Designer	$110.00
7.	Designer	$95.00
8.	Transportation Designer	$80.00
9.	CAD - Engineering/Planning/Survey Tech	$75.00
10.	Project Surveyor	$125.00
11.	Chief of Parties/Sr. Survey Tech	$98.00
12.	GPS Specialist	$125.00
13.	Survey Party Chief	$88.00
14.	Survey Field Technician	$58.00
15.	Survey Crews: 2-Person/3-Person	$145.00/$200.00
16.	Construction Observer	$80.00
17.	Principal Planner	$150.00
18.	Senior Planner	$120.00
19.	Project Planner	$95.00
20.	Graphic Designer	$75.00
21.	Planning Tech/Project Coordinator	$75.00
22.	Administrative	$65.00
23.	Architectural Manager	$150.00
24.	Landscape Designer	$75.00
25.	Senior Landscape Architect	$115.00

REIMBURSABLE EXPENSES:

The Rates for Expenses for additional tasks and services used as a basis for payments are as set forth below:

Outside expenses incurred under this agreement for which DEA must pay shall be charged at actual cost plus fifteen (15%) percent. These expenses may include, but shall not be limited to, costs for transportation and subsistence incidental thereto; mapping, photographic or reproduction services; surveying and drafting supplies; equipment rental; fees for permits, filings, applications, bonds and special insurance coverage; long distance telephone charges; services provided by professional firms, outside consultants, and testing firms; postage and freight; etc.

ATTACHMENT C
SCHEDULE OF MAJOR MILESTONES

		Milestones
		2008
	Notice to Proceed	November 3
Task 001.	**Project Kick-Off Meeting**	**November 4**
Task 002.	**Estrella Foothills Alternative Land Use Plans**	
	Deliverable #1: Alternative Land Use Plans	December 15
	City review and redline	December 22
		2009
	Revise and publish	January 5
	Neighborhood Meeting	Recommend January 17,
	Neighborhood Meeting Comments	January 26
	Council Workshop (Workshop #1)	(Single purpose, special meeting) **February 9**
Task 003.	**Administrative Version of the "Estrella Foothills Area Plan"**	
	Deliverable #2: Outline Plan	March 2
	City review and redline	March 9
	Deliverable #3: Administrative Version	April 20
	City Review and Comment	May 4
	DEA Revision	**May 18**
Task 004.	**Preliminary Version of the Estrella Foothills Area Plan**	
	Deliverable #4: Preliminary Version	**May 26**
Task 005.	**Area Plan Adoption**	**Recommended Schedule**
	Planning Commission Public Hearing	June 25
	City Council Workshop	July 20
	City Council Public Hearing	August 3
	Final City Council action on the "Estrella Foothills Area Plan."	August 17 or September 8
Task 006.	**Project Closure**	**30 days after final action**
Task 007.	**Project Management**	**Ongoing**

ATTACHMENT D

FIXED FEE SCHEDULE

DEA Task	Description	Fixed Fee
001	Project Kick-off Meeting	$ 2,100
002	Alternative Land Use	37,800
003	Outline Version	7,300
004	Administrative Version Area Plan	60,100
005	Preliminary Version Area Plan	6,100
006	Adoption Process	3,000
007	Project Closure	2,000
008	Project Management and Administration	9,000
009	Additional services	Time and Materials
	Total of Fixed Fees	**$127,400**

Subconsultants (fees included in above tasks):

McClure and Associates LLC – Economic Development and Market Studies $27,300

Total included above: $27,300

CITY COUNCIL REPORT

SUBJECT:
Contract Amendment with AMEC Earth and Environmental, Inc. for Testing and Modification of Wells 22 & 25

MEETING DATE:
November 3, 2008

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a contract amendment with AMEC Earth and Environmental, Inc. for an amount not to exceed $149,391 for a revised contract total of $299,187 for the purpose of testing and modification of Wells 22 & 25, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On May 7, 2007, City Council approved a contract with AMEC Earth and Environmental, Inc. for the design, construction management, and abandonment services of Wells 22 & 25 in the amount of $149,796. The design was completed and the well drilling completed for both wells. After the wells were drilled, samples were taken at various levels to determine the potential yield and water quality of each well. It was discovered that each of the wells can deliver a larger volume of water than was estimated from the upper levels of the well. This larger quantity of water contained a larger concentration of nitrate and total dissolved solids (TDS) than was previously estimated. This is the case for both wells.

DISCUSSION:

Due to this problem, staff is requesting AMEC amend their contract to temporarily seal off an upper portion of each of the wells, repump the wells, and determine if a permanent change to the well screen interval will reduce the nitrate and TDS supplied by the wells. If this is successful, it will improve the quality of water, but will also reduce the well production. If the wells will still produce adequate water, and the quality is improved, this contract will provide for permanently sealing off the upper portion of the well, and provide the testing that will be required by the Arizona Department of Water Resources for obtaining the well permit.

BUDGETARY IMPACT:

Funding is currently available in Line Items 514-1201-008520 and 514-1216-008520 for this contract amendment.

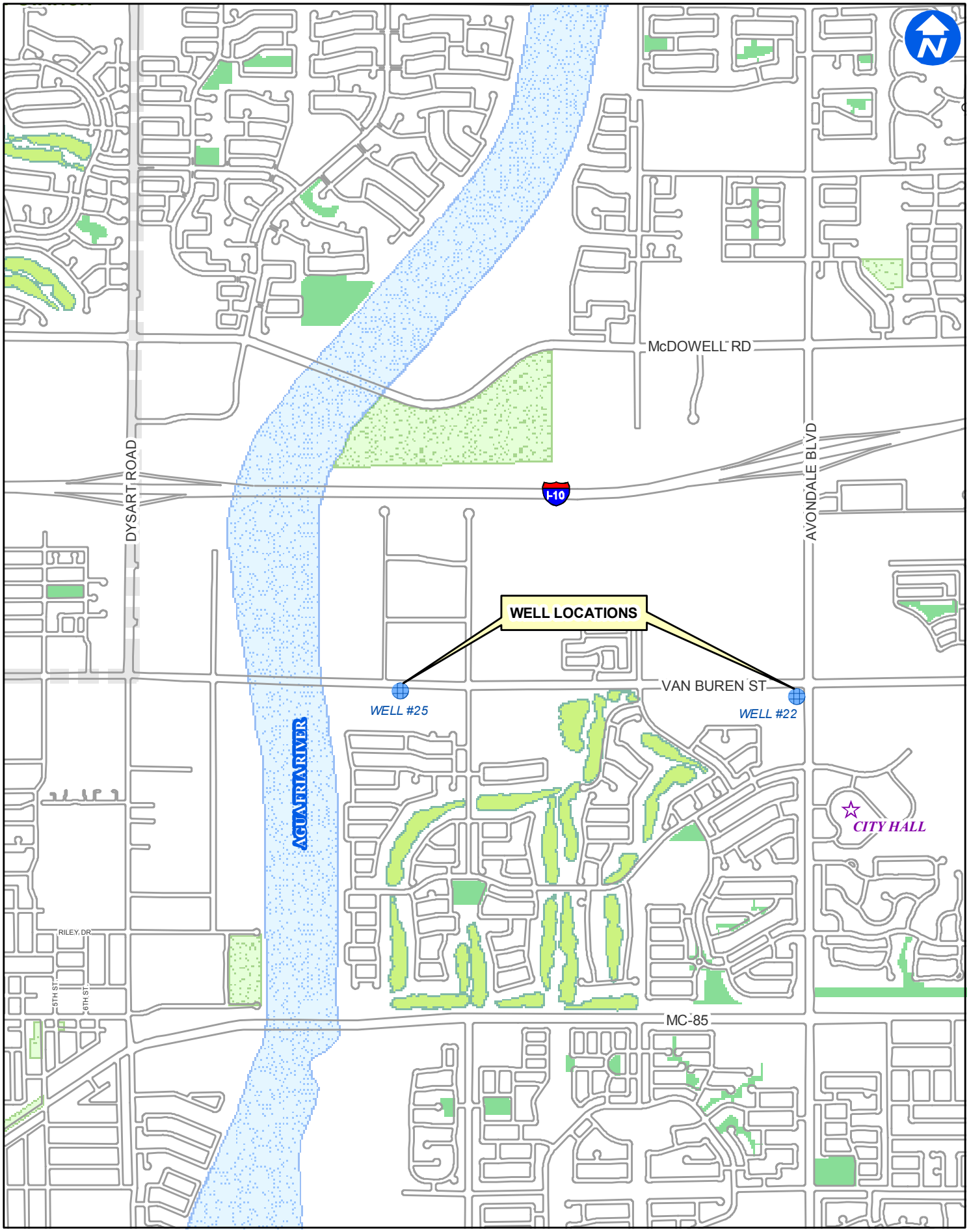
RECOMMENDATION:

Staff recommends that the City Council approve a contract amendment with AMEC Earth and Environmental, Inc. for an amount not to exceed $149,391 for a revised contract total of $299,187 for the purpose of testing and modification of Wells 22 & 25, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- PSA - AMEC Part 1
- PSA - AMEC Part 2
- PSA - AMEC Part 3
- PSA - AMEC Part 4
- PSA - AMEC Part 5
- PSA - AMEC Part 6



0 0.25 0.5 Miles

City of Avondale
Well #22 and #25

Map Produced by Avondale Water Resources/GIS Division

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AMEC EARTH & ENVIRONMENTAL, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of November 3, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and AMEC Earth & Environmental, Inc., a Nevada corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, EN 08-017 "Request for Statements of Qualifications for FY 2008/2009 Professional Consultants Selection List" as modified on April 1, 2008 by that certain Addendum No.1 (collectively the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant responded to the RFQ, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for well testing and modification services related to Wells 22 and 25 (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 January 31, 2008.

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

3. Compensation. The City shall pay Consultant a price not to exceed $149,391.00 for the Services as set forth in the Fee Proposal, included as part of the Scope of Work attached hereto as Exhibit C and incorporated herein by reference.

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

5. 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. 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.

g. 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.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors 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 any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the

form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance 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. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies 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. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing a contract number will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) 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 and a copy of the declaration page(s) of the insurance policies 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 Street, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: (602) 340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	AMEC Earth & Environmental, Inc. 1405 West Auto Drive Tempe, Arizona 85284-1016 Facsimile: (480) 940-2320 Attn: Chris J. Courtney, R.G.

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 subsection. 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 Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractor are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Consultant's and its subcontractor's compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Consultant's response to the RFQ, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. This Agreement shall be for the use of the City. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded Consultant. In order to participate in this Agreement, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Consultant must be in agreement with the cooperative transaction. Any orders placed to the successful Consultant will be placed by the specific agencies participating in this purchase. 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.

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

"**City**"	"**Consultant**"
CITY OF AVONDALE, an Arizona municipal corporation	AMEC Earth & Environmental, Inc., a Nevada Corporation
_____	By:_____
Charles P. McClendon, City Manager	
ATTEST:	Name:_____
_____	Its:_____
Carmen Martinez, City Clerk	

(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 AMEC EARTH & ENVIRONMENTAL, INC., a Nevada 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
AMEC EARTH & ENVIRONMENTAL, INC.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**EN 08-017**
Solicitation Title:	**FY 2008/2009 Professional Consultants Selection List**
Release Date:	**March 25, 2008**
Final Date for Inquires and Place to Send Inquiries	**April 4, 2008** Charles Andrews, P.E., Senior Project Manager City of Avondale Engineering Dept. 11465 West Civic Center Drive, Suite 120 Avondale, Arizona 85323 OR candrews@avondale.org
SOQs Due Date, Time and Location:	**April 16, 2008** **3:00 p.m.** (local time, Phoenix, Arizona) City of Avondale 11465 West Civic Center Drive, Suite 200 Avondale, Arizona 85323-6804
Letters to Final Listed Firms:	**June 30, 2008**
City Representatives:	**Charles Andrews** **candrews@avondale.org** **623-333-4200** **Mary Rogers** **mrogers@avondale.org** **623-333-2200**

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I. INTRODUCTION

1. Purpose. The City of Avondale (the "City") is seeking Statements of Qualification ("SOQ") from professional consulting engineering firms ("Vendors") to be considered for a Professional Consultants Selection List aimed at capital improvement projects during the 2008/2009 and 2009/2010 Fiscal Years. Only Vendors capable of providing the requested discipline category of professional services will receive consideration. Qualified Vendors are invited to submit SOQs.

2. Discipline Categories of Projects. During Fiscal Years 2008/2009 and 2009/2010, the City plans to contract for professional services specific projects within the 16 (sixteen) different discipline categories of projects listed below. The scope of work for these specific projects may include studies, site investigations, planning, preliminary design concepts, and contract document development (preparing detailed plans, schedules, designs, assembly of specifications and reports). Project duties may also involve budget estimating, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration and presentations at public meetings. Please note, all projects involving the preparation of design plans and specifications require the design plans and specifications to be sealed by a Professional registered in the State of Arizona.

The Professional Consultants Selection List discipline categories are:

- Water Distribution System – Feasibility studies, wells, distribution systems, pump stations, storage facilities and treatment plants.

- Wastewater Systems – Studies, collection and disposal system designs, treatment plants and lift stations.

- Transportation Engineering – Roadway improvement projects, master plans, transportation planning, traffic calming projects and intersection designs.

- Traffic Engineering – Speed, volume and classification studies, traffic signal warrant studies, other traffic engineering and traffic control studies (such as All-way STOP warrant studies), pedestrian & bicycle studies, Safe Routes to School plans, school crosswalk studies, traffic signal design, traffic control design such as signing and pavement marking, traffic crash analysis, design of safety improvement projects, design of bike lane/transit/crosswalk facilities, street lights, and Intelligent Transportation Systems (ITS such as Traffic Operations Center design, variable message signs, fiber optic and conduit design, and Wireless Advanced Traffic Management Systems).

- Surveying - Including topographic surveys, boundary surveys, construction staking, as-built surveys, right-of-way and easement investigation, ALTA and preparation of legal descriptions.

- Hydrology/Hydraulic Projects – Master plans, hydrology studies and designing storm water drainage facilities.

- Plan Review Services – Includes plan review of subdivision plats, residential and commercial developments, construction plans for water, sewer, paving, drainage, street/traffic lights and grading.

- Landscape Architect – Master plans, conceptual planning, site designs, parks and community facilities, streetscapes, sidewalks, bicycle and pedestrian pathway design, scenery planting and irrigation.

- Hydrogeological Engineering – Provide aquifer impact and well feasibility studies. Ability to provide well abandonment services. Design of wells; provide construction inspection/observation services during the drilling of new or replacement wells.

- GIS Programs – Services to support Geographic Information Systems Programs including: data collection and development, map compilation, transformation and systems integration.

- Geotechnical and Environmental **-** Geotechnical engineering, pavement design, materials sampling and testing, pavement evaluation, design recommendations and specifications. Environmental site assessments, compliance audits, risk evaluations and recommendations.

- Foundation and Structural Design - To include load calculations and recommendations for construction of retaining walls, steel reinforced concrete structures, small buildings, and vehicular and pedestrian bridges.

- Electrical Design and Supervisory Control and Data Acquisition (SCADA) Programming - Provide design and inspection services for electric power supply, control systems and equipment specifications. Design and programming of local SCADA systems, PLC programming, and telemetry.

- Construction Management – Provide Construction Management at Risk (CMAR) and Design Build process management or construction administration and inspection services, such as estimation, bid document preparation, QA/QC services, shop drawing review, and post design services.

- Architect - Planning, renovation, interior and exterior design and construction management of small public building projects.

- Improvement District Administration – Qualifications will be considered from Vendors who are well established in this field, who are financially responsible and who have the resources and ability to provide the services requested in a professional and timely manner. Improvement District infrastructure improvements include, but are not limited to, roadway, water, wastewater, drainage systems, parks and other types of infrastructure.

II. STATEMENT OF QUALIFICATIONS REQUIREMENTS

1. Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Professional Consultants Selection Lists for Fiscal Year 2008/2009 and 2009/2010 outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

a. Interested parties must submit **one (1) original** and **eight (8) copies** (nine (9) total submittals) of the SOQ.

b. The SOQ shall be submitted with a cover letter with an original ink signature by a person authorized to bind the Vendor. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in original ink by the authorized person signing the SOQ.

c. The SOQ shall be a maximum of 15 pages to address the SOQ criteria (excluding résumés and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule, a discipline category/staffing matrix, or organizational chart and only having criteria information on one side. The cover letter, cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. The minimum allowable font for the SOQ is **11 pt**.

d. All Vendors shall (i) examine the entire RFQ, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a SOQ and (iv) submit the entire SOQ by the official Due Date and Time. Negligence in preparing a SOQ confers no right of withdrawal after the SOQ Due Date and Time.

e. All SOQs shall be sealed and clearly marked with the SOQ title and number**, FY 2008/2009 Professional Consultants Selection List (EN 08-017)**, on the lower left hand corner of the sealed mailing envelope. A return address must also appear on the outside of the sealed SOQ. The City is not responsible fore the pre-opening of, post-opening of, or the failure to open, any SOQs not properly addressed or identified.

f. All SOQs shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the time and date indicated on the cover page of this RFQ.

g. Telegraphic (facsimile), electronic (email) or mailgram SOQs will not be considered.

2. Irregular or Non-responsive SOQ. The City will consider as "irregular" or "non-responsive" and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

3. Inquiries. Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing by the date indicated on the cover page of this RFQ. Any correspondence related to the RFQ shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFQ number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed SOQ and may not be opened until after the Due Date and Time.

4. Late SOQs. Late SOQs will not be considered, except as provided by the City Procurement Code. A Vendor submitting a late SOQ shall be so notified.

5. Withdrawal of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may withdraw its SOQ. Facsimile, electronic (email) or mailgram SOQ withdrawals will not be considered.

6. Amendment of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may amend its SOQ. Facsimile, electronic (email) or mailgram SOQ amendments will not be considered.

7. Cost of SOQ Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. SOQs submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

8. Offer. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ and the Vendor's responsive SOQ, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form included herein.

9. Public Record. All SOQs shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

10. Confidential Information.

a. If a Vendor believes that a SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified.

b. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination.

c. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld.

d. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

11. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the SOQ.

12. Certification. By submitting a SOQ, the Vendor certifies:

a. The submission of the SOQ did not involve collusion or other anti-competitive practices.

b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. Failure to sign the SOQ, or signing it with a false statement, shall void the submitted SOQ and any resulting Agreement.

d. It (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 3, Inquiries, above.

e. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached Professional Service Agreement including the Exhibits.

13. Protests. Any Bidder may protest this RFQ issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

III. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule on the cover page of this RFQ. Upon receipt of an SOQ, each submittal will be reviewed for compliance with the submittal requirements by the Selection Committee. SOQs shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. Up to ten (10) of the highest rated professional consultants from each discipline category will be selected for inclusion on the Professional Consultants Selection shortlist.

These Professional Consultant Selection shortlists will be used to invite Vendors to submit proposals to provide professional services on specific project assignments. The City reserves the right to conduct formal interviews with selected Vendors depending upon the size and complexity of the specific project. The final Professional Consultant Selection List will be used by the City for at least one year and at the discretion of the City Manager for a second consecutive year.

For large or complex projects or for very specialized work, the City may use a separate Request for Proposals or Request for Qualifications process.

All processes will be conducted in accordance with ARIZ. REV. STAT. Title 34.

Section 1: General Factors and Compliance 10 pts

a. One page cover letter as described in Section II, 1(b) addressed to Charles Andrews, Senior Project Manager.

b. Completed Discipline Specialty Check List – Please ONLY check the discipline category(ies) for which you are particularly qualified, fully addressed and desire to be considered.

c. Title sheet with the following information:
   1. Title: Statement of Interest to provide Professional Services for Capital Improvement Projects for the 2008/2009 and 2009/2010 Fiscal Years.
   2. Submitted to: City of Avondale City Clerk
   3. Submittal date: April 16, 2008 (local time, Phoenix, Arizona)

4. Submitted by: Engineering firm or Individual (submitting) include address, contract person and telephone number.

d. Provide a statement regarding the following:

1. Your firm's familiarity and intention to comply with City's insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein. A copy of the City's "Notice of Request for Proposal" which includes standard contract provisions, terms and conditions is available upon request.

2. Your firm's design philosophy and approach to developing sound engineering recommendations and your approach to problem resolution.

e. Vendor Information Form shall be attached as separate appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 2: Vendor's relevant experience, availability and capability 50 pts

a. Provide a brief description of the firm including the number and types of personnel who would serve on projects.

b. Provide a list of relevant projects in which the firm had a significant contribution with an emphasis on local experience. Include references and telephone numbers of clients familiar with the projects.

c. Provide a general description of the company that is proposing to provide the required services. Explain the legal organization of the company.

d. Provide identification information of your firm. Include the legal name, address and legal form of the firm (e.g., partnership, corporation, joint venture, sole proprietorship). If a join venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the firm is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the SOQ.

e. Identify the location of the firm's principal office and the local work office, if different.

Section 3: Personnel qualification and pertinent experience 35 pts

a. Provide the firm's general or specific experience pertaining to the Professional Consultant Selection List discipline category(ies) the firm desires to be considered for.

b. Provide a matrix listing all categories within the discipline for which the firm is qualified to provide services and identify the participating staff/key personnel. Include a matrix listing for all subcontractors.

c. Provide certifications, licenses and memberships in professional associations, societies or boards.

d. Provide a résumé for the personnel who will serve in key positions for projects, including specific experience for each person on relevant projects, the number of years the personnel has been with the present firm and the total years of experience. Résumés shall be limited to two pages per résumé. Résumés shall be attached as an appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 4: Disadvantaged Business Enterprise preference 5 pts

It is the policy of the city that disadvantaged business enterprises (DBE) shall have the opportunity to participate to the maximum extent feasible in all required aspects of procurement and contracting in accordance with applicable statutes, regulations, and executive orders (Ord. No. 588, 5-15-95). Qualifying DBE shall indicate their status with a statement in the cover letter.

A "disadvantaged business enterprise (DBE)" is defined as a business at least fifty-one (51%) of which is owned, operated and controlled by minority group members, or in the case of publicly owned businesses, at least fifty-one (51%) percent of the stock of which is owned, operated and controlled by minority group members. "Minority group members" are defined as Blacks, Hispanics, Asian Americans, Native Americans, Alaskan Natives, or women, regardless of race or nationality. A "small business" is defined under Small Business Administration (SBA) section 8(a) rules.

Total Possible Points for SOQ Submittal: 100

IV. AWARD OF AGREEMENT

1. Award of Agreement. The selected Vendor from the Professional Consultants Selection List for each specific project will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFQ. If the City is unsuccessful in negotiating an Agreement with the highest-scoring firm, the City may then negotiate with the second, then third, highest-scoring firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

2. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all SOQs or portions thereof and (iii) reissue an RFQ.

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm _____

Address _____

City _____ State _____ Zip _____

Contact Name: _____

Title: _____

Telephone _____ Fax _____

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

_____ Water Distribution System

_____ Wastewater Systems

_____ Transportation Engineering

_____ Traffic Engineering

_____ Surveying

_____ Hydrology/Hydraulic Projects

_____ Plan Review Services

_____ Landscape Architects

_____ Hydrogeological Engineering

_____ GIS Programs

_____ Geotechnical and Environmental Engineering

_____ Foundations & Structural Design

_____ Electrical & SCADA Programming

_____ Construction Management

_____ Architects

_____ Improvement District Administration

VI. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

FIRM SUBMITTING SOQ	FEDERAL TAX ID NUMBER
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
ADDRESS	TELEPHONE FAX #
CITY STATE ZIP	DATE
WEB SITE: _____	EMAIL ADDRESS: _____

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

If yes, please provide details and documentation of the certification.

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Date: April 1, 2008

From: Mary Rogers, Buyer

Subject: Addendum No. 1 to the Request for Statements of Qualifications, FY 2008/2009 Professional Consultants Selection List (EN08-017)

Due Date and Time: **April 16, 2008**, 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Statements of Qualifications documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted SOQ. Failure to do so may subject the Vendor to disqualification.

This Addendum No. 1 consists of modifications to Section B(III), Request for Statements of Qualifications Format; Scoring.

ADDENDUM

1. Section B(III), Page 5, Section 1: General Factors and Compliance, subsection d(1), is hereby amended to read as follows:

   d. Provide a statement regarding the following:

      1. Your firm's familiarity and capability of compliance with City's standard insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein.

2. Section B(III), Page 5, Section 3: Personnel qualification and pertinent experience, is hereby amended to read as follows:

Section 3: Personnel qualification and pertinent experience 40 pts

3. Section B(III), Page 6, Section 4: Disadvantaged Business Enterprise preference, is hereby deleted in its entirety.

***

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

_____, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

_____, _____2008
Signed Date

_____
Print Name

_____
Title

_____
Company Name

_____
Address

_____
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AMEC EARTH & ENVIRONMENTAL, INC.

[Consultant's Response to the RFQ]

See following pages.

April 16, 2008
AMEC Proposal No. PW08-04-04

Mr. Charles Andrews
Senior Project Manager
City of Avondale Engineering Department
11465 West Civic Center Drive, Suite 120
Avondale, Arizona 85323-6804

Subject: Statement of Qualifications
FY 2008/2009 Professional Consultants Selection List

Dear Mr. Andrews,

The City of Avondale (City) is one of the fastest-growing communities in Maricopa County. To keep pace with the rapidly growing population and to preserve the quality of life that Avondale residents enjoy, your Department is pre-qualifying consultants to efficiently provide the majority of the City's Capital Improvement Projects during the next two fiscal years. We are confident that our qualifications and select project team members strongly demonstrate our experience and technical competence to provide you with the highest quality services.

There are nine (9) categories for which we are submitting our statement of qualifications – **Transportation Engineering, Traffic Engineering, Surveying, Hydrology/Hydraulic Projects, Geotechnical and Environmental, Plan Review Services, Hydrogeological Engineering, GIS Programs, and Construction Management.** These areas are all core competencies of our business. We have organized our document consistent with your request and present the professional credentials of select staff to demonstrate our strong qualifications in these areas.

We thank you for this opportunity to submit our qualifications and look forward to continuing our close working relationship with City staff. We stand committed to helping the City achieve its CIP objectives. Should you have any questions, please don't hesitate to contact either one of us. Thank you for your time and consideration!

Respectfully submitted,

AMEC Earth & Environmental, Inc.

Ed Latimer, Ph.D., P.E., CPSWQ
Technical Director, Water Resources

William J. Brickey, PE
Senior Vice President

AMEC Earth & Environmental, Inc.
1405 West Auto Drive
Tempe, Arizona 85284-1016
Tel (480) 940-2320
Fax (480) 785-0970
www.amec.com

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm AMEC Earth & Environmental, Inc.

Address 1405 West Auto Drive

City Tempe State Arizona Zip 85284

Contact Name: Ed Latimer, Ph.D., P.E., CPSWQ

Title: Technical Director, Water Resources

Telephone 480.940.2320 Fax 480.785.0970

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

_____ Water Distribution System

_____ Wastewater Systems

_X_ Transportation Engineering

_X_ Traffic Engineering

_X_ Surveying

_X_ Hydrology/Hydraulic Projects

_X_ Plan Review Services

_____ Landscape Architects

_X_ Hydrogeological Engineering

_X_ GIS Programs

_X_ Geotechnical and Environmental Engineering

_____ Foundations & Structural Design

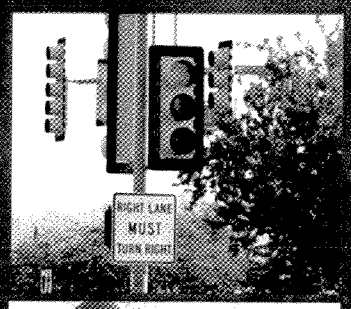
_____ Electrical & SCADA Programming

_X_ Construction Management

_____ Architects

_____ Improvement District Administration

amec



Title: Statement of Interest to provide Professional Services for Capital Improvement Projects for the 2008/2009 and 2009/2010 Fiscal Years.

Submitted to: City of Avondale City Clerk

Submitted date: April 16, 2008 (local time, Phoenix, Arizona)

Submitted by: AMEC Earth & Environmental, Inc.
1405 West Auto Drive
Tempe, Arizona 85284

Point of Contact: Ed Latimer, PhD, PE
480.940.2320

City of Avondale
Engineering Department

Section 1: General Factors and Compliance

AMEC is pleased to have this opportunity to submit our qualifications to provide services to the City of Avondale (City). We request that the City consider AMEC for all services to be provided under different discipline categories listed in this submittal. This Statement of Qualifications (SOQ) is to satisfy the requirements listed in the Evaluation Criteria as presented in Solicitation No. EN 08-017.

Compliance with the City Insurance Requirements and Contract Documents

AMEC has read the sample copy of the City's Professional Services Agreement that was included as Section C in the Request for Qualifications. As a result, we are now familiar and intend to comply with the City's insurance requirements and the contract documents. AMEC noticed, however, that the sample contract does not contain a limitation of liability (LOL), consequential damages (CD), nor force majeure provisions. Therefore, AMEC kindly requests the City to consider adding the following language under Section 14, Miscellaneous, of City's Professional Services Agreement when contracting with AMEC:

14.17 Force Majeure. Should performance of Services by Consultant be affected by causes beyond its reasonable control, Force Majeure will result. Force Majeure includes, but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by Subcontractor; fires; floods; labor disturbances; and unusually severe weather. Consultant will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by Consultant.

14.18 Limitation of Liability. Notwithstanding any other provision of this Agreement, the total liability of Consultant, whether based in contract or tort, shall be limited to the total compensation or Fifty Thousand Dollars ($50,000.00), whichever is less. City and Consultant shall not be responsible to each other for any special, incidental, or consequential damages (including lost profits) incurred by either City or Consultant or for which either party may be liable to any third party. All claims by City shall be deemed relinquished unless filed within one (1) year after substantial completion of the services.

Design Philosophy and Approach

AMEC's approach to engineering solutions is a multi-step process that includes establishing the objectives of the program, developing preliminary engineering solutions, reviewing those preliminary engineering solutions with the City to select the appropriate course of action, and then finalizing those solutions. Each step in the process allows the Consultant/City Project Team to effectively execute the problem solving process. The first priority is to establish the objectives of the engineering effort. Establishing objectives will be a team decision involving both AMEC and the City. AMEC will provide the technical objectives of the project based on our experience with similar projects and our understanding of the regulations. At the same time, the City will identify specific objectives including economic considerations, public issues, city resources and project time frames. Together, the Consultant/City Project Team will then finalize the report criteria and the scope of engineering efforts.

Using the information developed in the first step, AMEC will then begin an initial technical review of the engineering issues your project. This effort will be coordinated by professional engineers/scientist familiar with the local conditions, with assistance from staff having experience with similar projects. Preliminary solutions and recommendations will then be reviewed by AMEC senior technical staff prior to submittal to the City for review and comment. Once the City has provided its input, AMEC staff will then work side-by-side with the City to refine and establish final engineering solution. Close and continuous communications will be maintained with the City throughout tasks assigned, to ensure that problems and issues are dealt with in a timely and efficient manner.

Problem resolution is approached in an open and collaborative manner. Consensus building is a trademark of AMEC history in development of local government programs or dealing with difficult engineering problems. The use of collaborative teams and advisory groups to give direction and provide a strong foundation for the assessment and program design work provides a forum for issues to be identified early and for problems to be resolved through valuing differences, rather than forcing issues to conclusion. The Consultant/City Project Team becomes an extension of the City and the relationship is built to create trust of the process and of the people. Problems are not avoided but are seen as opportunities to improve the final product.

Section 2: Vendor's Relevant Experience, Availability and Capability

The AMEC Tempe office (previously located in Phoenix) has been providing professional services for over 48 years. It was founded in 1959 as Sergent, Hauskins and Beckwith (SHB) Geotechnical Engineers, Inc. providing mostly geotechnical engineering and materials testing services. In the late 1970s, this business/operation was acquired by AGRA, Ltd., a Canadian-based company, and by the early 1990s was renamed AGRA Earth & Environmental. In 1997, AGRA Earth & Environmental acquired the Phoenix operations of GZA GeoEnvironmental, Inc. (GZA), an operation specializing in environmental and water resources services. With the addition of GZA's staff, AGRA Earth & Environmental began to provide strong and diverse environmental, water resources, and facilities management services in addition to existing services. By late 2000, AMEC plc, a U.K.-based firm, acquired all of the holdings of AGRA, Ltd. in North America and correspondingly renamed the existing AGRA operations to bear the AMEC name, in this case, AMEC Earth & Environmental.

In March 2007, AMEC Infrastructure, a business element of another AMEC division operating in the United States, well known for providing high quality transportation planning and engineering services throughout the Phoenix metropolitan area for over 30 years, joined the AMEC Earth & Environmental division – nearly doubling the staff numbers of the AMEC Earth & Environmental division in Arizona. AMEC Infrastructure, previously AGRA Infrastructure, obtained its name the same way as previously described for AMEC Earth and Environmental. The added service areas include: surveying/right-of-way plans/legal descriptions; roadway/highway design; flood control; traffic engineering; transportation planning; water transmission and sewer collection systems; post design services; public involvement; and utility coordination.

From the clients' perspective, the merger of Infrastructure with Earth & Environmental has been beneficial due to expanded, non-overlapping set of skills and services. AMEC now provides Avondale with an increased depth and breadth of technical expertise, a broader geographic presence, and greater access to multi-disciplinary teams of experts. Our five Arizona offices are located in Lake Havasu City, Mesa, Phoenix, Tempe, and Tucson; housing over 230 professionals in a wide range of disciplines, including geologists, engineers, planners, construction specialists, hydrogeologists, designers, scientists, regulatory compliance specialists, surveyors, and field technicians. The company is widely recognized as an innovative and progressive consulting firm. AMEC is a seamless and technically-robust organization that supports clients throughout the full life cycle of their programs and projects.

Relevant Project Experience

Transportation Engineering

Transportation projects are a core component to AMEC's business. A significant number of AMEC's licensed civil engineers in Arizona specialize in transportation projects and are highly experienced in providing a full range of innovative and cost-efficient transportation engineering solutions. AMEC is currently providing transportation design services to the Cities of Chandler, Glendale, Goodyear, Mesa, Peoria, Prescott, Scottsdale, Queen Creek and others.

AMEC's team has significant experience providing planning, design and construction administration services for local street construction, arterial widening and reconstruction, pavement mill and overlay and related drainage improvements for city capital improvement projects. This related experience has included plans; specifications; and estimates; construction bid documents; Design Concept Reports, drainage reports; partnering/coordinating with stakeholders; sewer and water line extensions; storm drain construction; right of way acquisition; utility coordination and public involvement.

On-Call Professional Engineering Services for Capital Improvement Projects, City of Glendale, AZ

As part of the Glendale Onboard Bond Issue, AMEC was selected to perform intersection improvement design for several intersections along 51st Avenue and 59th. The work includes final design of eight major arterial intersections and includes an array of project elements. Design elements include survey, right-of-way delineation, geometric design, signals, lighting, ITS, landscaping and transit elements. A major aspect also includes utility conflict resolution and water line replacement/upgrades along with

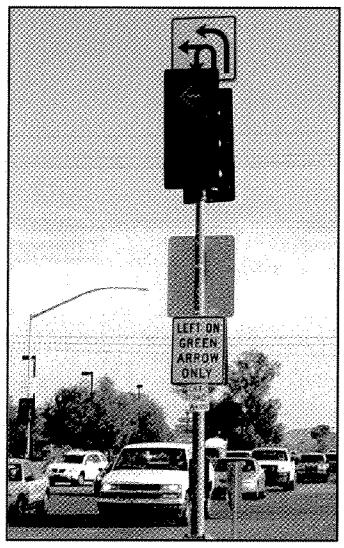
coordination of adjacent City of Phoenix requirements. As part of the design services, AMEC is performing continuous value engineering and constructability reviews to ensure that the project elements are designed for optimal value. **Key Staff:** R. Penniman, D. Peterson, J. Wesanen, J. Guertin. **Client Reference:** Bob Darr, 623.930.2940.

Scottsdale Road/Thunderbird Road Improvements, City of Scottsdale, AZ

AMEC was responsible for the design of final plans, specifications and cost estimates for the improvements of the intersection of Scottsdale Road and Thunderbird Road. Design items included widening of Thunderbird Road, the addition of left turn lanes on Scottsdale Road, the Realignment of 73rd Street at its intersection with Thunderbird Road, a new underground storm water conveyance system along the east side of Scottsdale Road from Thunderbird Road to Sweetwater Road, the addition of catch basins along Scottsdale Road, full rubberized asphalt, signing and striping, and traffic signal modifications. Project coordination includes the City of Scottsdale, FCDMC, APS, Qwest, and other utilities. **Key Staff:** R. Penniman. **Client Reference:** Chris Perkins, 480.312.6500.

Traffic Engineering

AMEC provides a full range of services including conducting traffic safety evaluation, including pedestrian and vehicular; neighborhood mitigation evaluation and design; pedestrian, bike, and vehicular circulation; intersection and corridor operational analysis, including signal timing and progression; access control planning and design; work zone traffic control and construction staging; warrant analysis; parking and planning studies; railroad quiet zone analysis and safety mitigation measure; public involvement and assistance; intersection improvement design; pavement marking design, signing inventory and design, signal design, ATMS "wireless" and fiber interconnection design; and providing construction document production.



AMEC's traffic engineering team has extensive and relevant experience in managing and performing quality traffic engineering services for the City of Avondale as well as other municipalities, including the Cities of Avondale, Goodyear, Peoria and Queen Creek as part of annual services on call contracts. AMEC's Traffic Engineering Manager, Kim Carroll, PE, PTOE, has extensive experience directly related to the City of Avondale and served as the Project Manager for the City of Avondale Traffic Engineering Annual Services On Call Contracts in FY00, FY01-03, FY04-05, and FY06.

Rittenhouse & Coombs/Riggs Traffic Signal Design, Town of Queen Creek, AZ

Work associated with this project included conducting field survey, signal and signing and striping design, and construction plan, specifications and cost estimates. The design included evaluating railroad pre-emption timing and signal timing requirements to determine whether existing pre-emption could remain or if advanced pre-emption would be necessary. The design consisted of installing signal equipment at the intersection and in advance of the tracks, which allowed for an offset in the westbound phase that would clear the tracks and avoid the need for railroad advanced pre-emption design and construction. The design process also consisted of coordination with Union Pacific Railroad, Pinal County, Town of Queen Creek, Maricopa County, and the Arizona Corporation Commission. The signal was constructed using the Town of Queen Creek's Job Order Contractor delivery method. **Key Staff:** R. Penniman, K. Carroll, A. Agrawal, S. Andem. **Client Reference:** Mike Sutton, 480.358.3000.

FY07 Traffic Signal Program, City of Peoria, AZ

Tasks under this assignment included traffic operation and safety analysis at seven intersections. AMEC conducted traffic signal warrant studies, evaluated intersections for traffic signal coordination, and provided recommendations and design to City of Peoria that will help the overall traffic flow and safety. AMEC gathered pertinent traffic data such as traffic volumes, existing signal timing, crash data, and adjacent future development plans. The traffic volume and signal timing data was input into SYNCHRO to optimize signal timing, and crash data was analyzed to identify discernible patterns in crash history at and around intersections. A notable task under this assignment was to improve safety at Union Hills Road and 89th Avenue such that progression of traffic on Union Hills is not impacted. The intersection was controlled by two-way stop sign with minor road (i.e. 89th Avenue) providing entry/exit

for fire trucks. The task demanded an innovative solution so that balance between traffic progression and safety could be achieved. A detailed study revealed that the root of issue was inadequacy of sight distance for fire trucks, and traffic signal was not the most effective solution for it. AMEC recommended specific sight distance improvement which maintained the existing traffic progression yet improved the traffic safety. This is a signature project at AMEC which showcases our ability to gather right data, analyze the situation on case by case basis. But above all, it reflects our ability to act in the interest of entire community and strike just the right balance between safety and operation. **Key Staff:** R. Penniman, K. Carroll, D. Petersen, A. Agrawal, S. Andem, S. Katkar. **Client Reference:** Geoffrey Zinnecker, 623.773.7293.

Queen Creek High School and Ocotillo Traffic Signal Design, Town of Queen Creek, AZ

The work associated with this project includes traffic signal design, pavement marking design and preparation of construction documents necessary to install a traffic signal at the subject intersection. The work includes using signal equipment existing in the Town's inventory and placing south side signal equipment in the ultimate location to avoid relocation when the south side leg is developed. The north side will be designed in a temporary condition, taking into consideration other proposed development. The work also consisted of utility coordination, identifying the electrical service location and necessary equipment through field meetings with SRP, and coordination with the adjacent development. **Key Staff:** R. Penniman, K. Carroll, A. Agrawal, S. Andem..**Client Reference:** Mike Sutton, 480.358.3000.

Surveying

Most engineering projects begin and end with a survey. AMEC is recognized as one of the leading survey companies in Arizona. The firm has extensive experience and a complete understanding of survey requirements, from preliminary boundary and topographic surveys to final construction staking, and as-built surveys. Since 1977, AMEC has provided surveying for major land development and public infrastructure projects. We have the capability to provide these services to our own in-house design staff, public agencies and architects, from project inception through project completion. AMEC's survey services include topography and boundary surveys, construction staking, as-built surveys, legal description preparation, Global Positioning System (GPS) surveys, subdivision surveys, ALTA/ASCM Land Title Surveys, architectural surveys, right-of-way acquisitions, alignment studies and aerial control surveys.

Salt River Project (SRP) On-Call Survey

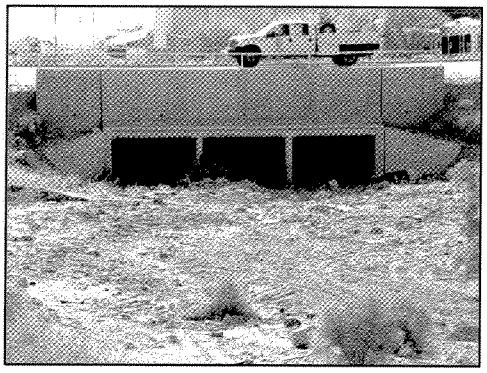
AMEC has been an On-Call Survey Consultant to SRP for multiple two-year contract periods and has provided qualified survey personnel and technicians. Typical services provided include calculation and staking of underground electric, irrigation, overhead power; layout of SRP substations; topographic surveying; ALTA and boundary surveying; and as-built irrigation and electric for numerous SRP staking projects throughout the Phoenix Metropolitan area. Services provided frequently include relocation of all SRP facilities within the freeway corridor and resolution of numerous utility conflicts. **Key Staff:** B. Campbell, P. Sowers. **Client Reference:** Todd Rkstad, 602.236.3153.

Maricopa County Department of Transportation (MCDOT), Geodetic Densification and Cadastral Survey On-Call Contract

AMEC was one of five firms selected by the MCDOT to participate in its Geodetic Densification and Cadastral Survey project. The purpose of this project was to establish a more dense horizontal control network throughout the county that could be utilized by public or private surveyors to establish state plane coordinates on property corners; and to survey section corners and quarter section corners throughout the county. This data is to be used as reference material for surveyors doing property surveys within the project limits and also by participating municipalities to establish GIS systems. Five consultants performed Phase 2, consisting of establishing a secondary control network at 3-1/2 mile intervals using static global positioning systems (GPS) methods. AMEC was responsible for establishing approximately 30 control stations in eastern Maricopa County. Phase 3 was performed by the five consultants. Section and quarter section corners are being located and mapped by GPS Real Time Kinematic methods. We then performed research to determine if the found monument best perpetuates the position of the original corner and also to resolve

conflicts with regard to multiple monuments and differing records. AMEC has completed and recorded cadastral surveys of 18 townships. Award Winning Project - American Council of Engineering Companies of Arizona 2005 Grand Award. **Key Staff:** B. Campbell, P. Sowers. **Client Reference**: Brian Dalager, 602.506.4685.

Hydrology/Hydraulic Projects



AMEC has developed a strong reputation for providing solutions related to the planning, analysis and design of drainage and water resource projects. Our drainage staff routinely participates in a wide variety of hydrology/hydraulics projects performed for various clienteles ranging from Federal to private interests. The requirements/deliverables for these vary, depending on the project scope, whether it is a study or final design. AMEC drainage staff recognizes what level of effort is required to meet each of these, whether planning or preparing construction documents. We have recent experience in analytical modeling, including WMS, HEC-1, HEC-RAS, FLO2D, HEC-6, HEC-22, and SWMM, along with production capabilities including flood plain delineation, stormwater detention and retention, stormwater conveyance, stormwater quality treatment (NPDEES and BMP's), development of Letters of Map Revision (LOMR/CLOMR) and sediment yield analysis.

With Certified Floodplain Managers and other qualified staff, AMEC's professional capabilities include identification and assistance with obtaining permits required by jurisdictional agencies (FEMA, USACOE, ADWR, ADEM, FCDMC); preliminary and final facilities design; preparation of construction plans and specifications; cost estimates; bid analyses and other project documentation for storm drains, channel, and flood control facilities. AMEC personnel are experts at the preparation of all aspects of performing Flood Insurance Studies (FIS), including hydrology, hydraulics, floodplain development and mapping, and Digital Flood Insurance Rate (DFIRM) Map production. AMEC is one of the top five DFIRM consultants in the United States.

Street Improvements, Parks Development, Air Industrial Park Subdivision Infrastructure, City of Lake Havasu City, AZ

AMEC is providing hydraulic design oversight and engineering services to design, prepare construction documents, and potentially provide construction administration services for the improvement of various City streets and development of various municipal parks projects and the City's Air Industrial Park Subdivision. AMEC's Team is responsible for flood control and drainage design – including senior oversight of of compilation of the Technical Data Notebook for the CLOMR submittal to FEMA for the 19-acre development at the Air Industrial Park. The flood control aspect required development, evaluation of alternate flood control facilities and recommendation of a preferred alternative **Key Staff:** B. Davies, A. Coronel, Y. Xu, J. Wesanen, C. Hassert. **Client Reference:** Kathy Weber, 928.453.6660.

Ellsworth Road, Germann Road to Ray Road Phase I, MCDOT

AMEC provided design services for Ellsworth Road Phase I. Phase I consisted of reconstructing and widening about three miles of the existing two lanes of Ellsworth Road from Germann Road to Ray road to provide four travel lanes with a raised center median, signalize Germann intersection, and constructing the Ellsworth Open Channel component of the East Mesa Area Drainage Master Plan. AMEC used the existing 70% plans and other related documents in order to accomplish a complete and accurate final design within 90 calendar days. **Key Staff:** B. Davies, J. Guertin. **Client Reference:** Sami Ayoub, 602.506.4662.

Plan Review Services

AMEC has reviewed development plans, tentative plats and final plats for compliance with all applicable City, county, State and federal ordinances, permitting, regulations, standards and policies. Plans have been reviewed for applicable transportation, traffic, grading, paving, wastewater, drainage, zoning, planning, street/traffic lights, native plant and landscaping requirements.

AMEC's proposed reviewers have considerable plans review expertise and understand the City's policies and procedures. Our team has the ability to view this project from the City staff's perspective and will be able to resolve any questions that may arise. AMEC's staff has performed thorough reviews of plans and not only have a deep understanding of standards, but also has

performed the actual design. From this experience evolves the ability to catch inconsistencies and maintenance implications affecting the City.

All engineering reviews will be completed in accordance with standards acceptable to the City. Each project will require project team coordination with various agencies and City departments to ensure complete compliance and satisfaction. All plan review tasks will be approached using appropriate standards and methods to ensure accuracy. Mr. Penniman will be the point of contact for tasks that will require a higher level of coordination with the various City departments and outside agencies.

On-Call Plan Review and Engineering Services, Flood Control District of Maricopa County (FCDMC)

AMEC is actively assisting the Regulatory Division of the FCDMC with its review of permit applications for drainage clearance and floodplain use permits (FUP). AMEC's responsibilities include reviewing and commenting on grading and drainage plans, drainage reports, and electronic hydrologic and hydraulic models for various residential, subdivision, commercial and industrial development sites for adherence to the Drainage and Floodplain Regulations of Maricopa County. AMEC also reviews and comments on Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) packages for adherence to both the Floodplain Regulations of Maricopa County and the Federal Emergency Management Agency (FEMA) guidelines and specifications. AMEC's input is instrumental to both obtaining a FUP and fine-tuning packages for FEMA review. **Key Staff:** B. Davies; A. Coronel. **Client Reference:** Lynn Thomas, 602.506.1501.

On-Call Plan Review and Engineering Services, Mohave County Flood Control District (MCFCD)

There is much anticipated new development in Mohave County, which is about a four-hour drive northwest of Phoenix, AZ. The County requires an updating of the area's floodplains and the preparation of work maps. Study areas will vary from 10 square miles to 100 square miles. The AMEC team is currently providing several services, including surveying, mapping, hydrology, examining discharges, providing water surface models, hydraulic models, flood plain and floodway delineations, and coordination with Federal Emergency Management Agency (FEMA). **Key Staff:** B. Davies; A. Coronel; J. Guertin. **Client Reference:** Shannon Summers, 928.757.0925.

Hydrogeological Engineering

Our areas of groundwater expertise include: groundwater supply assessments, exploratory drilling programs, well production evaluations on existing wells, well impact analyses, public supply well design/bidding services, construction oversight and inspection, well abandonment, well-field management, recharge feasibility studies, wellhead protection studies, environmental impact analyses, water rights, and permitting support services.

Hydrogeologic evaluations have been performed on behalf of private clients, municipalities, mining clients, and state and Federal agencies. Characterization has ranged from geologic mapping, geophysical evaluation, aquifer testing, groundwater age dating, groundwater isotope analysis, water quality assessment, exploration drilling, spinner flow meter surveys, depth-specific well sampling, groundwater modeling, soil evaluation, land subsidence monitoring, basin stratigraphy, and sustainability assessments. AMEC has developed groundwater flow and/or transport models for diverse applications, ranging from groundwater resource development, evaluation of transboundary aquifer issues, and wellhead protection.

The projects that are described below highlight the diverse capabilities and innovativeness of the AMEC groundwater hydrology professionals in the Tempe office. Our past experience includes extensive well-field exploration and development, well abandonment, surface/groundwater rights and adjudication, recharge site assessment and permitting, fate and transport of contaminants (including pharmaceutical compounds) in the subsurface and regional water supply planning. Our past and on-going local hydrogeological engineering projects include:

Well No. 22 and Well No. 25, City of Avondale, AZ

AMEC completed the design, drilling, zonal sampling and installation of City of Avondale replacement Well No. 25. AMEC has completed the design, drilling, zonal sampling and is currently installing the City of Avondale replacement Well No. 22. The new non-exempt wells will be permitted as service area wells. AMEC has prepared ADWR permitting, developed technical specifications, provided bidding services, and conducted construction inspection and technical oversight of the drilling, water zonal quality sampling, design, installation, development, and pump testing operations. Subsequent to well construction, AMEC will analyze aquifer test data and spinner flow meter data to provide recommended pump setting depths and discharge rates for Well Nos. 22 and 25. **Key Staff:** J. Oliver, A. Smith, B. King, L. Menken. **Client Reference:** Barbara Kirkland, 623.333.4428.

Well No. 2 (Hill) Abandonment, City of Avondale

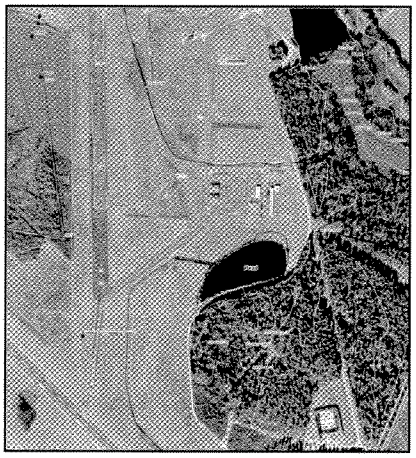
AMEC completed the abandonment design, permitting, drilling oversight, and reporting for City of Avondale Well No. 2. AMEC contracted a local drilling contractor to video Well No. 2 for required submittal to ADWR with final permits. The final abandonment design required new mills knife perforations be installed from 20 feet to 460 feet below ground surface because down-hole video evidence indicated existing perforations were not sufficiently open for grout to enter the annular space outside the casing. The perforations allowed for pressure grouting to ensure no vertical transportation of potential contamination due to the Western Avenue Plume WQARF site. **Key Staff:** J. Oliver, A. Smith, B. King. **Client Reference:** Steve Ruppenthal, 623.333.4433.

Well Abandonments and Testing on US Highway 93, ADOT

AMEC completed the testing of four (4) existing wells for production and water quality contaminants, and abandonment of 14 wells situated within the new road easement of US Highway 93 north of Wikieup, Arizona. Based on the ADOT new roadway construction needs AMEC identified four (4) wells utilizing ADWR Fortis Database 35-series and 55-series well records, site inspections and local hydrogeologic knowledge to perform step-rate tests to determine production value and water quality. AMEC also performed investigation and permitting submittals to ADWR for all 14 wells requiring closure. AMEC provided construction oversight during all well closure activities while a local drilling contactor conducted the abandonment activities. **Key Staff:** J. Oliver, B. King. **Client Reference:** Angela Roach, 520-388-4253.

GIS Programs

AMEC brings considerable experience working within all areas of GIS including: Project Management, Strategic Consulting, Analysis and Design, Programming, and Operational Support. Our GIS and Technologies personnel have been involved with projects that have required needs analysis, long-term strategic plans, database implementations, application delivery, training, and systems integration. The types of organizations we have been involved with range from local governments including the City of Phoenix and Maricopa County Flood Control District, to federal government agencies including FEMA, the U.S. Air Force, and Canada Post. The inherent IT knowledge of our team positions us to effectively interface with the Ciy of Avondale's GIS stakeholders and ensure that all aspects of projects are understood, communicated and delivered. Our strengths lie in our ability to draw upon an incredible range of experienced GIS Subject Matter Expertise (SME) when required.



GIS On-Call Services, City of Phoenix

AMEC was retained under contract with the City of Phoenix Environmental and Planning Division at Sky Harbor Internation Airport for On-call GIS services. A formal database analysis was conducted in 2006. Mapping and database updates are conducted quarterly. A secure internet website is maintained which is hosted by AMEC and it includes a mapping interface built on ArcGIS Server. Data included on the website includes aerial imagery, specific environmental information, and AutoCad information that was converted to GIS for inclusion into an ArcGIS Geodatabase using Oracle 10g. In addition, map products are produced on request. **Key Staff:** B. Sovik, J. Albee, K. Heeney. **Client Reference:** Joseph E. Francis, 602.273.4301.

GIS 5-Year Strategic Plan, Town of Queen Creek

In early 2007, the Town of Queen Creek contracted with AMEC to conduct a 5-Year GIS Strategic Plan. Work efforts included coordination with five (5) departments and divisions. A formal review of all existing GIS data and business applications for the Town were conducted, including interviews with key staff. The final deliverable also included formal recommendations and a 5-year budget. The final presentation of the Plan was to Town Council at the end of February 2008. **Key Staff:** B. Sovik, J. Albee, J. Rogers. **Client Reference:** Shawny Ekadis, 480-358-3000.

Geotechnical and Environmental Engineering

AMEC has been providing geotechnical engineering services in the southwest for over 40 years, for a wide range of projects. Typical projects include land development, buildings, bridges, pipelines, tanks, reservoirs, dams, roadways, and landfills. The AMEC Geotechnical Engineering Department maintains a full-time staff of over 17 engineers, geologist, and technicians experienced in geologic and geotechnical characterization, as well as design in the soil and bedrock conditions present in the southwest. Geotechnical studies for structures can include geohazard evaluation, land subsidence and earth fissure analysis, fault risk studies, seismic design criteria, liquefaction potential, foundations evaluation and design suitable for the site conditions, ease of excavation, shoring requirements, slope stability, site grading, and pavement design. We have performed field exploration and provided geotechnical recommendations for a wide range of subsurface soil conditions including expansive soils, thick sequences of compressible alluvial deposits, cemented soils, and hard bedrock. Our field and project engineers/geologists are experienced in all field exploration methods (hollow stem auger, mud/air rotary, sonic, percussion and rock coring, limited access drilling, backhoe test pits, and manually operated shear vane and augering equipment), and engineering-focused geologic mapping.

AMEC has many years of successful and diverse experience on environmental (includes stormwater) projects in Avondale, Maricopa County, and the State of Arizona. AMEC's depth of technical expertise, including the number of Arizona Registered Professionals on staff, is excellent. We believe the AMEC team has a unique insight to the wide range of environmental projects that may be awarded by the City under this contract. We have a proven track record in understanding the issues associated with this work and the importance of these projects in appropriately managing the City's risk associated with environmental issues. AMEC has built a solid reputation for responsiveness and technical excellence in providing environmental services for government, industry, and private industry throughout the United States. We are in the business of solutions, providing results through a range of services including Environmental Impact and Permitting, Environmental Auditing and Planning, Site Assessment and Characterization, Asbestos and Lead Assessment, Laboratory Testing, Remediation, Risk Assessment, Environmental Management, Environmental Engineering, Waste Management and Air Quality.

McMicken Dam, Owner: Flood Control District of Maricopa County

Initial work by AMEC at McMicken Dam included an assessment of longitudinal and transverse cracking and other features, and the design of a remediation of breaches in the north dike of the structure. AMEC prepared the design plans and specifications for the repair of the dike. AMEC also provided construction observation and testing services. Our recent appraisal of the earth fissures at McMicken Dam, as a task of our Phase II on-call contract with the District, included low-sun-angle photography, seismic refraction surveys, gravity surveys, geologic reconnaissance, photo lineament analyses, interferograms and trenching to evaluate the presence of earth fissuring at the south end of McMicken Dam. Earth fissures were encountered near and possibly under the embankment. Subsequently, AMEC led the efforts of a team of consultants in completing alternatives analysis, risk assessments and other studies leading to selection of a preferred alternative for the remediation of the south end of the structure, which includes construction of a dam extension, a basin a diversion channel and other channel structures. Construction of the preferred

alternative, known as the McMicken Dam Fissure Risk Zone Remediation project, was recently completed. **Key Staff:** B. Howey, R. Weeks, M. Rucker. **Client Reference:** Tim Phillips, 602.506.4876.

4th Street Yard and Dysart Road Improvements, City of Avondale

In preparation for extension of the Dysart Road Alignment, AMEC performed an environmental site investigation at the City of Avondale's 14-acre former equipment storage yard. The investigation comprised of a Phase I Environmental Site Assessment (ESA), a comprehensive asbestos survey of existing buildings, surface soil sampling and an environmental characterization of a former landfill at the property, all in support of an environmental mitigation plan for the City of Avondale to fully assess the potential for future commercial development. The landfill assessment included a historical aerial photo review, landfill gas survey and sampling, exploratory test pit evaluations and subsurface soil sampling. In addition to a summary of findings from the above site investigation activities, the final report provided a rough order estimate of the total volume of landfill waste and opinions of cost for removing the landfill waste and abating asbestos in the buildings.

Adjoining the southern landfill property boundary, the City was in the process of installing a new sanitary sewer pipeline. While trenching for the future sewer pipeline, buried landfill waste was encountered. In order to minimize delay in the sewer pipeline construction project, the City requested that the waste materials be excavated and disposed. AMEC conducted an initial assessment to determine the extent of the waste material, characterization of the waste material to determine proper disposition, evaluation of the underlying soils for potential impact, and oversight and monitoring during the removal process. The excavated material was screened to segregate domestic and landscape waste, tires, and concrete debris from soil. The soil was then utilized for backfill material. **Key Staff:** J. Hamilton, M. Martin. **Client Reference:** Paul Lopez, 623.478.3281.

I-10 and Dysart Road Traffic Improvement Project, City of Avondale

AMEC prepared the Environmental Determination for Dysart Road/I-10 Traffic Interchange Improvements for the City of Avondale. The project involved the widening and repaving of traffic interchange (TI) ramps at the intersection of a fully access-controlled urban freeway (I-10) and a major arterial (Dysart Road) and the widening of a major arterial (Dysart Road).

Due to inclusion of I-10 improvements, AMEC prepared the Environmental Determination and supporting technical documents in accordance with ADOT guidelines. Technical documents included a Phase I Environmental Site Assessment, Biological Review, and Cultural Resources Assessment. AMEC also performed a qualitative review of air and noise impacts. The technical documents and Environmental Determination were reviewed and approved by ADOT environmental planners and technical specialist. **Key Staff:** J. Hamilton, M. Martin, . Ostapuk. **Client Reference:** Paul Lopez, 623.478.3281.

City of Phoenix On-Call Environmental Services, including Light Rail Projects

AMEC has been providing environmental investigation services to the City EAS Department since 1999. Projects have included sites associated with light rail development; neighborhood improvements; roadway improvements; facility demolition and renovation for the Community Noise Reduction Program; and site renovation and development such as the Phoenix Convention Center, Phoenix Family and Carver Museums, and a proposed Fire Training Academy. Services have ranged from Phase I ESAs to environmental permitting assistance to environmental clean up and restoration.

Task assignments specific to light rail projects have included the above mentioned services for right of ways and corridors that the City of Phoenix has acquired or will be acquiring for portions of the light rail system. During each assessment, AMEC investigates the potential for the presence of any cultural resources, hazardous materials, and/or contaminated media which could be encountered during construction. **Key Staff:** J. Hamilton, M. Martin, T. Ostapuk. **Client Reference:** Linda Palumbo, 602.495.0975.

Construction Management

Process Management and Construction Administration and Inspection Services are core services of AMEC. We have provided these services to State, County and Municipalities in the Valley for over three decades. Our repeat business (over 85% of total backlog) combined with our quality service provides AMEC with a steady backlog. This, in turn, allows us to retain an experience and stable staff and keeps our overhead costs down, providing cost effective service for our customers.

AMEC has extensive experience with alternative delivery systems, having completed over $1 billion worth of construction in the last four years using Design/Build; CM at Risk; and Engineer, Procure and Construction methodology. This experience allows us to put management and construction specialist on your projects that understand the unique needs of each process.

Ellsworth Road Construction Management, University Drive to McLellan, MCDOT

AMEC provided construction management services for three miles of roadway reconstruction and widening of a two-lane collector road into a five-lane facility. The project also included a new set of traffic signals at University Drive and Ellsworth Road; a storm drainage system; Central Arizona Project canal equestrian crossing; drainage channel and box culvert; catch basins; asphaltic concrete pavement; rubber asphalt pavement; curb, gutter, and sidewalk; roadway lighting; signing; striping; and miscellaneous incidentals. **Key Staff:** J. Guertin. **Client Reference:** Lisa Ruane, 602.506.4683.

Sewer Improvement District No. 3, City of Bullhead City

AMEC provided full District engineering services, Project Management and Construction Management/Administration for the City of Bullhead City's third improvement district. The scope included the design of a collection system for over 4000 lots, including on-lot lateral connections as well as the statutory process of forming the district. The scope of work included the preparation of a preliminary engineering design and cost estimate, including all incidentals; determining the methods of assessment and calculating a preliminary assessment; preparing the plans, specifications, cost estimate, description of work, and boundary for the improvement district; and assisting the City with the overall formation and implementation of the District. **Key Staff:** P. Turner. **Client Reference:** Pawan Agrawal, 928.763.9400.

Power Road and Pecos Road at Union Pacific Railroad (UPRR) Intersection, Town of Gilbert

The project (Town of Gilbert CIP ST085) is an intersection improvement design which eliminated a skewed angle leg of Rittenhouse Road; widened Power Road to a six-lane arterial street; and Pecos Road to a four-lane arterial street. The project included extensive coordination with UPRR, FCDMC, the Town, City of Mesa, Town of Queen Creek and MCDOT. The project included multiple utilities including high-pressure gas, fiber-optic, sewer, water, and both transmission and distribution overhead power lines. AMEC developed preliminary design and is currently providing construction management services. The design was completed in October 2007, and Hayden Construction was selected by the Town (CM@R) and began work in January, 2008. **Key Staff:** P. Turner; J. Guertin; M. Jauch; L. Zobrist; B. Markert; P. Sowers; K. Carrol, M. Larsen. **Client Reference:** Jack Gierak, 480.503.6176.

AMEC Identification Information

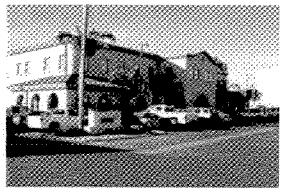
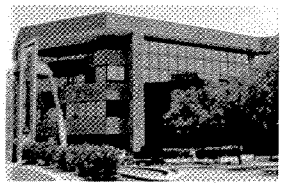
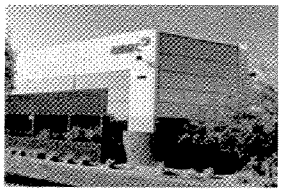
Point of Contact: Ed Latimer, PhD, PE, CPSWQ
AMEC Earth & Environmental, Inc.
1405 West Auto Drive
Tempe, Arizona 85284-1016

AMEC Locations

Principal Office
One Plymouth Meeting, Suite 850
Plymouth Meeting, Pennsylvania 19462

AMEC Earth & Environmental, Inc. (AEEI) is a Nevada corporation headquartered in Plymouth Meeting, PA. AEEI is a wholly owned subsidiary of National Ventures, Inc. (NVI), a holding company incorporated in Florida. NVI is in turn owned 100% by AMEC Holdings, Inc. (AHI), a holding company incorporated in Delaware. AHI is in turn owned jointly by AMEC Property and Overseas Investments Limited (APOIL), a holding company incorporated under the laws of the United Kingdom (UK), and AMEC USA Limited (AUSAL), a holding company incorporated under the laws of the UK. APOIOL and AUSAL are wholly owned subsidiaries of AMEC plc, a publicly traded company incorporated under the laws of the UK.

AMEC Offices' Information in Arizona

	Lake Havasu City Office 94 Acoma Blvd South #100 Lake Havasu City, AZ 86403 **Tel:** 928-854-8030 **Fax:** 928-854-8036 32 employees
	**Mesa Office** 4435 E. Holmes Avenue Mesa, AZ 85206 **Tel:** 480.830.3700 **Fax:** 480.830.3903 65 employees
	**Phoenix Office** 2001 W. Camelback Road, Ste 300 Phoenix, AZ 85015 **Tel:** 602.343.2400 **Fax:** 602.343.2499 9 employees
	**Tempe Office** 1405 West Auto Drive Tempe, AZ 85284 **Tel:** 480.940.2320 **Fax:** 480.785.0970 105 employees
	Tucson Office 3295 W. Ina Road, Suite 200 Tucson, AZ 85741 **Tel:** 520.219.4998 **Fax:** 520.219.0499 24 employees

Section 3: Personnel Qualification and Pertinent Experience

AMEC is submitting the firm's and personnel qualifications for nine (9) of the discipline categories being procured by the City of Avondale for their FY 2008/2009 professional Consultants Selection List. For each of these categories, AMEC has assembled a dynamic team of local professionals led by a seasoned project manager in that field of practice (shown in bold). The technical lead and supporting professionals in each of the discipline categories are shown in the organizational chart below. A matrix graphic all the target discipline categories matched to the participating staff/key personnel is presented on the next page. In addition, a two-page resume for each listed staff is included in the Appendix section of this document. Each resume includes specific project experience and all other information specifically listed in the request for Qualifications.

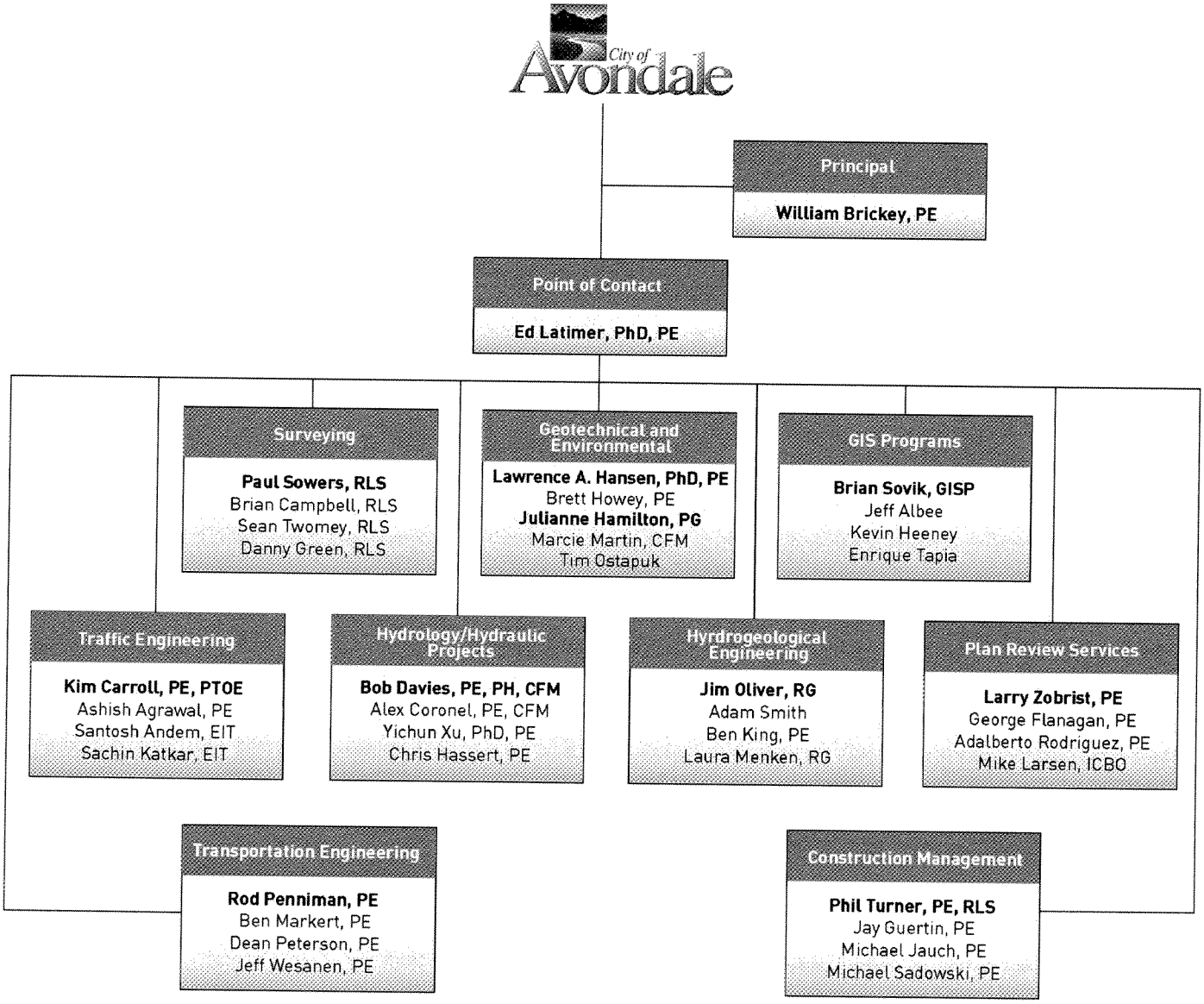


Table 1. Category Matrix

amec

	Transportation Engineering				Traffic Engineering									Surveying						H&H Proj		Plan Review Service			Hydrogeological Engineering				GIS Programs			Geotechnical and Environmental						Construction Management						
	Roadway Improvements	Master Plans	Transportation Planning	Traffic Calming Projects and Intersection Designs	Speed & Vehicular Classification Evaluation	Traffic Crash & Safety Evaluation	Traffic Signal Warrant Studies	Stop Sign, Left Turn Phase, Pedestrian Crossing Warrant Studies	Pedestrian & Bicycle Studies	Safe Routes to School Plans	ITS Evaluation & Design	Traffic Signal Design	Pavement Marking & Signing Design	Topographic Surveys	Boundary Surveys	Construction Staking	As-Built Surveys	Right-of-Way and Easement Investigations	ALTA and Preparation of Legal Descriptions	Master Plans	Hydrology Studies and Designing Storm Water Drainage Facilities	Plan Review of Subdivision Plats	Residential and Commercial Developments	Construction Plans for Water Sewer, Paving, Drainage, Street/Traffic Lights and Grading	Aquifer Impact and Well Feasibility Studies	Well Abandonment Services	Design of Wells	Construction Inspection/Observation Services during the drilling of new or replacement wells	Data Collection and Development	Map Compilation	Transformation and Systems integration	Geotechnical Engineering	Pavement Design	Materials Sampling and Testing	Pavement Evaluation	Design Recommendations and Specifications	Environmental Site Assessments	Compliance Audits	Risk Evaluation and Recommendations	Construction Management at Risk and Design Build Process Management or Construction Administration and Inspection Services	Estimation	Bid Document Preparation	QA/QC Services	Shop Drawing Review	Post Design Services
Transportation Engineering																																												
Rod Penniman, PE	●	●	●	●				○																																○		○	○	○	○	○
Ben Markert, PE	●		●	●	○		○	○				○	○					○																								○	○	○	○	○
Dean Peterson, PE	●							○														○		○																		○	○	○	○	○
Jeff Wesanen, PE	●		●	●				○				○	○																													○	○	○	○	○
Traffic Engineering																																												
Kim Carroll, PE, PTOE	○	○	○	○	●	●	●	●	●	●	●	●	●					○	○				○	○																			○		○	○
Ashish Agrawal, PE	○	○	○	○	●	●	●	●	●	●	●	●	●										○	○																			○			
Santosh Andem, EIT		○	○	○		●	●	●	●	●	●	●	●																														○			
Sachin Katkar, EIT			○	○		●	●	●	●	●	●	●	●																														○			
Surveying																																												
Paul Sowers, RLS														●	●	●	●	●	●																										
Brian Campbell, RLS														●	●	●	●	●	●																										
Sean Twomey, RLS														●	●	●	●	●	●																										
Danny Green, RLS														●	●	●	●	●	●																										
Hydrology/Hydraulic Projects																																												
Bob Davies, PE, PH, CFM	○																			●	●	●	●	●																	○	○	○	○	○
Alex Coronel, PE, CFM	○																			●	●	●	●	●																	○	○	○	○	○
Yichun Xu, PhD, PE																				●	●	●	●	●																	○	○	○		
Chris Hassert, PE	○																			●	●			●																	○	○	○	○	○
Plan Review Services																																												
Larry Zobrist, PE																						●		●																				
George Flanagan, PE	○	○	○	○	○	○	○	○	○	○	○	○	○									●	●	●																○	○	○	○	○	○	○
Adalberto Rodriguez, PE	○																							●																				
Mike Larsen, ICBO																								●																				
Hydrogeological Engineering																																												
Jim Oliver, RG																									●	●	●	●																
Adam Smith														○	○	○	○								●	●	●	●						○			○		○	○	○	○	○		
Ben King, PE																									●	●	●	●																
Laura Menken, RG																									●		●									○								
GIS Programs																																												
Brian Sovik, GISP																													●	●	●													
Jeff Albee																													●	●	●													
Kevin Heeney																													●	●														
Enrique Tapia																													●	●														
Geotechnical and Environmental																																												
Lawrence A. Hansen, PhD, PE	○																															●	●	●	●	●								○
Brett Howey, PE	○																															●	●	●		●								○
Julianne Hamilton, PG																																					●	●	●					
Marcie Martin, CFM																																						●						
Tim Ostapuk																																		●	●			●						
Construction Management																																												
Phil Turner, PE, RLS	○													○	○	○						○	○	○				○						○						●		●	●	●	●	●
Jay Guertin, PE	○													○										○				○												●		●	●	●	●	●
Michael Jauch, PE	○													○										○				○												●		●	●	●	●	●
Michael Sadowski, PE	○													○		○	○	○			○	○	○	○				○				○	○	○	○	○				●		●	●	●	●	●

● = specific/direct experience ○ = related experience

VI. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

AMEC Earth & Environmental, Inc.
FIRM SUBMITTING SOQ

91-1641772
FEDERAL TAX ID NUMBER

William J. Brickey, PE, Senior Vice President
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

1405 West Auto Drive
ADDRESS

480.940.2320 480.785.0970
TELEPHONE FAX #

Tempe Arizona 85284
CITY STATE ZIP

15 Apr. '08
DATE

WEB SITE: www.amec.com

EMAIL ADDRESS: william.j.brickey@amec.com

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

If yes, please provide details and documentation of the certification.

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

AMEC Earth & Environmental, Inc., affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

_____, 15 Apr '08 2008
Signed Date

William J. Brickey, P.E.
Print Name

Senior Vice President
Title

AMEC Earth & Environmental, Inc.
Company Name

1405 West Auto Drive
Address

Tempe, Arizona 85284
City, State, Zip Code

END OF ADDENDUM No. 1

Rod Penniman, PE

Transportation Engineering

Education
1978/BS Civil Engineering/Southern Illinois University

Certifications/Registration
Professional Engineer: Arizona #18878, Florida #40014, Illinois #62039335

Years with AMEC
2

Years of Experience
30

Professional Summary

Mr. Penniman has in excess of 22 years of civil engineering and roadway design experience, the past 10 years in Arizona. His Arizona experience includes the planning, design and management of arterial streets, highways, drainage facilities, water main, sanitary sewer, and other civil engineering projects for the cities of Avondale, Chandler, Peoria, Phoenix, Scottsdale, Apache Junction, Casa Grande, Prescott Valley and Yuma.

Relevant Experience

Las Ligas and Rio Vista Neighborhood Improvements, City of Avondale. Project Manager for the design of roadway improvements in two neighborhoods, Las Ligas and Rio Vista, for the City of Avondale. The project included widening of approximately 3,000 LF of half-street to full-street and approximately 3,000 LF of new asphalt pavement to reduce particulate emissions, new curb and gutter, sidewalk and drainage improvements.

Lake Pleasant Parkway Reconstruction, Williams Road to Carefree Highway, City of Peoria. Project Manager for the design of the Lake Pleasant Parkway improvements. The 8.3-mile project begins at Williams Road and ends at Carefree Highway. The $10 million construction project includes the design of a new two-lane roadway adjacent to the existing roadway; four single and multi-cell box culverts, nine pipe culverts, and construction phasing, and traffic control. The project required extensive utility coordination and research and verification of the existing Lake Pleasant Road right-of-way using litigation reports, plats, and development plans. A final right-of-way strip map for the roadway improvements was prepared showing the existing ownership, existing right-of-way, and easements, etc.

Happy Valley Road Reconstruction, I-17 to 19th Avenue, City of Phoenix. Project Manager for the design of one mile of arterial street with curb and gutter, sidewalks, multi-use path and street lighting and landscape for the City in conjunction with the USAA development at the northeast corner of I-17 and Happy Valley Road. The project included close coordination with ADOT, State Land Department, Utility Companies and two other consultants preparing plans for adjacent roadway improvements. Major drainage facilities included a closed drainage system, two barrel 10-foot x5-foot RCBC, inlet structure to accept a 78-inch pipe and detention facility.

51st Avenue Reconstruction, Van Buren Street to Buckeye Road, City of Phoenix. Project Manager for the design of one mile of 51st Avenue from Van Buren to Buckeye. The project involved street reconstruction, new curb and gutter, sidewalk, closed drainage system, new at grade railroad crossing, irrigation improvements and right of way acquisition.

Greenway Road Reconstruction, 25th Avenue to 19th Avenue, City of Phoenix. Project Manager to design the reconstruction of Greenway Road from Interstate 17 to 19th Avenue. The 1-mile urban arterial project included the reconstruction of Greenway Road with new asphalt pavement, continuous curb and gutter and sidewalk, drainage improvements and bus days.

27th Avenue Reconstruction, Deer Valley Road to Foothills Drive, City of Phoenix. Project Manager to design the reconstruction of 27th Ave between Deer Valley Road and Foothill's Drive. Project includes new asphalt pavement, curb and gutter, sidewalk and closed drainage system.

Traffic Signal and Roadway Widening, Silver Creek Rd and Bullhead Parkway Intersection, City of Bullhead City. Project Manager for the design of a traffic signal and ultimate configuration of the intersection, which consisted of north and southbound exclusive right-turn lanes and the extension of the existing northbound left turn lane. The project challenges consist of utility coordination and vertical sight distance constraints along a high-speed, heavily traveled rural highway.

Shea Blvd Intersection, 90th and 92nd St. Intersection Improvements, City of Scottsdale. Project Manager for the design to widen the intersection of Shea Blvd. and 90th and Shea Blvd and 92nd St. to include new left and right turn lanes. The project includes new asphalt pavement, sidewalk, curb and gutter, bus bays, improvements to the closed drainage system, traffic signal modifications, street lighting and utility relocations.

Perry Lane Improvements District, University Ave. to Rio Salado Parkway, City of Tempe. Project Manager for the design of approximately one mile of street improvements, which included new asphalt pavement, curb and gutter, sidewalk, drainage improvements, waterline improvements, utility relocations, and right of way acquisition.

Delaware Avenue Improvements, Apache Trail to Broadway, City of Apache Junction. Project Manager for the design to widen Delaware Avenue from two lanes to four lanes with a two-way continuous left turn lane. The project included new asphalt pavement, curb and gutter, sidewalk, closed drainage system, utility adjustments and the acquisition of right of way.

Baseline Road and Ironwood Road Intersection Improvements, City of Apache Junction. Project Manager for the design to widen Ironwood Road South of Baseline Road to five lanes and the construction of a right turn lane on Baseline Road. The project included new asphalt pavement, drainage improvements, utility adjustments and signing and striping.

Baseline Road and Winchester Road Intersection Improvements, City of Apache Junction. Project Manager for the design to widen Baseline Road to four lanes east of Winchester Road. The Baseline Road profile was raised through the intersection to remove the dip crossing by providing a series of pipes to pass the flows beneath Baseline Road. The roadway improvements included new asphalt pavement, curb and gutter, sidewalk, utility adjustments, signing and striping.

Fort McDowell Road and Mohave Road Intersection Improvements, MCDOT. While with another firm, served as Project Manager to design the realignment of the Fort McDowell Road and Mohave Road Intersection. The project included the widening of Fort McDowell Road to provide left turn lanes, which resulted in the extension of pipe culverts and the reconstruction of residential driveways. The project was located on the Fort McDowell Indian Reservation. Worked closely with representatives from utility companies and the Fort McDowell Indian Reservation to determine the location of relocated utilities and driveways.

Thornton Rd and Peters Ave Roadway Improvements and Sanitary Sewer Extension, City of Casa Grande. Project Manager for the design of acceleration/deceleration lanes on Thornton Road and a left-turn lane on Peters Avenue to facilitate entrances to a Food Distribution Center. The project also included the design to extend an existing 15-inch sanitary sewer main for approximately one-half mile along the east side of Thornton Road.

Pert Road, Korsten Road to Rodeo Drive, City of Casa Grande. Project Manager for the design of approximately one mile of new two-lane roadway on new alignment, and 15-inch sanitary sewer. The project includes new asphalt pavement, parallel drainage channel and low flow crossing.

Street Surface Rehabilitation, Cottonwood Avenue, Casa Grande Avenue, Trekell Road, City of Casa Grande. Project Manager for the design of approximately three miles of arterial streets in the City of Casa Grande. Project included milling and overlaying the existing asphalt pavement, drainage improvements, traffic signal loop replacement, signing and striping and ADOT coordination.

Ben Markert, PE

Transportation Engineering

Education
1997 / BS, Civil Engineering / University of Arizona

Certifications/Registration
Professional Engineer:

AZ #36656

Memberships
American Society of Civil Engineers (ASCE)

Years with AMEC
3.5

Years of Experience
11

Professional Summary

Mr. Markert has 11 years of civil engineering experience, specializing in roadway design and traffic operations analysis. He has served as project engineer for several roadway projects, including design of new and retro-fit traffic signals, roadways, storm drain, traffic calming, pavement marking, signing, and traffic control. He has also performed accident, noise and roadway lighting analysis. During projects, Mr. Markert maintains effective communication with the client and coordination with affected utilities and other design teams while focusing on the quality of a project and keeping it on schedule.

Relevant Experience

Van Buren Street Improvements, Estrella Parkway to Bullard Avenue, City of Goodyear. Project Engineer. This project is for the widening Van Buren Street from Estrella Parkway to Bullard Avenue. The new section includes design of curb gutter and sidewalk, raised median with landscaping and street lighting and a traffic signal. AMEC is developing the right-of-way plans, preparing the legal descriptions and exhibits and the right of way acquisitions and also coordinating the utility relocation.

Peoria Avenue Connector Widening. Project Engineer. Designed pavement widening to provide and exclusive right-turn bay. Roadway crosses BNSF railroad. Design included addition of raised medians on Peoria Connector and extended left-turn bay on Grand Avenue. Designed traffic signal modification and coordinated extensively with railroad to provide safety gates and flashers, and coordinated with pedestrian improvement project also under design.

McQueen Road, Queen Creek Road to Pecos Road, City of Chandler. Project Engineer. The project involved horizontal and vertical design of two miles of widened roadway with raised median, with tie-in to the proposed San Tan Freeway. Mr. Markert also designed traffic signal plans for four intersections, private irrigation plan and profile, pavement marking and signing plans. The project involved numerous driveways and side-street tie-ins, extensive coordination with utilities, tie-in and coordination with freeway design, and other designs connecting into McQueen Road.

City of Scottsdale Roadway Capacity Improvements and Traffic Calming. Project Engineer for seven City of Scottsdale Intersection Improvements. These involved left- and right-turn lane additions. Designed concrete box culvert extensions, storm drain modifications, traffic signal plans and schedules, roadway construction plans, striping, signing, cost estimates and specifications. Extensive coordination with utilities was involved. Traffic calming involved 32 locations in Scottsdale involving median islands, traffic circles, and speed tables.

Beardsley Road Rehabilitation Project. Project Engineer. Completed on an accelerated schedule the pavement plans, details, and cross sections for one mile pavement rehabilitation and utility improvement project. Coordinated with utilities and multiple other design projects. Designed traffic signal interconnect and traffic count station. Designed sewer and water stub-outs and storm drain plan and profile.

Windmill Plaza Traffic Signal Design. Project Engineer for design of traffic signal one-quarter mile north of Ray Road on McClintock Road in the City of Chandler. Coordinated with multiple utilities and the City of Chandler. Designed signal including video detection, loop detection, and interconnect.

City of Scottsdale Roadway Capacity Improvements. Hayden/Camelback, Hayden/Chaparral, Pima/Dynamite Intersection Improvements, Scottsdale, Arizona. Project Engineer designed and sealed roadway plan, traffic signal, pavement marking and signing plans for three City of Scottsdale intersection modifications.

35th Avenue Realignment at Baseline Road. Project Engineer for the design of roadway plan and profile for super-elevated major arterial. Design of water, sewer, and storm drain facilities. Coordination with utilities in such matters as

undergrounding and private irrigation solutions. Also designed pavement marking and signing plan and roadway lighting plan.

Tangerine Road - La Canada Drive to First Avenue. Project Engineer for plans, specifications and cost estimate for approximately two miles roadway. He was directly involved as Project Engineer for DCR, Traffic Report, Noise Analysis and extensive utility coordination. He designed horizontal and vertical alignments, balanced cuts and fills, designed staking plans, traffic signals, lane geometry, striping, side-street tie-ins, noise abatement, and drainage.

MCDOT Traffic Operations On-Call

- **Miller Road/MC 85 Intersection Improvement.** Project Engineer. Designed project plans including right-of-way acquisition, addition of northbound/southbound left turn lanes, traffic signalization including loop detection, warrant analysis for left turn arrow control, pavement widening and cross-walks and curb ramps. Geometric layout alternatives were considered for least right-of-way impact.
- **Power Road/Monterey Avenue Intersection Improvement.** Project Engineer. Project includes traffic signalization including video detection and radio interconnect, addition of northbound/southbound and westbound left turn lanes, warrant analysis for left turn arrow, lane narrowing and cross-walks and curb ramps.
- **67th Avenue/Lower Buckeye Road Intersection Improvement.** Project Engineer. Project included traffic signal san wire system and extensive coordination with overhead utility companies and SRP irrigation. Included span wire signal details and specifications, pavement marking and signing plans.

Encore Plaza Traffic Signal. Project Engineer. Designed traffic signalization including video detection and radio interconnect. Coordinated with utilities and with Baseline Road Project design team.

ADOT On-Call Traffic Operations. Project Engineer on numerous roadways throughout Arizona concerning pavement markings, signing and roadway geometry. Designed and drafted pavement marking, signing and traffic control plans. Attended design review meetings and responded to ADOT comments in creation of final plans. Contracts included portions of such roadways as I-10, I-8, SR 260, US 93, SR 82 and US 191.

Pierce Ferry Road, US 93 to Meadview Boulevard, Speed, Signing, and Pavement Marking Analysis. Project Engineer Performed site visit and field observations, data analysis, vertical sight distance analysis, property use and access analysis. Project included recommendations to adjust passing-zones and speed limits.

Arizona Speed Zone Studies. Project Engineer for a project involving the evaluation of 55-mph speed zones of state highways for accidents, volume and roadway signing. Selectively recommended an increase to 65-mph speed limit.

SR 82, Nogales City Limits to Patagonia Lake Road. Project Engineer designed and sealed pavement marking and traffic control plans.

Quiet Pavement Phases 1 and 3, ADOT. Project Engineer. Traffic control design, pavement marking plans, specifications and cost estimate for ten valley freeway segments.

US 191, SR 266 to Artesia Design Concept Report (DCR), ADOT. This project begins at approximately MP 104 near the intersection with SR 266 and extends north to approximately MP 111.7 one mile north of the intersection with Artesia Road and approximately 10 miles south of the City of Safford. AMEC is providing professional engineering services for preparation of a DCR and environmental documentation. The effort will include analysis of expected growth in the area, evaluation of the corridor needs, analysis of existing drainage conditions, as well as development of conceptual alterations, impacts of the alternatives on right-of-way needs. AMEC will propose logical construction segments and implementation plan. Services include surveying, traffic counting traffic analysis, roadway design, bridge design, drainage design, geotechnical analysis and design, pavement analysis and designs, perform NEPA tasks and prepare NEPA documentation.

Dean Peterson, PE

Transportation Engineering

Education
1994 / BS Civil Engineering / Northern Arizona University

Certifications/Registration
Professional Engineer:

Arizona #33448

Years with AMEC
2.5

Years of Experience
14

Professional Summary

Mr. Peterson has over 14 years of project management and design engineering experience for roadway and highway improvements, utility, and site development projects throughout Arizona. He has been responsible for project engineering – including storm drain and waterline design; preparing construction plans, design reports, and bid documents; as well as providing construction administration for numerous projects. Mr. Peterson is a 2005 Graduate of American Council of Consulting Engineers of Arizona's Leadership in Engineering Administration Program (LEAP).

Relevant Experience

On-Call Professional Engineering Services for Capital Improvement Projects, City of Glendale. Project Manager/Project Engineer. As part of the Glendale Onboard Bond Issue, AMEC was selected to perform intersection improvement design for several intersections along 51st Avenue and 59th. The work includes final design of six major arterial intersections and includes an array of project elements. Design elements include survey, right-of-way delineation, geometric design, signals, lighting, ITS, landscaping and transit elements. A major aspect also includes utility conflict resolution and water line replacement/upgrades along with coordination of adjacent City of Phoenix requirements. As part of the design services, AMEC is performing continuous value engineering and constructability reviews to ensure that the project elements are designed for optimal value.

Chandler Boulevard Improvements, City of Chandler. Project Engineer for this street widening project. Tasks for this project included design for the relocation of a sewer line and several fire hydrant and water meter relocations.

Thunderbird Road Rehabilitation Study and Design, City of Peoria. Project Engineer for this 0.33 mile street widening project that included street widening, new waterlines, sewer lines, and storm drains. The design included the use of recycled pavement as a base course.

US 93, Final Design Hoover Dam to MP 17, ADOT. Project Engineer providing horizontal and vertical alignment design for construction crossovers.

Robert Road Improvements - Loos Dr. to Tranquil Blvd., Town of Prescott Valley. Project Manager for this 0.66 mile street widening project. Included adjustments of existing street grades, new and relocated waterlines, culverts, and storm drains. The coordination of utility relocations was a key element for this project.

Robert Road Improvements - Nancy Rd. to Loos Dr., Town of Prescott Valley. Project Engineer and Construction Administration for this 1.3 mile street widening project. Included adjustments of existing street grades, relocated waterlines and sewer lines, new culverts, and storm drains. The coordination of utility relcations was a key element of this project. Construction administration tasks included conducting weekly construction meetings and reviewing payment applications.

Cosnino Road Improvements, Coconino County. Project Manager for 0.25 mile roadway realignment project. The aligment was designed to avoid a nearby archaeological site.

Parker Street Rehabilitation - Phase II, Town of Parker. Project Manager and Construction Administration for this paving project, which encompassed several blocks on the south side of Town. Included new sidewalks, waterline relocations, and new storm drains.

Doney Park Path, Coconino County. Project Manager for this 1.1 mile multi-use path project in a rural location.

Silver Saddle Road Improvements, Coconino County. Project Engineer for this 1.0 mile street widening project. Included relocated waterlines, new culverts, and storm drains. The existing terrain along this road was extremely flat with

a history of flooding. Culverts were carefully sized to accommodate storm runoff according to Coconino County's drainage criteria.

Sunnyside Improvements - Phase III, City of Flagstaff. Project Engineer for this street rehabilitation project which encompassed several blocks within the Sunnyside neighborhood. Included new sidewalks, adjustments of existing street grades, utility relocations and new storm drains.

Mullen Way Water and Sewer Improvement District, City of Prescott. Project Manager/Project Engineer for an Improvement District (ID) for 8,000 LF of new waterlines and 7,750 LF of new sewer lines. The design included several drop manholes to account for the existing steep and winding road.

2003 Small Water Main Replacement, City of Prescott. Project Manager/Project Engineer for this 6,500 LF waterline upgrade project. Included nine locations within the city.

Inflow and Infiltration Project, City of Williams. Project Engineer/Construction Inspector for this 50,000 LF sewer line project. The purpose of the project was to upgrade failing sewer lines within the city.

Kaibab Estates Street Improvements, City of Williams. Project Engineer/Construction Inspector for this street rehabilitation project which included several blocks. Included new sidewalks and adjustments of existing street grades to accommodate driveways without creating drainage problems.

Jeff Wesanen, PE

Transportation Engineering

Education
2002 / BS, Civil Engineering / University of Arizona

Certifications/Registration
Professional Engineer:

AZ #45791, California #69697

Years with AMEC
3.5

Years of Experience
6

Professional Summary

Mr. Wesanen has experience managing various design aspects of projects, coordinating with clients and subconsultants, and multi-tasking in various disciplines. He has more than nine years experience in transportation and utility engineering and design, including extensive utility coordination. His experience includes developing project geometry; designing intersection grading; grading plans, water system plans, sewer plans and storm water pollution prevention plans; extensive utilities coordination with various agencies; generating construction sequencing and traffic control plans; and managing other design-related issues. His project experience includes design engineering, utilities coordination, specifications and estimating.

Relevant Experience

On-Call Professional Engineering Services for Capital Improvement Projects, City of Glendale. Project Engineer responsible for roadway design, estimates and utility coordination. As part of the Glendale Onboard Bond Issue, AMEC was selected to perform intersection improvement design for several intersections along 51st Avenue and 59th Avenue along with the design for the 59th Avenue storm sewer. The work includes final design of six major arterial intersections and includes an array of project elements. Design elements include survey, right-of-way delineation, geometric design, signals, lighting, ITS, landscaping and transit elements. A major aspect also includes utility conflict resolution and water line replacement/upgrades along with coordination of adjacent City of Phoenix requirements. As part of the design services, AMEC is performing continuous value engineering and constructability reviews to ensure that the project elements are designed for optimal value.

Van Buren Street Improvements, Estrella Parkway to Bullard Avenue, City of Goodyear. Design Engineer. This project is for the widening Van Buren Street from Estrella Parkway to Bullard Avenue. The new section includes design of curb gutter and sidewalk, raised median with landscaping and street lighting and a traffic signal. AMEC is developing the right-of-way plans, preparing the legal descriptions and exhibits and the right of way acquisitions and also coordinating the utility relocation.

WACOG-Funded Street Improvements, Parks Development, Air Industrial Park Subdivision Infrastructure, City of Lake Havasu City. AMEC is providing engineering services to design, prepare construction documents, and potentially provide construction administration services for the improvement of various City streets and development of various municipal parks projects and the City's Air Industrial Park Subdivision. Serving as a design engineer for the North Park portion of this project, which included an entrance road, parking lot, two ball fields, and picnic and bathroom facilities.

US 93 Final Design, Hoover Dam to MP 17, ADOT. Roadway/Drainage Engineer. AMEC is completing the PS&E documents for this 15-mile long roadway segment for a four-lane divided highway. AMEC is responsible for roadway and drainage design, traffic and geotechnical services, cost estimating and specifications, utility coordination and survey services. The design includes independent westbound and eastbound profiles, scenic overlook design, and over 100 wash crossings. The project is on a fast track schedule to have final design completed within 12 months.

Wastewater System Expansion (WWSE) Project [Subtask: Vertical Curve Redesign with Associated Culvert Design and Street Drainage Improvements], City of Lake Havasu City. Roadway/Drainage Engineer. AMEC is providing Program Management services for the City of Lake Havasu's $463 million WWSE Program. A design engineering subtask was presented to the AMEC design team to redesign several wash crossings within the City. The focus of the design was two-fold, first to redesign the vertical roadway profiles to meet sight distance criteria for a 30-mph design speed and second to provide for stormwater conveyance across the redesigned roadway for events up to and including the 100-year storm. Design for local street drainage was also included. AMEC's vast resources in terms of

roadway design, sewer design, drainage design and survey played a key role in producing quality construction documents under an abbreviated schedule. AMEC provided roadway vertical curve design, culvert design, scour revetment, surveying and utility protection/relocation design.

CM@Risk Design Services for Price Road at Germann Road Improvements, City of Chandler. Design Engineer responsible for reclaimed and potable waterline design. Design services for widening of approximately one mile of Price Road and 3/4 mile of Germann Road. Work elements include roadway design, drainage design, landscape design, survey, traffic striping and future interconnect for traffic signal. AMEC will also provide design services for street capacity improvement projects at five intersections in Chandler. The projects involve adding left turn lanes in existing curbed medians, right turn lanes at existing intersections and improving curb returns at intersections. AMEC will assist the City of Chandler in public participation, city council meetings, and local resident meetings.

McCartney Road/Cox Road Intersection, Pinal County. Project Engineer. AMEC provided professional engineering services including the preparation of construction documents (plans, specifications, estimates) for this intersection widening project. The project is located adjacent to I-10 near the City of Casa Grande in Pinal County. The intersection widening accommodates left turn lanes on McCartney Road and Cox Road. Services included field survey, roadway design, utility coordination, signing and striping design, and drainage analysis. Drainage analysis included hydrologic and hydraulic analysis to determine improvements needed to remove an existing dip crossing. The improvements included raising the roadway profile and installation of a multi-barrel box culvert.

Scottsdale Road South Drainage Corridor Improvements, City of Scottsdale. Plan Production. AMEC will provide a study, design plans, cost estimates and specifications for the improvements to the Scottsdale Road South Drainage Corridor. The project will produce a study report and construction documents for identifying and mitigating potential flood hazards within the drainage corridor.

Ina Road, Silverbell Road to I-10, Tucson, Arizona. Design Engineer for this $10 million project, which included the reconstruction and widening of an existing two-lane roadway to a four-lane divided roadway. Mr. Wesanen lead the engineering tasks associated with this one-mile urban roadway widening project, including roadway modeling, intersection design, coordinated efforts in access management plans and storm drain design. He also matched project coordinates with the surveying team, created horizontal and vertical alignments, developed project geometry, coordinated with subconsultants, and managed other aspects of the design. This project utilized Pima County's specifications and standards for the Town of Marana.

Fort Lowell and Campbell Intersection Improvements, Tucson, Arizona. Design Engineer on this $2.5 million project, which included the reconstruction of a major arterial intersection. The project consists of the addition of right-turn lanes and bus bays. Responsibilities included creating horizontal and vertical alignments, developing project geometry, designing intersection grading, coordinating with subconsultants, and managing other aspects of the design. This project utilized City of Tucson/Pima County specifications and standards.

Cardinal and Drexel Intersection Realignment, Tucson, Arizona. Design Engineer for this intersection improvement project. Responsibilities included creating alternative alignments, developing project geometry, designing intersection grading, and cost estimation. This project utilized City of Tucson/Pima County specifications and standards.

Kim Carroll, PE, PTOE

Traffic Engineering

Education
1993 / BS Civil Engineering / University of Arizona

Certifications/Registration
Professional Engineer: Arizona #34570

Professional Traffic Operations Engineer / #1452

IMSA Certification Work Zone Traffic Control (ZZ 69806)

Memberships
Institute of Transportation Engineers – President 2007, Past President 2008

International Municipal Signal Association

American Public Works Association (APWA)

ITS Arizona – Program Chair for Arizona ITS Conference

Years with AMEC
1.5

Years of Experience
14

Professional Summary

Ms. Carroll has over 14 years of experience on projects throughout Arizona. She specializes in transportation and traffic engineering including traffic signal design and warrant studies; signing and striping design; work zone traffic control and construction phasing plans for municipal roadway and state highway projects. Her project experience includes conducting, preparing and managing the following types of projects - traffic impact studies; parking studies; safety studies; corridor studies; Design Concept Reports; access control and management; intersection capacity studies; warrant studies; progression analysis; signal phasing/timing; median channelization design; neighborhood mitigation; traffic signal design; traffic signal interconnect design; roadway/intersection improvement design; construction plan/bid documentation; striping/signing design; work zone traffic control; shop drawing review; right-of-way delineation; utility coordination; construction administration; and ITS design for municipal and statewide projects. She has conducted various studies and design for intersections in Peoria, Goodyear, Avondale, Gilbert, Glendale, Phoenix, Prescott, Prescott Valley, Tempe, Scottsdale, Bullhead City, Mesa, Surprise, Buckeye, Kingman, Chino Valley and Yuma.

Relevant Experience

Traffic/Transportation On-Call Engineering Services, City of Avondale. Project Manager. Responsible for conducting and managing the analysis and preparation of 12 intersection traffic studies and/or intersection designs within the City of Avondale as part of the Fiscal Years 2000, 2001 thru 2003, 2004/05 & 2006/07 Avondale annual on call traffic engineering services. Projects included , stop sign, signal and left turn phase warrants, pedestrian crossing analysis, safety/collision analysis, progression analysis, intersection capacity analysis, signing/striping design, intersection conceptual design, right of way delineation, legal description and exhibit preparation, intersection widening design, signal design, utility coordination, and bid documentation. Traffic Signal Design consisted of specifying and designing of "Trombone" style signal equipment and assisting with foundation detail for "Trombone" Style signal poles.

Wireless ATMS Development & Design, City of Avondale. Project Manager. Development and incorporation of 28 intersections onto City-Wide "Wireless" Advanced Traffic Management System. The objective of this project was to assist in gaining approval of a wireless system; obtaining the State clearances necessary to bid the project and necessary to obtain funding from MAG; development of the ADOT ITS bid document and specifications and estimate; and complete on a "FAST" track schedule. Ms. Carroll oversaw the inventory and location of existing signal equipment (such as type/condition/capacity of conduit/infrastructure, controllers, cabinet); collection and review of as-built plans; right-of-way mapping; field investigation to identify an appropriate location to promote wireless equipment line of sight; design and plan production of the wireless equipment locations and system; and coordination with MAG, ADOT, and the City of Avondale. Achievements on this project consisted of gaining approval of the wireless system, obtained all clearances, and developed a City-Wide (28 intersections) PS&E for ADOT advertisements within four months.

FY07 Traffic Signal Program, City of Peoria. Project Manager. Tasks under this assignment included traffic operation and safety analysis at seven intersections. AMEC conducted traffic signal warrant studies, evaluated intersections for traffic signal coordination, and provided recommendations and design to City of Peoria that will help the overall traffic flow and safety. AMEC gathered pertinent traffic data such as traffic volumes, existing signal timing, crash data, and adjacent future development plans. The traffic volume and signal timing data was input into SYNCHRO to optimize signal timing, and crash data was analyzed to identify discernible patterns in crash history at and around intersections. A notable task

under this assignment was to improve safety at Union Hills Road and 89th Avenue such that progression of traffic on Union Hills is not impacted. The intersection was controlled by two-way stop sign with minor road (i.e. 89th Avenue) providing entry/exit for fire trucks. The task demanded an innovative solution so that balance between traffic progression and safety could be achieved. A detailed study revealed that the root of issue was inadequacy of sight distance for fire trucks, and traffic signal was not the most effective solution for improving safety. AMEC recommended specific sight distance improvement which maintained the existing traffic progression yet improved the traffic safety. This is a signature project at AMEC which showcases our ability to gather the right data and analyze the situation on case by case basis. But above all, it reflects our ability to act in the interest of entire community and strike just the right balance between safety and operation.

Safe Routes to School Program and Safety Assessment, City of Glendale. Project Manager. This project consisted of enhancing pedestrian safety around 50 elementary schools within the City of Glendale. This project required the identification of existing safety deficiencies through detailed field investigation, evaluation of pedestrian circulation, assisting schools in developing safe routes to school plans, and educating and encouraging residents to increase popularity of the safe routes to school. The work also consisted of coordination with schools, the school district and City of Glendale.

SR 85, I-8 to MP 123, Gila Bend Design Concept Report / Environmental Assessment, ADOT. Traffic Project Manager. This project consisted of the preparation of traffic operations memo and DCR to support EA the construction a four (4) mile segment of SR 85 from Interstate 8 to north of Maricopa Road in Gila Bend. Work included coordinating and facilitating monthly progress meetings, discussions with stakeholders, development of alternatives, development of design year traffic volumes, operational analysis of each alternative, and recommendations corridor and intersection improvements, safety evaluation, signing and pavement marking design layout (required as part of the Change of Access Report), and development of construction phasing implementation schedule.

Rittenhouse Road & Riggs Road/Combs Road Temporary Traffic Signal, Town of Queen Creek. Project Manager. Work associated with this project included conducting field survey, signal and signing and striping design, and construction plan, specifications and cost estimates. The design included evaluating railroad pre-emption timing and signal timing requirements to determine whether existing pre-emption could remain or if advanced pre-emption would be necessary. The design consisted of installing signal equipment (for westbound traffic) at the intersection and in advance of the tracks, which allowed for an offset in the westbound phase that would clear the tracks and avoid the need for railroad advanced pre-emption design and construction. The design process also consisted of coordination with Union Pacific Railroad, Pinal County, Town of Queen Creek, Maricopa County and the Arizona Corporation Commission.

Elliot Road Traffic Assessment Study, City of Goodyear. Public Involvement. As a result of public concern over speeding along Elliot Road from 181st Avenue to 186th Avenue and on San Miguel south of Elliot Road, coupled with an elementary school fronting both roadways, the City retained AMEC to assist in the assessment of traffic conditions. Safety analysis included evaluating the speed through the subject areas; the need for multi-way stop control at the intersections of 181st and 186th Avenues and Elliot Road; evaluating school, pedestrian and vehicular circulation; and identifying safety deficiencies adjacent to the existing elementary school and project limits. Responsibilities included meeting with the public and HOA prior to evaluation to obtain community concerns, managing the technical and quality control work, and coordinating and presentations to the City and HOA.

Lake Pleasant Parkway, Williams Field to Carefree Highway, City of Peoria. The 8.3 miles Lake Pleasant Parkway consisted of the conversion of a two-lane rural parkway to a four-lane divided urban parkway. Ms. Carroll was the Lead Traffic Engineer overseeing the signing and striping, signal design and PS&E's at three locations (fire station egress, Pinnacle Peak Road, and Happy Valley Road); and ITS signal interconnect design of a four mile segment from Williams Field to Jomax Road. ITS design consisted of close coordination with utilities and joint trench application; design of communication boxes and vaults; and connection of the new and future locations to the City-Wide system. Signal consisted of providing signal phasing and timing plans and calculation of clearance intervals to accommodate the proposed geometry.

Ashish Agrawal, PE

Traffic Engineering

Education
2004 / MS, Civil Engineering/ University of Arizona

2002 / BS, Civil Engineering,IIT / Madras, India

Certifications/Registration
Professional Engineer: AZ #45607

Memberships
ITE - Arizona

Years with AMEC
1.5

Years of Experience
6

Professional Summary

Mr. Agrawal has over six years of experience on projects throughout Arizona. His project experience includes traffic impact studies, parking studies, small area transportation studies, railroad quiet zone studies, school safety studies, highway safety studies, corridor studies, Design Concept Reports, access control and management, intersection capacity studies, warrant studies, progression analyses, signal phasing/timing, neighborhood mitigation, traffic signal design, traffic signal interconnect design, roadway/intersection improvement design, striping/signing design, work zone traffic control and utility coordination.

Relevant Experience

Elliot Road Traffic Assessment Study, City of Goodyear. Project Manager. As a result of public concern over speeding along Elliot Road from 181st Avenue to 186th Avenue and on San Miguel south of Elliot Road, coupled with an elementary school fronting both roadways, the City has retained AMEC to assist in the assessment of traffic conditions of these project limits. Safety analysis consists of evaluating the speed through the subject areas; the need for multi-way stop control at the intersections of 181st and 186th Avenues and Elliot Road; evaluating school, pedestrian and vehicular circulation; and identifying safety deficiencies adjacent to the existing elementary school and project limits.

Safe Routes to School Program and Safety Assessment, City of Glendale. Traffic Engineer. This project consisted of enhancing pedestrian safety around 50 elementary schools within the City of Glendale. This project required the identification of existing safety deficiencies through detailed field investigation, evaluation of pedestrian circulation, assisting schools in developing safe routes to school plans, and educating and encouraging residents to increase popularity of the safe routes to school. The work also consisted of coordination with schools, district and City. The program was very successful and well received not just by the City of Glendale.

El Mirage Corridor Study, MCDOT Transportation Planning. The study consisted of a five-mile section of El Mirage Road and entailed alternative development, evaluation, recommendation, and public involvement. Mr. Agrawal provided data collection, analysis, documentation and public meetings.

FY07 Traffic Signal Program, City of Peoria. Traffic Engineer. Tasks under this assignment included traffic operation and safety analysis at seven intersections. AMEC conducted traffic signal warrant studies, evaluated intersections for traffic signal coordination, and provided recommendations and design to City of Peoria that will help the overall traffic flow and safety. AMEC gathered pertinent traffic data such as traffic volumes, existing signal timing, crash data, and adjacent future development plans. The traffic volume and signal timing data was input into SYNCHRO to optimize signal timing, and crash data was analyzed to identify discernible patterns in crash history at and around intersections. A notable task under this assignment was to improve safety at Union Hills Road and 89th Avenue such that progression of traffic on Union Hills is not impacted. The intersection was controlled by two-way stop sign with minor road (i.e. 89th Avenue) providing entry/exit for fire trucks. The task demanded an innovative solution so that balance between traffic progression and safety could be achieved. A detailed study revealed that the root of issue was inadequacy of sight distance for fire trucks, and traffic signal was not the most effective solution for it. AMEC recommended specific sight distance improvement which maintained the existing traffic progression yet improved the traffic safety. This is a signature project at AMEC which showcases our ability to gather right data, analyze the situation on case by case basis. But above all, it reflects our ability to act in the interest of entire community and strike just the right balance between safety and operation.

Traffic/Transportation Engineering Services, City of Peoria. Traffic Engineer. Responsible for conducting and managing the analysis and preparation of 24 intersection traffic studies and/or intersection designs within the City of Peoria for Fiscal Years 2000, 2002, 2004 & 2005. Projects included signal and left turn phase warrants, pedestrian

crossing analysis, safety/collision analysis, progression analysis, intersection capacity analysis, corridor alignment studies, signal phasing and timing, signing/striping design, intersection conceptual design, right of way delineation, legal description and exhibit preparation, signal design, utility coordination, bid documentation production, shop drawing review, responding to construction questions, and as built plan preparation.

City of Avondale Traffic/Transportation On-Call Engineering Services. Project Engineer. Responsible for conducting the analysis and preparation of intersection traffic studies and/or intersection designs within the City of Avondale. Projects included signal and left turn phase warrants, pedestrian crossing analysis, safety/collision analysis, progression analysis, intersection capacity analysis, signing/striping design, intersection conceptual design, intersection widening design, signal design and utility coordination. Traffic Signal Design consisted of specifying and designing of "Trombone" style signal equipment.

East Sonoran Parkway Alignment Study, City of Phoenix. Project engineer responsible for evaluating several corridor/roadway alignments for East Sonoran Parkway. This included coordinating with the City of Phoenix in developing CORSIM Network Models for several alternatives and identifying feasible alternatives based on the capacity output and comments received throughout the public involvement process. Work also included assisting with the development of public presentation material necessary to communicate each alignment and results

Phoenix International Raceway (PIR) Rezoning Traffic Impact Study, Avondale, AZ. Mr. Agrawal assisted in the rezoning of PIR project site located on Indian Springs Road. Ms. Carroll is responsible for overseeing the data collection, traffic model development and analysis, and land use planning. This project includes evaluating event management plans and making recommendations. Work also included evaluating the existing land use and assisted in the development of a future land use mix and associated densities.

Pinto Valley, US 60 to Contractor Road Safety Audit. Mr. Agrawal assisted in safety audit and recommendation for three miles of Pinto Valley Road in Miami, Arizona. Safety audit consisted of identifying all existing pavement marking and signing; evaluate application and condition, and making recommendations.

US 60 and Pinto Valley Mine Road Traffic Study & Alternative Analysis. Lead Traffic Engineer. As a result of sight/visibility concerns at the intersection of US 60 and Pinto Valley Mine Road in Miami, Arizona, AMEC was retained by BHP Copper Mine to evaluate the existing traffic condition, impacts due to anticipated growth of the mine, and provide recommendations for improving safety and operation. The scope consisted of collecting peak TMCs, hourly approach traffic volumes, queue length data; conducted sight distance evaluation; capacity analysis for signalized versus unsignalized; and developed and evaluated seven alternatives. The objective was to identify and recommend the alternative that would balance operation, safety and constructability.

SR 69, Prescott - Safety Enhancement Study, ADOT. Traffic Engineer. This project consisted of enhancing traffic safety on a two-mile segment of SR 69. It required a tremendous effort in coordinating with the stakeholders such as ADOT Highway Enhancement for Safety (HES), ADOT Prescott District, and FHWA. The investigation began by gathering detailed Police Accident Reports (PAR), traffic volumes, and plans for adjacent future development. It was challenging to identify discernible accident pattern because of differences in definition of common crash report terms. The situation was even more complex in cases of crashes involving three or more vehicles. For example, rear end collisions sometimes resulted in head on collision with opposing traffic on an undivided highway. All facts of collisions were not clear without studying the PAR. be recorded both as rear end collision or head-on collision. Reading through all of 150 police reports in detail gave Mr. Agrawal an invaluable experience with crash data and the issues that come with it. Mr. Agrawal led the effort in safety analysis by investigating likely root cause of each crash, and grouped the crashes by possible cause. This exercise enabled the team to establish clear causal relationship between factors and crashes. It also simplified the process of finding mitigation measures for likely root causes of crashes. Overall, it was a great experience to be able to understand issues with ADOT crash data, and apply engineering and non engineering mitigations to safety issues.

Santosh Andem, EIT

Traffic Design

Education
MS, Civil and Environmental (Transportation) Engineering, Louisiana State University

Bachelor of Technology, Civil Engineering, Kakatiya Institute of Technology and Science

Certifications/Registration
Engineer in Training

Memberships
ITE - Arizona

Years with AMEC
1.5

Years of Experience
5

Professional Summary

Mr. Andem has extensive experience in transportation engineering. He has performed the duties of a traffic engineer for several projects, where his assignments typically include technical analyses, preparing reports and specialized software work. The useful application of his research in the specialized field of Transportation within Civil Engineering is evident in the projects with which he has been involved.

Relevant Experience

Avondale Boulevard and Whyman Avenue Signal, City of Avondale. Traffic Analysis. Performed Signal Warrant Analysis in accordance with MUTCD using the data collected from the field. This project required a Traffic Signal Warrant Study, including left-turn phase warrant at the intersection of Avondale Boulevard and Whyman Avenue. Analysis was also done to determine if the signal required a left-turn phase.

FY07 Traffic Signal Program, City of Peoria. Traffic Engineer. Tasks under this assignment included traffic operation and safety analysis at seven intersections. AMEC conducted traffic signal warrant studies, evaluated intersections for traffic signal coordination, and provided recommendations and design to City of Peoria that will help the overall traffic flow and safety. AMEC gathered pertinent traffic data such as traffic volumes, existing signal timing, crash data, and adjacent future development plans. The traffic volume and signal timing data was input into SYNCHRO to optimize signal timing, and crash data was analyzed to identify discernible patterns in crash history at and around intersections. A notable task under this assignment was to improve safety at Union Hills Road and 89th Avenue such that progression of traffic on Union Hills is not impacted. The intersection was controlled by two-way stop sign with minor road (i.e. 89th Avenue) providing entry/exit for fire trucks. The task demanded an innovative solution so that balance between traffic progression and safety could be achieved. A detailed study revealed that the root of issue was inadequacy of sight distance for fire trucks, and traffic signal was not the most effective solution for it. AMEC recommended specific sight distance improvement which maintained the existing traffic progression yet improved the traffic safety. This is a signature project at AMEC which showcases our ability to gather the right data and analyze the situation on case by case basis. But above all, it reflects our ability to act in the interest of entire community and strike just the right balance between safety and operation.

SR 85, I-8 to MP 123, Gila Bend Design Concept Report / Environmental Assessment, ADOT. Traffic Designer for preparation of DCR to support EA to construct the interchange between SR 85 and Interstate 8 in Gila Bend. Includes coordinating and facilitating monthly progress meetings, discussions with stakeholders, development of alternatives, and coordination with State Land Department and Union Pacific Railroad.

Elliot Road Traffic Assessment Study, City of Goodyear. Traffic Designer. As a result of public concern over speeding along Elliot Road from 181st Avenue to 186th Avenue and on San Miguel south of Elliot Road, coupled with an elementary school fronting both roadways, the City has retained AMEC to assist in the assessment of traffic conditions of these project limits. Safety analysis consists of evaluating the speed through the subject areas; the need for multi-way stop control at the intersections of 181st and 186th Avenues and Elliot Road; evaluating school, pedestrian and vehicular circulation; and identifying safety deficiencies adjacent to the existing elementary school and project limits.

Safe Routes to School Program and Safety Assessment, City of Glendale. Traffic Designer. This project consisted of enhancing pedestrian safety around 50 elementary schools within the City of Glendale. This project required the identification of existing safety deficiencies through detailed field investigation, evaluation of pedestrian circulation,

assisting schools in developing safe routes to school plans, and educating and encouraging residents to increase popularity of the safe routes to school. The work also consisted of coordination with schools, district and City.

Pinnacle Peak Road, Miller Road to Pima Road, City of Scottsdale. Traffic Engineer. Mr. Andem was responsible for performing traffic analysis to evaluate projected 20 year traffic conditions and recommend appropriate lane configurations by developing network files using Synchro 6. Access management evaluation was also done to determine features such as raised medians, median break locations and turn movement restrictions. This extensive project involved the widening of Pinnacle Peak Road between Miller Road and Pima Road to a four lane road to enhance the safety, capacity, operational efficiency and aesthetic value of the roadway corridor.

Queen Creek Traffic Signals, Town of Queen Creek. Mr. Andem prepared a Traffic Signal Plan Layout, Pole and Conductor Schedule Layout and collected utility maps for the design of Traffic Signals at five intersections in the Town of Queen Creek.

Pinto Valley, US 60 to Contractor Road Safety Audit. Mr. Andem assisted in safety audit and recommendation for three miles of Pinto Valley Road in Miami, Arizona. Safety audit consisted of identifying all existing pavement marking and signing; evaluate application and condition, and making recommendations.

US 60 and Pinto Valley Mine Road Traffic Study & Alternative Analysis. Traffic Designer. As a result of sight/visibility concerns at the intersection of US 60 and Pinto Valley Mine Road in Miami, Arizona, AMEC was retained by BHP Copper Mine to evaluate the existing traffic condition, impacts due to anticipated growth of the mine, and provide recommendations for improving safety and operation. The scope consisted of collecting peak TMCs, hourly approach traffic volumes, queue length data; conducted sight distance evaluation; capacity analysis for signalized versus unsignalized; and developed and evaluated seven alternatives. The objective was to identify and recommend the alternative that would balance operation, safety and constructability.

SR 69 Prescott – Safety Enhancement Study, ADOT. This project consisted of enhancing traffic safety on a two-mile segment of SR 69. It required a tremendous effort in coordinating with the stakeholders such as ADOT Highway Enhancement for Safety (HES), ADOT Prescott District, and FHWA. The investigation began by gathering detailed Police Accident Reports (PAR), traffic volumes, and plans for adjacent future development. It was challenging to identify discernible accident pattern because of differences in definition of common crash report terms. The situation was even more complex in cases of crashes involving three or more vehicles. For example, rear end collisions sometimes resulted in head on collision with opposing traffic on an undivided highway. All facts of collisions were not clear without studying the PAR. be recorded both as rear end collision or head-on collision.

SR 64 Passing Lanes Traffic, ADOT. Traffic Engineer responsible for preparing Maintenance of Traffic Sheet, Traffic Control Quantity Sheet and five Traffic Control Typical Detail Sheets for the proposed improvements, which involved preparing traffic control details associated with the proposed improvements in accordance with Manual on Uniform Traffic Control Devices (MUTCD) using MicroStation 7 software.

Sachin Katkar, EIT

Traffic Design

Education
2006 / MSCE Civil Engineering / Clemson University

2002 / BSCE Civil Engineering / Shivaji University

Certifications/Registration
Engineer-in-Training

Memberships
ITE – Arizona & International Member

American Society of Civil Engineers (ASCE)

Years with AMEC
<1

Years of Experience
5

Professional Summary

Mr. Katkar has more than a year of experience of working with clients such as ADOT, MCDOT, City of Phoenix, Town of Gilbert and the City of Scottsdale. He has working knowledge of traffic engineering standards, policies, guidelines and procedures as well as excellent written and verbal skills.

Relevant Experience

Traffic Signal Program FY07, City of Peoria. Mr. Katkar assisted in signal design and plan production for the intersection of Northern Avenue and 103rd Avenue. Design further included detailing concrete landing pads adjacent to the signal poles and control cabinet to satisfy ADA requirements. Mr. Katkar also assisted in developing recommended signal timing plan based on the peak hour traffic volumes and calculated clearance intervals. Signal timing plans were developed using SYNCHRO 7.

US 95 & Avenue D / Avenue G. His role in this project included assisting in analyzing widening options for these intersections, prepared/back-checked signing and marking plans and quantities.

Higley-Recker-Williams Field Road Improvements, Town of Gilbert. His role in this project was being involved in traffic design including site visits, preparation of sign inventory, preliminary design of signing and marking, quantities, he assisted in preparation of Synchro model for existing, he also proposed intersection for the study area and attended progress meetings with the Town of Gilbert

Ocotillo Road Improvement: From Higley Road to Recker Road, Town of Gilbert. Mr. Katkar's role for this job consisted of analyzing left/right turn lane warrants for the adjacent intersections, he calculated storage lengths, prepared sign inventory, designed and back-checked signing and marking plans /quantities and attended progress meetings.

Traffic On-Call Contract: Northern Avenue/El Mirage Road and Northern Avenue/Reems Road Intersections, MCDOT. Mr. Katkar worked as a traffic design lead for these intersection improvement projects. He designed left/right turn storage lanes as well as signing and pavement marking plans, he prepared construction documents, coordinated with roadway group to address comments and also attended comment resolution meetings with MCDOT.

US 93, Hoover Bypass to MP 17, ADOT. Mr. Katkar has assisted in pavement marking and signing design and plan production associated with improving 15 miles of US 93 from a two lane highway to a four lane divided highway. Work also consisted of pavement marking and signing associated with two scenic overlooks, one trail head, and three wildlife crossing. SignCAD was used to detail guide and information signing.

Pinto Valley, US 60 to Contractor Road Safety Audit. Mr. Katkar assisted in safety audit and recommendation of three miles of Pinto Valley Road in Miami, Arizona. Safety audit consisted of identifying all existing pavement marking and signing; evaluate application and condition, and making recommendations.

Loop 202/ US 60 Traffic Interchange, ADOT. Mr. Katkar assisted in design of signing and markings, sign formats, sign structure calculations, sign summary review of sign structure shop drawings.

Traffic On-Call Contracts, ADOT. Mr. Katkar worked on various pavement preservation jobs such as I-17 Black Canyon Hill, I-40 Lake Havasu Road, I-8 Adonde- Mohawke Canal, SR 347, SR 277 Pulp Mill Drive, SR 69 Big Bug, SR 160 involving signing and marking plans, traffic control plans, and estimates addressed and responded to comments from ADOT.

Loop 303: Happy Valley Parkway to Lake Pleasant Parkway, ADOT. Mr. Katkar assisted in designing temporary traffic control plans, analyzed LOS for different intersection-control options and also designed signal timing for the temporary signal using Synchro.

Paul Sowers, RLS

Surveying

Education
MBA, In Progress / Western International University

BS Industrial Educations with Construction Emphasis / Northern Arizona University

Certifications/Registration
Registered Land Surveyor:

Arizona #19854, Nevada #9794

Memberships
Arizona Professional Land Surveyors

Valley Forward Association

Valley Partnership Organization

Years with AMEC
3

Years of Experience
30

Professional Summary

Mr. Sowers' 32 years of public and private survey experience includes boundary surveys, ALTA surveys, final plats, design topographic mapping, aerial mapping, as-built surveys, and construction surveys - 26 of those years were spent providing survey services in Maricopa County. He is adept in the latest topographic surveying technologies, including Trimble Robotics and GPS Systems and has utilized these in the completion of similar projects. He is experienced in successfully managing the survey effort on a variety of large diverse projects. A few of these projects are Estrella Mountain Ranch, Dynamite Mountain Ranch, Sun Valley South and the Arizona Cardinals Stadium from beginning to end. His background ranges from single and multi-family housing to master-planned communities, minor league stadiums, medical facilities, schools, resorts, retail and commercial sites, municipal civic centers, golf courses, industrial complexes and heavy highway construction projects. Mr. Sowers' infrastructure experience features interstate highways, 102 bridges, city streets, airports, transit, utility lines, water projects, parks and trails, wetlands and conservation areas. Through many years of working on agency projects with ADOT, MCDOT, MCFCD, SRP, Arizona State Land Department, and local municipalities, he has developed a thorough understanding of agency survey requirements.

Relevant Experience

Phoenix Infrastructure Projects

Pyramid Peak Road Map of Dedication, Phoenix. Boundary surveys, route surveys for right-of-way acquisition for proposed new street.

North Black Canyon Corridor Map of Dedication, Phoenix. Boundary surveys along route, route surveys for right-of-way acquisition for proposed new parkway from Happy Valley Road to Carefree Highway.

City of Phoenix Projects

The City of Phoenix Annual On-Call Survey and Construction Services 2004/2005 Contract, Phoenix. Comprehensive survey services as needed including boundary surveys, ALTA surveys, final plats, design topographic mapping, aerial mapping, as-built surveys, construction surveys and construction staking.

City of Phoenix Civic Center Expansion, Phoenix. Horizontal and vertical control surveys, zero-tolerance heavy construction staking and quality control surveys and monitoring of nearby downtown buildings for movement.

Sky Harbor Terminal 4 Roads and Bridges, Phoenix. Construction surveys for eight complex bridges and one-mile street improvement.

Master Planned Community Projects

Dynamite Mountain Ranch, Phoenix. Boundary survey, final plats, design topographic mapping, aerial mapping, construction staking, and as-built surveys.

Estrella Mountain Ranch, Goodyear. Twenty-four square mile boundary survey, final plats, design topographic mapping, aerial mapping, construction staking and as-built surveys.

Vistancia, Maricopa County. Approximately 9 square mile project. Boundary survey, final plats, design topographic mapping, aerial mapping, construction staking, and as-built surveys. Site later re-named Vistancia.

Commercial Projects

Arizona Cardinals Stadium, Glendale. Boundary surveys, final plat, design topographic mapping and construction staking of the Glendale Stadium.

Arizona State University Research Park, Tempe. Boundary survey, design topographic mapping, construction staking, preparation of a color marketing master plan of the campus.

The AutoPlex, Tempe. Boundary survey, final plats, design topographic mapping, construction staking, and 27 separate ALTA surveys and topographic surveys.

The Chinese Cultural Center, Phoenix. Boundary survey, final plats, design topographic mapping, construction staking, and as-built surveys.

Copper Square, Phoenix. Boundary survey, final plats, design topographic mapping, and construction staking.

The Scottsdale Spectrum, Scottsdale. ALTA surveys and topographic mapping.

Special Interest Projects

Phoenix Storm Drain Tunnel Underground As-Built Survey. As-built survey of the 24 foot diameter drain tunnel, 70 feet under America West Arena and Collier Center Tower in downtown Phoenix.

Maricopa Community Colleges Master Surveys, Maricopa County. Boundary survey, design topographic mapping, aerial mapping, compilation of existing utility as-builts, and blue stake survey. This very detailed master-planning project was performed on five of the Maricopa Community Colleges campuses.

Surprise Sports Complex, Surprise. Surprise Sports Complex for the Texas Rangers and Kansas City Royals Stadium, City Courts and Police complex and water park / aquatic center. Boundary surveys, final plats, design topographic mapping, aerial mapping, construction staking and as-built surveys.

The Collier Center, Phoenix. New Bank One tower, boundary and as-built mapping.

The Pointe Hilton South Mountain Expansion, Phoenix. Topographic mapping for design.

Alhambra High School, Phoenix. Boundary and design topographic mapping of every feature on school grounds.

Arizona Department of Transportation Projects (ADOT)

I-10 and I-17 Stack Interchange, Phoenix. Five substantial bridges, three miles of freeway and one-mile street construction layout.

I-10 Deck Park Tunnel, Phoenix. Eighteen bridges and one-mile street construction layout.

Hohokam Freeway, Phase I and II, Phoenix. Fifteen bridges, eight miles of freeway and one mile street construction layout.

Superstition/Maricopa Freeway Interchange, Phase I & II, Phoenix. Eleven bridges and six miles freeway construction layout.

Bryan Campbell, RLS

Surveying

Education
1982 / AS Engineering / Grays Harbor College, Washington

Certifications/Registration
Registered Land Surveyor:

Arizona #40622, Washington #34135, Oregon #61349LS, Idaho #9321, Montana #15281LS, Nevada #018748

Memberships
Arizona Professional Land Surveyors, 2006 and 2007 Conference Chairman, 2007 State Board Representative – APLS Central Chapter

Years with AMEC
2

Years of Experience
22

Professional Summary

Mr. Campbell has 22 years of progressive experience in the land surveying profession and is proficient in the use of Trimble Geomatics Office, AutoCAD Land Development, Desktop Data Collection and Internet Technology. He is responsible for topographic surveys (base mapping for the preparation of grading and drainage plans), ALTA/ACSM surveys, subdivisions, lot surveys, legal descriptions and calculations. Mr. Campbell's responsibilities also include supervision of CAD drafting work for ALTA/ACSM surveys, topographic surveys, boundary surveys, final plats, horizontal control plans, as-built plans and exhibit drawings. His past experience includes surveying for Wal-Mart (Renton, WA), multiple Safeway sites, Home Depot and Lowe's along with numerous other larger retail and residential property developments.

Relevant Experience

Transportation Projects

Prospector's Road, Pinal County. Survey Supervisor. AMEC provided professional engineering services including the preparation of construction documents PS&E for this intersection widening project. The intersection widening is to accommodate left-turn lanes on McCartney Road and Cox Road. Services include field survey, roadway design, utility coordination, signing and striping design, and drainage analysis. Drainage analysis includes hydrologic and hydraulic analysis to determine improvements needed to remove an existing dip crossing.

McCartney Road/Cox Road Intersection, Pinal County. Survey Supervisor. AMEC provided professional engineering services including the preparation of PS&E for roadway widening and paving project. The project is located in mountainous terrain at the base of the Superstition Mountains. The project includes significant roadway profile adjustment to upgrade the roadway to current design standards. Services included field survey, roadway design, utility coordination, signing and striping design, drainage analysis, right-of-way legal descriptions, and environmental documentation. Drainage analysis included extensive hydrologic and hydraulic analysis at three major washes.

Barnes Road, Pinal County. Survey Supervisor. AMEC is providing professional engineering services including surveying and the preparation of plans for roadway paving for Barnes Road from Warren Road to Sage Street (2 miles) near the City of Maricopa. The services include survey and mapping and preparation of final construction plans including typical sections, geometric control sheets, and plan and profile sheets. The roadway cross-slope will be re-graded to shed to the north in order to convey drainage from south to north into the existing drainage channel. A cut-off wall was designed along the entire north side of the roadway to provide erosion protection. A cut-off wall was included on both sides of the roadway at four wash crossings for erosion protection.

CM@Risk Design Services for Price Road at Germann Road Improvements, City of Chandler. Mr. Campbell supervised the creation of multiple easement descriptions and sketches for various purposes related to the Power Marketplace – Queen Creek, AZ, Ryan Companies. Mr. Campbell supervised the performance of an ALTA/ACSM Land Title Survey of Parcel 4, a retail property.

US 93 - SR 71 Congress, AZ, ADOT. Mr. Campbell supervised the performance of boundary and right of way surveys for approximately 19 miles of State Highway. The mapping for this project covered portions 46 square miles of PLSS corners and included the analysis and resolution of both lost and obliterated corners.

SR 74 - SR 60, Morristown – New River, ADOT. Mr. Campbell is supervising the performance of boundary and right of way surveys for approximately 15 miles of State highway. This project covers portions 24 square miles and includes research, data collection, review, analysis and determination of existing right-of-way, easements and parcel ownership

lines along the entire length of the project. Close communication and coordination is constantly maintained with ADOT personnel in the performance of this project.

SR 77, Tucson, ADOT. Mr. Campbell is supervising the performance of cadastral and right-of-way survey review for approximately 7 miles of State highway. This project covers portions 11 square miles and includes research, data collection, review, analysis and determination of the accuracy of an existing Right of Way survey. Close communication and coordination is constantly maintained with ADOT personnel in the performance of this project.

Commercial/Residential Projects

Downtown Phoenix Sheraton Hotel, Perini Building Company, Phoenix. Mr. Campbell supervised the performance a survey that provided horizontal and vertical control verification survey. He also performed a quality assurance check of the site control for boundary and gridlines to ensure accuracy and tolerances prior to the beginning of excavation and building construction of a multi-story high rise hotel in the downtown Phoenix core.

Trillium, JF Properties, Buckeye. Mr. Campbell was the Project Surveyor responsible for ALTA/ACSM Land Title Survey, boundary and QA/QC of topographic surveys for this project. He also assisted in the pre-plat preparation and created legal exhibits and sketches for a two-phase housing development project covering approximately 3,680 acres in Buckeye, Arizona. He also assisted in the delineation of 404 lines and setbacks, along Wagner Wash, for use in platting.

Balterra, JF Properties, Tonopah. Mr. Campbell supervised the performance an ALTA/ACSM Land Title Survey, boundary and topographic surveys, and assisted in the pre-plat preparation for this project. The mapping for this project covered portions of Winters wash at I-10. He also created legal exhibits and sketches for a future housing development project covering 1,200 acres in Tonopah, Arizona.

Westminster Village, Westminster Village Foundation, Scottsdale. Mr. Campbell provided boundary verification and detailed structural and topographic surveys of an existing assisted living facility in Scottsdale, Arizona. He also performed detailed surveys for use in structural, architectural and civil design plans for the creation of infill and expansion plans on an existing multi-story building along with the inclusion of a separate detached building.

Cottonwood, Ryland Homes, Buckeye. Mr. Campbell supervised all surveying services for the creation of a three-phase subdivision covering approximately 315 acres in Buckeye, Arizona. He created plats, multiple property descriptions and exhibit sketches. He also performed an ALTA/ACSM Land Title Survey and topographic surveys for engineering design.

Buckeye Sewer Main Extension, Ryland Homes, Buckeye. Mr. Campbell supervised the performance an ALTA/ACSM Land Title Survey, right-of-way and topographic surveys for a 2-1/4 mile section of an 8-mile extension of the sewer trunk main line east in Buckeye Arizona. The project involved extensive review and determination of boundaries and easements covering over 20 public and private property parcels.

3131 Camelback Building, Lowe Enterprises Real Estate Group, Phoenix. Mr. Campbell supervised the performance an ALTA survey of a 9.1-acre multi building commercial office park in the Biltmore area.

The Greens at Casa Grande, Rochelle Magic, L.C. Mr. Campbell supervised the performance an ALTA/ACSM Land Title, boundary and topographic surveys and the preparation of multiple plats for this project. The topographic mapping for this project included portions of the North Branch of Santa Cruz wash. The topographic mapping was completed to FEMA specifications necessary for use in determining the floodway and flood plain along the south frontage of the project. This mapping covered a total of one mile of the wash.

Apache – McClintock - Tempe, AZ, Howard Cornell, Tempe. Mr. Campbell supervised the performance of an ALTA/ACSM Land Title Survey and a Re-Plat for a two-acre commercial property, fronting the new light rail alignment, to meet City of Tempe requirements. This was a fast track project which was accomplished within a 6 week timeframe including submittal to the City Council for approval.

Power Marketplace II – Queen Creek, AZ, Ryan Companies. Mr. Campbell supervised the performance of an ALTA/ACSM Land Title Survey of Parcel 3, a retail property.

Sean Twomey, RLS

Surveying

Education
Diploma of Technology (Geomatics) / British Columbia Institute of Technology, Burnaby, BC

Geodesy & Public Land Survey System Coursework / Phoenix College

Certifications/Registration
Registered Land Surveyor:

Arizona #44568

Memberships
Arizona Professional Land Surveyors

Years with AMEC
1.5

Years of Experience
8

Professional Summary

Mr. Twomey has eight years of experience in land surveying, including ALTA, topographic, boundary, right-of-way, residential subdivision, ADOT, MCDOT contract surveying. He has experience with the following equipment: Trimble GPS, Trimble Robotics, Topcon Robotics & GPS, Total Stations and conventional survey methods. Mr. Twomey has experience survey calculations as well as in rough grade; subgrade; curb, road, building, sewer, water and electric staking; and pad elevations. Mr. Twomey's skills include performing field work as well as processing it to completion and delivering it to various clients. His responsibilities have included examining data from field crews, reducing it and preparing it for import into the CAD environment, including adjustments, quality reviews and completion/scope review. He has been responsible for examining data and comparing it to other data sets to determine level of fit and has helped to structure job files on the network, making them easier to understand and to locate on the system. He has developed standard operating procedures for field and office work as well as maintained a simple web-based interface to aid in coordination between the field and office as well as making use of the computer more efficient.

Relevant Experience

Mr. Twomey has served as Instrument Technician in the field providing accurate and reliable information consistent with job site requirements. He has worked as a one-man field crew running Trimble Robotic and GPS in the collection of primarily topographic detail, including some boundary as well as on road construction projects. He has also worked in this capacity on two-man crews, performing work with GPS and Total Stations as well.

Prospector's Road, Pinal County. Project Surveyor. AMEC provided professional engineering services including the preparation of construction documents PS&E for this intersection widening project. The intersection widening is to accommodate left-turn lanes on McCartney Road and Cox Road. Services include field survey, roadway design, utility coordination, signing and striping design, and drainage analysis.

McCartney Road/Cox Road Intersection, Pinal County. Project Surveyor. AMEC provided professional engineering services including the preparation of PS&E for roadway widening and paving project. The project is located in mountainous terrain at the base of the Superstition Mountains. The project includes significant roadway profile adjustment to upgrade the roadway to current design standards. Services included field survey, roadway design, utility coordination, signing and striping design, drainage analysis, right-of-way legal descriptions, and environmental documentation.

Barnes Road, Pinal County. Project Surveyor. AMEC is providing professional engineering services including surveying and the preparation of plans for roadway paving for Barnes Road from Warren Road to Sage Street (2 miles). The services include survey and mapping and preparation of final construction plans including typical sections, geometric control sheets, and plan and profile sheets. The roadway cross-slope will be re-graded to shed to the north in order to convey drainage from south to north into the existing drainage channel. A cut-off wall was designed along the entire north side of the roadway to provide erosion protection.

Hwy 93 - Hwy 71 Congress, AZ, ADOT. Provided research and calculation services to find original PLSS monuments, and re-establish new PLSS corners. Visited project in field to verify monuments found, and to set new monuments. Helped create a Result of Survey to record what was found, and what was set for future surveying activities.

South Mountain Freeway Extension, ADOT. Supervised and coordinated with 5 crews to establish 100 aerial panels set over a two-day period. Part of Phase I for the extension of loop 202 connecting into I-10. Field work included setting

aerial targets. Verified alignment, and compared with Aerial Topography to determine if aerial panels would adequately cover the project location.

US93 Final Design, Hoover Dam to MP 17, ADOT. Supervised and coordinated with field crews to establish control needed to provide additional topography required for lane expansion. This required researching available control, to determine what was used initially.

Turner Ranch, Town of Gilbert. Supervised and coordinated the field effort to provide a full topographic survey and utility location dataset for engineering design. Researched and documented multiple datum's in order to properly tie-in old plans to current data, required by engineers. Created a single surface containing 23,000 surveyed points, over approximately eight miles for delivery to engineers.

NOVA SAFE HAVEN, Maricopa County. Established control for the project for which laser scanning was used to survey data for the entire project. This approach met the requirements for a detailed topographic survey for design purposes with a quick turn-around time.

Phoenix Sky Harbor International Airport, Phoenix. Completed an airport safety exam, was Red Badged, in order to work within protected area of airport. Contacted airport officials to arrange for surveying within the protected areas. Very familiar with working within an airport. Established control for use on multiple jobs, by tying into an existing AZTEC control system, as well as City of Phoenix benchmarks. Ensured quality by taking redundant measurements to independent control, insuring proper setup on datum. Sky Harbor Projects worked on:

- **Fire Station # 19**, performed a small topographic survey of an area adjoining the then new Fire Station. This involved tying into the finished floor of the new building as well as into other control. Created a detailed basemap.
- **Technology Building**, performed a small topographic survey on an area also adjoining Fire Station #19. This area was located behind the security fence on the airfield. Created a detailed basemap.
- **Taxi-Way Sierra**, established control, using a combination of Conventional and GPS methods, over a large area of this area in the middle of the airport. This project involved measurements made to both the bottom and top of the old bridge decking. This project involved the removal and redesign of Taxiway sierra. Created a detailed basemap, which also involved meshing a Aerial Surveys DTM with this surveys DTM.
- **Airport Terminal N-1**, tied into a previous surveyors control system, to perform a topographic survey of the area immediately surrounding Terminal N-1. Created a detailed basemap.

Williams Gateway Airport Authority, Mesa. Communicated with airport officials and arranged for airport supervisors to help with airport safety, and compliance. Established control in areas of need by tieing into previous control system established by Horizon Surveys. Carried out multiple Topographic Surveys. Collected field data, processed incoming data, input into CAD, performed calculations, and ensured quality. Williams Gateway Projects worked on:

- **Taxiway Bravo**, Surveyed a strip of land 3000 feet long by 600 feet wide. Worked under extreme time constraints to get project done in a timely and safe manor. Created a detailed basemap.
- **Fuel Farm**, processed survey data for use in a detailed basemap.
- **Taxiway Lima Extension**, processed survey data for use in a detailed basemap.
- **Perimeter Road**, processed survey data for use in a detailed basemap.

Danny Green, RLS

Surveying

Education
1968 / AAS Civil Engineering Technology / Southern Colorado State College

1971 / Surveying / Mount San Antonio College

Certifications/Registration
Registered Land Surveyor:

Arizona #29873, Idaho #1022, California #4046, Colorado #11259

Years with AMEC
9.5

Years of Experience
35

Professional Summary

Mr. Green has 35 years experience in charge of survey projects including route, boundary, right-of-way, ALTA and construction surveying. Mr. Green has completed subdivision surveys, prepared records of survey, resolved boundary disputes, and completed numerous construction surveys. Mr. Green has also been responsible for section subdivision, corner restoration, records of survey, parcel and plat maps and construction staking. He conducted large transmission line projects and provided all calculations and legal descriptions for numerous residential, commercial, and industrial projects. He is familiar with Civil CAD and electronic survey equipment such as total stations, data collectors, and GPS.

Relevant Experience

Design and On-Call Surveys

Provided as-built cultural and topography mapping for the following projects: Threeway Junction, ADOT, Clifton, Arizona; Culvert and Guardrail Study, ADOT, Bowie to New Mexico; 1st Avenue Widening Project, Town of Oro Valley, Arizona; Traffic Signal Studies (Various Intersections), Town of Oro Valley, Arizona; Miscellaneous Survey Projects, City of Tucson, Arizona; set-up and ground control panels for River Road, Pima County, Arizona and ADOT.

Miscellaneous Survey Services, Metropolitan Domestic Water Irrigation District (MDWID). Survey Manager. AMEC has completed Wellhead and Site Surveys, Waterline Lowering Pothole Survey, Construction Survey, Well Sites - Benchmark Survey, Waterline Relocation, Spot Elevation Checks, Site Surveys Legal DescriptionsNew Property Corners, and Record of Survey.

Miscellaneous On-Call Survey Services, City of Tucson. Survey Manager. AMEC has provided On-Call Survey Services to the City of Tucson for over five years. Under this On-Call contract, AMEC has worked on Construction Staking, Survey, Topo, Mapping, Curb Staking, Set & Points, Ties, Right-of-Way Survey, As-Built Existing Storm Drain, ALTA Surveys, Record of Survey and Culture Surveys.

On-Call Civil Survey and Drafting Services, City of Tucson Water Department. Survey Manager. Under this On-Call contract, AMEC has worked on the following projects: Taylor Lane - Legal Descriptions; Southside Gravity Main - Boundary Survey and Legal Descriptions; Drafting Services; Martin Farm - Boundary and Record of Survey of 240 Acres; Glover Farm - Boundary Survey and Record of Survey of 188 Acres; Flecha Caida Ranch Estates - Stake & Flag Easement Lines and Easement Legals for each lot; Oracle Road - Two Waterline Legal Descriptions; Legal Descriptions for Easements; Layout, Pipeline and Easements; 3rd and Aviation - 13 Culture and Topo Surveys; La Lomita - Record of Survey;Riverview Road - Culture Survey; Hermans Road/Well E-29 - Culture Survey; Old Vail Connection Road - Cultural and Topo Survey; Well Site RP1305 - Boundary Survey; Well Site B-22 - Boundary Survey

Miscellaneous Engineering Design Services for Federal-Aid Projects, City of Tucson. Survey Manager. AMEC has provided surveying services on the following projects, under this contract:Udall Park Transit Center - Preliminary Engineering Survey and Stone Avenue Median Island Improvements - Preliminary Engineering Survey

On-Call Surveying Services, ADOT. Survey Manager. AMEC has provided On-Call Survey Services to ADOT for over five years. Under this contract, AMEC has worked on Topo and Cultural Survey;Control, Cultural, and Right-of-Way Surveys; Eliminate and Upgrade Guardrail - Ground Control and Cultural Survey; Right-of-Way and Ground Control Surveys; and Design and Construction Surveys.

I-19, Ruby Road Traffic Interchange and Eastside Frontage Road, ADOT. Survey Manager. This project included providing engineering services from conceptualization through design of reconstruction and realignment of 3.5 miles of

frontage road, ramp connections, bridge widening and new traffic interchange. The design was characterized by complicated sequencing and traffic control, right-of-way limitations, messy utilities and the necessity of maintaining access to numerous businesses. This was a high-visibility project with a design schedule significantly accelerated due to political considerations.

US 191, MP 151 to Threeway Intersection, ADOT. Survey Manager. This project included providing engineering and management services for the reconstruction and realignment of 4 miles of state highway. Notable features of this project include a new 1,100-foot, AASHTO Type VI precast concrete girder bridge and significant environmental constraints.

SR 80 St. David – Clifford Wash, ADOT. Survey Manager. This project was a major safety improvement project sponsored by ADOT Safford District which included guardrail removal, extension of culverts, slope flattening, design survey, traffic control plans, erosion control plans, SWPP plans, and coordination with various ADOT departments and local utility companies.

Marsh Station TI, I-10, ADOT. Survey Manager. This project included development of alternative concepts and analysis of a portion of I-10, east of Tucson, evaluation of traffic interchange alternatives, railroad overpass, and I-10 mainline alignments to improve operational characteristics of the interstate, and project management.

Houghton Road Corridor Study, ADOT. Survey Manager. This project included a preliminary thirty mile roadway study that assesses existing rural conditions and traffic information and developing a long-range facility and phasing plan to account for the increased urban traffic projections over a thirty-year period.

SR 75, Gila River Bridge #311, Highway Design, ADOT. Survey Manager. This project included design of approach roadways and overall project management of various ADOT sections for a new bridge at SR 75 and Gila River in Duncan, Arizona, environmental mitigation, traffic control, coordination with ADOT design team members, roadway design, and scheduling.

Pantano Railroad Overpass, ADOT. Survey Manager. This project included designing 0.5 miles of Union Pacific Railroad and incorporation of a new railroad bridge over I-10 and included preparation of railroad realignment and roadway approach plans, coordination with numerous ADOT departments, Union Pacific Railroad, and utility companies, project management and discipline coordination, geometric design of UPRR track centerline, drainage design and hydraulic calculations, and earthwork modeling and calculations.

SR 83 Phase 1, 2 & 3 Eliminate and Upgrade Guardrail, ADOT. Survey Manager. This project was a major safety improvement project which included removal and upgrading of existing guardrail, extension of RCBC's and pipe culverts, design survey, mapping, traffic control plans, and coordination with various ADOT departments, their environmental consultant, and local utility companies.

ALTA and Boundary Surveys

Provided research, calculations, and field surveys for numerous ALTA surveys, including Tucson Volunteer Center, El Dorado Medical Plaza, Northwest Hospital, El Dorado Medical Center, and Amber Lights Retirement Center.

Construction Surveys

Performed calculations, coordination, and supervision for major construction projects including: Safford District Traffic Interchanges Improvement Project; Three-Mile Pathway; T.G.I.F. Restaurant; Batteries Plus, and I-10 Frontage Road – Speedway to Broadway.

Right-of-Way Surveys

Provided ADOT with research, calculations, field surveys and location studies for right-of-way determination for areas including: Marsh Station Traffic Interchange; Gila River Bridge, Duncan, Arizona; Rio Rico T.I. to Ruby Road, Nogales, Arizona; Threeway Junction; SR 191, Safford, Arizona; and SR 83, Sonoita, Arizona.

Bob Davies, PE, PH, CFM

Hydrology/Hydraulics

Education
1994 / MBA / University of Phoenix

1988 / MSE Civil Engineering / Arizona State University

1982 / BSE Civil Engineering / Arizona State University

Certifications/Registration
Professional Engineer: Arizona #21674, Nevada #8339, California #C51283, Hawaii #10404, Missouri #23348

Professional Hydrologist / National #1463

Certified Floodplain Manager #10502

Memberships
Arizona Floodplain Managers Association

American Institute of Hydrology

Years with AMEC
5.5

Years of Experience
26

Professional Summary

Mr. Davies has 26 years of project management, design, planning and studies experience. He has managed a variety of projects ranging from engineering design to engineering and planning studies. Each project required multi discipline coordination, schedule and budget development and adherence, and resource management. Mr. Davies' experience includes flood studies and master drainage reports for urban and rural watersheds; review of drainage studies for proposed commercial and residential land development; parks/recreation; preparation of Bureau of Reclamation loan application reports for agricultural land development; highway, subdivision and rural drainage systems; canals, irrigation distribution systems and water transmission mains.

Relevant Projects

Loop 303 / White Tanks ADMP Update Floodplain Delineations, FCDMC. Task Manager responsible for managing budget and schedule and provided senior technical input and quality control for the delineation task. Key project elements included 14 miles of floodplain delineation and five miles of floodway delineation using HEC-RAS. Public meeting involvement was required. A LOMR was prepared for FEMA.

Salt Gila River Floodplain Delineation, FCDMC. Project Engineer/Project Manager for the preparation of a 78-mile delineation of Salt-Gila River floodplain in Maricopa County. Coordinated with U.S. Army Corps of Engineers to secure reconnaissance data from previous studies. Coordinated with FCDMC and FEMA technical reviewer to incorporate review comments. Key elements of the project included: Surveys Global positioning system technology was used to establish horizontal control; Aerial Mapping Planimetric features included transportation facilities, drainage features, land use elements and utility facilities. Topographic features were generated using Digital Terrain Modeling (DTM); and Floodplain Delineation Army Corps of Engineers HEC 2 model was used to produce floodplain and floodway delineation. Delineation was in compliance with FEMA requirements. More than 900 cross sections using HEC 2 were generated by Intergraph INROADS.

Community of Mecca Storm Drainage Master Plan, Mecca, California. Project Manager for developing a drainage master plan for Mecca. Two public meeting were held for this project. Hydrology was developed for this project. Both offsite drainage mitigation alternatives were developed and evaluated. A consensus recommended alternative was identified. Construction estimates and a final master plan were prepared. Mr. Davies was responsible for budget and schedule management and senior technical oversight and public meeting participation.

Scottsdale Road/Thunderbird Road Improvements, City of Scottsdale. Drainage Design. AMEC is responsible for the design of final plans, specifications and cost estimates for the improvements of the intersection of Scottsdale Road and Thunderbird Road. Design items include widening of Thunderbird Road, the addition of left turn lanes on Scottsdale Road, the Realignment of 73rd Street at its intersection with Thunderbird Road, a new underground storm water conveyance system along the east side of Scottsdale Road from Thunderbird Road to Sweetwater Road, the addition of catch basins along Scottsdale Road, full rubberized asphalt, signing and striping, and traffic signal modifications. Project coordination includes the City of Scottsdale, FCDMC, APS, Qwest, and other utilities.

Deer Valley Airport Drainage Master Plan, City of Phoenix Aviation Department. Drainage Engineer. Assisted in preparation of drainage master plan and production of required plans and specifications to implement recommended alternative from master plan for Deer Valley Airport. Compiled HEC 1 model using Clark Unit Hydrograph and Green Ampt losses.

WACOG-Funded Street Improvements, Parks Development, Air Industrial Park Subdivision Infrastructure, City of Lake Havasu City. Mr. Davies is the Senior Drainage Engineer responsible for flood control, drainage design, and FEMA coordination for the 19-acre development at the Air Industrial Park. The flood control aspect required development, evaluation of alternate flood control facilities and recommendation of a preferred alternative. Mr. Davies provided senior oversight of the hydraulic sizing of the drainage facilities and related erosion control features. Mr. Davies also provided senior oversight of compilation of the Technical Data Notebook for the CLOMR submittal to FEMA and is the engineer of record for this submittal, and he is the point of contact with FEMA.

Wastewater System Expansion (WWSE) Project [Subtask: Vertical Curve Redesign with Associated Culvert Design and Street Drainage Improvements], City of Lake Havasu City. Drainage Task Manager. AMEC is providing hydraulic design oversight for the City of Lake Havasu's $463 million WWSE Program. A design engineering subtask was presented to the AMEC design team to redesign several wash crossings within the City. The focus of the design was two-fold, first to redesign the vertical roadway profiles to meet sight distance criteria for a 30-mph design speed and second to provide for stormwater conveyance across the redesigned roadway for events up to and including the 100-year storm. Design for local street drainage was also included. AMEC's vast resources in terms of roadway design, sewer design, drainage design and survey played a key role in producing quality construction documents under an abbreviated schedule. AMEC provided roadway vertical curve design, culvert design, scour revetment, surveying and utility protection/relocation design.

On-Call Professional Engineering Services for Capital Improvement Projects, City of Glendale. Drainage Design. As part of the Glendale Onboard Bond Issue, AMEC was selected to perform intersection improvement design for several intersections along 51st Avenue and 59th Avenue along with the design for the Olive Avenue storm sewer. The work includes final design of six major arterial intersections and includes an array of project elements. Design elements include survey, right-of-way delineation, geometric design, signals, lighting, ITS, landscaping and transit elements. A major aspect also includes utility conflict resolution and water line replacement/upgrades along with coordination of adjacent City of Phoenix requirements. As part of the design services, AMEC is performing continuous value engineering and constructability reviews to ensure that the project elements are designed for optimal value.

Ellsworth Road, Germann Road to Ray Road Phase I, MCDOT. AMEC provided design services for Ellsworth Road Phase I. Phase I consists of reconstructing and widening about three miles of the existing two lanes of Ellsworth Road from Germann Rd to Ray Rd to provide four travel lanes with a raised center median, signalize Germann intersection, and construct the Ellsworth Open Channel component of the East Mesa Area Drainage Master Plan.

Scottsdale Road South Drainage, City of Scottsdale. Project Manager/Drainage Engineer. AMEC will provide a study, design plans, cost estimates and specifications for the improvements to the Scottsdale Road South Drainage Corridor. The project included a study report and construction documents for identifying and mitigating potential flood hazards within the drainage corridor. A 48-inch RCP storm sewer was designed that collected runoff from the SkySong project and discharges it into the Indian Bend Wash.

On-Call Plan Review Services, FCDMC, Arizona. Project Manager responsible for budget/schedule and staff compliance with District Regulatory needs of On-Call Plan Review Services, Floodplain Use Permit Applications including LOMR/CLOMR submittals.

Fox and Havasupai/Chaparral Wash Improvement Projects, Bullhead City, Arizona. The project was required by major roadway improvements constructed by ADOT through Bullhead City. The project consisted of the design of approx. 10,000 lineal feet of vertical wall concrete drainage channel, 3,000 lineal feet of soil cement levee construction, several multi-cell box culverts and a regional detention facility. The upper reaches of the Fox Wash improvement are within an alluvial fan, requiring careful attention to sediment transport and hydraulics. The lower reaches of the Havasupai and Chaparral Washes are within flood-prone residential subdivisions. Since Fox Wash is a jurisdictional waterway, a Section 404 permit was required. All of the washes are located on steep slopes that required design of drop structures and energy dissipation systems. The project included survey, right-of-way documents, hydrology, hydraulics, construction documents, sediment transport, Conditional Letter of Map Revision (CLOMR) preparation and US Army Corps of Engineers (USACE) 401/404 permitting. All design was performed to meet FEMA and USACE requirements. Mr. Davies was the PM for the LOMR portion of this project and the Project Engineer performing value-engineering for the design portion.

Alex Coronel, PE, CFM

Hydrology/Hydraulics

Education
1998 / BS Civil Engineering / Arizona State University

Certifications/Registration
Professional Engineer: Arizona #40209

Certified Floodplain Manager

Memberships
Arizona Floodplain Managers Association

Years with AMEC
6

Years of Experience
10

Professional Summary

Mr. Coronel is a Design Engineer with ten years of experience in hydrologic and hydraulic analysis of streams. He is familiar with various hydrology and hydraulic design software applications including the US Army Corps of Engineers, HEC-1, HEC-HMS, HEC-2, HECRAS 3.1 (Steady and Unsteady) and HEC Geo-RAS w/ArcView watershed and river analysis systems. He is also proficient in the use of MicroStation and AutoCad coupled with InRoads to streamline the hydraulic modeling process. Mr. Coronel is also experienced in floodplain and floodway mapping following FEMA guidelines and specifications. He is also familiar with roadway drainage analysis and the civil design of roadway elements. He is proficient in the use of MicroStation and InRoads for the design of roadway elements. He is also intimately familiar with the Flood Control District Maricopa County's (FCDMC) design and analysis standards.

Relevant Experience

Loop 303 Area Drainage Master Study, Arizona. Project Engineer for the development of an Area Drainage Master Plan (ADMP) for a 220-square mile area west of Phoenix. The project includes coordination with seven cities and towns, Maricopa County, Luke Air Force Base, and developers. Drainage problems were identified and cost-effective multiple-use solutions for a storm water collection and disposal system were developed. The project tasks included public coordination and involvement, document/data review, survey and mapping, hydrology, hydraulics, environmental assessments, identification of drainage problems, development of alternative solutions, cost estimates and preparation of conceptual design plans for the preferred alternative. Mr. Coronel was responsible for locating utilities through coordination with various utility companies and municipalities. He was also responsible for culvert design using HY8 and project quantity calculations.

Loop 303 ADMS Flood Delineation Study, Maricopa County, Arizona. Project Engineer for the development of floodplain and floodway maps along existing and newly defined floodplains at Perryville Road, Camelback Road, Bullard Wash and the I-10 Culvert Wash. He coordated with the FCDMC's GIS Department to assure that the CADD deliverable met the County's standards. He was also responsible for the translation of all of the survey data to AutoCAD and subsequently into HEC-RAS. Mr. Coronel played a key role in the hydraulic modeling of all four streams and was responsible for mapping several miles of floodplain. He also played a key role in the preparation of the Technical Data Notebook through the preparation of the Flood Profiles, Summary of Discharges Table and the Floodway Data Tables.

Ellsworth Road Phase I, Germann Road to Ray Road, MCDOT. The project includes the widening of Ellsworth Road along a three-mile reach from Germann to Ray Roads as well as the construction of the Ellsworth Channel, a 3.3-mile long channel that is integral to the East Mesa Area Drainage Master Plan. Mr. Coronel's involvement included hydraulic modeling and scour analysis of the proposed channel as well as construction detail preparation, special provision writing and extensive coordination with project stakeholders which included representatives of the MCDOT, the FCDMC, the City of Mesa and Williams Gateway Airport. He also co-prepared and co-sealed the Final Drainage Report.

Prospector's Road, Pinal County. Project Drainage Engineer. AMEC is providing professional engineering services including the preparation of construction documents (plans, specifications, estimates) for roadway widening and paving project. The project is located in mountainous terrain at the base of the Superstitions Mountains near the City of Apache Junction. The project includes significant roadway profile adjustment to upgrade the roadway to current design standards. Services include field survey, roadway design, utility coordination, signing and striping design, drainage analysis, right-of-way legal descriptions, and environmental documentation. Drainage analysis includes extensive hydrologic and hydraulic analysis at three major washes. The analysis determined that culvert upsizing was necessary to accommodate standard design flows without roadway overtopping.

Crismon Business Park Special Improvement District, City of Mesa. The Crismon Business Park Special Improvement District includes the construction of over 0.5-miles of full and half-street improvements of local industrial streets. The proposed road will cross an existing Flood Control District of Maricopa County Channel and will force the relocation of an existing drop structure. Mr. Coronel's responsibilities included the hydraulic analysis of the channel crossing and drop structure relocation as well as calculating the pavement drainage. He also prepared the Final Drainage Report to accompany the Final Improvement Plans.

On-Call Plan Review Services, Flood Control District of Maricopa County (FCDMC). The project includes assisting the Regulatory Division of the FCDMC with its reviews of permit applications for Drainage Clearances and Floodplain Use Permits. Mr. Coronel is responsible for the review of grading and drainage plans and drainage reports for single-family homes, multi-lot master planned communities and commercial sites as well as CLOMR and LOMR submittals prior to their submittal to the Federal Emergency Management Agency.

North Spanish Springs Flood Detention Facility, Washoe County, Nevada. The proposed improvements included a 90 acre-foot sediment/debris basin, a 1,600-acre foot detention basin, and 3,300 feet of numerous channel improvements using earth, rock and concrete lining materials with capacities ranging from 1,500 to 3,000 cubic feet per second. Mr. Coronel was involved in all aspects of this project from design and modeling to coordination and preparing the final hydraulics report. A key responsibility for Mr. Coronel was the preparation of inundation limits mapping for the PMF event both upstream and downstream of the proposed water detention basin. The inundation limit mapping was submitted to the state dam safety engineer in support of a permit request.

Wastewater System Expansion (WWSE) Project [Subtask: Vertical Curve Redesign with Associated Culvert Design and Street Drainage Improvements], City of Lake Havasu City. AMEC is providing Program Management services for the City of Lake Havasu's $463 million WWSE Program. A design engineering subtask was presented to the AMEC design team to redesign several wash crossings within the City. The focus of the design was to redesign the vertical roadway profiles to meet sight distance criteria for a 30-mph design speed and to provide for stormwater conveyance across the redesigned roadway for events up to and including the 100-year storm, including design for local street drainage. AMEC provided roadway vertical curve design, culvert design, scour revetment, surveying and utility protection/relocation design. Mr. Coronel provided culvert and scour revetment design and was the Engineer of Record for the culvert plan and profile sheets.

WACOG-Funded Street Improvements, Parks Development, Air Industrial Park Subdivision Infrastructure, City of Lake Havasu City. The project includes the production of site development plans for a 19 acre site located on the northern edge of Lake Havasu City just south of the airport. The site presents interesting design challenges from a drainage perspective as it is located entirely within a FEMA designated Zone AO floodplain, defined as an area subject to shallow sheet flow flooding. Furthermore, AMEC has determined that the site is actually subject to in-active alluvial fan flooding. Mr. Coronel was responsible for the design of the off-site collection, conveyance and distribution system and was also instrumental in preparing the Conditional Letter of Map Revision (CLOMR) submittal to FEMA.

Fox Wash Improvement Plans and Letter of Map Revision, City of Bullhead City. The project consisted of the design of approximately 10,000 lineal feet of vertical wall concrete drainage channel and 3,000 lineal feet of soil cement levee construction. The upper reaches of the Fox Wash improvement are within an alluvial fan, requiring careful attention to sediment transport and hydraulics. A Section 404 permit was required. All of the washes are located on steep slopes that required design of drop structures and energy dissipation systems. The project included survey, right-of-way documents, hydrology, hydraulics, construction documents, sediment transport. The channel and levee construction was completed and a Letter of Map Revision (LOMR) request was prepared, submitted to FEMA and approved.

SilverRock Community Master Plan, Newport Development, Town of Buckeye, Arizona. SilverRock is a proposed 1,200-acre master planned community to be located in the Town of Buckeye Arizona. The project is located within the Buckeye and Sun Valley Area Drainage Master Plan study area. Mr. Coronel's responsibilities included coordination with and data collection from FCDMC as well as hydrologic and hydraulic analysis of both off-site and on-site drainage and FEMA Floodplain mitigation. He also prepared and sealed a Master Drainage Report that was submitted to both the Town of Buckeye and the District.

Yichun Xu, PhD, PE

Hydrology / Hydraulics

Education
1998 / PhD – Engineer, Fluvial Hydraulics / University of Stuttgart, Germany

1989 / MS River Hydrodynamics / Tsinghua University, China

1982 / BS Civil Engineering / Dalian University of Technologies, China

Certifications / Registration
Professional Engineer: Arizona #44746

Years with AMEC
3

Years of Experience
24

Professional Summary

Dr. Xu is a Water Resources Engineer with a wide range of experience in water resources, hydrology, surface water contaminant source assessment. She specializes in erosion/sediment transport and river morphodynamical studies. She has developed and applied one, two and three dimensional numerical model to simulate surface flow, sediment transport and channel morphodynamical processes, such as erosion and sedimentation, bank erosion, channel migration, local scour around bridge piers for river management projects for channelization, river revitalization and rehabilitation. She has over 24 years of professional experience working for states and governments in the United States, Germany and China.

Relevant Experience

Thunderbird/Scottsdale Road Intersection and Drainage Improvements, City of Scottsdale. Project Engineer. The Recommended Drainage Alternative, the Scottsdale Road Channel, is one of the five components (Scottsdale Road Channel, Cactus Park Detention Basin, the 71st Street Channel, the Mescal Park Detention Basin, and the Berneil Ditch improvements). The Scottsdale Road Channel provides for a continuous, comprehensive regional system capable of conveying at least a 10-year storm. The City of Scottsdale instructed AMEC to provide a design for the 10-year storm and not to revisit the hydrology. Ms Xu participated in the drainage design for this project. She analyzed the flow distribution and conveying capacity of the storm drains using StormCAD and FlowMaster.

CM@Risk Design Services for Price Road and Germann Road Improvements, City of Chandler. AMEC will provide design services for the widening of approximately one mile of Price Road and ¾ mile of Germann Road. Includes roadway design, waterline design, drainage design, landscape design, survey, traffic striping and future interconnect for traffic signal. The design will be coordinated with ADOT. The improvement of Price Road ranges from the new Santan 202L at the end of the Price 101L in the City of Chandler. Currently there are two lanes in each direction with approx 34-foot wide curbed median, and this road will be widened to six lanes and required to stay within R/W. All existing drainage utilizes local retention basins with slotted drains. Dr. Xu is participating the drainage design for this project and has evaluated the existing drainage and retention system and designed/resized retention basins to satisfy the ADOT and City of Chandler drainage criteria for the improved road.

WACOG-Funded Street Improvements, Parks Development, Air Industrial Park Subdivision Infrastructure, City of Lake Havasu City. Project Engineer. The project is to provide seven developable pads with circulating roadways and utilities over a property of 19 acres. The project site is within a FEMA effective floodplain, Zone AO and will impact waterways. A Section 404 permit from US Army Corps of Engineers (USACOE) was required. Ms. Xu analyzed hydrological conditions for the watershed including Wing Mine Wash and Desert Wash. She analyzed sediment transport using HEC-6, estimated sediment yield and predict sediment delivery potential using RUSEL and RUSEL2. By using the FLO-2D model, she simulated the alluvial fan flooding, and evaluated and compared it with the effective floodplain zoning shown on the FEMA FIRM. She assessed the alluvial fan flooding hazard based on NRCS soil map, USGS surficial geologic map, USGS Topographic interpretation, historic aerial photo review and field observation for the CLOMR review.

Scottsdale Road South Drainage Corridor Improvement, City of Scottsdale. Project Engineer. The City of Scottsdale plan to redevelop the former Los Arcos Mall site located at the southeast corner of Scottsdale Road and McDowell Road. The redevelopment will include re-grading of the site and various commercial structures which are part of the ASU/Skysong project. As a result of the redevelopment, storm water runoff will need to be collected and conveyed to a suitable outfall location.

North Spanish Spring Floodplain Detention Facility Project (NSSFDF), Reno, Nevada. Project Engineer. The purpose of the NSSFDF and its appurtenant components is to control stormwater flow from Griffith Canyon and to

attenuate flow from unincorporated Washoe County entering the City of Sparks Sphere of Influence. The flood control facility includes construction of artificial conveyance channels, a Sediment Retention Basin (SRB) and a medium Water Detention Basin (WDB) with an embank height being 45 feet and a storage capacity of 10,000 acre-feet. Ms Xu performed all hydraulic, channel stability and scour analysis for the NSSFDF. She analyzed sediment transport and sized the SRB, designed the inlets and energy dissipation structures for the SRB and the WDB and culvert protections.

Fernley Wal-Mart project. Dr. Xu provided hydrology analysis and detention basin design for the drainage system.

Improvement at SR 85 and Business Route 8 (B-8) connect I-8 in Gila Bend to I-10 in Buckeye, Arizona. The selected improvement in 2002 L/DCR and EA for SR 85 from the Gila Bend Airport south to B-8 is described as a four-lane roadway with a 16-foot median with driveways and at-grade intersections (uncontrolled access). A new diamond interchange would be constructed at B-8 and SR-85. Ms Xu involved the design/evaluation of new and existing drainage facilities to comply with ADOT drainage criteria for a principal arterial roadway.

National Center for Computational Hydroscience and Engineering, the University of Mississippi. Two and three dimensional flow and sediment transport model development, validation and verification using laboratory and field data. Numerical simulations of the flow field in Victoria Bendway on the Mississippi River, in corporation with US Army Corps of Engineering in Vicksburg.Numerical investigation of arrangement and alignment influences of submerged weirs built in curved channels on river navigation. Suggestion and proposal a guideline for submerged weir design in curved channels to improve navigation conditions Numerical modeling of three dimensional turbulent flow structure and scour hole evolution around bridge piers. Investigation of mechanics of channel meandering in natural curved channels using numerical methods.

Chris Hassert, PE

Hydrology / Hydraulics

Education
1992 / BS Civil Engineering / Arizona State University

Certifications/Registration
Professional Engineer: Arizona #31115

Years with AMEC
2.5

Years of Experience
16

Professional Summary

Mr. Hassert has more than 16 years of engineering experience in the areas of transportation, sewage collection and treatment, water supply, stormwater management and flood control and site design related to civil infrastructure project planning, design and bidding phase services. His involvement in state, county and local infrastructure design projects funded by various sources, including local, state and federal allocations has allowed him to adapt design requirements to meet different agency requirements. A significant portion of his experience includes roadway and highway design, hydraulics of bridges, culverts and piped storm sewer systems and drainage master planning.

Relevant Experience

Sewage Collection & Treatment

Lake Havasu City Wastewater System Expansion Project, City of Lake Havasu, Arizona. Program Manager/Project Manager. AMEC is providing Program Management services for the City of Lake Havasu's $463 million Wastewater System Expansion Program, and Mr. Hassert serves as Project Manager for this project. AMEC was selected to evaluate the Program progress and refine the approach and direction to better accomplish City goals and connection targets. This approach encompasses three distinct service areas to the City: Program Management, Design Engineering and Construction Administration. The Wastewater System Expansion Program is currently proposed as an 11-year Community Investment Program (CIP) project and is nearing completion of the third program year. In addition to the design and construction side the AMEC Team will provide assistance with financing considerations, CIP scheduling, cost estimation, and overall management of all aspects of the program. The program will eliminate approximately 28,000 residential septic systems by connecting the residents to a new sewer system, and to upgrade and expand the City's existing sewer system. As a part of this program we will design and construct wastewater collection, treatment, and effluent reuse/disposal facilities throughout the community. Additional services the AMEC Team will provide include Public Involvement and Alternative Procurement Assistance. Creative project bundling and use of alternative delivery methods will assist in increasing the competitiveness of the bids and ensure a fair construction price for the City.

Stormwater Management & Flood Control

Desert Greenbelt, Regional Stormwater Management Plan, Scottsdale, Arizona. Mr. Hassert worked as a project drainage engineer for this project led by the City of Scottsdale and the Flood Control District of Maricopa County (FCDMC). Extensive hydrologic and hydraulic modeling was required to propose alternatives for managing runoff generated by the McDowell Mountain Range northeast of Scottsdale. Modeled by means of HEC-1, HEC-RAS and Stormcad.

Cave Creek Road, Phoenix, Arizona. Performed the hydrologic modeling for both the roadway and pass-through drainage systems. Designed the 14 box culvert crossings needed to pass off-site drainage. Prepared all related Army Corps permitting documents.

Elliot Basin & Channel Project, MCDOT, Arizona. Participated in this FCDMC project as the MCDOT stakeholder. Provided technical input during the design process, and took an active role in the Public Participation Process.

Ellsworth Road & Channel Project, MCDOT, Arizona. Served as assistant Project Manager and Project Engineer on this joint Transportation and Flood Control Project. Project Stakeholders also included the City of Mesa, Williams Gateway Airport and General Motors.

IDOT - Cedar Road, New Lenox, Illinois. Phase 2 Design of the roadway and bridge drainage systems for this project. Oversized piping is being modeled for on-site stormwater detention. HEC-RAS was used to model the hydraulics of Hickory Creek.

IDOT, McHenry County, Walkup Road, McHenry County, Illinois. Investigating the existing and proposed drainage for the Phase I study of this corridor. Proposing the use of vertical dry wells as a means of detention storage based on the soils type located throughout this project site. Project involved roadway drainage, cross culverts and detention storage.

IDOT, CDOT, I-190 Design near O'Hare Airport. Providing drainage support for this large scale highway improvement. Both hydrologic and hydraulic modeling are required, as well as pump station modeling to accommodate runoff generated by the various design alternatives.

Mannheim Road Bridge, IDOT, Illinois. Provided QA/QC support for this Phase 2 project near O'Hare Airport. The project involved drainage for the new bridge structures, as well as surface drainage and erosion control for the surrounding temporary and permanent interchange work.

City of Naperville, Illinois, Route 59, IDOT. Served as the lead drainage engineer of this Phase 1 Study. The main scope items focused on an overall Location Drainage Study, as well as separate Study reports for the replacement of an existing pump station and a major culvert crossing. Coordination required with IDOT and the City of Naperville.

Hungry Hollow Bridge, Danville, IDOT, Illinois. Serving as the overall civil engineering lead for this Phase I project. Mr. Hassert is responsible for both the roadway and drainage components involving the replacement of an existing steel truss bridge. HEC-RAS is being used to model the Vermillion River.

Lockport Township, IDOT - High Road Bridge & Oak Street Culverts, Lockport, Illinois. Developed the hydraulic models to analyze the existing structures and proposed replacement structures. HEC-RAS was used to model the appropriate water courses for both of these structures.

Frost Avenue Bridge Replacement, MODOT, Missouri. Led the drainage analysis efforts for this St. Louis area bridge replacement Study. The project involved HEC-HMS modeling to develop the tributary hydrology in association with HEC-RAS modeling to analyze the proposed bridge.

ISTHA – I-355 Tollway Extension. Served as the Lead Drainage Engineer for the tollway segment including and surrounding the 127th Avenue interchange, which was part of the overall 12-mile, $700 Million extension. Both the design of on-site drainage and detention facilities and the mitigation of pass through drainage were required. Design of the project erosion control plan was also included with this project.

Drainage Improvements and Sewer Separation Plan, Lombard, Illinois. Served as Project Engineer for this drainage system study which involved design of new improvements, as well as recommendations for separating components of the City's Combined Sewer System.

City Storm Sewer Master Plan, Evansville, Indiana. Participated in this city-wide drainage analysis of the existing storm sewer and combined sewer infrastructure. Hydrologic and hydraulic modeling was implemented to recommend improvements to the existing system as well as propose any necessary expansions to the storm sewer network.

Drainage Facility Improvements, Mokena, Illinois. Performed the study and design of drainage improvements to rectify flooding problems experienced by the Village. Also served as the Resident Engineer for the construction.

Local and Regional Drainage Improvements, New Lenox, Illinois. Performed a drainage analysis to improve local flooding conditions, as well as develop region wide stormwater management improvements. Assisted with the GPS survey, performed the engineering and developed alternatives with complete cost estimates.

Lincolnshire Downtown Redevelopment, Lincolnshire, Illinois. The Village selected Teng to be their planner, designer, and developer for the development of the new downtown. Mr. Hassert led all drainage design and permitting efforts.

Larry Zobrist, PE

Plan Review Services

Education
1978/BS Civil Engineering/Southern Illinois University

Certifications/Registration
Professional Engineer: Arizona #18878, Florida #40014, Illinois #62039335

Years with AMEC
2

Years of Experience
30

Professional Summary

Mr. Zobrist's extensive engineering experience spans more than 30 years. His areas of expertise include highways, roadways, bridges, storm drains, irrigation, drainage structures and traffic signalization. He has been responsible for monitoring National Pollutant Discharge Elimination System (NPDES) and ensuring Department of Environmental Protection (DEP) permit compliance. He has proven experience coordinating with various Departments of Transportation, traffic engineering and public media consultants.

Relevant Experience

Price Road Drainage Tunnel, Tempe, Arizona. Assistant Resident Engineer promoted to Resident Engineer for a three-mile-long, 18-foot diameter flood control tunnel that was constructed in soft soils using a mechanized shield system 40 to 80 feet underground. This project also included a pump station and drop structures. Responsible for accurate documentation, preparation, review, and submittal of supplemental agreements and contractor's claims' documentation for the final closeout of the project; and supervision of technical and non-technical personnel in the construction field office; reviewed and monitored the contractor's critical path schedules.

On-Call Plan Review Services, Flood Control District of Maricopa County (FCDMC). Constructability Review. Work under these contracts has included conducting constructability reviews of roadway and traffic construction/signalized intersection plans, estimates and specials. AMEC responds by providing redlines and written comments. In addition, AMEC's Construction Management Group does quantity take-offs and conducts field checks to verify items in the field, then documents these items in writing and with photographs and presents a full, detailed report to MCDOT.

Olive Avenue Reconstruction, Sun City, Arizona. Resident Engineer. This project involved three miles of a five-lane arterial street reconstruction, including storm drains, drainage structures, asphalt pavement, curb and gutters, traffic signalization, and striping.

Ray, Price, and Dobson Roads, Chandler, Arizona. Resident Engineer/Project Manager. This project involved five miles of a five-lane arterial street, including lighting, signalization, landscaping, utility adjustments, irrigation piping construction, and irrigation canal relocation.

Lindsay Road and Bridge Improvements, Mesa, Arizona. Resident Engineer/Project Manager. This project involved bridge construction over a canal during a dry-up period, three miles of asphalt roadway, street lighting and signalization.

Longview Bridge Replacement, Grand Canal, Phoenix, Arizona. Mr. Zobrist served as the Resident Engineer for this project consisting of the removal of the existing bridge and construction of a new two-span cast-in-place concrete slab bridge on drilled caissons during a canal dry-up period of 26 calendar days. The project also included approach ramps, placement of asphalt concrete base and surface materials; construction of a storm drain and irrigation systems; construction of curbs, gutters, and sidewalks; channel lining and bark protection; and guard rails.

Second Mill Avenue Bridge, Tempe, Arizona. Mr. Zobrist was responsible for construction administration and inspection for this project. As the Resident Engineer for this project consisting of a 1,500-foot cast-in-place post-tensioned concrete bridge, approaches, street lights, traffic signals, sidewalks, various utilities, a 69-foot cast-in-place concrete bridge, and retaining walls, Mr. Zobrist coordinated materials testing with the city of Tempe's testing consultant, verified the contractor's construction staking, and coordinated the work with city, state, and other local agencies.

Sewer Improvement District No. 3 (SID3), Bullhead City, Arizona. Construction Manager. AMEC is providing full District Engineering services, project management and construction management/administration for SID3 including the design of a collection system for over 4,000 lots, including on-lot lateral connections as well as the statutory process of forming the District.

I-15 Reconstruction, Salt Lake City, Utah. Mr. Zobrist was the Project Construction Manager for this $1.5 billion project that provided for 16 miles of interstate reconstruction in metropolitan Salt Lake City. The project included three interstate interchanges, four downtown viaducts, seven single point urban interchanges, 130 bridges, and ATMS features. This project was delivered to Utah Department of Transportation (UDOT) using the design/build method, which utilized a best value source selection process, contractor quality assurance/quality control, and a 10-year contractor maintenance responsibility. Worked with UDOT in an integrated program management/oversight capacity. Responsible for developing and implementing the construction and maintenance program schedule and their respective budgets. Assisted in the development of the design/build Request for Proposals and participation in the evaluation/selection of the design/build proposers.

Southern Connector Extension, Orlando, Florida. Area Engineer for a $153 million project consisting of a 6.1-mile limited-access toll road in southeast Orange County that links the Central Florida Greene Way to I-4 in Osceola County. The project included one main line toll plaza with an administration building; four ramp toll plazas; fourteen concrete and steel girder bridges; lighting, signing, and drainage structure; and four major interchanges. Included in the project was the construction of a collector-distributor system along I-4 that will be built by the Disney Development Company and other landowners. Worked closely with four construction engineering and inspection consultants to coordinate with the designer of record; coordinate utilities and materials testing; schedule reviews and prepare weekly and monthly reports; prepare supplemental agreements; resolve field problems; expedite shop drawing reviews; review progress pay estimates; assist in claim resolutions; monitor National Pollutant Discharge Elimination System (NPDES) and Department of Environmental Protection (DEP) permit compliance; and coordinate the Department of Transportation (DOT) traffic engineering and public media consultants.

I-95 Expansion Project, Broward County, Florida. Area Engineer for a 19-mile segment in Broward and Palm Beach Counties, Florida. This $45 million project expanded the interstate highway from 6 to 12 lanes, widened existing bridges, installed new lighting, reconstructed interchanges, and monitored traffic control on the heavily travelled highway. Working for the program manager, he served on a committee to select four sub-consultant engineering firms to provide on-site Resident Engineers, inspectors, testing personnel, and office staff. Mr. Zobrist was responsible for supervising sub-consultants' staffs; coordinating Florida Department of Transportation (FDOT) traffic engineering and public media consultants; monitoring quality control procedures and methods; and approving change orders for the construction contracts.

Highway Engineering Firm (for previous firm) Phoenix, Arizona. Project Manager on numerous road and bridge projects, completed roadway/bridge construction and reconstruction projects. Responsible for construction administration/management of the contracts and testing agencies and supervised surveying and inspection crews on the following projects.

Seminole Expressway Project 2, Orlando, Florida. Area Engineer for the construction of the northern portion of Toll Road 417 which connects Interstate 4 to Toll Road 417 (existing Seminole Expressway) which currently ended at US 17-92 in Seminole County. This $100 million project completed the eastern beltway around Orlando, from I-4 in the Sanford area to I-4 near Kissimmee. This project included both mainline and ramp toll plazas. This project included both mainline and ramp toll plazas, steel and concrete girder bridges, roadway grading and paving, highway lighting, signalization, and four major interchanges.

I-95 HOV Construction, West Palm Beach, Florida. Senior Project Engineer for the construction of HOV lanes on I-95 from Linton Blvd. to north of the Lake Worth Drainage Canal. This $60 million project consisted of the demolition and complete reconstruction of the I-95 roadway and the I-95 bridges over the Lake Worth Drainage Canal, Lake Ida Road, Atlantic Blvd., Lowson Avenue and Linton Avenue in West Palm Beach. This project also included the reconstruction of the Atlantic Blvd. and Linton Avenue I-95 interchanges and associated local streets. New highway lighting, median barrier wall, signing, guardrail and pavement were constructed while providing three through lanes of I-95 open to traffic.

George Flanagan, PE

Plan Review Services

Education
1977/MS Transportation/ Northeastern University

1971/BS Civil Engineering/ Northeastern University

Certifications/Registration
Professional Engineer:

AZ #19036, Florida #55923, New Hampshire #04014

Memberships
Institute of Transportation Engineers (ITE)

Years with AMEC
<1

Years of Experience
36

Professional Summary

Mr. Flanagan has more than 36 years of experience in the planning and design of transportation projects, including ITS, traffic engineering, highway geometrics, horizontal and vertical alignment, pavement design and drainage. His experience includes engineering and planning for the preparation of transit studies, design reports, traffic studies, project study reports, project reports, construction drawings, construction specifications and detailed construction cost estimates.

Relevant Experience

General Consultant for District Five of the Florida Department of Transportation, Florida. Project Engineer/Task Manager for this General Engineering Consultant contract with the Florida Department of Transportation, District Five. URS served as an extension of the District's staff over a five-year period providing: on-call services by supplying the manpower to complete assignments during peak workload periods; assistance in the long-range programming of work efforts; and support in administration, planning and production/operations efforts.

Design

Interim Estrella Roadway, Maricopa County, Arizona. Project Manager for the final design (metric) of a 2.4 km county road, including the signalized intersection with US Route 60 (Grand Avenue) and an at-grade railroad crossing with the Santa Fe Railroad.

Iron Springs Road, Prescott, Arizona. Project Manger for the final design of a one-mile arterial in the City of Prescott. Design included widening the roadway to a five-lane cross section with a two-way center turn lane. Performed project using the metric system as part of ADOT's Local Government Program.

Litchfield Park, Maricopa County, Arizona. City Engineer responsible for services including subdivision reviews, street improvement programs, coordination with adjacent communities, MAG, Maricopa County, and ADOT, water and sewer improvement coordination, field surveys, park and recreation building upgrades, ADA requirements, storm drainage improvements, and signing/pavement marking program.

Litchfield Bypass, City of Litchfield Park, Arizona. Project Manager for the City on this federal aid project funded through ADOT's Local Government Services Group. Design responsibilities entailed grading, drainage, a bicycle path, and landscaping improvements to a four-lane divided arterial. Undertook field surveys, geotechnical investigations, drainage designs, and landscaping upgrades.

Street Improvements Program, City of Litchfield Park, Arizona. Project Engineer responsible to the City for the reconstruction and/or overlay designs of approximately twenty-one miles of City streets. A condition survey was carried out jointly by City and consultant staff to develop priorities. Completed field surveys, geotechnical investigations, utility relocation analysis, drainage analysis, and maintenance/ protection of traffic studies.

Litchfield Road Reconstruction, City of Litchfield Park, Arizona. Quality Control Engineer for the construction administration on a one-mile segment of Litchfield Road (Glendale to Northern Avenue). Maintenance of traffic and continuous access into Luke Air Force Base were the major issues.

Williams Gateway Airport, Mesa, Arizona. Project Engineer for the development of site plans, infrastructure needs, and on-call engineering and architectural services due to the closing of the 4,000-acre Williams Air Force Base. Necessitated analysis of circulation, water, sewer, gas, electric, telephone, roadway, and environmental mitigation requirements.

Provided preliminary engineering and construction cost estimates and supervised permitting requirements. Implementation and funding strategies were also developed for a multi-agency review committee.

59th Avenue Bypass, Glendale, Arizona. Project Engineer responsible to the City of Glendale for the design of a temporary roadway to accommodate traffic during bridge construction across Skunk Creek. The design required detailed superelevation transitions and special consideration of drainage within Skunk Creek.

Power Road Reconstruction, Mesa, Arizona. Project Engineer on the preliminary design for widening Power Road between Broadway and University. This $5 million City of Mesa project included extensive drainage improvements, traffic signalization at three major intersections, and continuous street lighting.

Route 9 Reconstruction, Spencer Massachusetts. Traffic Engineer responsible for the design of approximately 2,000 LF of heavily traveled roadway through the central business district. Special considerations for this urban systems project included the design of a full-depth reconstruction from curb-to-curb along the entire route, construction of a 48-inch diameter storm drain bypass, and traffic control during construction.

Traffic & Transportation Planning Projects

Spaceport Transportation Plan, Brevard County, Florida. Transportation planner for development of a Master Transportation Plan. This multi-modal project involved ground, air, water and space planning elements. Early project activities included extensive agency coordination and development of a Five Year Improvement Program for inclusion in the MPO's Improvement Program.

Multimodal Corridor Study (US 60 and US 93), Arizona. Project Manager for study and analysis of a 200 mile long corridor extending northwesterly from Phoenix to Hoover Dam. Elements included transit, air, rail, and highway, pedestrian, bicycle and pipeline. Recommendations involved upgrades for each mode as well as funding scenarios and social/environmental/economic impacts.

Payson Small Area Study, Payson, Arizona. Project Manager for area wide transportation study including development of a multi-modal forecasting model, public involvement, alternatives analysis, funding and implementation programming and access control strategies - focused on countywide transit/roadway improvements.

Arizona State University, Williams Campus in Mesa, Arizona. Traffic Engineer responsible for concept studies and design for a three-mile campus loop road, including twelve intersections and seven primary parking facilities. Additional items of work included provisions for a separated pedestrian, bikeway and transit facility.

ITS Planning & Analysis Projects

ITS Program Development, Glendale, Arizona. Served as a non-voting consultant selection panel member to evaluate proposals/interviews for the city-wide ITS program.

1-10 Freeway Management System, ADOT. Project Manager for design of the FMS on I-10 from Broadway to Chandler Boulevard. System included ramp metering, vehicle detection, closed circuit television, variable message signs and interchange arterial traffic signals for a six-mile segment of 1-10. The construction cost was $6 million.

Countywide ATMS System Evaluation, Martin County, Florida. Project Engineer for the identification and evaluation of candidate ATMS systems for eight arterial corridors in Martin County. In-depth research was undertaken nationwide and in Florida for existing systems and their operational and cost parameters. A phased implementation plan was developed to match anticipated funding from FDOT and local sources. Presentations were made to the County, MPO, and the state.

ATMS Conceptual Planning Study, Ocala-Marion MPO, Florida. Project Engineer for the development of a conceptual plan to implement a regional ATMS system in this central Florida region. Utilization of existing utility conduits formed the cornerstone/backbone of this system. Extensive regional coordination was undertaken to assure buy-in of all stakeholders.

Adalberto Rodriguez, PE

Plan Review Services

Education
1993 / BS Civil Engineering / Arizona State University

Certifications/Registration
Professional Engineer: Arizona #38773

Years with AMEC
1.5

Years of Experience
15

Professional Summary

Mr. Adalberto Hernandez-Rodriguez is an Arizona Registered Professional Engineer with more than 15 years of construction management/administration, traffic design and water systems engineering experience. He has worked on numerous transportation projects throughout the State and is knowledgeable about the various project delivery methods being utilized, including Construction Management at Risk (CM@Risk) and Design-Build. Mr. Hernandez has an outstanding technical ability along with skills to manage project simultaneously.

Relevant Experience

On-Call Plan Review Services, Flood Control District of Maricopa County (FCDMC). Constructability Review. Work under these contracts has included conducting constructability reviews of roadway and traffic construction/signalized intersection plans, estimates and specials. AMEC responds by providing redlines and written comments. In addition, AMEC's Construction Management Group does quantity take-offs and conducts field checks to verify items in the field, then documents these items in writing and with photographs and presents a full, detailed report to MCDOT.

Construction Management

Pecos Road Capital Improvements, Lindsay to Recker. Resident Engineer/Construction inspector. Performed inspection and construction management services for $20 Million contract using CM@Risk as project the delivery method. Conducted weekly progress meetings, reviewed and approved submittals and RFI 's, reviewed and approved payment reports, and approved submittals and kept records of as-built drawings and supervised material testing technicians. Performed inspection of water and reclaimed water and sewer lines and supervised installation of joint utility trenches for Qwest, SRP, Cox and Sprint. Additionally, performed field inspection on soils, concrete and asphalt operations.

Dead Horse State Park Capital Improvements. As Project Manager for this $4 million project, Mr. Adalberto performed contract administration for a State Agency, Responsibilities included: Budget control, schedule review, payment approvals, change order evaluation and negotiations, and coordination of contractors and consultants. Project scope was: Construction of two new lakes, manufacturing and erection of 25000g1 steel tank for a potable water distribution system, reconstruction of roads and adding new roads, building concrete and structural facilities and installation of electrical systems.

Bank One Ballpark Phoenix Arizona. Special Inspector. Reviewed plans and performed special inspections of reinforcing concrete on columns, beams, slabs and decks. Supervised erection of structural steel members for roof, performed non-destructive testing on welded connections, monitored bolt up operations and performed torque testing on bolt connections, performed architectural inspection on floor and wall surfaces.

Safeco Field, Seattle, WA. Quality Control Supervisor for this $480 million project. Worked as part of the Construction Management team to build the Baseball Park. Supervised a team of ten inspectors with ICBO, CWI and NDT and ACI certifications. Performed visual and nondestructive testing on fillet, partial and full penetration welds on wide flange beams and columns. Schedule and accepted tension testing on bolted connections, maintained records of RFI's, NCR's and deficiency tracking list, and coordinated and supervised shop fabrication of structural components.

North Park Paving and Ball fields, Lake Havasu City. Resident Engineer for the construction of two new baseball fields and site furnishings. Reviewed asphalt and concrete mix designs for construction of access roads and parking lot areas. Inspected lighting and electrical systems. Conducted construction progress weekly meetings, negotiated change order process, reviewed and approved pay items and applications and provided RFI responses.

Transportation Projects

US-60 Design-Build Highway Improvements, ADOT. Quality Assurance Supervisor for this $170 million project for ADOT. Performed field work for major construction activities, was responsible for accepting contractors compliances with construction of sub-grade preparations prior to PCCP paving, inspected storm drainage systems such as: culvert, pipes and catch basins, coordinated and schedule testing frequencies and supervised compliance with construction materials. Responsible for as builds and field adjustment notes and details for road and utility designs.

1-17 Design-Build Lane Additions, ADOT. Quality Control Assistant Manager for this $80 million project. This project was the first Design/Build for ADOT, and the scope of worked was to add HOV lanes on 1-17 from Thomas Rd. to Peoria. Served as field inspector on storm drainage installation, catch basin construction, and building of sound walls, acted as traffic control coordinator and designed and monitored construction traffic detours. Performed structural inspection of the Camelback and Glendale overpass bridges and assisted with rubberized asphalt paving operations along the main freeway lanes.

SR-87 Beeline Highway Construction, ADOT. Bridge Inspector for this $50 million project. Inspected construction operations for new highways through mountainous areas. Project was very technical inclined due to its conditions and its environmental impact. Responsibilities included the construction of a 1200-foot span girder bridge over a riparian area. The project was overseen from its foundation until the sign and striping installation. Inspected reinforcing on caissons, piers, columns, abutments, and slabs, Also reviewed shop drawings and submittals.

I-10/SR-202 Traffic Interchange, ADOT. Transportation Engineering Specialist for this $55 million project for improvements to this major traffic interchange for ADOT. It consisted of construction of precast and cast-in-place concrete bridges. Acted as Transportation Engineer Specialist and worked under the direction of ADOT's Resident Engineer, the duties included: Supervision of technicians and inspectors, coordination and schedule of construction material testing, reporting pay items, field dispute resolutions, inspection of reinforcing and structural steel, supervision of earthwork and paving operations along with other Quality Assurance and Construction Administrative activities. Additionally, structural inspection on a water pump building was also performed.

Water System

Slide Rock State Park. Prepared feasibility and cost estimate reports for the construction of a wastewater treatment facility and for the building of a fire department station.

State-303 Loop Hydrology Analysis. Water Resources Engineer. Analyzed and mapped the floodplain and floodway areas from Northern Avenue to Camelback Road. Analysis and study was performed to meet flood requirements for urban development.

Water Treatment Plant, City of Bagdad, Arizona. Quality Control Engineer. Performed welding and concrete reinforcing inspection for construction of sedimentation and settling tanks and for the plant's mechanical systems. Coordinated field testing and reviewed contractors submittals and shop drawings.

Bombay Drive Pump Station, Lake Havasu City. Resident Engineer. Performed construction management for the building of a new pump station which consisted of construction of a wet well, valve vaults, electrical building, flow meter and odor control equipment. Conducted weekly progress meetings, reviewed and approved progress schedules and pay applications and responded to submittals and RFI.

North Regional Sewer Force Main-Phase II, Lake Havasu City. Resident Engineer. Performed construction management for the installation of sewer force main lines that intercept wastewater flow and pump it to a wastewater treatment facility. Conducted construction progress weekly meetings, negotiated change order process, reviewed and approved pay items and applications and provided RFI responses.

Mike Larsen, ICBO

Plan Review Services - Electrical

Certifications/Registration
ICBO Certified

Years with AMEC
<1

Years of Experience
20

Professional Summary

Mr. Larsen is an electrician with 20 years of construction experience related to electrical installations, traffic signals, roadway lighting, and Freeway Management Systems (FMS) for both the Phoenix and Tucson areas as well as in Nevada and California. Mr. Larsen's experience encompasses installation, inspection and project supervisor coordinating the work tasks of construction crews. As an electrician, he physically installed traffic signal systems for various agencies, including ADOT and local municipalities. The installation work included conduit, poles, pole foundations, traffic signals, and detector loops. Elements of inspection services included physical inspection of conduit, wire, and equipment, along with documentation of installed quantities. He has witnessed and conducted start-up procedures for traffic signals, roadway lighting, and FMS applications, as well as final punch services for substantial completion of projects including commercial buildings, schools, and office buildings. Mr. Larsen has also performed field electrical inspections for numerous building construction projects. Inspections that included the service lateral and equipment, feeder circuits, branch circuits, fire alarm systems, information technologies infrastructure, and lighting systems. He has also performed predesign field investigations to document existing conditions and verification of as-built plans. Mr. Larsen's hands-on experience for pre-design field investigations and construction phase electrical inspections will provide the appropriate requirements related to the current project. Mr. Larsen has a 4A-General Engineering Contractor License in four (4) different states (AZ, NV, UT, & LA).

Relevant Experience

On-Call Plan Review Services, Flood Control District of Maricopa County (FCDMC). Electrical Review. Work under these contracts has included conducting constructability reviews of roadway and traffic construction/signalized intersection plans, estimates and specials. AMEC responds by providing redlines and written comments. In addition, AMEC's Construction Management Group does quantity take-offs and conducts field checks to verify items in the field, then documents these items in writing and with photographs and presents a full, detailed report to MCDOT.

City of Surprise Intersection Improvements. Electrical inspector for eight traffic signal intersections with video detection and emergency vehicle detection, and directional bore at all intersections.

Yuma Border Patrol Lighting, Homeland Security. Electrical inspector for of 7.2 miles of lighting. Included in the project are 208 63'-foot poles with 3 480v 3-phase luminaries with 1,000 watt lamps, 8 480v 3-phase lighting control cabinets, and 8 480v 3-phase transformers.

Park Highlands Area 2, City of North Las Vegas. Design reviewer of a 600-arce master planned community with traffic signals and street lighting.

US 60 Design/Build, Val Vista to I-10, Tempe and Mesa, Arizona. Mr. Larsen's role in this project was the FMS Inspector as a sub to Granite/Sundt. On this job there were 100 traffic detectors (PADs), 48•341 control cabinets, 8 VMS structures and signs, 17 CCTV locations, and 28 miles of fiber optic cable installed. Mr. Larsen's responsibilities were to ensure the installation process was according to the plans, specifications, and state and national codes. Responsibilities also included resolving field construction issues and performing post installation testing.

I-17 Widening Design/Build, Thomas to Peoria, Phoenix, Arizona. Mr. Larsen's role in this project was the FMS Inspector/Test Center Manager starting in March 1999 as a sub to Granite/Sundt. Mr. Larsen's responsibilities were to ensure the installation process was according to the plans, specifications, and state and national codes. Responsibilities also included resolving field construction issues and performing post installation testing. Added responsibilities were to manage the test center where the testing of all FMS devices for this project took place.

James M. Oliver, RG

Vice President, Water Resources Director

Education
BS/Hydrology/University of Arizona/1985

Professional Qualifications
Registered Geologist – Arizona #30441

Association of Groundwater Scientists and Engineers

Former Member, City of Sonoma Environmental Advisory Commission

Water Environment Federation

Arizona Hydrological Society

National Water Well Association

Years with AMEC
6

Years of Experience
23

Professional Summary

James M. Oliver has over 23 years of experience in water resource development, quantitative evaluation of groundwater flow and artificial recharge. He specializes in groundwater supply development and sustainability issues, groundwater modeling; contaminant transport assessment; aquifer test design and analysis; and groundwater source protection. He has extensive experience in groundwater recharge studies; allocation assessment; litigation support; groundwater basin analysis; wellhead evaluation; well design and installation; and groundwater quality assessment. Mr. Oliver has managed projects involving large-scale water resource development, adjudication support, design and performance evaluations of groundwater extraction systems; recharge evaluations and site characterization of soil and groundwater contamination; groundwater supply well design and installation.

Relevant Experience

Groundwater/Contaminant Transport Modeling

Groundwater Modeling, City of Phoenix, Phoenix, Arizona. Project Manager. Developed a groundwater model to simulate a proposed Aquifer Storage and Recovery (ASR) project in south Phoenix. Work involved construction of a MODFLOW model to predict the water-level impact from a 17 well, 40 mgd ASR well field. Numerous scenarios were evaluated to assess water level buildup during recharge and water drawdown during pumping. The modeling results were used to determining the feasibility of a ASR well field to providing a reliable alternative water supply.

Groundwater Modeling/ Assured Water Supply, DMJM, Peoria, Arizona. Project Manager. Developed a groundwater model to simulate a proposed aquifer drawdown for assured water supply evaluation for a large residential development. Work included preparation of a hydrology study and mathematical groundwater flow model to simulate groundwater withdrawals from the proposed development for 100 years. Results of the study were used in support of obtaining an assured water supply from Arizona Department of Water Resources.

Water Resources/Groundwater Recharge Evaluation

Water Resource Evaluation, Hunt Building Corporation, Dell City, Texas. Principal Investigator. Evaluated karst aquifer in northwest Texas for development of a 45,000 acre-ft per year private water supply for City of El Paso. Work involved evaluation of sustainable water quantity and quality for export from Dell City, Texas. Investigations included review of available literature, evaluation of farming practices, well evaluation, aquifer testing and water quality sampling. Results of the evaluation were presented to the El Paso Public utilities board and peer reviewed by outside consultant. Additional work included an engineering assessment of 90-mile pipe line and water treatment alternatives. Current work is continuing on export permits and brine disposal options.

Water Resource Evaluation, City of Scottsdale, Scottsdale, Arizona. Technical Lead on Recharge and Source Water Evaluation. Work with City of Scottsdale has involved installation of multiple groundwater production wells, bedrock analysis, injection well design, recharge assessments, revision of city wide groundwater flow model and development of a source water protection plan.

North Peoria Water Resource Evaluation, City of Peoria, Peoria, Arizona. Technical Lead. Performed a water resource evaluation to evaluate available water supplies for a recently expanded portion of North Peoria. As part of the investigation, hydrogeology was assessed in the region to classify the best available resource for the specific land area. Water use options included groundwater withdrawal, recharge and water import. City of Peoria currently uses the results

of the investigation to inform potential land developers of the water resource options prior to residential development. Work also included and assessment of applicable regulations regarding water supply and water quality.

Water Resource Evaluation, West Texas Aquifers, Hunt Building Construction, El Paso, Texas. Principal Investigator. As per a memorandum of understanding between El Paso Water Utilities and Hunt Building corporation, a large scale water resource evaluation was perform in eight groundwater basins in west Texas. The purpose of the work was to evaluate the potential to develop additional municipal water supply for the City of El Paso. The evaluation primarily focused on review of available literature, however, field investigation was performed in basins that were potentially viable as a sustainable water supply. In Antelope Valley, work included well assessment, aquifer testing, vertical water quality sampling and development of a numerical groundwater model. Results of the investigation were summarized in a report and submitted to both the El Paso Water Utility and Hunt Building Corporation.

Water Resource Supply Plan, City of Lake Havasu, Lake Havasu, Arizona. Principal Investigator. Prepared a water resources plan for City of Lake Havasu to assist the ctiy in addressing water supply issues through the year 2060. The elements of the plan included an evaluation water demand projections, shortage year plan, water conservation plan, estimate of additional water supply needs, potential water sources and preliminary engineering evaluation of potential options. Work included working with legal counsel to assess legal availability to water, working with ADWR on Colorado River allocation issues and numerous presentations to city council.

Adam M. Smith

Project Manager/Water Resources Specialist

Education
BS/Hydrogeology/Western Michigan University/1997

Professional Qualifications
40-Hour OSHA HAZWOPER Training

8-Hour OSHA Site Safety Officer Training

Mine Safety and Health Administration Training

Years with AMEC
3

Years of Experience
10

Summary of Qualifications

Mr. Smith has practiced geology and hydrogeology for over 10 years in Arizona, Texas and Michigan. While serving as staff he coordinated field operations and project management with clients, subcontractors, construction management oversight, and material testing and manifesting. He has provided technical oversight for the drilling and testing of several deep exploratory boreholes, as well as the installation and testing of multiple public water supply wells for several local municipalities and private companies. The bulk of Mr. Smith's project experience has been obtained in the Phoenix Metropolitan Area, where he has been involved in numerous private, municipal and federal government projects.

Relevant Experience

City of Avondale Public Water Supply Well Nos. 22 and 25, Avondale, Arizona. Managed the current on-going permitting, design, drilling, zonal sampling and installation of City of Avondale Well Nos. 22 and 25. Work included the completion of a technical specifications, bidding assistance, technical oversight of the drilling, detailed lithologic logging, geophysical analysis, zonal water quality sampling, design, installation construction inspection, and well development.

Beaver Dam Water Company Public Water Supply Well No. 1, Beaver Dam, Arizona. Managed the permitting, design, drilling, installation, and testing of Beaver Dam Well No. 1. Responsible for the technical specifications for the new well construction, bidding process assistance, technical oversight of the drilling, detailed lithologic logging, geophysical analysis, final design, installation construction inspection, well development, and aquifer testing operations including ADEQ New Source sampling. AMEC analyzed the aquifer test data and spinner flow log data and recommend a long-term pump setting and discharge rate within the detailed final well build report.

City of Avondale, Exploratory Boring Program, Avondale, Arizona. Provided field oversight and project management for a program involving the drilling, geophysical logging, zonal sampling, and mini-well construction for two exploratory borings. Borings were drilled to a depth of 1,500 feet. Each boring was lithologically and geophysically logged to characterize hydrogeologic conditions and to determine optimal locations for mini-well construction and retrieving water samples. The mini-wells included the collection of depth-specific groundwater samples and the determination of formation pressures to characterize vertical hydraulic gradients.

Kirtland Air force Base Replacement Well No. 20, Albuquerque, New Mexico. Water resources specialist during the aquifer testing operations process. AMEC eventually analyzed the aquifer test data and spinner flow log data to provide a recommended long-term pump setting, discharge rate within final detailed well build report.

Sand Hills Well No. 1, El Paso, Arizona. Water resources specialist, Technical field oversight during the drilling, geophysical logging and installation construction, and well development.

City of Avondale, Public Water Supply Well No. 21, Avondale, Arizona. Water Resources Specialist. Technical field oversite during aquifer test data, water quality sampling and geophysical logging.

City of Avondale, Coldwater Recharge Facility Monitor Well No. 2 Replacement. Completed the drilling, abandonment and new installation City of Avondale Coldwater Facility Monitor Well No. 2. The original monitor well was inoperable due to well sanding issues. AMEC E&E prepared well technical specifications, ascertained bidders and bidding analysis, AWDR and ADEQ permitting, conducted construction inspection and technical oversight of the monitor well abandonment and new replacement monitor well construction.

City of Mesa, 6th Street LUST, Mesa, Arizona. Project Manager. Providing technical assistance for a State Assurance Fund remediation project. Developed a required Revised Corrective Action Plan, SAF pre-approval application and

hydrogeologic containment transport model. Represented the City during the formal SAF process in support of the remediation system cost approval including the system performance monitoring in support of final ADEQ approval for site closure.

Confidential Client, Arizona. Water Resources Specialist. Assisted with a comprehensive hydrogologic investigation for a confidential client involved in general stream adjudication. He worked closely with the client, legal counsel, and expert witnesses. He assisted with the development of a hydrologic database and field data collection to support a 3-dimentional groundwater flow model of the regional aquifer system and technical construction oversight during the installation and testing of five monitor wells.

Cities of Phoenix and Chandler, Arizona. Mr. Smith was responsible for the technical construction oversight during the installation and testing of three pre-designed public supply wells for local municipalities. The projects involved coordination and oversight of contractor activities during well installation, development, and final aquifer testing operations. Post-construction aquifer test data were analyzed to provide a recommended permanent pump setting and discharge rate for the well.

Carson City, Nevada. Mr. Smith was responsible for the technical construction oversight during the installation and testing of a production well for local service. The projects involved coordination and oversight of drilling contractor activities during borehole drilling, well installation, development, and final aquifer testing operations. Post-construction aquifer test data were analyzed to provide a recommended permanent pump setting and discharge rate for the well.

Confidential Client, El Paso, Texas. Provided field oversight for a program involving the drilling, geophysical logging, packer testing, and mini-well construction for three exploratory borings. Borings were drilled to a depth of 800 feet. Each boring was lithologically and geophysically logged to characterize hydrogeologic conditions and to determine optimal locations for packer testing, mini-well construction and retrieving water samples. The packer testing and mini-wells included the collection of depth-specific groundwater samples and the determination of formation pressures to characterize vertical hydraulic gradients.

Benjamin W. King, PE

Water Resources Engineer

Education
BS/Civil Engineering/North Carolina Agricultural and Technical State University/ 2003

Professional Qualifications
ADOT Erosion Control Coordinator Training (6/05)

40-hour OSHA HAZWOPER (04/05)

80-hour OSHA HAZWOPER Refresher (04/07)

Professional Engineer – (2/08)

Waste Management Certificate - (5/03)

Years with AMEC
4

Years of Experience
7

Summary of Qualifications

Mr. King has over seven years of progressive experience in various aspects of the Water Resource Engineering field. His experience includes hydraulic design, aquifer capacity pump testing, construction oversight of production and monitoring wells, well rehabilitation, groundwater recharge modelling, groundwater remediation, and development and implementation of Stormwater Pollution Prevention Plans. Mr. King's experience is augmented by his proficient use of MicroStation®, AutoCAD® and Geographical Information Systems (GIS) applications.

Relevant Experience

Beaver Dam Water Company, Public Water Supply Well Installation. Staff Engineer assisted with contractor oversight during drilling, installation, and testing of a Public Water Supply Well. Work included construction, technical oversight of the drilling, final design, and installation construction inspection.

Rosewood Women's Center, Public Water Supply Well Installation. Staff Engineer assisted with contractor oversight during drilling, installation, and testing of a Public Water Supply Well. Work included construction, technical oversight of the drilling, final design, permitting assistance, and installation construction inspection.

Arizona Department of Transportation, SR260 Well Rehabilitation. Staff Engineer responsible for performing chemical and mechanical rehabilitation of groundwater injection and recharge wells. Mr. King was responsible for evacuating rehabilitation chemicals from groundwater and neutralizing prior to disposal at municipal waste water treatment plant. Mr. King also supervised contractors during the mechanical brushing, and assembly/ disassembly of all wells undergoing the rehabilitation process.

Arizona Department of Transportation, Well Evaluation, Well Abandonment's and Haz-Mat clean-up. Staff Engineer responsible for oversight of contractors abandoning wells and evaluation of select wells for pumping parameters. Project included the evaluation of 4 wells to determine if water quality and pumping efficiency would meet parameters established by ADOT. Mr. King performed step rate and constant rate tests on the selected wells to determine maximum sustainable pumping rate that the well would support. Mr King also collected field water quality parameters and to determine preliminary water quality as well as collecting water samples for submittal to a state certified laboratory. Mr. King also provided construction oversight of fourteen well abandonment's and sampled several suspected hazardous materials on-site to determine hazardous material composition.

City of Scottsdale – Stormwater Drywell Inventory. Staff Engineer responsible for conducting field efforts to locate and identify stormwater drywells. Project included a four square mile urban study area. The client required the verification of existing records for accuracy, and to document any un-registered drywells within the project study area. The results of all drywells found within the project study areas were mapped using GIS software, with all associated data attached. Mr King developed a comprehensive step by step procedure for searching tax parcels and documenting results in an expeditious manner.

Remedial Investigation, Confidential Client, Phoenix, Arizona. Staff Engineer responsible for managing field operations, report generation, and environmental sampling. Mr. King's contractor oversight includes supervision of drilling, installation, and completion of ground water monitoring wells. His environmental sampling responsibilities include groundwater and soil vapor sampling. Mr. King also assisted with the preparation of Technical Memorandums for additional site investigations.

City of Avondale, Public Water Supply Well No. 24, Avondale, Arizona. Staff Engineer assisted with contractor oversight during drilling, installation, and testing of City of Avondale Well No. 24. Work included construction, technical

oversight of the drilling, zonal water quality sampling, final design, installation construction inspection, well development, and aquifer testing operations.

City of Avondale Public Water Supply Well No. 21, Avondale, Arizona. Staff Engineer assisted with contractor oversight during, drilling, and installation of City of Avondale Well No. 21. Work included, zonal water quality sampling, installation construction inspection, well development, and aquifer capacity pump testing operations

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Laura L.J. Menken, RG

Hydrogeologist/Project Manager

Education
M.S., Hydrology, University of Idaho, 2001

B.S., Geology, Illinois State University, 1996

Professional Qualifications
State of Illinois Licensed Professional Geologist #196001135

State of Oregon Registered Geologist #G1971

State of Washington Registered Geologist #2552

Years with AMEC
6

Years of Experience
8

Professional Summary

Ms. Menken is a hydrogeologist with eight years of experience in environmental investigation, evaluation of groundwater flow, groundwater modeling, aquifer testing, and contaminant transport assessment. She has managed projects involving environmental compliance and permitting activities, groundwater modelling, water resource development, and environmental site characterization under Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and Brownfields guidance. In addition, Ms. Menken has completed groundwater and surface water studies to support a variety of permitting processes, including National Environmental Policy Act (NEPA) and National Pollution Discharge Elimination System (NPDES) permits.

Relevant Experience

Phase II ESA, Leverton Property, Avondale, Arizona. Ms. Menken is currently involved in a project related to contamination related to agricultural activities, including crop dusting, at a site in Avondale, Arizona. Preliminary investigations at the site indicate the presence of pesticides. Her project role is focused on the development of the Sampling and Analysis Plan, aiding in regulatory coordination, implementation of the sampling program, and ultimately in the evaluation and reporting of sample results.

Confidential Client, Northern Arizona. Ms. Menken assists client manager and project manager in the daily operations of ongoing remedial investigation/feasibility study (RI/FS) of a former uranium mine. She is also a task leader for hydrological related project items, specifically, water quality and surface water drainage.

Mt. Lemmon Wastewater Treatment Facility, Summerhaven, Arizona. Ms. Menken evaluated the water resources availability and projected area development needs of the Sabino Creek Watershed, containing the community of Summerhaven and the U.S. Forest Service facilities located on Mt. Lemmon. This planning document was prepared as a result of recent fires in the area, drought conditions, and environmental concerns related to the development of a new wastewater treatment facility.

San Juan Waterfront Redevelopment Project, San Juan, Puerto Rico. The Puerto Rico Ports Authority is proposing a redevelopment project along a currently dilapidated portion of waterfront area in the historic San Juan Area of Puerto Rico. The project consists of restoration of existing pier structures and development of a mix of residential, commercial, and open space. AMEC E&E is responsible for the development of a Commonwealth of Puerto Rico Declaracion de Impactos Ambientales in support of Federal, Commonwealth, and local permit applications. Ms. Menken is assessing impacts related to geology and hydrology.

Adequate Water Supply Evaluation, Beaver Dam Water Company, Littlefield, Arizona. Ms. Menken is managing a technical evaluation for adequate water supply report for a water utility in northwestern Arizona. Work involves water resource evaluation, aquifer testing, and development of groundwater model to evaluate the impacts of proposed groundwater withdrawals on the regional aquifer system. Based on the evaluation, Arizona Department of Water Resources (ADWR) approved the report for use in the water supply assessment.

Water Supply Evaluation and Development, Confidential Client, Phoenix, Arizona. Ms. Menken is managing a water resource project to evaluate, permit, and develop available water supplies for a proposed power plant located approximately 60 miles east of Phoenix. As part of the investigation, hydrogeology will be assessed in the region to classify the best available groundwater resource for the specific land area. Work will also include the assessment of groundwater quality for water supply, groundwater modelling to determine associated impacts to neighboring properties, and the development of a point of compliance for an associated evaporation pond.

Confidential Client, Phoenix, Arizona. Ms. Menken is currently involved in a project related to an extensive VOC groundwater contamination problem in Southeast Phoenix. Data analysis and site monitoring have revealed a potential for additional off-site contamination. Her project role is focused on the assessment and interpretation of regional groundwater flow and its effect on contamination migration at the site related to off-site sources. This includes the development of a regional groundwater flow model, using Groundwater Vistas.

Manufacturing Facility and Related Landfill, Lewiston, Idaho. Ms. Menken participated in the design of a de-watering system intended to temporarily stabilize an ongoing landslide, and allow the operation of a landfill. She developed a conceptual hydrogeologic model by reviewing soil boring logs, research materials, and groundwater elevation data. She used this conceptual model to design an aquifer test to provide more information about aquifer properties at the site. Ms. Menken modeled this groundwater system, using MODFLOW to determine optimum pumping well placement for a permanent de-watering design that will de-water the local aquifer to an elevation to prevent further movement of the landslide.

Former Manufactured Gas Plant, Portland, Oregon. Ms. Menken participated in the remedial investigation and feasibility study for an impacted site where a Pintsch manufactured gas plant (MGP) operated between the 1890s and 1930s, contaminating soil and groundwater with total petroleum hydrocarbons and polynuclear aromatic hydrocarbons, associated with the former MGP.

Ms. Menken developed the project beneficial use of water survey which included groundwater fate and transport modeling and a determination of the locality of the facility under state regulations.

Coal-Fired Power Generating Plant, Joliet, Illinois. Ms. Menken managed a project team to maintain facility compliance under Illinois solid waste regulations. During this time period she coordinated hydrogeologic field investigations, groundwater fate and transport modeling, facility permit compliance, and the development and submittal of a facility operational permit renewal application that included a Groundwater Impact Assessment containing a groundwater fate and transport model utilizing Visual MODFLOW/MT3D. In addition, Ms. Menken provided client legal counsel with litigation support, water balance assessments, and evaluation of remedial alternatives.

Illinois DOT Environmental Preliminary Site Investigations, Various sites, Illinois. Ms. Menken managed various Illinois Department of Transportation (DOT) subsurface environmental site investigation projects on Illinois DOT properties and right of ways. She coordinated hydrogeologic field investigations and prepared reports for the State of Illinois Department of Transportation.

Brian R. Sovik, GISP

GIS Manager

Education
MPA/1997/Bowling Green State University

BA/1996/Bowling Green State University

Certifications/Licenses
Geographic Information Systems Professional (GISP) – GIS Certification Institute

Memberships
Arizona Public Land Surveyors Association (APLS)

Arizona Urban and Regional Information Systems Association (URISA)

National Urban and Regional Information Systems Association (URISA)

Geographic Information Systems Certification Institute

Years with AMEC
3

Years of Relevant Experience
15

Professional Summary

Mr. Sovik has been working with Geographic Information Systems (GIS) since 1993 and is currently, the GIS Manager in Tempe, Arizona. Expertise is in managing, developing, and implementing geospatial solutions. Successful past performance includes professional GIS related services for dozens of clients throughout the United States and Caribbean. In summation, Mr. Sovik's latitudinous GIS experience includes project management, technical writing, training, data development, database design, as well as information technology consultation.

Mr. Sovik has performed a variety of GIS services with a wide array of related technologies. Having completed work at all levels of size and scope the following are a list of technical core skills:

GIS Software; ESRI suite of applications, ArcGIS Server, ArcInfo Desktop and Workstation 4.x through 9.x, ArcView 3.x, through 9.x (including ArcMap, ArcCatalog, and ArcToolbox, Spatial Analyst, 3-D Analyst, and Network Analyst), ArcIMS, ArcExplorer, ArcPad, ArcPad Application Builder, ArcSDE, Microstation, The GTG/HTE Product Suite, The SDS DREAM Application Suite, AutoDesk, AutoCAD, FME Ice 3, ERDAS, Topcon, and Idrishi

Database Software; DB2, Microsoft Access, Microsoft SQL, Geodatabase Design and Implementation

Relevant Experience

Town of Queen Creek, 5-Year GIS Strategic Plan. Project Manager for Town's Strategic GIS Implementation Plan. Planning process entailed the interviewing of seven key departments, organizational review, data analysis, and GIS architectural recommendations.

Mohave County Flood Control District. GIS Project Manger overseeing data management and quality assurance processing. Georectification of FIRM panels and GIS Analysis on data quality. Parcel attribution of integral information such as Base Flood Elevations.

COP GIS Support, City of Phoenix Aviation. Managing environmental database for City of Phoenix Aviation Division. Database review report completed and database is being updated on a quarterly basis. Database includes well data, storage tank data, as well as basic GIS layers. Database review report conducted as well as a GIS Project portal using ArcIMS.

Stormwater Drywells, Arizona, Target Corporation. Compilation of field collected data, aerial imagery, and drainage input for final reports and recommendations to client. Work was completed using ArcGIS software.

La Paz County 90 Acres, The Genesis Group, LLC. Provided GIS support and staff management for the project's proposed land to be developed. The 90 acre parcel is located near Ehrenberg, Arizona which is adjacent to the Colorado River. AMEC E&E's services included delineation of potential waters of the United States, which are considered jurisdictional under Section 404 of the Clean Water Act. Impacts to waters of the United States are regulated by the U.S. Army Corps. Integration was required for AutoCad, Geodatabase and GPS field collected data.

I-17 Climbing Lane Study, Stanley Consultants, Inc. Compilation of geological features, Interstate, cross-cuts, and topographic features into a GIS. Data once compiled was used for reporting and analysis to support decision making process for engineers on road widening project.

Air Program Title V, Luke Air Force Base, Department of the Air Force Base. GPS training for ArcPad and the Trimble GeoXT. Data layer of all air sources unverified and merged with attribute information. Data layer of all air sources verified in the form of an ESRI shapefile and in a Personal Geodatabase (.mdb) Project Portal with ArcIMS interface for data sharing and enhanced project management through a higher level of communication.

Southwest Gas Weld Mapping, Phoenix, AZ. GIS Project Coordinator, responsible for GPS data collection oversight and final data processing for data dissemination. Responsible for QA/QC of data, training of welding inspectors on GPS handheld devices, database design, and the integration of a secure project management website using ArcIMS.

Jeffrey Albee

Technology Department Manager / Project Manager

Professional Summary

Jeff Albee has 11 years of professional technology consulting (IT) experience delivering solutions to government, educational, transportation, environmental, and energy clients around the world. His experience covers a wide range of technology including system architecture, gap analysis, application development, customer service, and process improvement. Jeff's diverse background has built a strong foundation of technology knowledge, including extensive geographic information systems (GIS) project experience over the past eight years. Currently Jeff serves as the Technology Department Manager and Project Manager in AMEC's Nashville, Tennessee office.

Education

BS/2007/MIS (Management of Information Systems)

AS/2005/CIS (Computer Information Systems) Nashville State College, 2005

BA/1998/ Business/ Economics

Memberships

URISA (Urban Regional Information System Association)

TAAO (Tennessee Association of Assessing Officers)

MTNGIS (Middle Tennessee GIS Users)

TNGIC (Tennessee Geographic Information Council)

Association of State Dam Safety Officials

Years with AMEC

6

Years of Relevant Experience

11

Relevant Experience

IT/GIS/Project Management

Jeff is an AMEC certified project manager and has extensive experience with the AMEC project management methodology for technology. Mr. Albee's specific area of expertise is in delivering technology solutions involving GIS, database, application development (desktop and internet/intranet), system architecture and analysis. He has experience with projects of all size and scope involving a wide range of technology. Jeff has been involved in a variety of projects working with private enterprise, educational facilities, and all levels of Government.

System Architecture

Jeff has been designing enterprise Windows and Unix systems for over a decade. His core competency is in data center planning and architecture, GIS data and applications security, cost benefit analysis, acceptance testing, and prototyping.

GIS

For the past eight years Jeff has been working with a wide range of desktop and server based GIS applications including; ESRI ArcGIS Server, ArcSDE, ArcGIS Desktop, ArcIMS, ArcExplorer, ArcPad, Microstation, Hansen Asset Management, CityWorks, Intergraph Geomedia, AutoDesk; AutoCAD, LizardTech-MrSID, ERDAS Imagine.

Database Software

Jeff's experience with system design and development includes specific knowledge of Oracle, Microsoft Access, Microsoft SQL, MYSQL databases. He also has exposure and a detailed understanding of and SDS/ TRICADD standards through efforts working with Department of Defense (DOD) and U.S. Federal clients.

Programming Languages

In his current role Jeff has daily exposure to application development tools and concepts. He has core competencies in developing applications using Visual Studio (VB.Net, .ASP, and C#), Visual Basic 6 and VBA, C, C++, HTML, Java, and Flash.

New Mexico Environment Department ArcGIS Server System Development: Santa Fe, NM. Systems Analyst. AMEC was scoped with the task of repairing and tuning the New Mexico Environment Departments' ArcGIS Server website. Through benchmark testing, system redesign, and application development the AMEC team was able to improve overall performance of the website and GIS database significantly.

Gwinnett County Department of Water Resources Data to Information (D2I): Lawrenceville, GA. Project Manager. The D2I project is a data discovery project with the intent to streamline information flow across the water department.

Town Of Queen Creek GIS Needs Assessment: Queen Creek, AZ. Technical Lead. Project scope included the creation of a five year GIS plan for the Town.

ArcGIS Server GIS Data Editing, Jackson County GIS; Jackson County, OR. Project Manager to develop an application using Microsoft's Visual Studio .Net 2005 and ArcGIS Server to edit data through an ArcGIS Server website. AMEC developed a topologically correct data editing user interface tool set and a workflow to edit City Limits and City Zoning stored within ArcSDE.

ArcSDE and Oracle10g Implementation and Training, Williamson County GIS, Franklin, TN. Project Manager to implement ArcSDE 9.1and Oracle 10g, on SUSE Linux for Williamson County. The ArcSDE implementation included installation documentation, acceptance testing, as well as application training.

Internet based Capital Improvement Project Tracking system, Indianapolis Department of Public Works; Indianapolis, IN. Project Manager to develop a customized ArcIMS interface, ArcSDE, and Oracle AMEC created the Capital Improvement Project (CIP) Tracking System. The CIP Tracking System is a tool to enable Indianapolis DPW to capture the geographic location of Capital Improvement projects. The CIP Tracking tool records spatial information such as District, Township, Watershed, etc. from a CIP Project's location. Users of the CIP Tracking tool can also edit existing CIP data such as dates, schedules, financials, and staff.

Kevin Heeney

Team Manager – GIS Application Development

Education
AAS/2005/Computer Information Systems

Memberships
URISA (Urban Regional Information System Association)

TAAO (Tennessee Association of Assessing Officers)

MTNGIS (Middle Tennessee GIS Users)

TNGIC (Tennessee Geographic Information Council)

Association of State Dam Safety Officials

Years with AMEC
4

Years of Relevant Experience
5

Professional Summary

Mr. Heeney has over 7 years of web development experience and over 5 years of object oriented programming using Visual Basic, C#, C++ and Java. He has extensive experience with ESRI ArcMap automation using .NET as well as various web programming technologies such as ASP.NET/VB.NET, ASP 3.0, CSS & Javascript.

Application Programming Languages

VB.NET, C#.NET, C, GNU C++, VS C++, Java

Web Application Programming Languages & Technologies

ASP.NET, AJAX, CSS, HTML, ESRI ArcGIS Server, Javascript, ESRI ArcIMS, Flash, Oracle BC4J

Programming Frameworks

ArcObjects (VB.NET/VBA & C#), Microsoft .NET 1.0, 1.1, 2.0, 3.0 & 3.5 (VB.NET/C#), OPENGL (C++), Cocoa (C++/Objective-C), MONO (VB.NET/C#), Carbon (C++/Objective-C), J2EE (Java)

Vector & Graphics Software Packages

ArcGIS 9.x, AutoCAD, Adobe Photoshop, Adobe Flash, Maya, Bryce, Poser

Programming Software Packages

Microsoft Visual Studio .NET/6/5, XCode, Metrowerks CodeWarrior, GNU GCC/G++, JDeveloper

Database Management Systems

Oracle 9i/10g, Microsoft SQL Server Express/2000/2005, MySQL, ESRI SDE, Microsoft Access

Relevant Experience

Desktop GIS Application Development

AMEC Hydraulics Toolbar. Leads the development of the AMEC Hydraulics Toolbar which allows for the generation of Floodway Data Tables, FEMA Hydraulics DCS submittals, BFEs (Base Flood Elevations), Water Surface TINs, Floodplains and FIS Profiles. This program runs within ArcMap and falls in line after AFG and IFe for detailed studies and offers a complete package for redelineated studies.

DFIRM Panel Generator. Developed a FIRM Panel Generator to mass produce Flood Insurance Rate Maps that meet FEMA specs. This tool is distributable and will work for any DFIRM Project needing Panels generated for standard FEMA specs as well as North Carolina DFIRM Specifications.

HEC-RAS Data Extractor. Extracts data from HEC-RAS models and imports them into a custom Geodatabase. The advantage of the HEC-RAS Geodatabase is that other tools may easily query this database to retrieve data as opposed to having to get the data out of the HEC-RAS Models.

XS Annotation Generator. Generates Annotation for Cross-Sections. It supports both Standard FEMA Specifications as well as North Carolina DFIRM Specifications. The XS Annotation Generator generates the hexagons and Cross-Section Letters (or numbers) for Cross-Sections and populates the appropriate Annotation Feature Classes.

Clarksville Site Development Software for Stormwater Quality Development and Implementation. Developed Software that calculates post-construction stormwater quality for use by developers, engineers, and local government site plan reviewers to assess new developments' compliance with local water quality regulations.

Web Application Programming

Kiewit I-405 Environmental Compliance Site. Developed a web application to act as a centralized location for documents and information related to the I-405 Interstate Development in Kirkland, Washington. The site contains an interactive GIS map which allows the user to view Environmental Concerns/Issues for a given area.

CSX Storm Response. Developed a web application to allow fast response to Tropical Storms in relation to CSX land and railroads. The site contains users from AMEC, CSX and several other companies in support of CSX. Future plans include integrating an interactive GIS map with CSX data and a live weather radar.

Alabama Office of Water Resources. Developed a web application for the State of Alabama Office of Water Resources that is geared toward informing citizens of the NFIP (National Flood Insurance Program). The website contains an ArcGIS Server implementation that allows users to determine the current phase each county is at in the NFIP Process as well as to view floodplains for completed counties.

Jackson County Wildfire Communications System, Jackson County GIS; Jackson County, OR. The Wildfire Information System provides vital information to improve coordination between the wildfire protection agencies by making geospatial information on defensible space and fuels reduction activities available at a tax lot level. The system is a geospatial, multi-agency coordination tool that is accessible via a web browser to both the public and Stakeholders. Content and the types of data available to the user are based on the type of user (user access privileges). The System is capable of performing a variety of tasks associated with viewing, querying, displaying, reporting, and printing data from the County's existing GIS data as well as accepting data input by the Stakeholders.

Enrique Tapia, CFM

GIS Analyst

Education
BS/2003/Geography

Certifications/Licenses
Certified Floodplain Manager (CFM), #US-06-02228

Memberships
Association of State Flood Plain Managers

Arizona Floodplain manager Association

Urban Regional Information Systems Association, Arizona Chapter

Years with AMEC
1.5

Years of Relevant Experience
4.5

Professional Summary

Mr. Tapia is a GIS Analyst for AMEC Earth & Environmental Tempe office and has been using GIS Technologies since 2002. Mr. Tapia retains a high proficiency with mapping and database software. Day-to-day responsibilities include utilizing GIS for projects that support environmental, geotechnical, and water resource applications. In addition, Mr Tapia has extensive knowledge and experience with Digital Flood Insurance Rate Maps (DFIRM) as part of FEMA's Map Modernization Program. Mr. Tapia provides capabilities that include the creation and manipulation of personal geodatabases, management of ArcServer Workgroup, GIS training, and editing data within an SDE environment.

Relevant Experience

Geographic Information Systems

Mr. Tapia has in-depth knowledge and hands-on experience with regards to the ESRI suite of applications (ArcGIS, ArcGIS Server, 3-D Analyst, Spatial Analyst, and ArcGIS Explorer). Database experience in conjunction with GIS includes: Microsoft SQL Express, MS Access, and FME for data conversion and product compilation. Mr. Tapia employs cartographic skills with regards to client demands internal and external for effective communication. Mr. Tapia has also complete technical writing and training for external clients on GIS.

DFIRM Production

Mr. Tapia serves as a GIS task manager for DFIRM production. He is trained in DFIRM (Digital Flood Insurance Rate Map) production. He has been involved in DFIRM production from start to finish, which includes data collection and implementation into the database, ortho-rectification, error identification and correction, in accordance with established specifications and guidelines.

Quality Assurance and Quality Control

Enrique is familiar with AMEC quality control measures as well as FEMA Guidelines and Specifications for Flood Hazard Mapping Partners. He has experience with technical documentation designed for assisting personnel in effective digitizing techniques, and database quality assurance.

SDSFIE Database Creation and Quality Control

Mr. Tapia is well versed in the National Guard Bureau's Spatial Database Standards for Facilities, Infrastructure, and Environment (SDSFIE). Responsibilities have included the checking of quality and completeness for several database projects including two projects that have compiled state-wide data for the National Guard Bureau.

Nevada Army Nation Guard, SDSFIE Geodatabase Migration from various shapefile data sources. Data loaded into ArcServer environment for intranet access and data maintenance. Acted as the lead for GIS training and developed documentation for client to maintain data in compliance with Federal Standards.

New Mexico Army National Guard, SDSFIE Geodatabase Migration from various Geodatabases. Acted as the lead for GIS training and developed documentation for client to maintain data in compliance with Federal Standards.

Wetland Delineation McEntire JNGB. Created 12 figures for a report identifying several wetlands on the McEntire Base. The figures were created to comply with Appendix X: NGB Cartographic Standards of the NGB NEPA Handbook. And submitted in a SDSFIE formatted database.

AICUZ Report for Volk Field ANGB. Created 10 figures for a report showing noise contours, flight patterns and land use around Volk Field. The figures were created to comply with Appendix X: NGB Cartographic Standards of the NGB NEPA Handbook. And submitted in a SDSFIE formatted database.

US 60/70 Commodity flow study. Created 4 large figures for a report identifying the potential risks for of release of hazardous material.

DFIRM Production

Maricopa County, AZ. Annotation editing for 277 DFIRM panels. Insuring that any countywide changes were incorporated on all panels. As well as incorporating review comments from the communities and FEMA's quality control contractor.

Yuma County, AZ. First-time DFIRM countywide conversion of 64 panels displayed on a raster, aerial image base map, including an Index Map. This project involved the evaluation, capture, compilation and conversion, to a single-community digital format, of effective FIS and FIRM data and LOMRs for the incorporated and unincorporated areas within the county along with existing Colorado River Authority information.

Lake County, CA. First-time DFIRM countywide conversion of 90 panels displayed on a raster, aerial image base map, including an Index Map. This project involved the evaluation, capture, compilation and conversion, to a single-community digital format, of effective FIS and FIRM data and LOMRs for the incorporated and unincorporated areas within the county along with final map deliverables to the Map Service Center.

Territory of Guam. First-time DFIRM conversion of 40 panels displayed on a raster, aerial image base map, including an Index Map. This project involved the evaluation, capture, compilation and conversion of effective FIS and FIRM data and LOMRs. Additionally there was a need to digitize coastal transects from descriptions within the FIS text.

Coconino County, AZ. First-time DFIRM countywide conversion of 120 panels displayed on a raster, aerial image base map, including an Index Map. This project involved the evaluation, capture, compilation and conversion, to a single-community digital format, of effective FIS and FIRM data and LOMRs for the incorporated and unincorporated areas within the county. There was also a need to incorporate an additional floodplain analysis for five different streams in the Flagstaff are.

Riverside County, CA. First-time DFIRM countywide conversion of 90 panels displayed on a raster, aerial image base map. This project involved the evaluation, capture, compilation and conversion, to a single-community digital format, of effective FIS and FIRM data and LOMRs for the incorporated and unincorporated areas within the county.

Maricopa County, AZ. Digitizing of effective profiles to create a RASPLOT database used in a proprietary application that redelineated BFEs throughout the county. Post processing of plotted BFEs to remove overlap and extraneous features.

Lawrence A. Hansen, PhD, PE

Geotechnical & Environmental

Professional Summary

Dr. Hansen has been with AMEC Earth & Environmental, Inc. or its predecessor companies since 1983, His practice as a geotechnical engineer includes investigations, analyses and designs for a wide variety of projects. He has been responsible for highway, bridge, public works, industrial and mining projects in Arizona, California, Nevada, Utah, New Mexico and Texas. Dr. Hansen is a specialist in the design of excavation support systems, having been the primary designer for more than 70 earth-retaining structures in the western United States. More recently, Dr. Hansen's work has focused on the investigation and rehabilitation of dams and flood retarding structures.

Relevant Experience

Interstate-17 (I-17) Widening – Jomax Road to SR 74; SR 303L/ I-17 Traffic Interchange Phase I, Stanley Consultants, Inc., Phoenix, Arizona. Role: Project Reviewer and Quality Assurance. The project includes roadway improvements along I-17 from approximately 2000 feet south of Jomax Road to SR 74 and new bridges, elevated roadway and ramps for a future SR 303L/I-17 TI at the Lone Mountain Road alignment. Mainline I-17 in this area is to be elevated approximately 25 feet above existing ground in the vicinity of the Lone Mountain Road alignment. Five (5) new concrete bridge structures are planned to accommodate the future Lone Mountain Road service interchange and the freeway-to-freeway system interchange with SR 303L. Other aspects of the project include an at grade detour for I-17 that will provide four general purpose lanes, two in each direction of travel and four large retention basins.

McMicken Dam Fissure Risk Zone Remediation (FRZR) Project, Maricopa County, Arizona. Role: Project Director. Initial work by AMEC at McMicken Dam in 2000 included an assessment of longitudinal and transverse cracking and other features, and the design of the remediation of breaches in the north dike of the structure. AMEC prepared the design plans and specifications for the repair of the dike. AMEC also provided construction observation and testing services. AMEC also completed extensive evaluation of earth fissuring and characterization of the Fissure Risk Zone at the south end of the structure using lineament analysis of low sun angle and conventional black and white photography, seismic refraction surveys, ground reconnaissance, trenching and detailed trench mapping. AMEC also used repeat-pass synthetic aperture radar interferometry (InSAR) to assist in this effort.

Subsequently, AMEC led the efforts of a team of consultants in completing alternatives analysis, risk assessments and other studies leading to selection of a preferred alternative to remediate the potential impact of earth fissures at the southern end of McMicken Dam. Final design components included construction of a dam extension, a 500-year flood control basin, a diversion channel and other channel structures. Design plans, construction specifications, a construction quality assurance plan, a design development report and a geotechnical investigation report for the McMicken Dam Fissure Risk Zone Remediation Project (FRZR) were prepared under the leadership of AMEC. AMEC The project was successfully constructed in 2005, with AMEC serving in post-design and quality assurance roles.

Education

1979-83/ Assistant Professor / Arizona State University

1980 / PhD Civil Engineering / Stanford University

1975 / MS Civil Engineering / Oregon State University

1974 / BS Civil Engineering / Oregon State University

Certifications/Registration

Professional Engineer (Civil):

Arizona #13872, California #C29238

Professional Engineer (Geotechnical):

California #GE2020

Memberships

American Society of Civil Engineers (ASCE)

International Society for Soil Mechanics and Foundation Engineering

American Society for Testing of Materials (ASTM)

ASCE Geotechnical Division, Earth Retaining Structures Committee,

Member, 1982-1994; Chairman, 1992-1994

United States Society on Dams

Arizona Consulting Engineers Council, Board Member, 1992-1994

Years with AMEC

25

Years of Experience

34

U.S. 93 Hoover Dam Bypass Project, Mohave County, Arizona and Clark County, Nevada. Role: Project Reviewer and Quality Assurance. The project included extensive analyses for several bridge structures including vertical and lateral capacity of drilled piers in rock, negative skin friction on drilled piers, external stability of mechanically stabilized earth (MSE) walls and the prediction of scour in rock. The 3.3 mile long project that included 3 sections: the Arizona Approach, the Nevada Approach and the Colorado River Bridge. The two approaches included seven bridges and numerous large cuts in rock up to 165 feet deep. The Colorado River Bridge included investigation in a steep walled canyon for an 1100-foot arch spanning the canyon and additional approach spans for a total bridge length of 1900 feet.

Phase II Structures Assessment Program, Flood Control District of Maricopa County, Arizona. Role: Project Reviewer and Quality Assurance. The causes of transverse and longitudinal cracking and other features observed at the Saddleback, Buckeye No. 1 and Vineyard Flood Retarding Structures, and at McMicken Dam, were evaluated. These evaluations have included investigation by test pit excavations and borings, review of construction history and engineering analyses. These studies have also included development and testing of methodologies for mitigation of cracking, regional studies of possible seismic impacts on the District's 22 structures, and evaluation of regional subsidence and earth fissuring on several of the structures.

Brett A. Howey, PE

Geotechnical Unit Manager

Education
2000 / MSE Civil Engineering / Arizona State University

1999 / BS Geoloty / University of Nebraska at Lincoln

Certifications/Registration
Professional Engineer:

Arizona #40220

Memberships
Association of State Dam Safety Officials (ASDSO)

American Society of Engineers (ASCE)

ASCE Geo-Institutes Standards Committee for Inspection of Existing Dams Guidelines

Society of American Military Engineers (SAME)

Years with AMEC
3

Years of Experience
8

Professional Summary

Mr. Howey is a project engineer with experience in the construction and engineering fields primarily focused on dam safety, geotechnical, flood control, water resources, and planning disciplines. Public sector regulatory experience includes project management and performance of technical reviews of engineering reports and designs, dam safety inspections, and dam construction inspections. Mr. Howey has acted as a project manager and project engineer for large scale federal, county, and private partnered dam rehabilitation projects as well as other dam safety investigations, repairs, and development of standardized dam safety guidelines and procedures. Additional experience includes failure modes and effects analysis risk assessment, geotechnical site assessments and analysis, geologic hazard identification, authoring and implementation of Intergovernmental Agreements and Memorandums of Understanding, and advisement in the development and implementation of public dam safety programs.

Relevant Experience

Maricopa County Arizona, Wittmann Area Drainage Master Plan (FDCMC/Entellus). Role: Project Manager. Project components included evaluation of regional land subsidence and earth fissure risks associated with McMicken Dam, McMicken outlet channel, and outlet wash. Geologic hazard assessment tools utilized included conventional low-sun angle aerial photography, InSAR satellite imagery, geologic mapping, geophysical surveys, field investigations, and computer land subsidence modelling. Additionally, provided dam technology and flood control advisement during the development, analysis, and screening of alternatives for the overall rehabilitation or replacement of the 10-mile-long earthen dam. Further activities include geotechnical appraisals of the project area to ascertain the depth of moisture-sensitive soils along the dam alignment.

Smucker Park Dam, Yuma Arizona: Project Engineer. Activities included geotechnical component design for a 30 foot high flood control embankment dam in accordance with the Arizona Department of Water Resources application requirements. Technical activities included granular filter design, dam penetration design, seismic earth pressure determination, and design plans and specifications.

City of Flagstaff, Upper Lake Mary Dam, Principal Outlet Mitigation Project. Role: Technical Regulatory Reviewer: Regulatory design review and oversight of Arizona Department of Water Resources application to alter an embankment dam. Activities included the design and implementation of a principal outlet annulus grouting program, filter design, and earthwork construction for mitigation of a deteriorated principal outlet conduit.

Arizona Army National Guard, Florence, Arizona, Roadway Culvert Analysis and Repair Design Project. Role: Assistant Project Manager and Project Engineer. Project tasks included the completion of a surface hydrologic analysis along a 3 mile long unimproved roadway to determine the adequacy of 10 existing CMP drainage culverts and determine the need for additional engineered flood water conveyance solutions or non-structural improvements to allow for the safe passage of a 6-hour, 25-year runoff storm event. Activities included data collection, conditions and adequacy assessment of the existing drainage features and structures, design plans and specifications for required rehabilitation and construction of drainage facilities and calculation of a cost estimate for future implementation of recommended solutions.

Buesing Corporation, Glendale Arizona, Banner Thunderbird Medical Center Parking Structure. Role: Project Manager: Design and consultation during construction of a 20 foot high by 325 foot long soil nail and shotcrete faced excavation support system. Support system designs incorporated the surcharge resulting from an adjacent fire lane traffic way and accommodations for adjacent buried utilities.

Julianne Hamilton, PG

Project Manager/Client Service Manager/Senior Associate

Education
1989-90 / Graduate Studies, Hydrogeology / Ohio State University

1988 / BA Geology / The College of Wooster

1987 / Geology Field Camp – Black Hills, South Dakota / University of Toledo

Certifications/Registration
Registered Geologist:

Arizona #31003

Certified Professional Geologist #9428 – American Institute of Professional Geologists

Memberships
Society of American Military Engineers – Phoenix, Southern Arizona, Yuma, and Southern Nevada Posts

Arizona Valley Partnership

Years with AMEC
5

Years of Experience
17

Professional Summary

Ms. Hamilton role includes quality control, coordination of resources and project management oversight for Federal, State, Municipal and Commercial clients in the Southwestern US. Ms. Hamilton has over 17 years experience as an environmental professional. Her responsibilities include business plan development and implementation, client management, financial management, quality control, and health and safety program implementation. Her technical experience includes field data collection, and evaluation, report preparation, presentation, and project/program management. Areas of expertise include: Department of Defense projects; state and federal superfund site investigations and remedial investigations/feasibility studies; state and municipal Brownfield redevelopment projects; underground storage tank (UST) release investigations and remediation; RCRA closures, corrective action and compliance issues; Subtitle D Municipal Landfill investigations and permitting; pollution prevention compliance and permitting; and environmental site assessments.

Relevant Experience

Hazardous Materials Commodity Flow Study, Arizona Division of Emergency Management, Southern Arizona. Ms. Hamilton completed two hazardous materials commodity flow studies for the Arizona Division of Emergency Management (ADEM). The transportation routes studied included Interstate 19 (I-19) and the railroad line that parallels I-19. The other study included the I-40 corridor, arterial highways and railway. Data included information on the types and volumes of hazardous materials crossing the border, the flow of hazardous materials along the transportation corridors, and the locations of environmentally and human sensitive areas along the transportation corridors. The results of the study provided a comprehensive understanding of the types and quantities of hazardous materials moving through the study area.

Hazardous Materials Investigation, HDR Engineering/Arizona Department of Transportation, Phoenix, AZ. The preliminary evaluation was completed in support of an alternatives analysis for a Location/Design Concept Report (L/DCR) and as required under the National Environmental Policy Act (NEPA) for federally funded projects as part of an Environmental Impact Statement (EIS). The project has included identifying all potential environmental hazardous, categorizing the hazardous according to a high, medium or low risk, and presenting the data in a Geological Information Systems (GIS) format to complete the other components of the highway studies.

Environmental Determination, Dysart Road/I-10 Traffic Interchange Improvements, City of Avondale, AZ. Ms. Hamilton served as the Program Manager for an Environmental Determination associated with a traffic interchange (TI) project. The TI involved the widening of Dysart Road and improvements to I-10 entrance and exit ramps. Ms. Hamilton was responsible the hazardous materials component of the project, Quality Assurance/Quality Control (QA/QC) on supporting technical reports, and regulatory and client interaction.

Phase I ESA, Asbestos Survey, Subsurface Investigation, Phoenix Financial Center, Phoenix, AZ. The Phoenix Financial Center is an approximate 10-acre complex in Mid-town Phoenix with eight individual buildings, including a former service station and an 18-story high rise tower. Services provided to this client have included an overall Phase I ESA site assessment as part of the refinancing transaction; property management services including asbestos and mold assessment; and, leaking underground storage tank (LUST) assessment and closure. Environmental Services, Flying J Truck Stops, Eloy and Ehrenberg, Arizona and Thousand Palms, California. Ms. Hamilton managed and directed various

projects including closure of a former wastewater impoundment and permitting of an existing wastewater treatment system through the ADEQ Aquifer Protection Permit Program. Ms. Hamilton was also responsible for contamination characterization activities for several of the truck stops, which included soil and groundwater sampling as well as a work plan for a soil vapor extraction pilot test.

Stormwater Pollution Prevention Plan (SWPPP) and Aquifer Protection Permit, United Truck and Equipment, Phoenix, Arizona. Ms. Hamilton assisted this client with the preparation of an APP Application for closure of a truck wash evaporation basin and rinse rack catch basin. Upon approval of the application by the ADEQ, Ms. Hamilton assisted this client with implementation of the closure activities. Ms. Hamilton also assisted this client with completion of a Notice of Intent and preparation of a SWPPP. The SWPPP was prompted by a notice of violation from the City of Phoenix. United Truck and Equipment manufactures and mounts water tanks for large construction purposes.

Aquifer Protection Permit and Reuse Permit Applications, Pinewood Sanitary District, Munds Park, Arizona. Ms. Hamilton assisted in the preparation of an Aquifer Protection Permit application and Reuse Permit application for a proposed upgrade to a wastewater treatment plant. This consisted of an assessment of the local and regional hydrogeologic conditions and establishment of a point of compliance. In addition, a water balance model was completed to demonstrate a balance between the volume of wastewater treatment plant influent, wastewater treatment plant effluent, and the consumptive use requirements of the reuse site.

Site Investigation, Gilbert Rodeo Park (Former Landfill), Maricopa County Risk Management Division Gilbert, Arizona. Ms. Hamilton served as the Program Manager for investigation activities associated with the site of a former Maricopa County landfill. The investigation included a records review and interviews, a review of groundwater well records, the performance of a geophysical survey to assess the probable geometry of the landfill materials, and a baseline subsurface landfill gas survey to identify potential contaminants and the need for landfill gas monitoring. The assessment provided a good understanding of the site geometry (horizontal and lateral extent), the local subsurface profile and groundwater conditions, and the concentrations of various landfill gases (methane, balance gases, volatile organic compounds and semi-volatile organic compounds) present at the site. As a follow-up to this assessment, AMEC met with the Maricopa County Real Estate Department and presented the findings and an initial discussion of development options for the property. Ms. Hamilton's responsibilities included direction on technical scope, client interaction, regulatory assistance and QA/QC for the project.

Marcie Martin, CFM

Senior Environmental Scientist/Planner

Professional Summary

Ms. Martin has 12 years experience in environmental regulatory compliance. Her experience includes National Environmental Policy Act (NEPA) documentation, environmental site assessments, biological reviews, integrated natural resources management plans, and Clean Water Act Section 404 Jurisdictional Delineations and permitting. Ms. Martin's Section 404 permitting experience includes preparation of nationwide and individual permit applications as well as compensatory mitigation and monitoring plans. Ms. Martin has also participated in numerous NEPA documentation projects, as both a project manager and a technical specialist for these efforts. As a project manager, she has directed the efforts of diverse teams of resource specialists.

Relevant Experience

Environmental Information Document, Wastewater System Expansion Program Conventional Gravity Sewer Collection System, Lake Havasu City Arizona. AMEC prepared an Environmental Information Document (EID) update for the second five-year period of Lake Havasu City's Wastewater System Expansion Program. AMEC prepared the EID in accordance with the Arizona Water Infrastructure Finance Authority's guidelines. Since the program is receiving federal funds through the Clean Water State Revolving Fund, the EID must be NEPA compliant. Ms. Martin is the environmental project manager for this effort.

Winter Storm Management/Operations Plan and EA, Arizona – Statewide, Arizona Department of Transportation. AMEC was awarded the development of a Winter Storm Management/Operations Manual and Environmental Assessment (EA) for the implementation of that manual. Ms. Martin is the NEPA task leader for this project. Preparation of the EA for this project consists of collecting, reviewing, and evaluating data to define environmental thresholds related to such factors as air quality, socioeconomic factors, water quality, and biological resources.

EA for BRAC Actions, Luke Air Force Base, Arizona. Ms. Martin was the task order manager responsible for the preparation of an EA for Base Realignment and Closure (BRAC) actions at Luke Air Force Base (AFB) affecting aircraft inventory, aircraft flight operations, and associated mission realignment.

FERC Third-Party Environmental Impact Statement, AES Sparrows Point LNG Import, Storage and Regasification Terminal and Sendout Pipeline, Maryland and Pennsylvania. AMEC is providing third party support services to the Federal Energy Regulatory Commission (FERC) for review of the AES Sparrows Point Application for approval of its Liquefied Natural Gas (LNG) import, storage and regasification terminal, and associated sendout pipeline. AMEC is supporting FERC in all phases of the National Environmental Impact Statement (EIS) process including pre-filing and post-filing activities. Ms. Martin is responsible for preparing the Environmental Justice portion of the EIS.

Education

2002 / MS Environmental Management and Industrial Hygiene / University of Oklahoma City

1996 / BS Zoology / University of Oklahoma

Certifications/Registration

OSHA, 40-Hour Hazardous Waste Operations and Emergency Response, 2004

Certified Floodplain Manager (US-04-01046), 2004

Registered Environmental Assessor (REA I) in California (07789), 2003

Federal Energy Regulatory Commission (FERC) Environmental Report Preparation Seminar, 2005

FERC Environmental Compliance Seminar, 2005

Wetland Delineator Training, 2002

Memberships

National Association of Environmental Professionals (NAEP), 2001-present

Arizona Association of Environmental Professionals (AZAEP), 2004-present

Association of State Floodplain Managers (ASFM), 2004-present

Arizona Floodplain Management Association (AFMA), 2005-present

Association of State Dam Safety Officials, 2005-present

Years with AMEC

3.5

Years of Experience

12

South Mountain Transportation Corridor Hazardous Materials Investigation, HDR Engineering/Arizona Department of Transportation, Phoenix, Arizona. Ms. Martin was part of the AMEC Team for the South Mountain Transportation Corridor preparing the hazardous materials evaluation. The preliminary evaluation was completed in support of an alternatives analysis for a Location/Design Concept Report (L/DCR) and as required under NEPA for federally funded projects as part of an Environmental Impact Statement (EIS). The project has included identifying potential environmental hazards, categorizing the hazards according to a high, medium, or low risk, and presenting the data in a technical report and GIS format.

Tonto National Forest Electrical Utility Corridor Environmental Assessment, Fowler Ranch, Roosevelt, Arizona. As an environmental planner on this project, Ms. Martin conducted a natural resources evaluation of a proposed utility line corridor within the Tonto National Forest and completed an Environmental Assessment (EA) evaluating impacts of overhead and underground alternatives. The purpose of the utility line was to provide service to a privately owned ranch adjacent to Forest Service Managed land.

San Juan Waterfront Redevelopment Project, San Juan, Puerto Rico. The Puerto Rico Ports Authority is proposing a redevelopment project along a currently dilapidated portion of waterfront area in the historic San Juan Area of Puerto Rico. The project consists of restoration of existing pier structures and development of a mix of residential, commercial, and open space. AMEC E&E is responsible for the development of a Commonwealth of Puerto Rico Declaracion de Impactos Ambientales in support of Federal, Commonwealth, and local permit applications. Ms. Martin is assessing impacts related to hazardous materials, socioeconomics, and environmental justice.

Environmental Services - Six Rivers National Forest Trinity County Bridges and 3R, Trinity County, Jacobs Civil/Federal Highway Administration. Ms. Martin was the deputy project manager for AMEC's environmental services related to the replacement of five bridges and roadway improvements within the Six Rivers National Forest. AMEC's environmental work included biological surveys, a Phase I Environmental Site Assessment, a cultural resources survey, and a delineation of waters of the United States, including wetlands. Ms. Martin was also the task leader for the Phase I Environmental Site Assessment and assisted with the field work related to the delineation of waters of the US.

Diamond Valley Speed Racing, Marathon Racing, LLC, Diamond Valley, Nevada. Ms. Martin reviewed numerous resource sections of a NEPA compliant EA for use of Bureau of Land (BLM) land to bread the land speed record. The project area was within the jurisdiction of BLM's Battle Mountain Field Office.

Tim Ostapuk, CIEC

Environmental Monitoring

Professional Summary

Mr. Ostapuk joined AMEC 2005 and is currently working in the Facilities Engineering Department as a Project Manager. He has over seven years of field experience and is currently working on his Masters degree at Arizona State University. Mr. Ostapuk is a Council-certified Indoor Environmental Consultant (CIEC) has also applied to obtain the Certified Industrial Hygiene credential.

Currently, Mr. Ostapuk is responsible for providing environmental services for various government agencies and entities. Mr. Ostapuk has approximately seven years experience as an environmental professional. His experience includes data collection and evaluation, report preparation, and project management in the areas of State and Federal Superfund Site Investigations, underground storage tank release investigations, and environmental site assessments. Mr. Ostapuk also performs duties that include industrial hygiene field work and project management. He works with health stressors that include chemical, physical and biological for indoor environments, landfill investigations, and manufacture plants. Mr. Ostapuk's overall responsibility includes schedule management, project-related financial management, project execution, business development, and client relationships.

Relevant Experience

Asbestos Abatement Oversight, ADOT Administration Building #1005, Phoenix, Arizona. Role: Project Manager. Removal of asbestos containing flooring materials at multiple locations in the Administration Building. The project included abatement oversight, area air monitoring, final clearance and project close-out documentation.

Tank Removals, ADOT Maintenance Yards in St. Johns, St. David, 3-Way, Chino Valley, and Wickenburg, Arizona. Role: Site Supervisor and Coordinator. Removal of multiple above ground storage tanks. Each tank contained an approximate volume of 7,000 gallons and was staged on concrete saddles approximately 10 feet above the ground's surface. The tanks were prepped for removal by Water Masters who removed the piping, stairs, and railings around the tanks prior to removal. The tanks ranged between 10 to 21 tons in weight with unknown contents and were lifted from their supports by Southwest Crane. Flatbed trailers were used to transport the tanks off site.

Phase I Environmental Site Assessment and Comprehensive Asbestos Survey, Citizens Auto Stage, City of Tucson, Arizona. Role: Project Manager. Performed a Phase I Environmental Site Assessment and Asbestos/Building Demolition Survey for the City of Tucson Environmental Service Department. At the time of the assessment, the Property included a developed parcel of land totaling approximately 6.7 acres. Based on interviews, historical information, site observations, observations from surrounding properties, and review of other assessments for the Property, the Property was determined to be once part of the now closed Congress Landfill and is now part of the City of Tucson Rio Nuevo South Stabilization Project.

Education

2002-Present / MS Science in Technology / Arizona State University

1998 / BS Environmental Science / University of Arizona

Certifications/Registration

Council-Certified Indoor Environmental Consultant

AHERA Building Inspector

AHERA Contractor/Supervisor

AHERA Management Planner

NIOSH 582 Airborne Asbestos Evaluations and Interpretations

OSHA 40 Hour Hazardous Waste Operations

EPA Certified Lead-Based Paint Project Designer

DOT Basic Hazardous Materials Awareness Training

Memberships

Environmental Information Association – Board of Directors – Arizona Chapter

American Indoor Air Quality Council – Arizona Chapter

Environmental Professionals of Arizona - Member

Years with AMEC

3

Years of Experience

7.5

Indoor Air Quality, Glendale Arena, Perini Building Company, Arizona. Role: Project Manager. Initial investigation and removal of interior moisture and fungal impacted materials on the Upper Concourse level of the Glendale Arena. Moisture leaks from improperly installed HVAC condensate lines were discovered through moisture testing of gypsum wallboard materials in numerous rooms of the affected areas. Fungal growth was identified by direct substrate testing. Duties included day-to-day management of abatement and remediation contractors, inspections, material sampling, air quality sampling, progress meetings, and preparation of closeout documents.

Environmental Services for Kingman District Highway 93 Re-alignment Wikieup Mohave County, Arizona. As Project Manager responsible for the environmental services that included asbestos and lead-based paint surveys. Specifically AMEC was tasked with testing the roadway striping along the 15 mile stretch for the presence of lead. The purposed of the lead testing was to determine if the concentrations of lead present would result in special handling requirements during the milling process. Lead testing was also completed for the paint materials located on bridges within the project area. Asbestos testing was completed on approximately 160 culverts that are being demolished or repaired as part of the improvement project.

C. Phillip Turner, PE, RLS

Construction Management

Professional Summary

Mr. Turner has over 36 years experience in civil engineering projects (transportation, structures, infrastructure, land development, water and wastewater, channelization, erosion control, etc.) and serves as Vice President of AMEC Infrastructure. He is a Registered Professional Engineer (Civil) in the states of Arizona, California, Texas, Colorado, Nevada, New Mexico, Utah and a Professional Land Surveyor in Arizona. The majority of his career has encompassed transportation and water/wastewater projects including design and construction management. His responsibilities and areas of expertise have included constructability review, personnel management and development, administration of contracts, scheduling, contract negotiations and client liaison, as well as program, project and construction management.

Education
Graduate Coursework in Engineering and Business Administration

1972 / BS Civil Engineering / Arizona State University

Certifications/Registration
Professional Engineer:

AZ #20367, California #26421, Texas #87403, Colorado #25921, Nevada #008018, New Mexico #10740, Utah #190601-2202

Registered Land Surveyor: Arizona #17539

Memberships
American Public Works Association (Past State Board Member)

American Society of Civil Engineers

Arizona Consulting Engineers Association

Society of American Military Engineers

Years with AMEC
8

Years of Experience
36

Relevant Experience

Civil Engineering Field Inspections Annual Services, City of Phoenix. Project Principal for the provision of field inspection personnel for various on-call projects.

Bell Road Construction Administration, 19th Avenue to 7th Street, Phoenix. Project Manager for this two-mile roadway reconstruction and improvement project which provided three lanes of travel in each direction, median islands, various turn lanes and side-street improvements as required. Major work items consisted of subgrade preparation, placement of asphaltic concrete base course and pavement, concrete curb and gutter, sidewalks, driveways, concrete catch basins and headwalls, installation of storm sewer system, landscaping and irrigation system.

Higley Road Improvements, City of Mesa. Construction Manager responsible for the direction of all construction administration and inspection of water lines, storm drain, structures, paving, lighting and traffic signals, pump station rehabilitation and well abandonment.

16th Street Improvements, Papago Freeway to Van Buren Street, Phoenix. Project Manager for construction management for 0.6 mile of street widening and improvements, including underground water, sanitary sewer and storm drain lines, cross streets, new curb and gutter, sidewalks, base and paving.

48th Street, Broadway to Baseline, City of Tempe. Project Manager for construction administration and inspection of improvements for a two-mile segment of this major street. Work included paving, water lines, storm drain and pumping station.

McClintock Drive Widening, Southern Avenue to Baseline Road, City of Tempe. Project Manager for construction inspection services for roadway widening, including the conversion of overhead electric to underground, and storm drain, curb, gutter and sidewalk.

Warner Road Improvements Construction Administration, Price Road to Bull Moose Drive, City of Chandler. Project Manager for this 0.5-mile project which involved the widening of the north half of Warner Road and included curb, gutter and sidewalks, paving, retention basins constructed with decomposed granite, driveway entrances, side street intersections, lighting, fence relocation and landscaping for private landowners.

Chandler Consolidated Canal Paseo Project, City of Chandler. Project Director for the design for 6.5 miles of the Paseo System located along the Consolidated Canal in the City of Chandler. Responsibilities included refinement of the existing master plan and the development of the first phase of construction documents.

75th Avenue, Glendale to Grand Roadway Widening, MCDOT. Project Principal for this roadway widening and improvement project (metric). The work consisted of constructing a storm drain system, subgrade preparation, furbishing and placing aggregate base course and asphaltic pavement, constructing curb and gutter, excavating retention basins, installing 400 mm water main and sanitary sewer stubouts, traffic signal installation and striping.

51st Avenue Bridge Construction Administration Design/Build, MCDOT. Project Manager for Arizona's first consultant administered design/build transportation project. The 1500-foot bridge and approaches are a critical project for the County. Project responsibilities on this $12 million project include contract administration, survey, materials testing, inspection, design reviews, schedule and cost controls, document control, quality control, traffic control and public relations. Project components include utility relocations, roadway construction, bridge construction, permitting, erosion controls, public relations, traffic control and coordination with adjacent construction projects. This was a partnered project.

Agua Fria River Improvements, FCDMC. Construction Manager for all construction management for this major river realignment and bank protection consisting of soil cement and riprap.

67th Avenue Storm Sewer, Glendale, Arizona, FCDMC. Project Manager for this 1.5-mile storm sewer project which involved construction engineering and inspection services.

Sun Valley Parkway Improvement District Construction Administration, Maricopa County, Arizona. Project Manager for this 28.5 mile, 6-lane divided highway for MCDOT to connect I-10 to Bell Road, west of Grand Avenue and serve the new 48,000-acre planned Sun Valley development. The project included design review, survey checks, construction administration and inspection and value engineering for the new roadway, bridge, pipe and box culverts.

Temporary Technical Personnel for Statewide Construction Projects, ADOT. Project Principal for this contract providing on-call temporary technical personnel to ADOT for various projects throughout the State.

On-Call Statewide Construction Management, ADOT. Project Principal for this contract providing on-call construction management services for various projects throughout the State.

Urban Interchange at McDowell Road and the Squaw Peak Parkway, ADOT. Project Manager for the construction of this post-tensioned, concrete box girder bridge over existing traffic conditions. The work consisted of engineering review and construction administration of the structure, utilities, landscaping, grading, drainage, storm sewer, paving, curb, gutter and street lighting.

I-10 Freeway, Bridges at 59th, 63rd and 67th Avenues, ADOT. Project Engineer responsible for scheduling and inspection of the construction of four bridges.

Construction Administration for Yuma – Parker Highway, SR 95 – Quartzsite, ADOT. Project Principal providing construction administration services for the SR 95 Quartzsite Traffic Interchange (TI) project on I-10. The project involves widening the two existing lanes to five lanes, new bridge construction, embankment widening, and the installation of storm drain, box culverts and curb and gutter.

Lake Havasu City Wastewater System Expansion Program, City of Lake Havasu. Program Manager for Lake Havasu City's $463 million Wastewater System Expansion Program. This eleven year CIP provides 400 miles of new main line collection, over 25,000 new house connections, upgrades to existing treatment plants, a new $60 million treatment plant, reuse distribution lines and injection wells. AMEC provides program management, design, construction administration, survey, as well as program cash flow, revenue generation and construction cost projections, to support the City's financing program.

Public Works Water – Iraq Reconstruction Northern Region. Operations Manager for $1.1 billion IDIQ, reporting to the Coalitional Provisional Authority (CPA) and later the Department of State. Project included water treatment, wastewater treatment, solid waste disposal and transmission/collection pipe lines. Other projects included a $20 million sewage collection system and a $26 million landfill, Iraq's largest and most modern facility.

Jay Guertin, PE

Construction Management

Education
1996 / BS Civil Engineering / Arizona State University

Certifications/Registration
Professional Engineer: Arizona #35045

Memberships
American Council of Engineering Companies (ACEC)

Years with AMEC
4

Years of Experience
19

Professional Summary

Mr. Guertin has 19 years of construction experience. His experience includes soil cement stabilization, soil nail walls, major structures, minor structures, drainage structures, and all phases of street/highway construction. As Resident Engineer for MCDOT, ADOT and other agencies' projects, he has vast estimating experience. In addition, he has been involved with projects that involve multi-agency specifications and stakeholders.

Relevant Experience

Power Road, Guadalupe Road to Baseline Road, MCDOT. Resident Engineer/Project Manager. AMEC is providing construction administration services for Power Road from Guadalupe to Baseline Road. The project consists of widening and completing reconstruction of the roadway, conduit and pull boxes for future street lighting; conduit for future signalization; curb and gutter; landscaping; drainage improvements; roadway striping and signage; bridge construction; traffic control approval; record drawing preparation; and managing utility and 404 permits. AMEC will also work with MCDOT's public relations consultants to ensure that all relevant project information is made available to allow the City of Mesa to respond promptly and accurately to the community.

Ellsworth Road, University to McClellan, Construction Management, MCDOT. Resident Engineer. AMEC provided construction management services for three miles of roadway reconstruction and widening of a two-lane arterial road into a five-lane facility. The project also included a new set of traffic signals at University Drive and Ellsworth Road; a storm drainage system; Central Arizona Project (CAP) canal equestrian crossing; drainage channel and box culvert; catch basins; asphaltic concrete; curb, gutter, and sidewalk; roadway lighting;, landscaping plans; specifications, and estimate review; signing; striping; and miscellaneous incidentals. The project also involved extensive coordination with the City of Mesa, CAWCD (CAP), ADOT (adjacent Loop 202 construction), and local residents.

On-Call Professional Engineering Services for Capital Improvement Projects, City of Glendale. Construction Administration/Constructability Review. As part of the Glendale Onboard Bond Issue, AMEC was selected to perform intersection improvement design for several intersections along 51st Avenue and 59th Avenue along with the design for the Olive Avenue storm sewer. The work includes final design of six major arterial intersections and includes an array of project elements. Design elements include survey, right-of-way delineation, geometric design, signals, lighting, ITS, landscaping and transit elements. A major aspect also includes utility conflict resolution and water line replacement/upgrades along with coordination of adjacent City of Phoenix requirements. As part of the design services, AMEC is performing continuous value engineering and constructability reviews to ensure that the project elements are designed for optimal value.

Van Buren Street Improvements, Estrella Parkway to Bullard Avenue, City of Goodyear. Provided constructability review for this project. This project is for the widening Van Buren Street from Estrella Parkway to Bullard Avenue. The new section includes design of curb gutter and sidewalk, raised median with landscaping and street lighting and a traffic signal. AMEC is developing the right-of-way plans, preparing the legal descriptions and exhibits and the right of way acquisitions and also coordinating the utility relocation.

Thunderbird Road/Scottsdale Road Intersection & Phase 1 Drainage Improvements, City of Scottsdale. Responsible constructability review for the design of final plans, specifications and cost estimates for the improvements of the intersection of Scottsdale Road and Thunderbird Road. Design items include widening of Thunderbird Road, the addition of left turn lanes on Scottsdale Road, the Realignment of 73rd Street at its intersection with Thunderbird Road, a new underground storm water conveyance system, the addition of catch basins, full rubberized asphalt, signing and striping, and traffic signal modifications. Project coordination includes the City of Scottsdale, FCDMC, APS, Qwest, and other utilities.

CM@Risk Design Services for Price Road at Germann Road Improvements, City of Chandler. Constructability Review. AMEC will provide design services for the widening of approximately one mile of Price Road and ¾ miles of German Road. Work elements include roadway design, drainage design, landscape design, survey, traffic striping and future interconnect for traffic signal. AMEC will also provide design services for street capacity improvement projects at five intersections in Chandler. AMEC will assist the City of Chandler in public participation/meeting, city council meetings.

Estrella Phase 2B, El Mirage Road to Lake Pleasant, MCDOT. Resident Engineer. AMEC provided construction management for this project, which included the construction of an interim four-lane divided roadway and a 10-span four-lane 1025-foot bridge at the Agua Fria River. Phase 2B also included the construction of a two-lane road that extended 107th Avenue from Williams Road to the new SR Loop 303. Over 7.5 km (4.7 miles) of new roadway was constructed.

City of Chandler Multi-Use Path, ADOT. Project Supervisor/Resident Engineer for a 1.5-mile multi-use pedestrian/bikeway path located along the Consolidated Canal between Pecos Road and Ryan Road. The project included one complete pedestrian bridge over the canal and the foundation for a second pedestrian bridge. Work elements included grading, drainage, Portland Concrete Cement Paving, landscaping, lighting and electric.

McMicken Dam Fissure Hazard Zone Project, Flood Control District Maricopa County (FCDMC). McMicken Dam is one of many dams in the Phoenix area that have been identified as being in a risk zone for foundation compromising earth fissures. This project required evaluation of the differential subsidence/settlement along the axis of an 11-mile long earthen dam, which had been breached because of dam safety considerations. The study included a detailed evaluation of existing geologic and hydrologic data, estimation of subsidence and the relationship of subsidence to earth fissuring in the project area. Future subsidence and potential earth fissuring were considered in the development of mitigation measures for the dam. The last half mile of the 9-mile structure was reconstructed, improved, and relocated away from the earth fissures that were forming near the dam core. The New dam core was constructed out of soil cement. The project included earthwork, drop structures, rip rap, pipe, manholes, and headwalls about. McMicken Dam is regulated by ADWR and owned by the Flood Control District of Maricopa County.

ADOT Full Service On-Call Contracts. Served as the Senior Resident Engineer for three local government projects administered by ADOT. The projects include the Glendale Urbanized 59th Avenue Widening, Olive Ave to Mountain Road; the Peoria Urbanized Beardsley Canal to Lake Pleasant Road (old Carefree Highway); and the Peoria Urbanized 83rd Avenue-Peoria Avenue at Grand Avenue. These projects utilized federal funds and included elements such as landscape, landscape irrigation, curb and gutter, seeding, signing, striping and drainage. Mr. Guertin utilized SATS and CPE for these projects and also performed office and materials closeout for ADOT.

Scottsdale Road South Drainage, City of Scottsdale. Constructability Review. AMEC will provide a study, design plans, cost estimates and specifications for the improvements to the Scottsdale Road South Drainage Corridor. The project will produce a study report and construction documents for identifying and mitigating potential flood hazards within the drainage corridor.

I-17 Design/Build Thomas to Peoria. ADOT. Transportation Engineering Specialist for a $80 million dollar reconstruction of I-17. This project added an HOV lane and auxiliary lanes in both directions from Thomas to Peoria. Also included in the project were lighting, storm drains and FMS components. Two traffic interchanges including the underpass structures were removed and replaced. As a result, numerous utilities including the City of Phoenix waterlines and fire hydrants were relocated throughout the Glendale and Camelback traffic interchange areas.

I-17 Northern and Dunlap Traffic Interchange Replacement, ADOT. Transportation Engineering Specialist for a $20 million dollar reconstruction of the I-17 Northern and Dunlap traffic interchanges. This project widened Dunlap and Northern along with complete structure replacements. These interchanges were raised, widened and converted to urban style. A 60-inch storm drain was added from Dunlap to Northern. Mr. Guertin was directly responsible to ADOT for the project supervision of the Northern pump station. Also included in the project was the relocation of numerous utilities including waterlines, fire hydrants, and irrigation lines.

Michael Jauch, PE

Construction Management

Education
1987 / BS Civil Engineering / University of Arizona

Certifications/Registration
Professional Engineer: Arizona 27298

Memberships
American Society of Civil Engineers

Years with AMEC
<1

Years of Experience
21

Professional Summary

Mr. Jauch has more than 21 years of experience in the transportation engineering industry. His expertise and flexibility have enabled him to manage multiple projects simultaneously with adherence to budgets ranging from $4 million to $75 million, while also working with crews, designers, contractors, developers and "owners" in areas of controllable costs. He has gained a strong engineering background and extensive supervisory experience through his work on projects including bridge structures, water and wastewater facilities, asphaltic concrete pavement, Portland cement concrete pavement and traffic signals.

Relevant Experience

Chandler Boulevard Improvements, McQueen Rd. to 133rd St. and Cooper Road, Chandler Blvd. to Galveston Street, City of Chandler. Resident Engineer for this $9 million project which included widening the street to six travel lanes; construction of a concrete intersection at Cooper Rd.; construction of a 16-foot wide median and bike lanes; landscape enhancements and aesthetic treatments; modifications to the west side of the McQueen Rd. intersection; and installation of street lights and traffic signals. The project also included, improvements to Cooper Rd. from Galveston St. to the Consolidated Canal south of Chandler Blvd.

Estrella Parkway, Yuma Road to McDowell Road, City of Goodyear. Resident Engineer for this $10 million project which included widening the roadway from a two lane facility to a four/five lane roadway. There were many coordination issues dealing with Developers, Utility Companies and other interested parties.

Estrella Parkway, Yuma Road to McDowell Road, City of Goodyear. Senior Resident Engineer for this $6 million project that included multiple redesign and delay issues, negotiating with developers and other contractors to avoid claims.

Phoenix-Globe Highway (US 60), US 60/SR 79 Traffic Interchange, ADOT. Resident Engineer for this $12 million project consisting of reconstructing the existing at-grade intersection to a grade separated interchange including a four lane divided highway over a four lane undivided roadway. Included with the work was the realignment of local roads to align with the interchange. Major Structures included two AASHTO girder concrete bridge structures and five new reinforced concrete box culverts. Work also consisted of asphaltic concrete and asphalt concrete friction course; pipe culverts; riprap; fence; striping; signing; lighting; guardrail; seeding; and other incidental work. This project was the recipient of the 2004 Marvin M. Black, Excellence in Partnering Award and the APWA, Transportation Project of the Year.

Pima Freeway (101L), Pima Road - Shea Boulevard, Scottsdale, Arizona, City of Scottsdale. Served as Resident Engineer for this project is located within the City of Scottsdale, beginning at Pima Road/Shea Boulevard TI (milepost 41.01) and continuing north to Princess Drive (milepost 36.02), approximately 7.07 kilometers. The project consists of construction of a new 6-lane divided freeway and frontage roads. The work included building 12 new bridge structures and a new pedestrian/equestrian bridge; placing 321,954 M2 of Portland cement concrete pavement; and excavating and placing 1,892,278 M3 of roadway. Work also included channel and structural excavation; relocation/construction of utilities including 11,517 meters of pipe; 34,896 M2 of retaining/sound walls; box culverts; concrete curb and gutter; and top soil totalling 194,190 M2. Due to extensive problems with right-of-way, we worked closely with the contractor to mitigate potential and real delays to the contract. Senior Resident Engineer for this project with an estimated cost of $73 million – supervised 35 technicians.

El Capitan Wash and Sage Creek Structures, Laguna Wash – El Capitan Wash, ADOT. Resident Engineer/Project Manager for this $4 million project – came in under budget on CE costs.

Red Mountain Freeway (SR L202), McKellips Road – Country Club Drive, Mesa. Resident engineer for the project, located in the City of Mesa between McKellips Road and Country Club Drive. This $40 million project consisted of roadway excavation (353,521 cubic yards); portland cement concrete pavement (52,000 square yards); borrow (264,113 cubic

yards); retaining walls and cement stabilized alluvium. During construction, we encountered an undocumented landfill and paid $500,000 to the contractor to dispose of the materials. There were delays to the contractor due to right-of-way problems and we were able to mitigate those at a minimal cost to the department.

Red Mountain Freeway (SR L202), SR L101 and McKellips Road. Resident Engineer for this $20 million project that consisted of roadway and channel excavation, borrow totaling 3,374,682 cubic yards; portland cement concrete pavement (134,289 square yards); two new bridges; and 39,579 square feet of retaining walls. An undocumented landfill was discovered during construction and a $750,000 change order was executed to pay for the additional work.

Kingman-Seligman Highway (SR 66), Andy Devine Traffic Interchange - Kingman, ADOT. Resident Engineer for this $5M project included removing asphaltic concrete pavement and replacing it with portland cement concrete pavement. High profile project in the City of Kingman affecting many businesses. Required coordination with local officials and business interests. Won ADOT 2006 Excellence in Partnering Award.

Temp Tech Services Manager, ADOT. Resident Engineer Project Manager for ADOT Temp Tech contract.

Wickenburg-Kingman Highway (US 93), Cottonwood Canyon-Bridle Creek Section, ADOT. Resident Engineer for this $25 million project included reconstructing a two lane roadway to four-lane divided, approximately 4.5 miles. The project consisted of roadway excavation including a significant volume of rock which required blasting; grading, draining, and paving the existing roadway to a four-lane divided section with two new AASHTO girder bridges, new box culverts and re-vegetation of existing cacti.

Peridot-San Carlos Highway (SR 170), Jct US 70-San Carlos, ADOT. Resident Engineer for this $6 million project which included widening and reconstructing the existing roadway in order to turn back the roadway to the San Carlos Indian Tribe/BIA. The work included pavement milling and removal; construction of new asphaltic concrete pavement; placement of aggregate base; guardrail removal and installation; pipe culvert extension and replacement; concrete box culvert extension; bridge scour protection; earthwork; construction of retaining wall; rockfall fence; seeding of disturbed areas; signing; striping. The retaining wall was replaced with a dual shotcrete, soil nail and lightweight backfill system.

Statewide: I-15. I-40, US-898, US-93, US-191, Steel Bridge Crack Repair (North), ADOT. Resident engineer for this $2 million project located in Globe, Flagstaff, Kingman, and Holbrook districts. The project included diaphragm, girder, steel stringer repair, and other incidental work, including lead paint abatement.

Statewide: I-8, I-10, US-60, SR-70, SR-79, Steel Bridge Crack Repair (South), ADOT. Resident engineer for this $2 million project located in Globe, Safford, Tucson, and Yuma districts. The work included diaphragm, girder, and steel stringer repair, including lead paint abatement.

Wickenberg-Kingman Highway (SR 93), Cane Springs Section, ADOT. Resident Engineer for this $6 million project, which combined two adjoining projects, located on US 93 beginning at milepost 116.65 and extending to milepost 95.79. The project consisted of placing 39,000 tons of asphaltic-rubber asphaltic concrete, asphaltic-rubber, asphaltic concrete friction course, and removing and replacing bridge rail and place fabric grid composite interlayer. Several different composite interlayers were used in heavily rutted areas. In addition, a $200,000 change order was executed to add traffic marking test sections to the project.

Wickenberg-Kingman Highway (US 93), Date Creek Bridge, ADOT. Resident Engineer for this $6 million project located in Yavapai County on 93 at Date Creek. The work consisted of replacing the existing bridge with a new bridge and building new approaches. The structure is a 216-foot AASHTO Type III girder bridge with a drilled shaft and rock socket foundation. The bridge was built in two phases; the first entailed constructing two thirds of the bridge and then placing traffic on the new structure. The second phase required removing the old structure and then building the remaining one-third portion of the new structure.

Michael Sadowski, PE

Construction Management

Professional Summary

Mr. Sadowski is AMEC's Tucson Branch Manager with responsibilities including the supervision of Project Managers and Design Engineers for the study and design of major transportation projects. Having managed staff in excess of 40 engineers and technicians, his expertise includes construction administration, construction management, construction inspection and surveillance. He has experience managing the construction administration of public works projects including highways, freeways, bridges, and airports as well as expertise in the management of construction management at risk (CM@Risk) contracts for owners. His roles have included Project Principal for the construction engineering group; Project Manager for construction administration and construction management services; as well as Resident Engineer for surface transportation projects and airport projects. As a subconsultant Project Manager and as Resident Engineer and State Airport Engineer for ADOT, he managed construction contracts valued up to $65 M.

Relevant Experience

Barnett Linear Park, Town of Marana. Project Principal. AMEC is providing engineering, landscaping, bridge structure, environmental and geotechnical services to the Town of Marana for this 3.75-mile long drainage channel which drains approximately 150 square miles of the Tortolita fan and conveys it to the Santa Cruz River. The channel, once constructed, will also serve as a linear park for the residents of the Town of Marana.

Cushing Street, City of Tucson. Project Principal. AMEC is providing design of roadway improvements west of I-10 including a bridge across the Santa Cruz River which will connect the Origins of Tucson site, currently under construction, with I-10 and the downtown area east of I-10.

Education

1971 / BS Civil Engineering / University of Detroit

1986 / Business Courses / Arizona State University Center for Executive Development

1986-1987 / General Courses / University of Minnesota (extension)

1989 / NICET Instructor / Construction Engineering Technology, Arizona Construction Training Center

1986 / NICET Instructor / Construction Engineering, Western Institute of Technology

1996 / Instructor / Construction Management, Pima College

Certifications/Registration

Professional Engineer: Arizona #10515, Nevada 012429

Certified Nuclear Gauge Use (ADOT)

Years with AMEC

1

Years of Experience

36

Aspen Fire Recovery, Pima County. Resident Engineer. This project consisted of providing the County with emergency construction management services during the recovery effort on Mount Lemmon in the wake of the Aspen Fire. The recovery effort consisted of removing and disposing concrete rubble and metal, and burned trees.

CM@Risk Mission View Wash, Pima County Flood Control District. Project Principal/Manager during design/Resident Engineer during construction. This project consisted of the design of a drainage system for the Airport Wash, Mission View Wash and Grayhound Wash in Tucson. The design included 1,500 feet of 60-inch storm drain and related structures, 5,000 feet of 42 and 48-inch sanitary sewer conduit and related structures, jacking and boring beneath I-10 in the vicinity of Park Avenue, development of traffic control plans, construction phasing plans, coordination with land and development engineers and agents.

Temporary Technical Personnel On-Call Contract — Statewide, Arizona, ADOT. Project Manager responsible for this ADOT project consisting of providing temporary technical personnel, on an as-needed basis, for highway construction projects throughout the State to assist State forces during peak workloads. Services provided include materials sampling and testing, inspection, office engineering and survey.

Skyline Drive Design-Build Project, Pima County. Mr. Sadowski served as Quality Manager during the construction of the Skyline Drive design/build project. In this capacity he prepared the project quality acceptance plan and managed the QA program which included construction surveillance, quality acceptance testing, and quality reviews of the plans and specifications with respect to compliance with the county's construction standards. The QA staff included county technicians. The Skyline Drive Design/Build project consisted of constructing 1.5 miles of road in a residential area in the Tucson metropolitan area. The construction cost was $21.3 million. This project was the County's first design/build project.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AMEC EARTH & ENVIRONMENTAL, INC.

[Scope of Work and Fee Proposal]

See following pages.

October 16, 2008
AMEC Proposal No. PW08-10-01
Revision No. 2

City of Avondale
Water Resources Department
399 East Lower Buckeye Road
Avondale, Arizona 85323

Attn: Marilyn DeRosa, P.E., R.G.
Water Resources Planning Manager

Re: Proposal for Isolated Pump Testing and Swage Patch Modifications
Well Nos. 22 and 25
City of Avondale, Arizona

AMEC Earth & Environmental, Inc. (AMEC) is pleased to submit this proposal for conducting isolated pump testing and swage patch modifications for Well Nos. 22 and 25, plus optional preparation of technical specifications and construction management services for potential well screen modifications, as requested by the City of Avondale (City).

Again, we sincerely appreciate the opportunity to serve the City with its ongoing groundwater resource development needs.

Respectfully submitted,

AMEC Earth & Environmental, Inc.

Chris J. Courtney, R.G.
Senior Hydrogeologist

Reviewed by:

Ed Latimer, PhD, P.E.
Technical Director, Water Resources

cc: City of Avondale
Barbara Kirkland (1)
Mike Smith (1)

G:\Water Resources\Proposals\2008 Proposals\PW08-10-01 Avondale Isolated Pump Testing Well 25\Rev 2\SOW_well 25 packer-pump testing Rev 2.doc

AMEC Earth & Environmental, Inc.
1405 West Auto Drive
Tempe, Arizona 85284-1016
Tel: (480) 940-2320
Fax: (480) 785-0970
www.amec.com

1.0 INTRODUCTION

As discussed during our meeting held on August 27, 2008, the City is considering swaging (blanking off) a portion of the upper screen interval in Well No. 22 and Well No. 25 due to nitrate concentrations in both wells which meet or exceed to National Primary Drinking Water Standard of 10 milligrams per Liter (mg/L). Since it cannot be accurately predicted what the resultant nitrate concentrations would be by swaging of any given portion of screen in the wells (along with predictions in loss of well production and well efficiency), AMEC has prepared this proposal to conduct a water quality analysis using a testing method that will mimic, as best as feasibly possible, the permanent swaging of well screen.

Figure 1 and Figure 2 present schematic drawings of Well No. 22 and Well No. 25, respectively, with the proposed temporary sampling equipment. AMEC proposes to install a series of swab discs that will be approximately the same diameter as the inside diameter of the well screen. (*Note: these are the same swab discs that are used for typical well development*). The swab discs will be placed on the test pump column pipe with the lowermost disc placed at the targeted depth to be evaluated for swaging. The column pipe will be fitted with a test pump placed in the blank section of casing between the upper and lower section of screen to allow for the collection of groundwater samples for nitrate analysis and other constituents of concern.

Because the wells are constructed with a continuous layer of filter pack across the entire length of screen (see Figures 3 and 4), the proposed testing activities (nor any of those currently available) will not completely eliminate the flow of groundwater into the well below the swab discs (as illustrated by the blue arrows on Figures 1 and 2). The swab discs will; however, mitigate direct flow of groundwater from the well annulus into the well screen above the swab discs (as illustrated by the red arrows on Figures 1 and 2). The proposed testing is intended to mimic, as best as feasibly possible, the permanent swaging of screen and will provide the City with “real-time” water quality data (and production loss data) that will enable more informed decisions regarding potential future screen modifications and final pump design for Well Nos. 22 and 25.

2.0 SCOPE OF WORK

The proposed scope of work consists of the following three (3) tasks (*Note: Tasks 2.0 and 3.0 are optional pending the results obtained from Task 1.0):*

- Task 1.0 – Isolated Screen Pump Testing
- Task 2.0 (Optional) – Well Screen Modification Services
- Task 3.0 (Optional) – 24-Hour Constant Rate Aquifer Testing

The data obtained from the testing at Well Nos. 22 and 25 will be evaluated to determine if permanent screen modifications should be made to the well. Therefore, Tasks 2.0 and 3.0 are presented in this scope of work as optional tasks pending the results obtained from the completion of Task 1.0.

Based upon our review of recently obtained pump subcontractor bids, **Duncan Pump**, located in Phoenix, Arizona, has been selected to conduct the proposed pump testing. Duncan Pump was selected based upon lowest bid and their recent experience conducting similar tests for large diameter production wells. Please note that AMEC also evaluated and obtained bids utilizing inflatable packers in lieu of rubber swab discs. However, this testing approach was eliminated due to its prohibitive costs and concerns regarding potential well screen damage due to packer inflation pressures. **Longmire Well Service** (Longmire) located in Wilcox, Arizona, was selected to perform the well screen modifications based upon price and past experience with well screen swaging. Longmire successfully completed the screen swaging at Avondale Well No. 21 (Del Rio Well) in January 2006. **Transwest Geochem** (Transwest), located in Phoenix, Arizona, was selected as the analytical laboratory to complete the proposed sampling analyses. The proposed scope of work is further described in the following sections.

Task 1.0 - Isolated Screen Pump Testing

This task involves conducting a pump test at various discharge rates, both with and without the temporary installation of swab discs. More specifically, a series of stacked rubber swab discs (approximately 6 to 7 feet in combined height) shall be placed in the upper portion of the top screen interval with the lowermost swab disc set at 340 feet below ground surface (bgs) for Well No. 22 and 360 feet bgs for Well No. 25 (see Figures 1 and 2). These depths were selected based upon nitrate concentrations of 14 mg/L obtained from the groundwater samples collected from 290 to 335 feet bgs during the pilot hole testing for Well No. 22 and from 303 to 343 feet bgs during the pilot hole testing for Well No. 25.

The discs will be placed on the pump column pipe. The pump column pipe will be equipped with a variable speed electrical submersible pump with the intake set in the middle of the blank pump chamber at 431 feet bgs. The pump will be capable of producing up to 1,200 gallons per minute (gpm). A manometer and a mechanical and/or digital flow meter with an accuracy of ±3 percent will be installed at the point of discharge to allow for the collection of instantaneous and totalized flow readings. During testing, AMEC will record water-level measurements and monitor electrical conductivity, sand content, pH, and temperature of the discharge water.

Duncan Pump will install up to 1,500 feet of temporary discharge piping at each Well No. 22 and Well No. 25 for the conveyance of well water to the Coldwater Golf Club and the Agua Fria River. Well No. 22 will discharge to the Coldwater Golf Club, which is located at the southwest corner of West Van Buren Street and North 119th Avenue (adjacent to golf course hole #8). AMEC will prepare an access agreement letter and obtain an authorized signature from a Coldwater Golf Club representative prior to discharging any water to the pond. AMEC will also notify Coldwater Golf Club a minimum of two (2) weeks prior to any discharge event. The discharge piping will remain in-place until a determination has been made on whether or not the 24-hour constant rate aquifer test is conducted (see Task 3.0). The discharge access agreement letter for this Task shall also include the anticipated discharge water from the 24-hour constant rate test. Well No. 25 will discharge to the Agua Fria River. For this, AMEC will prepare and submit to the Arizona Department of Environmental Quality (ADEQ) a *De Minimus*

General Permit No. AZG2004-001 and associated Best Management Plan (BMP) to comply with the Arizona Pollutant Discharge Elimination System (AZPDES) for discharges to ephemeral streams without Drinking Water Source (DWS) receiving waters. Laboratory costs associated with required monitoring for *E. coli* are included in this Task.

The wells will first be pumped without the swab discs installed, followed by a repeated test with them installed. The testing at each well shall consist of four 2-hour steps pumping at rates of 600, 800, 1,000, and 1,200 gpm. These rates may be adjusted pending drawdown encountered in the well. AMEC will collect groundwater samples at the end of each step and collect and record water level measurements from the wells' permanent sounding tubes using an electronic water level sounder. The groundwater samples will be sent to Transwest Geochem, located in Phoenix, Arizona, and analyzed for nitrate, arsenic, fluoride, and total dissolved solids (TDS) with a 72-hour turnaround time request. Costs for the laboratory analyses are included in this proposal.

The pump operator will be responsible for maintaining the discharge rate during each step to ±5 percent. The purpose of testing the wells before the swab discs are installed is to evaluate potential water quality variations at different pumping rates to assist with the permanent pump design. Following the end of the test, the wells will be allowed to recover until the groundwater elevation has returned to within 95 percent of the pre-pumping elevation, or until t/t' = 2 (where t = time since pumping began, and t' = time since pumping stopped), whichever occurs first. After the wells have sufficiently recovered, the step test will be repeated (four 2-hour steps) but with the temporary swab discs installed.

AMEC will prepare and submit a memorandum to the City summarizing the Well Nos. 22 and 25 testing results. The memorandum will include a presentation of the water quality and production loss results and provide recommendations on whether or not the well screen at either well should be modified.

Task 2.0 (Optional) - Well Screen Modification Services

If it is determined from completion of Task 1.0 that swaging the screen will be beneficial to lowering nitrate concentrations to acceptable concentrations, then AMEC shall prepare technical specifications and provide construction management services for the swaging of well screen at Well No. 22, Well No. 25, or both. The specifications will include the swage patch design and requirements for a pre-swage and post-swage color dual side scan well video. AMEC will assist Longmire with submitting all required documentation to ADWR and obtaining the required permits for the well modifications. Costs for swaging assume that Well No. 22 will be swaged from 302 feet bgs (top of the upper well screen) to 340 feet bgs (equivalent to the depth of the lowermost swab disc during swab disc pump testing), and that Well No. 25 will be swaged from 342 feet bgs to 360 feet bgs.

A revised as-built drawing of the wells will be included in the well completion reports.

Task 3.0 (Optional) - 24-Hour Constant Rate Aquifer Testing

This task involves conducting a continuous 24-hour long aquifer test followed by a water level recovery test. If Task 2.0 is completed, then Duncan Pump shall complete a 24-hour constant rate aquifer test for each well. This test is recommended in order to determine well drawdown, well efficiency, and specific capacity of the well, as they are expected to change due to the screen modifications. Data obtained from the new constant rate test will be used in designing the permanent pump and selecting the optimal long-term pumping rate.

The pumping rate for the 24-hour constant rate test will be determined from the results of the step test completed with the temporary installation of the swab disks (Task 1.0). The pump operator will be responsible for maintaining the discharge rate during each step to ±5 percent. The manometer and flow meters used for the step test (Task 1.0) shall be the same used for the 24-hour constant rate test. During testing, AMEC will record water-level measurements and monitor electrical conductivity, sand content, pH, and temperature of the discharge water. At the end of the constant rate test, AMEC will collect samples required for Arizona Department of Environmental Quality (ADEQ) New Source Water Approval for drinking water wells and submit them to Transwest for analyses. Costs for the laboratory analyses are included in this proposal.

Immediately following the constant rate test, AMEC will collect water level recovery readings. Water level measurements during the recovery test will continue to be collected until the groundwater elevation has returned to within 95 percent of the pre-pumping elevation, or when t/t' = 2, whichever occurs first.

The results of the 24-hour constant rate aquifer test, including the final pumping rate recommendation, will be included in the well completion reports.

3.0 ASSUMPTIONS

AMEC will contract directly with Duncan Pump, Longmire, and Transwest for the work described herein. Costs for all subcontractor fees are included in our fee estimate (see Section 4.0)

Discharge water from Well 22 will be allowed to be discharged into Coldwater golf course detention ponds.

Discharge water from Well 25 will be allowed to be discharged directly to the Agua Fria River under the AZPDES De-Minimus General Permit.

Schedule assumes that only one well will be undergoing an aquifer test or well modification at any given time.

4.0 FEES AND SCHEDULE

Our time and materials fee to complete the proposed scope of work is **$149,391**. AMEC's fee estimate is based on our understanding of the study area and the detailed scope of work presented herein. This includes all applicable AMEC labor and incidentals, subcontractor costs, plus ODC and subcontractor markup fee of nine percent. The following table provides a breakdown of AMEC fees and subcontractor fees to complete this scope of work.

Task No and Description		**AMEC Labor**	**AMEC ODCs**	**Subcontractor Cost***	**Total Cost**
1	Isolated Screen Pump Testing	$ 12,420	$ 1,906	$ 59,470	$ 73,796
2	Well Screen Modification Services Rate	$ 7,360	$ 2,128	$ 28,449	$ 37,937
3	24-Hour Constant Aquifer Testing	$ 13,760	$ 1,628	$ 20,258	$ 35,646
6% Administrative Recovery Fee		---	$ 2,012	---	$ 2,012
Subtotals		$ 33,540	$ 7,674	$ 108,177	**$149,391**

*Includes 9% markup.

AMEC is prepared to begin this scope of work immediately. The estimated time to complete each Task is provided below and does not include subcontractor availability:

- Task 1.0 – Isolated Screen Pump Testing: **One (1) week**
- Task 2.0 (Optional) – Well Screen Modification Services: **One (1) week**
- Task 3.0 (Optional) – 24-Hour Constant Rate Aquifer Testing: **One (1) week**

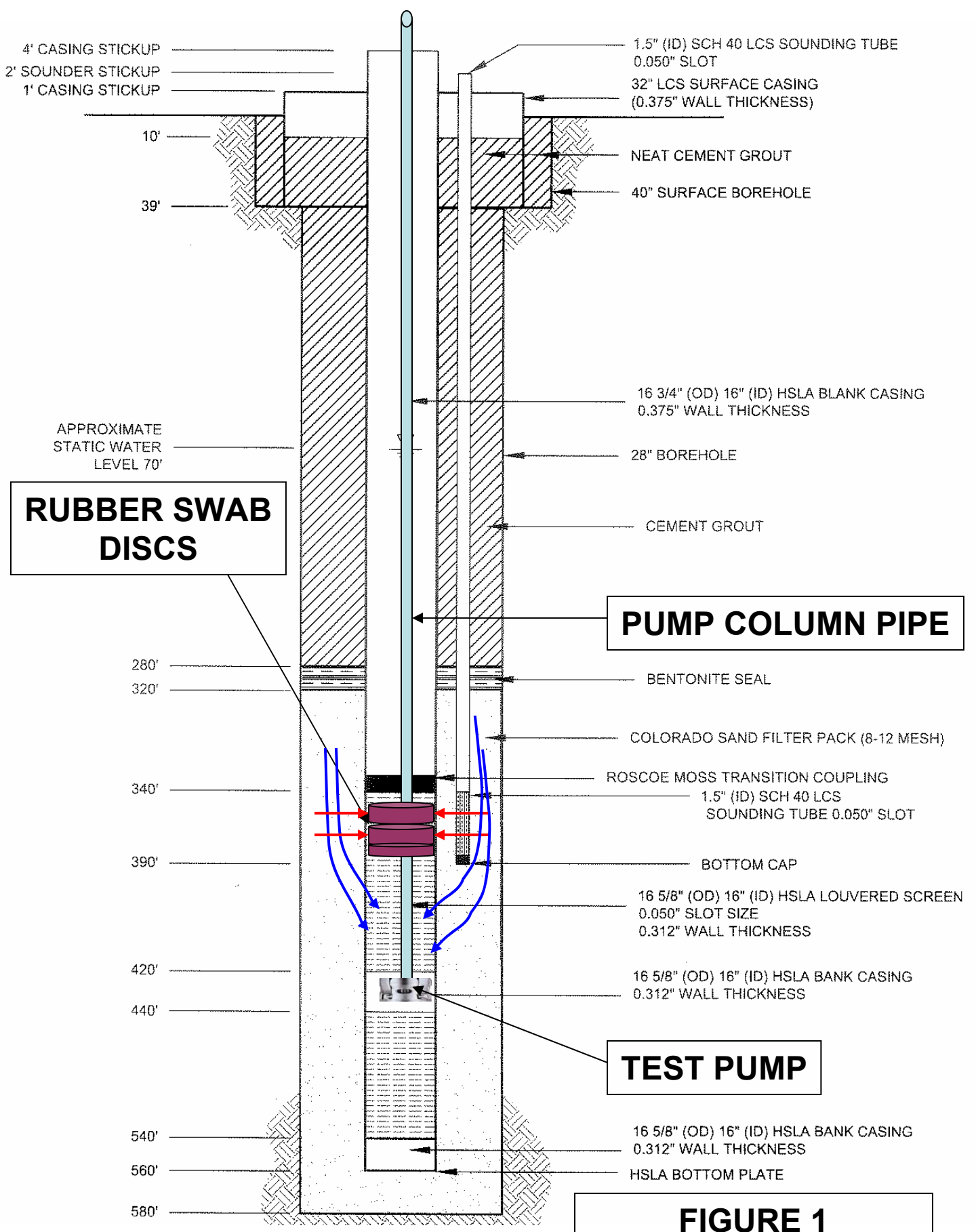


FIGURE 1

Well 22 – Proposed Temporary Sampling Schematic

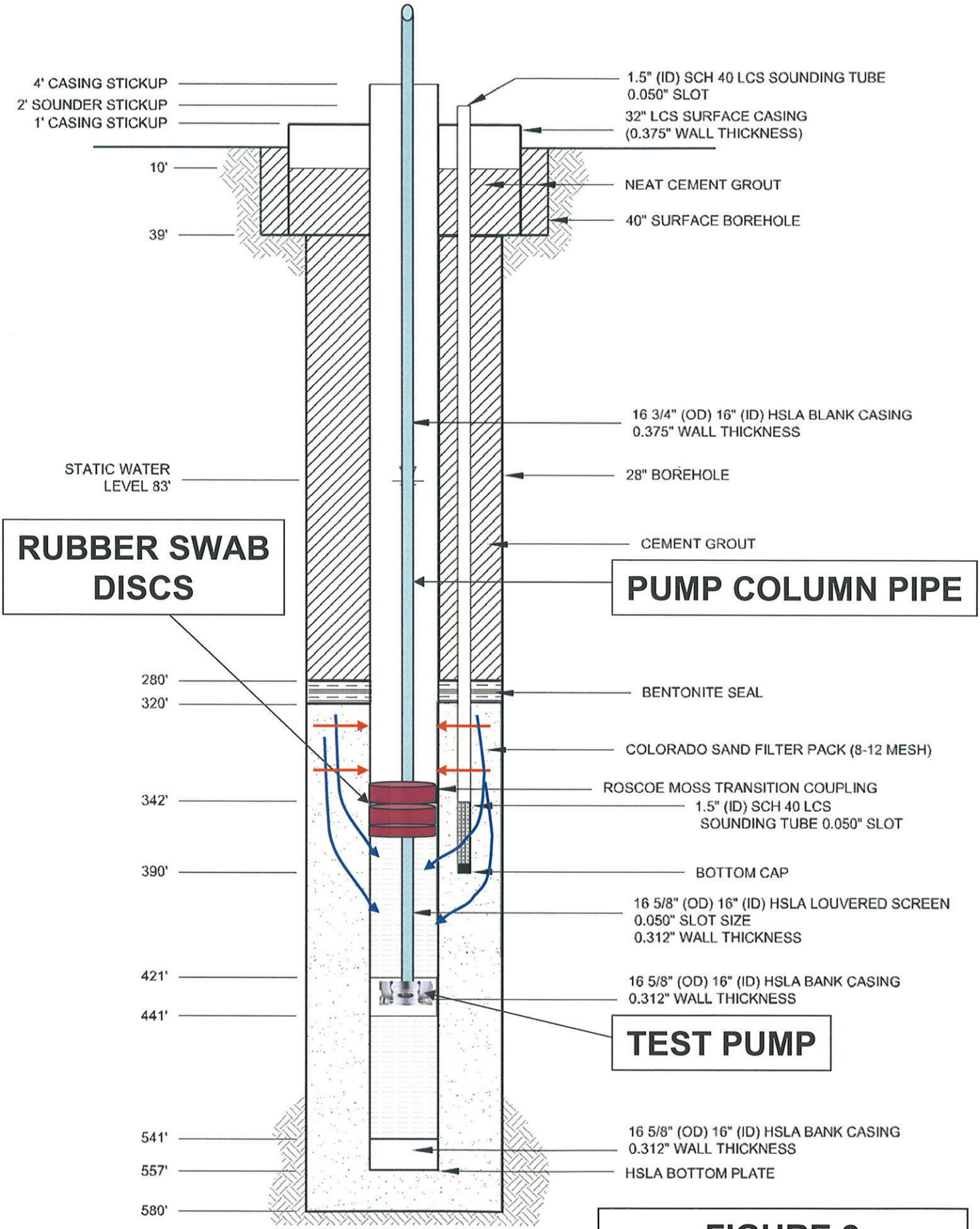
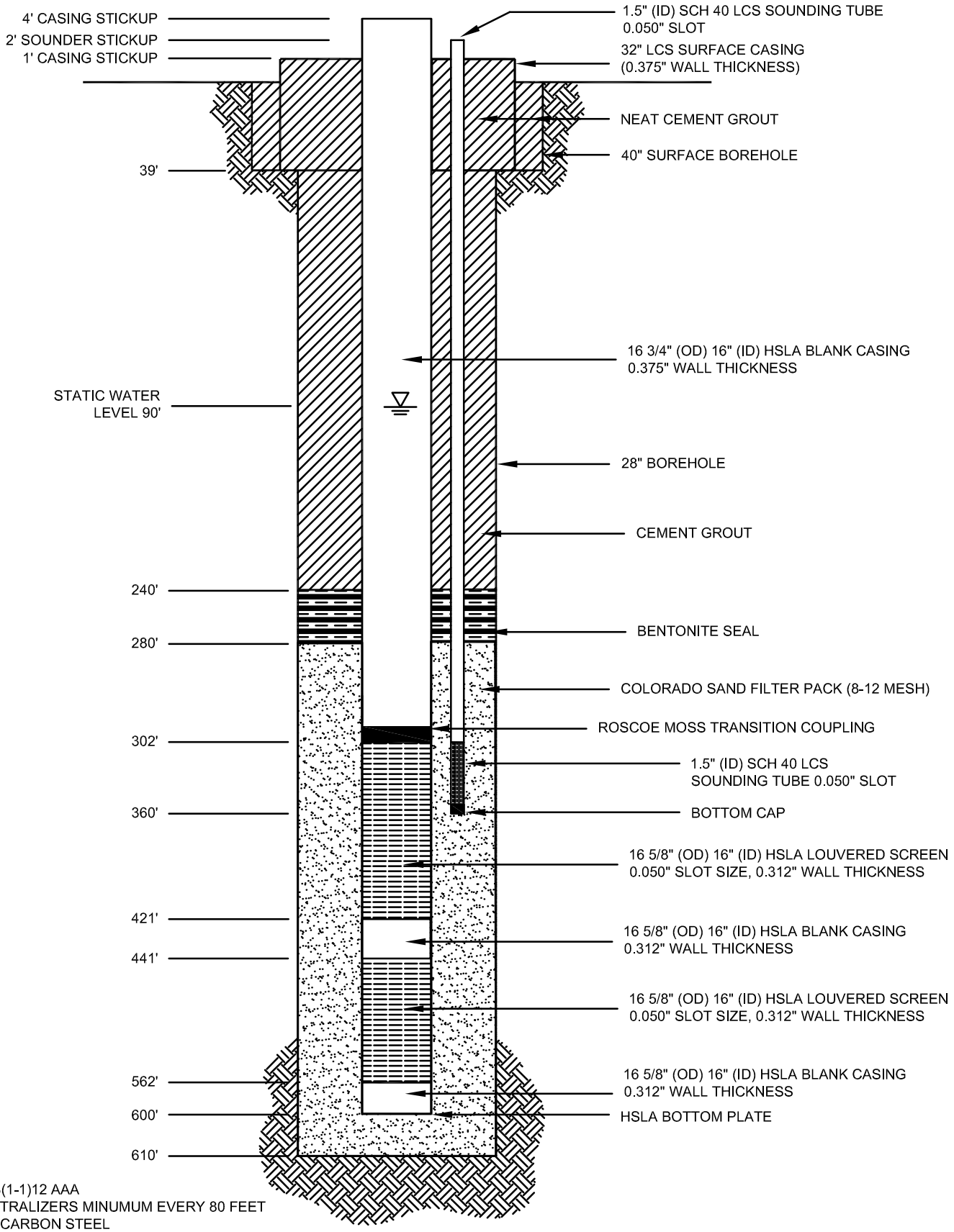


FIGURE 2

Well 25 – Proposed Temporary Sampling Schematic



LOCATION: B(1-1)12 AAA
CASING CENTRALIZERS MINUMUM EVERY 80 FEET
LCS = LOW-CARBON STEEL
HSLA = HIGH STRENGTH, LOW ALLOY STEEL

JOB NO. 7-115-005010	FINAL AS-BUILT AVONDALE WELL NO. 22	amec
DESIGN: AMS		
DRAWN: VF		
DATE: 8/2008	CITY OF AVONDALE MARICOPA COUNTY, ARIZONA	FIGURE 3
SCALE: N.T.S.		

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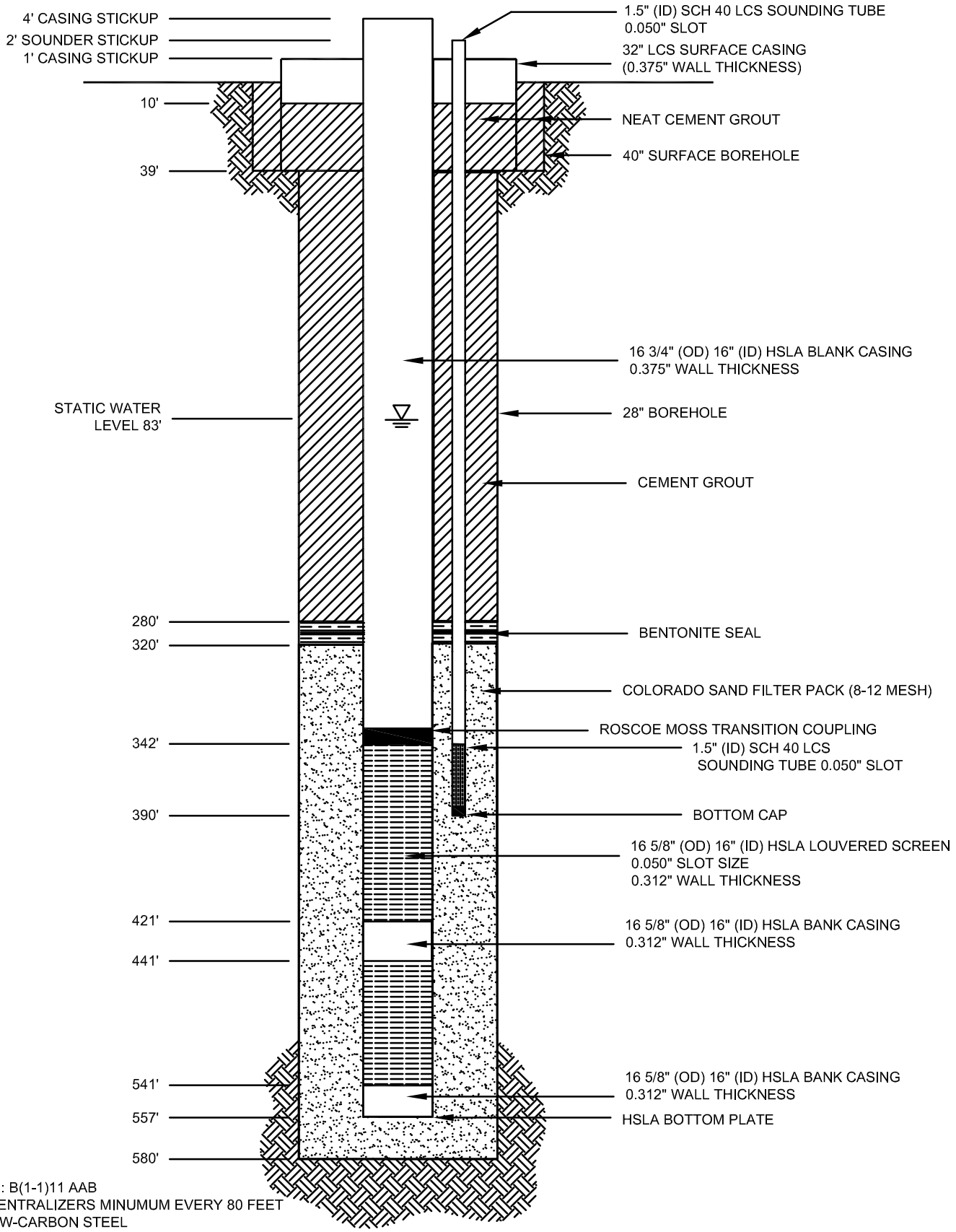

LOCATION: B(1-1)11 AAB
CASING CENTRALIZERS MINUMUM EVERY 80 FEET
LCS = LOW-CARBON STEEL
HSLA = HIGH STRENGTH, LOW ALLOY STEEL

JOB NO.	7-115-005010
DESIGN:	AMS
DRAWN:	VF
DATE:	8/2008
SCALE:	N.T.S.

FINAL AS-BUILT
AVONDALE WELL NO. 25

CITY OF AVONDALE
MARICOPA COUNTY, ARIZONA

FIGURE
4

amec

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CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement – Ritoch-Powell & Associates- Roadway Improvement Project - Phoenix Children's Hospital

MEETING DATE:
November 3, 2008

TO: Mayor and Council

FROM: Sue McDermott, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and City Council approve a Professional Services Agreement with Ritoch-Powell & Associates to provide design services for the McDowell Road improvements in the amount of $140,962.20, authorize the transfer of $140,962.20 from Street Fund Line Item 304-1021-00-8200, Dysart Road-Buckeye/Lower Buckeye to a newly created line item for the McDowell Road Roadway Improvement Project (Phoenix Children's Hospital-PCH), and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

At the October 20, 2008 meeting, the City Council approved a rezoning and site plan for the Phoenix Children's Hospital property located at the northeast corner of McDowell Road and Avondale Boulevard (see attached Vicinity Map). The City Council stipulated a number of items with the site plan approval including certain off-site improvements on McDowell Road and Avondale Boulevard. Staff has determined that it is in the City's best interest to complete the off-site improvements on McDowell Road as a Capital Improvement Project managed by the Engineering Department.

Staff requested a cost proposal from Ritoch-Powell & Associates. On October 23, 2008 a proposal was received in the amount of $140,962.20.

DISCUSSION:

Both McDowell Road and Avondale Boulevard are designated arterial roadways. Proposed improvements include widening the north half of McDowell Road in order to accommodate three (3) eastbound lanes, three westbound lanes, a dedicated right turn lane (eastbound to northbound), and dual left turn lanes (westbound to southbound). Improvements will match the existing lane configurations west of the intersection. The newly paved sections on the north side of McDowell Road will include curb, gutter, sidewalk, and one (1) driveway entrance.

The scope of services for this project includes:

- Design Survey
- Roadway Design
- Geometric Analysis and Design
- Lighting Analysis and Design
- Traffic Signal Design
- Drainage Analysis and Design

- Landscape & Irrigation Design
- Utility locating Services
- Utility Coordination Services
- Legal Description, Specifications, and Estimates
- Construction Plans

SELECTION PROCESS:

Staff reviewed a list of pre-qualified firms and found Ritoch-Powell & Associates to be the best qualified firm to provide engineering design consulting services for this project. Staff contacted references and found that Ritoch-Powell & Associates is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Ritoch-Powell & Associates provided a scope of work and fee for engineering services for the delivery of plans, specifications, and an engineer's estimate for the McDowell Road improvements which was negotiated by staff resulting in a contract fee of $140,962.20 (see attached).

SCHEDULE:

Listed below is the tentative schedule for design and construction:

Design:
Notice-to-Proceed – November 04, 2008
Final Design – March 09, 2009

Construction:
Bid Award – May 2009
Begin Construction – June 2009
End Construction – November 2009

BUDGETARY IMPACT:

The current approved CIP does not include funding for this project. Staff proposes to fund the design forthe McDowell Road improvements(Phoenix Children's Hospital off-site improvements and as outlined in the Reimbursement Agreement) by transferring $140,962.20from Street Fund Line Item 304-1021-00-8200, Dysart Road-Buckeye/Lower Buckeye to a newly created line item for the McDowell Road Roadway Improvement Project (Phoenix Children's Hospital-PCH). A Reimbursement Agreement will be brought to Council in the near future whereby Phoenix Childrens Hopital will reimburse the city for the cost of improvements on McDowell Road relating to their project.

RECOMMENDATION:

Staff recommends that the Mayor and City Council approve a Professional Services Agreement with Ritoch-Powell & Associates to provide design services for the McDowell Road improvements in the amount of $140,962.20, authorize the transfer of $140,962.20 from Street Fund Line Item 304-1021-00-8200, Dysart Road-Buckeye/Lower Buckeye to a newly created line item for the McDowell Road Roadway Improvement Project (Phoenix Children's Hospital-PCH), and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

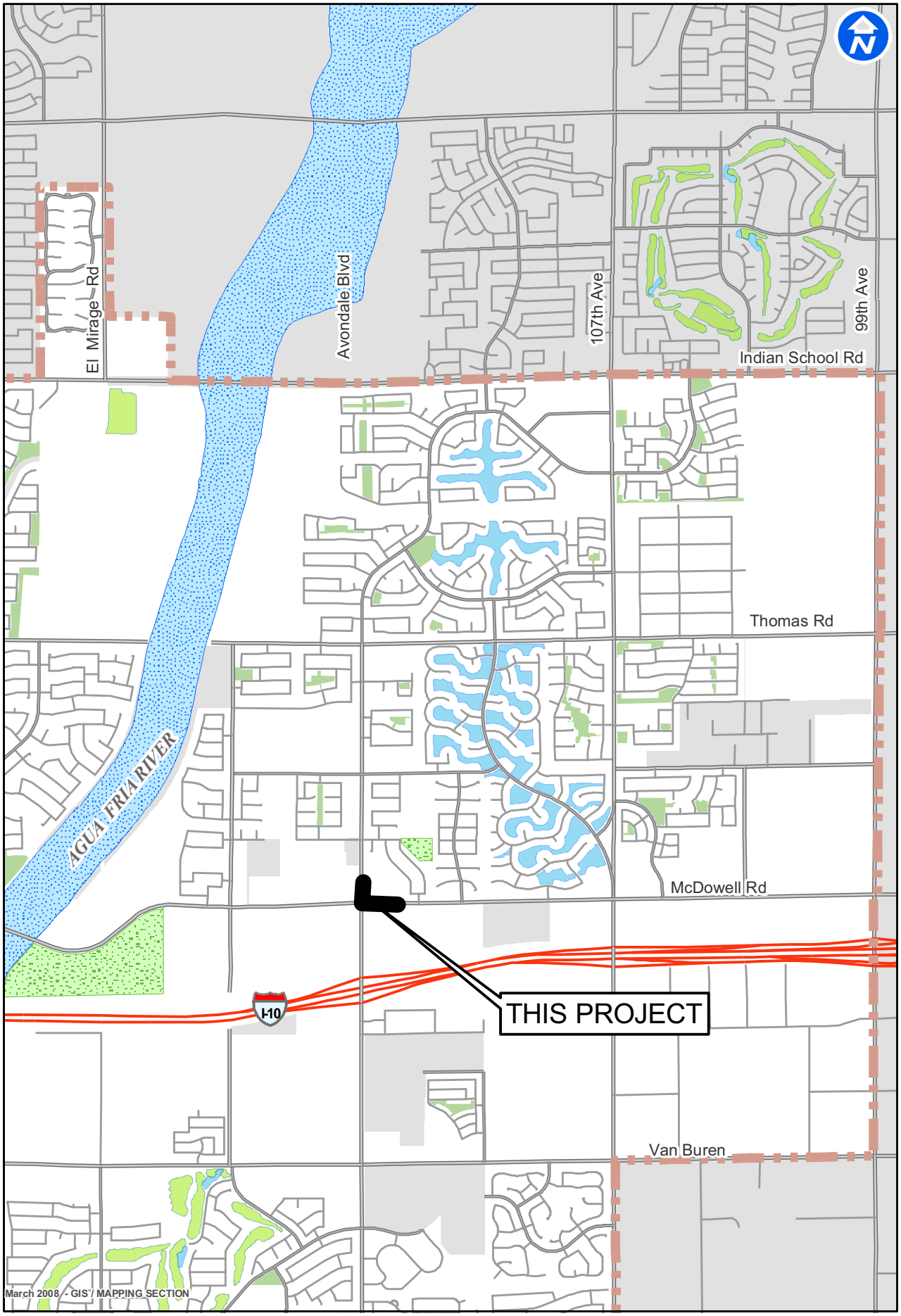
ATTACHMENTS:

Click to download

- Vicinity Map
- PSA - Part 1
- PSA - Part 2
- PSA - Part 3

PSA - Part 4

VICINITY MAP



CITY OF AVONDALE

Phoenix Children's Hospital

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
RITOCH-POWELL & ASSOCIATES
CONSULTING ENGINEERS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of November 3, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Ritoch-Powell & Associates Consulting Engineers, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, EN 08-017 "Request for Statements of Qualifications for FY 2008/2009 Professional Consultants Selection List" as modified on April 1, 2008 by that certain Addendum No.1 (collectively the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant responded to the RFQ (the "Consultant's Response"), a copy of which is attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for providing design services McDowell Road and Avondale Boulevard improvements primarily, but not limited to, the frontage of the proposed Children's Hospital that will be located on the northeast corner of Avondale Boulevard and McDowell Road in Avondale, Arizona (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 June 30, 2009.

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

3. Compensation. The City shall pay Consultant a price not to exceed $140,962.20 for the Services as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices

shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. 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. 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.

g. 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.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors 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 any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance 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. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies 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. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing a contract number will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) 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 and a copy of the declaration page(s) of the insurance policies 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 Street, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: (602) 340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	Ritoch-Powell & Associates Consulting Engineers, Inc. 3800 North Central Avenue, Suite 605 Phoenix, Arizona 85012 Facsimile: (602) 277-6286 Attn: Karl G. Obergh, P.E., Principal

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 subsection. 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 Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business

operation in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Consultant's response to the RFQ, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

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

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

"**Consultant**"

RITOCH-POWELL & ASSOCIATES CONSULTING ENGINEERS, INC., an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008, by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008, by _____ as _____ of RITOCH-POWELL & ASSOCIATES CONSULTING ENGINEERS, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
RITOCH-POWELL & ASSOCIATES
CONSULTING ENGINEERS, INC.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**EN 08-017**
Solicitation Title:	**FY 2008/2009 Professional Consultants Selection List**
Release Date:	**March 25, 2008**
Final Date for Inquires and Place to Send Inquiries	**April 4, 2008** Charles Andrews, P.E., Senior Project Manager City of Avondale Engineering Dept. 11465 West Civic Center Drive, Suite 120 Avondale, Arizona 85323 OR candrews@avondale.org
SOQs Due Date, Time and Location:	**April 16, 2008** **3:00 p.m.** (local time, Phoenix, Arizona) City of Avondale 11465 West Civic Center Drive, Suite 200 Avondale, Arizona 85323-6804
Letters to Final Listed Firms:	**June 30, 2008**
City Representatives:	**Charles Andrews** **candrews@avondale.org** **623-333-4200** **Mary Rogers** **mrogers@avondale.org** **623-333-2200**

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I. INTRODUCTION

1. Purpose. The City of Avondale (the "City") is seeking Statements of Qualification ("SOQ") from professional consulting engineering firms ("Vendors") to be considered for a Professional Consultants Selection List aimed at capital improvement projects during the 2008/2009 and 2009/2010 Fiscal Years. Only Vendors capable of providing the requested discipline category of professional services will receive consideration. Qualified Vendors are invited to submit SOQs.

2. Discipline Categories of Projects. During Fiscal Years 2008/2009 and 2009/2010, the City plans to contract for professional services specific projects within the 16 (sixteen) different discipline categories of projects listed below. The scope of work for these specific projects may include studies, site investigations, planning, preliminary design concepts, and contract document development (preparing detailed plans, schedules, designs, assembly of specifications and reports). Project duties may also involve budget estimating, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration and presentations at public meetings. Please note, all projects involving the preparation of design plans and specifications require the design plans and specifications to be sealed by a Professional registered in the State of Arizona.

The Professional Consultants Selection List discipline categories are:

- Water Distribution System – Feasibility studies, wells, distribution systems, pump stations, storage facilities and treatment plants.

- Wastewater Systems – Studies, collection and disposal system designs, treatment plants and lift stations.

- Transportation Engineering – Roadway improvement projects, master plans, transportation planning, traffic calming projects and intersection designs.

- Traffic Engineering – Speed, volume and classification studies, traffic signal warrant studies, other traffic engineering and traffic control studies (such as All-way STOP warrant studies), pedestrian & bicycle studies, Safe Routes to School plans, school crosswalk studies, traffic signal design, traffic control design such as signing and pavement marking, traffic crash analysis, design of safety improvement projects, design of bike lane/transit/crosswalk facilities, street lights, and Intelligent Transportation Systems (ITS such as Traffic Operations Center design, variable message signs, fiber optic and conduit design, and Wireless Advanced Traffic Management Systems).

- Surveying - Including topographic surveys, boundary surveys, construction staking, as-built surveys, right-of-way and easement investigation, ALTA and preparation of legal descriptions.

- Hydrology/Hydraulic Projects – Master plans, hydrology studies and designing storm water drainage facilities.

- Plan Review Services – Includes plan review of subdivision plats, residential and commercial developments, construction plans for water, sewer, paving, drainage, street/traffic lights and grading.

- Landscape Architect – Master plans, conceptual planning, site designs, parks and community facilities, streetscapes, sidewalks, bicycle and pedestrian pathway design, scenery planting and irrigation.

- Hydrogeological Engineering – Provide aquifer impact and well feasibility studies. Ability to provide well abandonment services. Design of wells; provide construction inspection/observation services during the drilling of new or replacement wells.

- GIS Programs – Services to support Geographic Information Systems Programs including: data collection and development, map compilation, transformation and systems integration.

- Geotechnical and Environmental **-** Geotechnical engineering, pavement design, materials sampling and testing, pavement evaluation, design recommendations and specifications. Environmental site assessments, compliance audits, risk evaluations and recommendations.

- Foundation and Structural Design - To include load calculations and recommendations for construction of retaining walls, steel reinforced concrete structures, small buildings, and vehicular and pedestrian bridges.

- Electrical Design and Supervisory Control and Data Acquisition (SCADA) Programming - Provide design and inspection services for electric power supply, control systems and equipment specifications. Design and programming of local SCADA systems, PLC programming, and telemetry.

- Construction Management – Provide Construction Management at Risk (CMAR) and Design Build process management or construction administration and inspection services, such as estimation, bid document preparation, QA/QC services, shop drawing review, and post design services.

- Architect - Planning, renovation, interior and exterior design and construction management of small public building projects.

- Improvement District Administration – Qualifications will be considered from Vendors who are well established in this field, who are financially responsible and who have the resources and ability to provide the services requested in a professional and timely manner. Improvement District infrastructure improvements include, but are not limited to, roadway, water, wastewater, drainage systems, parks and other types of infrastructure.

II. STATEMENT OF QUALIFICATIONS REQUIREMENTS

1. Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Professional Consultants Selection Lists for Fiscal Year 2008/2009 and 2009/2010 outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

a. Interested parties must submit **one (1) original** and **eight (8) copies** (nine (9) total submittals) of the SOQ.

b. The SOQ shall be submitted with a cover letter with an original ink signature by a person authorized to bind the Vendor. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in original ink by the authorized person signing the SOQ.

c. The SOQ shall be a maximum of 15 pages to address the SOQ criteria (excluding résumés and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule, a discipline category/staffing matrix, or organizational chart and only having criteria information on one side. The cover letter, cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. The minimum allowable font for the SOQ is **11 pt**.

d. All Vendors shall (i) examine the entire RFQ, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a SOQ and (iv) submit the entire SOQ by the official Due Date and Time. Negligence in preparing a SOQ confers no right of withdrawal after the SOQ Due Date and Time.

e. All SOQs shall be sealed and clearly marked with the SOQ title and number**, FY 2008/2009 Professional Consultants Selection List (EN 08-017)**, on the lower left hand corner of the sealed mailing envelope. A return address must also appear on the outside of the sealed SOQ. The City is not responsible fore the pre-opening of, post-opening of, or the failure to open, any SOQs not properly addressed or identified.

f. All SOQs shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the time and date indicated on the cover page of this RFQ.

g. Telegraphic (facsimile), electronic (email) or mailgram SOQs will not be considered.

2. Irregular or Non-responsive SOQ. The City will consider as "irregular" or "non-responsive" and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

3. Inquiries. Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing by the date indicated on the cover page of this RFQ. Any correspondence related to the RFQ shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFQ number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed SOQ and may not be opened until after the Due Date and Time.

4. Late SOQs. Late SOQs will not be considered, except as provided by the City Procurement Code. A Vendor submitting a late SOQ shall be so notified.

5. Withdrawal of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may withdraw its SOQ. Facsimile, electronic (email) or mailgram SOQ withdrawals will not be considered.

6. Amendment of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may amend its SOQ. Facsimile, electronic (email) or mailgram SOQ amendments will not be considered.

7. Cost of SOQ Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. SOQs submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

8. Offer. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ and the Vendor's responsive SOQ, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form included herein.

9. Public Record. All SOQs shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

10. Confidential Information.

a. If a Vendor believes that a SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified.

b. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination.

c. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld.

d. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

11. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the SOQ.

12. Certification. By submitting a SOQ, the Vendor certifies:

a. The submission of the SOQ did not involve collusion or other anti-competitive practices.

b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. Failure to sign the SOQ, or signing it with a false statement, shall void the submitted SOQ and any resulting Agreement.

d. It (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 3, Inquiries, above.

e. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached Professional Service Agreement including the Exhibits.

13. Protests. Any Bidder may protest this RFQ issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

III. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule on the cover page of this RFQ. Upon receipt of an SOQ, each submittal will be reviewed for compliance with the submittal requirements by the Selection Committee. SOQs shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. Up to ten (10) of the highest rated professional consultants from each discipline category will be selected for inclusion on the Professional Consultants Selection shortlist.

These Professional Consultant Selection shortlists will be used to invite Vendors to submit proposals to provide professional services on specific project assignments. The City reserves the right to conduct formal interviews with selected Vendors depending upon the size and complexity of the specific project. The final Professional Consultant Selection List will be used by the City for at least one year and at the discretion of the City Manager for a second consecutive year.

For large or complex projects or for very specialized work, the City may use a separate Request for Proposals or Request for Qualifications process.

All processes will be conducted in accordance with ARIZ. REV. STAT. Title 34.

Section 1: General Factors and Compliance 10 pts

a. One page cover letter as described in Section II, 1(b) addressed to Charles Andrews, Senior Project Manager.

b. Completed Discipline Specialty Check List – Please ONLY check the discipline category(ies) for which you are particularly qualified, fully addressed and desire to be considered.

c. Title sheet with the following information:
   1. Title: Statement of Interest to provide Professional Services for Capital Improvement Projects for the 2008/2009 and 2009/2010 Fiscal Years.
   2. Submitted to: City of Avondale City Clerk
   3. Submittal date: April 16, 2008 (local time, Phoenix, Arizona)

4. Submitted by: Engineering firm or Individual (submitting) include address, contract person and telephone number.

d. Provide a statement regarding the following:

1. Your firm's familiarity and intention to comply with City's insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein. A copy of the City's "Notice of Request for Proposal" which includes standard contract provisions, terms and conditions is available upon request.

2. Your firm's design philosophy and approach to developing sound engineering recommendations and your approach to problem resolution.

e. Vendor Information Form shall be attached as separate appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 2: Vendor's relevant experience, availability and capability 50 pts

a. Provide a brief description of the firm including the number and types of personnel who would serve on projects.

b. Provide a list of relevant projects in which the firm had a significant contribution with an emphasis on local experience. Include references and telephone numbers of clients familiar with the projects.

c. Provide a general description of the company that is proposing to provide the required services. Explain the legal organization of the company.

d. Provide identification information of your firm. Include the legal name, address and legal form of the firm (e.g., partnership, corporation, joint venture, sole proprietorship). If a join venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the firm is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the SOQ.

e. Identify the location of the firm's principal office and the local work office, if different.

Section 3: Personnel qualification and pertinent experience 35 pts

a. Provide the firm's general or specific experience pertaining to the Professional Consultant Selection List discipline category(ies) the firm desires to be considered for.

b. Provide a matrix listing all categories within the discipline for which the firm is qualified to provide services and identify the participating staff/key personnel. Include a matrix listing for all subcontractors.

c. Provide certifications, licenses and memberships in professional associations, societies or boards.

d. Provide a résumé for the personnel who will serve in key positions for projects, including specific experience for each person on relevant projects, the number of years the personnel has been with the present firm and the total years of experience. Résumés shall be limited to two pages per résumé. Résumés shall be attached as an appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 4: Disadvantaged Business Enterprise preference 5 pts

It is the policy of the city that disadvantaged business enterprises (DBE) shall have the opportunity to participate to the maximum extent feasible in all required aspects of procurement and contracting in accordance with applicable statutes, regulations, and executive orders (Ord. No. 588, 5-15-95). Qualifying DBE shall indicate their status with a statement in the cover letter.

A "disadvantaged business enterprise (DBE)" is defined as a business at least fifty-one (51%) of which is owned, operated and controlled by minority group members, or in the case of publicly owned businesses, at least fifty-one (51%) percent of the stock of which is owned, operated and controlled by minority group members. "Minority group members" are defined as Blacks, Hispanics, Asian Americans, Native Americans, Alaskan Natives, or women, regardless of race or nationality. A "small business" is defined under Small Business Administration (SBA) section 8(a) rules.

Total Possible Points for SOQ Submittal: 100

IV. AWARD OF AGREEMENT

1. Award of Agreement. The selected Vendor from the Professional Consultants Selection List for each specific project will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFQ. If the City is unsuccessful in negotiating an Agreement with the highest-scoring firm, the City may then negotiate with the second, then third, highest-scoring firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

2. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all SOQs or portions thereof and (iii) reissue an RFQ.

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm _____

Address _____

City _____ State _____ Zip _____

Contact Name: _____

Title: _____

Telephone _____ Fax _____

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

_____ Water Distribution System

_____ Wastewater Systems

_____ Transportation Engineering

_____ Traffic Engineering

_____ Surveying

_____ Hydrology/Hydraulic Projects

_____ Plan Review Services

_____ Landscape Architects

_____ Hydrogeological Engineering

_____ GIS Programs

_____ Geotechnical and Environmental Engineering

_____ Foundations & Structural Design

_____ Electrical & SCADA Programming

_____ Construction Management

_____ Architects

_____ Improvement District Administration

VI. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

FIRM SUBMITTING SOQ	FEDERAL TAX ID NUMBER
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
ADDRESS	TELEPHONE FAX #
CITY STATE ZIP	DATE
WEB SITE: _____	EMAIL ADDRESS: _____

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

If yes, please provide details and documentation of the certification.

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Date: April 1, 2008

From: Mary Rogers, Buyer

Subject: Addendum No. 1 to the Request for Statements of Qualifications, FY 2008/2009 Professional Consultants Selection List (EN08-017)

Due Date and Time: **April 16, 2008**, 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Statements of Qualifications documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted SOQ. Failure to do so may subject the Vendor to disqualification.

This Addendum No. 1 consists of modifications to Section B(III), Request for Statements of Qualifications Format; Scoring.

ADDENDUM

1. Section B(III), Page 5, Section 1: General Factors and Compliance, subsection d(1), is hereby amended to read as follows:

   d. Provide a statement regarding the following:

      1. Your firm's familiarity and capability of compliance with City's standard insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein.

2. Section B(III), Page 5, Section 3: Personnel qualification and pertinent experience, is hereby amended to read as follows:

Section 3: Personnel qualification and pertinent experience 40 pts

3. Section B(III), Page 6, Section 4: Disadvantaged Business Enterprise preference, is hereby deleted in its entirety.

***

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

_____, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

_____, _____2008
Signed Date

_____
Print Name

_____
Title

_____
Company Name

_____
Address

_____
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
RITOCH-POWELL & ASSOCIATES
CONSULTING ENGINEERS, INC.

[Consultant's Response to the RFQ]

See following pages.

RITOCH-POWELL
& ASSOCIATES

3800 N. Central Avenue, Suite 605
Phoenix, Arizona 85012
o: 602.263.1177 • f: 602.277.6286
www.ritochpowell.com

April 16, 2008

Charles Andrews, PE, Senior Project Manager
CITY OF AVONDALE
Engineering Department
11465 West Civic Center Drive, Suite 120
Avondale, Arizona 85323

RE: **Statement of Qualifications:**
FY 2008/2009 Professional Consultant Selection List
EN 08-017

Dear Selection Panel:

RITOCH-POWELL & ASSOCIATES (RPA) is a firm of practical, analytical and creative civil engineers and surveyors who want to demonstrate to the City of Avondale our capabilities as a design team. We are proud of our reputation, our staff, our management, our capabilities and the team members identified in this Statement of Qualification. RPA is "*An Arizona Firm Devoted to Arizona First*". We have been providing survey, civil engineering design and construction inspection services in Arizona since 1978.

We are providing a team that combines technical experience and unsurpassable capabilities to meet project schedule and deliverable requirements *on-time and within budget*. This team understands schedules, administrative procedures and *cost estimates*. RPA will provide the City with a *reliable cost estimate* for the on-call projects and a schedule that outlines project development that meets the City's desired construction start date; we will work with the City to ensure the scope fits the budget and any funding that has been acquired. Our team can provide City of Avondale with all the administrative, engineering and management services required for your studies, site investigations, planning, preliminary design concepts, engineering design, master plans and improvement district administration and construction administrative services. Our Project Managers know their role – ensure the RPA team provides engineering excellence that meets our scope and City of Avondale's requirements. Our principals know their role – provide adequate staff with technical excellence and accountable productivity to meet our Project Manager requirements. It all adds up – a positive impact on your community

RPA has completed more than 400 miles of roadway, street, drainage and utility design throughout Arizona, thus allowing us to be extensively familiar with project coordination, schedules and cost control procedures. We offer the City an engineering team experienced in project management, Water Distribution System, Wastewater Systems, Transportation Engineering, Surveying, Hydrology/Hydraulic Projects, Plan Review Services, Improvement District Administration, Construction Management and AutoCAD drafting, and the know-how for the coordination of City projects. RPA's design team would be geared for each project requirements.

RPA continues to build a reputation of quality products, engineering excellence, cost conformance and accurate estimating. Being part of your FY '08/'09 Professional Consultant Selection will allow us to demonstrate our individual capabilities to specifically address your needs. *Our reputation for integrity, honesty and diligence has promoted staff growth, business success and increased recognition from our clients.* We are prepared to do the same for the City of Avondale.

Respectfully yours,
RITOCH-POWELL & ASSOCIATES

Karl G. Obergh, P.E.
President

VI. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Ritoch-Powell & Associates
FIRM SUBMITTING SOQ

86-0392527
FEDERAL TAX ID NUMBER

Karl Obergh/President
PRINTED NAME AND TITLE

President
AUTHORIZED SIGNATURE

3800 North Central Avenue
Suite 605
ADDRESS

(602) 263-1177 (602) 277-6286
TELEPHONE FAX #

Phoenix, AZ 85012
CITY STATE ZIP

April 16, 2008
DATE

WEB SITE: www.ritochpowell.com

EMAIL ADDRESS: kobergh@ritochpowell.com

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

If yes, please provide details and documentation of the certification.

SECTION 1. GENERAL FACTORS AND COMPLIANCE:

C: Title Sheet

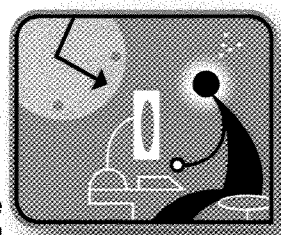
TITLE:	Statement of Interest to Provide Services for Capital Improvement Projects for 2008/2009 and 2009/2010 Fiscal Years
SUBMITTED TO:	City Of Avondale City Clerk
SUBMITTAL DATE:	April 16, 2008
SUBMITTED BY:	RITOCH-POWELL & ASSOCIATES

Karl Obergh, PE

3800 North Central Avenue, Suite 605
Phoenix, Arizona 85012
O: (602) 263-1177
F: (602) 277-6286

D1: Familiarity and Intention to Comply with City's Insurance: RPA read the City's Professional Services Agreement and has no objections and intends to comply with the City of Avondale's requirements.

D2: Firm's design philosophy and approach to developing sound engineering recommendations and approach to problem resolution: RPA's design philosophy and approach is founded on making our client's vision a reality. We will work in partnership with the City of Avondale to turn City needs into innovative, cost-effective design by RPA's exceptional engineering and surveying professionals. Throughout our progressive design we hold ourselves to stringent quality standards.



RPA will ask difficult questions, explore options, challenge preconceived solutions, research previous results and test new ideas. We are committed to creative and rigorous intellectual processes which build on the collective power of individual talent and expertise. In partnership with our clients, our team members will orchestrate project management services with our design capabilities to interpret the client needs, understand their budgetary parameters and realize their schedule requirements. RPA listens, understands and collaborates with our partners to generate a project that is sound, sensitive to the environment and provides maximum amenity within budgetary constraints.

One of RPA's goals is to build a long-lasting and valued relationship with the City of Avondale. Our team will provide professional services to meet your quality and schedule expectations. A close relationship is more than simply effective project management. It is a necessary part of the design process. ***Our client's review is the ultimate test of our performance. This is a statement of our reputation. Our mission is to serve our clients long after projects construction is complete.***

Each project has unique goals and milestones for success. We understand the City has several goals for the completion of their projects. We will work with the City Project Manager (PM) to establish the goals and discuss the path to achievement.

Key components to our design philosophy and approach incorporate the following items:

- Assigning a qualified Project Manager for the specific task;
- Listening to you to fully understand your project goals;
- Communicating project progress, status and issues to keep you well informed;
- Providing experienced staff to complete assignments on time;
- Reviewing the work effort on a regular basis by experienced senior staff for quality control/assurance;
- Monitoring project costs at milestone submittals to verify City budget conformance.

Assigning a qualified Project Manager for the specific task: RPA has the capabilities to provide the City of Avondale with the necessary components for the '08/'09 Professional Consultant Selection. Our team members have provided similar previous project experience and are extremely familiar with each others' project procedures. We have fostered a stance of supporting each other on elements that become necessary for a successful project completion. RPA is committed to delivering improvement projects in a timely, efficient and cost effective approach.

RPA is presently administered by four working principals, Karl G. Obergh, PE, Steve Lewis, PE, Josh Nies, PE and Joe Falinski, RLS. What this means to the City of Avondale is that your project is our primary concern. RPA can assure the City that one of our principals will be in direct charge of project management and design.

Listening to you to fully understand your goals for each project: A solid understanding of the features along a street is vital to ensuring a well designed and economical project. Our team, through completion of numerous studies, site investigations, planning, preliminary design concepts, engineering design, master plans and improvement district administration projects coupled with lessons learned, will compile a scope to incorporate as much pertinent information during the Scoping Phase.

During the Scoping Phase, RPA will work with the City of Avondale staff to determine the project needs, the impacts the project will have on resources, public, other agencies and the environment. Upon completion of the Scoping Phase, RPA will proceed with the Design Phase. A kick-off meeting and project site visit will be scheduled with the City PM and all other interested parties.

Keeping you well informed on the progress, status and issues for each project: It is critical that dialogue with all stakeholders be maintained so that issues can be addressed and resolved in a timely manner.

Our project managers hold weekly internal team meetings at regular intervals to coordinate and control ongoing work. At these meetings the design team discusses progress updates, issues/task assignments, staff workload and check list.

Providing experienced staff to complete assignments on time: Our design team works as an extension of Avondale's staff. Our team, which possesses a strong background in transportation engineering, has the ability to make decisions for the best interest of the City. Unique projects with short time frames and limited budgets require innovative thinking and expertise to complete the projects in an efficient and cost effective manner. RPA's project team provides the expertise, experience and diversity to meet the project objectives.

Reviewing the work effort on a regular basis by experienced senior staff for quality control/assurance: Every RPA staff member understands our success depends on quality products, timely deliveries, schedule conformance and accurate services.

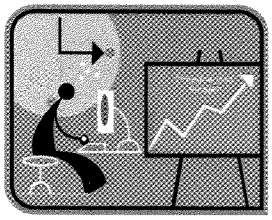
Quality is ingrained as an ongoing process at RPA. Our quality program consists of building in quality at each and every step of the process. RPA's quality services include:

- Monitoring schedules and budgets;
- Monitoring critical work sequencing;
- Identifying scope of work;
- Estimating costs;
- Contract negotiating;
- Attending construction meetings;
- Assisting with public relations/information meetings;
- Coordinating with property owners and tenants;
- Value engineering;
- Timely issuance of RFI responses and shop drawing reviews;
- Field reviewing contractor's work for general compliance with plans and specifications;
- Verifying and preparing change orders;
- Maintaining project records;
- Issuing project reports;
- If requested, assisting with claims and negotiations;
- Attending substantial completion field review;
- Attending final completion field review.

We understand the importance of having trained and certified personnel. Providing you with the best engineering services means retaining a staff that is well-trained and prepared to handle daily project challenges and also equipped to make intelligent decisions and communicate these details with our clients. They are an extension of you. We encourage our staff participate in providing a quality product by raising questions and actively seeking a better way to design. Our young staff is especially encouraged to solicit senior staff for problem resolution and solution ideas. Our company is growing because we promote the involvement of all team members in the quality process and delivering the best possible project to the City.

Monitoring project costs at milestone submittals to verify City budget conformance: At project onset, our PM's develop a weekly expenditure estimate in an Excel spreadsheet that graphs the total project budget. Each week, the PM inputs actual expenditures in the same spreadsheet that creates a second curve of actual expenditures superimposed on anticipated costs. The PM then inputs actual total work completed to determine an "earned value" to date. Earned value is the measure (percentage) of work completed for each major task. The earned value approach creates an accurate assessment of the value of work complete compared to the actual expenditures to date. This process allows the PM to determine which tasks are ahead of the project plan (more work completed than anticipated expenditures to complete that task) and which tasks are behind plan. The PM is then able to focus attention in the areas that are running behind plan.

Approach: The City of Avondale can be assured that when you turn a project over to us, we will take charge and anticipate what needs to be done and by when. Then, we plan the tasks accordingly and set appointments so that the necessary information is available when it is needed by our project team to do their work.



We know the key requirement of providing quality engineering services is to meet the client's objectives and to deliver engineering services within City deadlines and budgets.

RPA will prepare plans, specifications and estimates with utmost care and include all details and notes that eliminate potential contractor change orders. RPA will also prepare plans that are legible without unnecessary or contradictory information.

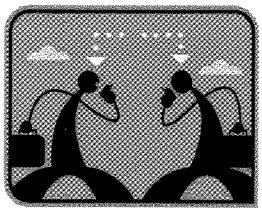
RPA will confer with City staff on a regular basis and make timely decisions to maintain schedule and budget.

We anticipate utilizing Maricopa Association of Governments (MAG) Specifications and Details and any City Supplements to MAG for most project construction items. For your Capital Improvement Projects, we understand that utilizing City standards is essential to maintain consistency within City limits and minimize future maintenance issues for the City. We are familiar with the MAG and City's standard details and will incorporate them into the plans appropriately.

RPA will utilize ADOT construction standards and material specifications that have been approved by Avondale if they are not covered by the MAG or any City Supplement to MAG and are required for the roadway improvements.

RPA will streamline and improve timeliness of review processes by early involvement of all relevant parties through proactive participation. Our PM will be the single point of contact; and where ever feasible elimination of unnecessary paperwork and processing steps will be assessed.

Problem resolution: Dispute resolution requires honest, factual and effective communication between all parties. Throughout RPA's 30 year history, we have never had a claim against our firm by a client or been involved in the mediation process to resolve contract or performance issues.



RPA's team members can assist public sector clients in resolving construction project claims if requested by the City's PM. If requested, we will promptly and thoroughly evaluate each claim to assess if the claim has merit. We will research contract documents and listen to key people on each side of the issue.

The matter is then discussed with the owner and a formal response to the contractor is made concerning the claim, including processing any change orders, if warranted. Often times, claims are without merit based on the contract documents.

At the City's direction, RPA will provide post-design services as required for any unforeseen or changed conditions encountered during construction activities. We propose to include a field "walk through" of the project and plans with the City PM to ensure that all existing conditions have been incorporated into the construction documents. This activity should include the City, key RPA team members, and utility owners.

Sound Engineering Recommendations: Our design approach prioritizes our client's scope, financial requirements and schedule. From the onset RPA's design team is focused on meeting client/city objectives. Our process avoids miscommunication, misunderstandings, delay and excess expenditures. ***It is imperative for project success that our staff, team with city staff to develop a mutual understanding of project goals from the onset.***

Our approach is to minimize impacts by implementing solid design procedures that encompass continuous communication with all stakeholders to achieve an effective end product – ***SUCCESSFUL CAPITAL IMPROVEMENT PROJECTS!***

E: Vendor Information Form: The "Vendor Information Form" for RPA is included after the cover letter. The information form contains RPA's current firm address, web site, Federal Tax ID and other information requested by the City's Finance and Budget Department. We herby certify as of the date this submittal information contained in the form is accurate and current.

SECTION 2. VENDOR RELEVANT EXPERIENCE, AVAILABILITY AND CAPABILITY:

A: Brief Description of the firm including the number and types of personnel: RITOCH-POWELL & ASSOCIATES, INC. (RPA) is a locally owned and operated civil engineering firm with only one office located in Phoenix, Arizona. Established in 1978, RPA has astutely grown from a 2-person firm to a 35-person company employing registered land surveyors, engineers, technicians/specialists and professional administration staff. RPA is located at 3800 North Central Avenue, Suite 605 in Phoenix, Arizona; office: (602) 263-1177; fax: (602) 277-6286; web: www.ritochpowell.com.

RPA is ***"An Arizona Firm Devoted to Arizona First"***. Because of this, we pride ourselves in a quality product. We have built a reputation of providing ***Quality Civil Engineering and Surveying Services*** with a highly technical and qualified staff. RPA is a full service civil engineering and surveying firm specializing in transportation, public works and private development projects throughout Arizona.

Number and types of personnel: RPA has seven (6) Arizona Registered Professional Engineers and (5) Arizona Registered Land Surveyors readily available to provide the City of Chandler with technical skills upon notice to proceed on this project.

Categories	Number and Types of Personnel	
Water Distribution Systems/Wastewater Systems	4	Project Manager/ Project Engineer
	4	Engineers-in-Training
	2	CADD
Transportation Engineering/Planning	5	Project Manager/ Project Engineer
	4	Engineers-in-Training
	5	CADD
Traffic Engineering	1	Project Manager/ Project Engineer
	1	Engineers-in-Training
	2	CADD
Surveying	5	Registered Land Surveyors
	9	Crews/Technicians
Hydrology/Hydraulics	3	Project Manager/ Project Engineer
	4	Engineers-in-Training
	6	CADD
Plan Review	6	Project Manager/ Project Engineer
Construction Management	4	Project Managers
	4	Inspectors/Technicians
Improvement District Administration	2	Project Managers

B: Relevant projects: RPA has experience and is interested in providing professional services in the following categories: ***Water Distribution System, Wastewater Systems, Transportation Engineering, Surveying, Hydrology/Hydraulic Projects, Plan Review Services, Improvement District Administration and Construction Management.***

WATER/WASTEWATER SYSTEMS

RPA was the prime consultant and provided route studies and/or engineering design services for the following water/reclaimed water main projects.

56TH STREET WATER LINE, SEWER EXTENSION AND LIFT STATION: RPA designed a 42" water line vertical relocation, a 36" sewer extension and abandonment of an existing sewer lift station. The project required extensive surveying, utilities mapping and design coordination. Due to the complexity of this project, the RPA Team had to use innovative and "out of the box" designs to account for all of the factors affecting this project. This

includes the relocation or adjustment of multiple utilities crossing the site while simultaneously coordinating a 20" well transmission line going through the middle of the 42" water line vertical relocation. RPA was the Resident Engineer throughout the construction phase. Construction is nearly complete and RPA is preparing record drawings. ***Role of the Firm:*** **Prime;** ***Original / Final Construction Cost:*** **$600k (±);** ***Construction Dates:*** **2006;** ***Project Owner:*** **City of Phoenix;** ***References:*** **Aimee Conroy (602)534-2976/ Darlene Helm (602)534-1938**

54" WATER TRANSMISSION MAIN: RPA completed the design of the Segment 2 Foothills/South Mountain water transmission main. The project extended from 43rd Avenue and Carver Road to Estrella Drive and 51st Avenue and south on 51st Avenue, tying into Segment 3 (2 miles). ***Role of the Firm:*** **Prime;** ***Original / Final Construction Cost:*** **$N/A;** ***Construction Dates:*** **2000;** ***Project Owner:*** **City of Phoenix;** ***References:*** **Aimee Conroy (602)534-2676/Pete Johnson (retired)**

35TH AVENUE WATER LINE: RPA designed 1,800 linear feet of a 48" water main to pass under the Southern Pacific Railroad and traverse through the myriad of utilities at the six-point intersection of Indian School Road, Grand Avenue, and 35th Avenue. RPA also managed the installation of vaults for valves and telemetric equipment required for the project. RPA successfully met the challenge! ***Role of the Firm:*** **Prime;** ***Original / Final Construction Cost:*** **$1.2 Million;** ***Construction Dates:*** **Awarded 1999;** ***Project Owner:*** **City of Phoenix;** ***References:*** **Pete Johnson (retired from Phoenix)/Art Glover (retired from Phoenix)/Mark Glock (602)495-2050.**

Additional Water Line Projects, Project (Line Size), Location/Limits (Miles) Agency

- 24th Street South of Baseline Rd, (12") Water and (12") Sewer, (.25) Phoenix
- 32nd/36th Street Reclaimed Waterline (24"), Cactus Rd to North of Bell Road, (3.2) Phoenix
- 83rd Avenue (42"), Thomas Rd to Indian School Rd, (1.0) Phoenix
- College Avenue (16"), McKellips Rd to Curry Rd, (1.3) Tempe
- Hawes Road (20"), Brown Rd to University Dr, (1.2) Mesa
- Reclaimed Water Main (36"), NW Reclamation Plant - Superstition Freeway, (5.0) Mesa

TRANSPORTATION ENGINEERING

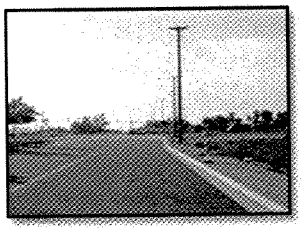
RPA was the prime consultant providing detailed design; construction plans cost estimates and special provision for the construction of arterial street paving improvements and storm drain and associated drainage culverts improvements for the following projects.

RPA's niche is highway/roadway design. Since the company's inception in 1978, we have worked on more than 400 miles of roadway, street, drainage and utility design throughout Arizona.

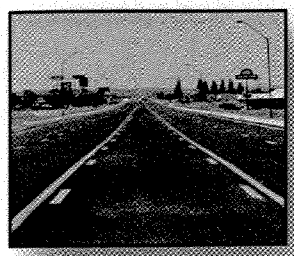
43RD AVENUE/PEORIA CANAL CROSSING SAFETY IMPROVEMENTS SAFETY REPORT: RPA prepared a Scoping Report for conceptual improvements to a canal crossing at which a fatality had recently occurred. The report included five separate alternatives recommending safety improvements to prevent vehicles and pedestrians from inadvertently entering the canal. RPA was responsible for preparing the report, meeting ADA requirements/city standards, and working with various utility owners. ***Role of the Firm:*** **Prime;** ***Original/Final Construction Cost:*** **$300k (±);** ***Construction Dates:*** **2006;** ***Project Owner:*** **City of Phoenix;** ***References:*** **Kerry Wilcoxon (602)534-5688/Raimundo Dovalina (602)262-4057**

PM-10 PAVING FOR FISCAL YEAR 2007 FEDERAL AID PROJECT: The City of Phoenix, in collaboration with Maricopa County Department of Transportation, awarded RPA design services for the asphaltic paving of unpaved roadways and shoulders for the fiscal year 2007 PM-10 Paving Project. There are an estimated total of 8.8 miles of unpaved roadways and 12.1 miles of unpaved shoulders to be paved to provide dust control. ***Role of the Firm:*** **Prime;** ***Original / Final Construction Cost:*** **$500k;** ***Construction Dates:*** **2007-TBD;** ***Project Owner:*** **City of Phoenix;** ***Reference:*** **Susan Beitler (602) 534-9564**

McQUEEN ROAD IMPROVEMENT PROJECT: This project will widen two miles of McQueen Road to six travel lanes to match the City's Standard Detail C-203 from Queen Creek Road to Chandler Heights Road. One additional mile of McQueen Road will be widened to four travel lanes utilizing the City's Standard Detail C-205 between Chandler Heights Road and Riggs Road. The project includes adding bike lanes, sidewalks, curbs, gutters, street lighting, traffic signals, storm drainage and landscaping, acquiring right-of-way and completing all utility relocations necessary to accommodate the roadway widening. Portions of this roadway segment have been constructed to the half street section by private developments along McQueen Rd. This project will complete the half street areas to full width major or minor arterial section and construct the full street section in the areas that are currently two lanes only. ***Role of the Firm:*** **Prime;** ***Original / Final Construction Cost:*** **$1.6 mil.;** ***Construction Dates:*** **TBD;** ***Project Owner:*** **City of Chandler;** ***Reference:*** **Kurt Krause (480) 782-3317**



COPPERLEAF TRAFFIC INTERCHANGE: This project is a Design Concept Report and Change of Access phase, but will progress into the final design Construction Manager at Risk (CMAR). RPA is providing the necessary technical and design capabilities in order to provide a new proposed traffic interchange along I-10. RPA is the prime consultant and coordinating with ADOT, Private Developers, MCDOT and the CMAR. ***Role of the Firm:*** **Prime;** ***Original / Final Construction Cost:*** **$19.5 Million;** ***Construction Dates:*** **TBD;** ***Project Owner:*** **ADOT/Lead Group;** ***References:*** **Bahram Dariush-ADOT (602)712-8427/Rick Jellies-Lead Group (480)557-7771**



NAVAJO BOULEVARD ROADWAY WIDENING: This project focused on widening a 3.5 mile stretch of an existing 3-lane section of Navajo Boulevard in Holbrook, Arizona. The roadway improvements called for the design of a five-lane, 64 foot roadway through the City of Holbrook. The project included a drainage area study and a storm drain system to carry both roadway and off-site flows that tie into a wash with concrete box culverts. The project required coordinating utility relocations including water and power. RPA's design consisted of a new 72" storm drain, driveways, lighting, curb & gutter and sidewalk improvements. The challenging aspect of this project was managing traffic through the City's urban business district during the construction phase. ***Role of the Firm:*** **Prime;** ***Original / Final Construction Cost:*** **$6 Milliion;** ***Construction Dates:*** **Awarded Sept. 2006–Aug. 2007;** ***Project Owner:*** **ADOT;** ***References:*** **Michael Andazola (602)712-7629/Carl Erickson (928)524-5801**

HAPPY VALLEY ROAD- 67TH AVENUE TO 43RD AVENUE PREDESIGN: RPA prepared a Scoping Report for conceptual improvements to widen the roadway from three to five lanes. Responsible for preparing a written report describing the proposed improvements to include drainage, right-of-way, utilities, and geometric design. The report also included plan sheets with utility information, existing aerial photography, and the proposed edges of pavement. A detailed project schedule and cost estimate were also provided. ***Role of the Firm:*** **Prime;** ***Original/Final Construction Cost:*** **$5 Million;** ***Construction Dates:*** **TBD;** ***Project Owner:*** **City of Phoenix;** ***References:*** **Heidi Young (602)262-7580/Raimundo Dovalina (602)262-4057**

HAPPY VALLEY ROAD-LAKE PLEASANT PARKWAY TO 67TH AVENUE IMPROVEMENTS: This project will provide a vital east-west link for northern Peoria by constructing the missing segment of Happy Valley Road over New River between 91st Avenue and Terramar Boulevard. This new link to Peoria's street network will provide additional options for traffic now using Lake Pleasant Parkway, 83rd Avenue, 67th Avenue, and Deer Valley Road. As a subconsultant, RPA is providing survey, roadway and utility design for this 3.1 mile improvement project. The project includes curb and gutter on the north side and median curb on the south side. The improvements will include six-lane with raised median of roadway plus bike lanes, street lighting, landscaping, drainage, and a 16-inch waterline. There will also be two (2) new six-lane, three-span AASHTO bridges over New River. ***Role of the Firm:*** **Subconsultant;** ***Original / Final Construction Cost:*** **$58 Million;** ***Construction Dates:*** **Currently under construction;** ***Project Owner:*** **City of Peoria;** ***References:*** **Dan Nissen (623)773-7212; Chris Kmetty (623)773-7247**

FINAL DESIGN FOR I-17 FRONTAGE ROAD: RPA lead the design effort for a future high-traveled frontage road along I-17 northbound between Pinnacle Peak and Happy Valley Road. This frontage road was a CMAR project. The frontage road has access points for future and present commercial/retail properties along the 17 North Corporate Center. The intersection and entrance ramp to northbound I-17 was designed to ADOT requirements per the Roadway Design Guidelines. Our team coordinated with Developers, ADOT, City of Phoenix and the Construction Manager at Risk on this project. ***Role of the Firm:*** **Prime;** ***Original/Final Construction Cost:*** **$475k;** ***Construction Dates:*** **Awarded Aug. 2006–Completion May 2007;** ***Project Owner:*** **ADOT/City of Phoenix;** ***References:*****Steve Beasley (602)712-7645/Don Herp (602)262-4872**

UTOPIA ROAD DESIGN IMPROVEMENTS – CAVE CREEK ROAD TO 31ST STREET: The first phase improvements included the widening and construction of curb, gutter and sidewalk. The second phase required the preparation of a drainage study to determine storm drainage needs. RPA also designed the storm drainage system from Cave Creek Road to the East Fork of Cave Creek Wash and prepared construction documents. ***Role of the Firm:*** **Prime;** ***Original/Final Construction Cost:*** **$1.4 mil.(Includes Phase I & II);** ***Construction Dates:*** **2003;** ***Project Owner:*** **City of Phoenix;** ***References:*** **Ralph Goodall (602)495-2050/Brian Butler (602) 495-2050**

JOMAX ROAD DESIGN IMPROVEMENTS: The Jomax Road paving project extended approximately 4,800 feet, from 23rd Avenue to 19th Avenue. The project work included the preparation of plans, special provisions, and cost estimates for paving, landscaping and a storm drain system. This project interfaced with two other on-going City projects at 19th and 23rd Avenues. As a result, close coordination with the other designers, and the utility companies in the area was required. The paving plans were designed and prepared for the south two lanes of traffic with curb, gutter and sidewalk, and a 14-foot median. A drainage report and plans were prepared as part of the project. ***Role of the Firm:*** **Prime;** ***Original/Final Construction Cost:*** **$900k;** ***Construction Dates:*** **2001;** ***Project Owner:*** **City of Phoenix;** ***References:*** **Ralph Goodall (602)495-2050/Gary Benton (602)495-2050**

ENGINEERING/CONSULTING ANNUAL SERVICES '04-'06 & '06-'08: **37th Avenue-Camelback Rd to Oregon St.; 47th Avenue-Hearn Road to Greenway Road; Encanto Blvd-75th Ave to 72nd Dr; Encanto Blvd-85th Ave to 83rd Ave; Maryland Avenue-30th Ave to 27th Ave; Sweetwater Ave-39th Ave to 35th Ave.** RPA prepared construction drawings for numerous projects under the Annual Engineering and Consulting Contract with the City of Phoenix. These projects involved widening the existing roadway, and the construction of new curb, gutter, and sidewalk. They ranged in length from approximately

1,000 feet to one-half mile. Work included coordination for the relocation/design of irrigation facilities. In addition, the storm drain projects entailed extending an existing storm drain or constructing a new storm drainage system. Some of the sites required new right-of-way, which was delineated for the City. ***Role of the Firm:*** **Prime;** ***Original/Final Construction Cost:*** **Varies;** ***Construction Dates:*** **Varies;** ***Project Owner:*** **City of Phoenix;** ***References:*** **Pete Johnson (retired from Phoenix)/Art Glover (retired from Phoenix)/Mark Glock (602)495-2050.**

WEST VALLEY SALT RIVER CROSSINGS 59TH AVE TO 99TH AVENUE CANDIDATE ASSESSMENT REPORT: This project included research and understanding of existing utilities, land use, future transportation corridors, traffic analysis, right-of-way, and costs to determine a preferred alternative to cross the Salt River (bridge and/or low water). The Candidate Assessment Report studied six possible crossings of the Salt River between 59th Avenue and 99th Avenue. ***Role of the Firm:*** **Prime;** ***Original/Final Construction Cost:*** **$27 mil.;** ***Construction Dates:*** **2007;** ***Project Owner:*** **MCDOT;** ***References:*** **Robert Woodring (602) 506-1766/Joe Pinto (602) 506-8068**

LONE PINE DAM AND BRIDGE DESIGN CONCEPT REPORT: RPA is designing construction drawings to re-align approximately 4,000 lineal feet of roadway around the existing dam and construct a bridge over Show Low Creek. The team is responsible for preparing a Design Concept Report (DCR) and Environmental Design Report (EDR) thru ADOT Local Government Section ***due to federal funding***. Once the DCR is complete RPA will begin the final design. We are approximately 98% complete with the DCR and 20% with the design. ***Role of the Firm:*** **Prime;** ***Original/Final Construction Cost:*** **$5.5 mil.;** ***Construction Dates:*** **2006;** ***Project Owner:*** **Navajo County/ADOT;** ***References:*** **Dusty Parsons (928) 524-4100/Bill Snarr (602) 712-7025**

TRAFFIC ENGINEERING

RPA will provide all traffic engineering services including signing/marking, signal design, safety evaluation, street lighting and maintenance of traffic (traffic control). Karl Obergh's project experience includes all forms of traffic engineering and project manager for two ADOT on-call traffic contracts. He will be assisted by Robert Willett who has 7 years experience performing design tasks and preparing traffic PS&E.

ROADSIDE SAFETY PROGRAM, TRAFFIC ON-CALL: RPA under an On-call contract with MCDOT assisted in the development of a "Roadside Safety Program", which was set-up as a proactive approach to Hazard Elimination along County roadways. RPA prepared a sequence to determine if a "Hazard" existed. RPA created a 3-step "proactive" process to identify, verify, justify, and mitigate any roadside hazards that may exist within Maricopa County jurisdictional transportation facilities. The development of a "Roadside Safety Program" was prepared to be utilized with the MCDOT "Roadrunner" GIS system. RPA's contract provided the steps for: Identification - prepare a simple system for the resident engineers and maintenance personnel to place in their vehicles. Once an individual notes a possible "hazard" they will document it and provide it to Traffic Engineering Group, which is then sent to the next step; Verification - during this phase an Engineer will verify if this "hazard" is justified to move to the next step; Matrix - RPA created a sophisticated data base that evaluates certain aspects of roadside safety, then assigns a value to this issue. This database has proven to be user-friendly and successful. We were requested to provide a "sample" run of our database for a 20-mile segment of Old US 80. The "sample" run was a success. ***Role of the Firm:*** **Prime;** ***Original / Final Construction Cost:*** **TBD;** ***Construction Dates:*** **TBD;** ***Project Owner:*** **MCDOT;** ***References:*** **Jim Sargent (602)506-8678/Ben Wilson (623)773-7185**

MARICOPA ASSOCIATION OF GOVERNMENTS (MAG), CITY OF AVONDALE PEDESTRIAN AREA DESIGN ASSISTANCE: As a subconsultant, RPA was part of a team selected by MAG to improve pedestrian access for a defined sidewalk connection along the south side of Van Buren Street, from La Jolla Boulevard to about 500 feet west of Central Avenue, and along La Jolla Boulevard to about 212 feet south of Van Buren Street, in Avondale. The goal of the project was to design a sidewalk for this corridor to improve pedestrian flow and utilizing *MAG Pedestrian Area Policies and Design Guidelines*. ***Role of the Firm:*** **Subconsultant;** ***Original / Final Construction Cost:*** **$15k;** ***Construction Dates:*** **2007-TBD;** ***Project Owner:*** **e-group/MAG;** ***Reference:*** **Jason Harrington (602) 462-9000**

THOMAS ROAD PEDESTRIAN AND BICYCLE IMPROVEMENTS PIMA TO 64TH STREET: RPA is currently underway with Scottsdale to prepare a Project Assessment Report (PA) and 10% design plans for this corridor. This corridor is experiencing a higher volume of pedestrians and bicyclists with a need to improve the overall safety and functionality without adversely affecting the traffic patterns. Our team is working closely with the City of Scottsdale and e group to establish a design that is considered a win-win for all stakeholders. ***Role of the Firm:*** **Subconsultant;** ***Original / Final Construction Cost:*** **$18 mil.;** ***Construction Dates:*** **10/2006-12/2007;** ***Project Owner:*** **City of Scottsdale;** ***References:*** **Jennifer Bohac (480) 312-7515**

CROSSCUT CANAL MULTI-USE PATH PHASE II (CANAL PARK TO MOEUR PARK): As the subconsultant, RPA completed the surveying and is currently providing civil engineering for this 12 acre park (1-mile path) that consisted of grading & drainage, and path geometry. This project is a continuation of the multiuse path system that begins at Canal Park to Moeur Park. ***Role of the Firm:*** **Subconsultant;** ***Original / Final Construction Cost:*** **$2.5 mil.;** ***Construction Dates:*** **8/2006-12/2007;** ***Project Owner:*** **City of Tempe;** ***References:*** **RonTatasciore (602) 462-9000**

SURVEYING

In providing field surveys and base mapping, we utilize GPS/total station/robotic/data collection equipment, downloading the field data directly into our computer workstations. Our hands-on experience, state-of-the-art equipment and community contacts make us an ideal choice for your survey and right-of-way projects. RPA's Survey Services include: legal descriptions, ALTA land title surveys, monumentation plans, field and easement surveys, boundary/topographic surveys, staking and right-of-way services RPA understands the need for field survey information and staking that is required by the various multi-disciplined City of Phoenix projects where RPA has provided survey services since 1990. The RPA Survey team has been trained in Microstation V8/InRoads/COGO-PC and SimPro for completing right-of-way projects. RPA has provided right-of-way strip maps and exhibits (per City of Phoenix), and is thoroughly familiar with the City's process (i.e. Easements, Letters of Permission, etc.).

MISCELLANEOUS (ELEVEN) BUS BAY DESIGN: Multiple bus bay locations throughout the City of Phoenix. RPA was responsible for producing roadway, utility coordination and design, and estimates for either type 1, 2 or 3 City of Phoenix standard bus bays. Project highlights included coordination between the City of Phoenix and the adjacent utilities. ***Role of the Firm:*** **Prime;** ***Original/Final Construction Cost:*** **$100k (±) each;** ***Construction Dates:*** **Awarded 2004 – Completion 2008;** ***Project Owner:*** **City of Phoenix;** ***References:*** **Jim Williams (602) 534-7068/Laura Fritschi (602)534-2072**

COTTON LANE, RIGHT-OF-WAY: Cotton Lane project is a six-lane, 2,100-foot-long bridge – including bike lanes, pedestrian access and a roundabout – over the Gila River to connect Interstate 10 to present and future developments. RPA researched and evaluated new right-of-way requirements for the entire project. They coordinated with surveyors who performed ALTA's and used the latest survey data to calculate parcel and existing right-of-way. With this data, new right-of-way calculations, legal descriptions and exhibits were prepared for the City of Goodyear. These documents assisted the City in acquiring necessary properties. ***Role of the Firm:*** **Subconsultant;** ***Original/Final Construction Cost:*** **$54 Million;** ***Construction Dates:*** **Awarded 2004–Completion 2007;** ***Project Owner:*** **MCDOT/City of Goodyear;** ***References:*** **Richard Wallace (602)506-8744/Keith Brown (623)882-7956**

99TH AVENUE/LOWER BUCKEYE ROAD ROUNDABOUT: The 99th Avenue and Lower Buckeye Road Roundabout project extends approximately 1000 feet along Lower Buckeye's west and east legs and 99th Avenue's north and south legs. RPA conducted a design survey for this location in accordance with the City's Administrative Procedure (AP) No. 155 (DRAFT, October 2005). The field data was collected with electronic data collectors. Hard copies and electronic copies of the field survey were provided to the City in ASCII Format. The data was presented by northing, easting, elevation and description.

RPA's survey located all above ground physical features, including above ground utilities. The survey extended from the monument lines of the two intersecting streets. ***Role of the Firm:*** **Prime;** ***Original / Final Construction Cost:*** **Project on Hold;** ***Construction Dates:*** **Project on Hold;** ***Project Owner:*** **City of Phoenix;** ***References:*** **David Peterson (602)495-2050/Priscilla Pappas (602)534-7056**

STORM DRAINAGE

The RPA design team has completed storm drain projects in the valley metropolitan area and throughout Arizona. Tasks included the design of storm drains, cross pipes, and catch basins, and conducting hydrologic and hydraulic analyses.

28TH STREET STORM DRAIN: RPA prepared a storm drainage study along 28th Street from I-10 to Camelback Road. As a result of our team's performance and due diligence, RPA was requested to provide additional design services for a segment of the storm drain. The segment began at Thomas Road and extended to the south to tie into an existing 72-inch system at the freeway right-of-way boundary. This project collected and conveyed multiple tributary watershed basins through the dense residential developments. This system was designed to provide capacity for the 10-year 2-hour storm event. This project also utilized jack and bore design to minimize existing traffic impact especially at major urban arterials crossings. RPA provided permit, license and construction approval from SRP to make a 300 foot crossing under a major canal. This project included extensive design and construction sequence coordination for multiple utility relocations. Project scope included the 72-inch trunk line in 24th Street and numerous 24-inch laterals through adjoining residential neighborhoods. ***Role of the Firm:*** **Prime;** ***Original / Final Construction Cost:*** **$2.1 Million;** ***Construction Dates:*** **TBD** ***Project Owner:*** **City of Phoenix;** ***References:*** **Belinda Cummings (602)495-2050/Paul Driver (602)261-8853**

PLAN REVIEW/IMPROVEMENT DISTRICT ADMINISTRATION

PLAN REVIEW FOR CITY OF GOODYEAR IMPROVEMENT DISTRICTS: RPA provided plan review on several improvement district projects by verifying stationing, bearings, call-outs; verifying scale and blue stake information; verifying clarity and workmanship; identification of responsible parties; along with verification of some pertinent design criteria (as needed).

Improvement Districts included:

- McDowell Road Improvements
- Bullard Avenue Improvements
- Monte Vista Drive Improvements
- Encanto Boulevard Improvements
- 151st Avenue, McDowell Road to Encanto Boulevard

Role of the Firm: **Subconsultant;** ***Original / Final Construction Cost:*** **$various;** ***Construction Dates:*** **2007;** ***Project Owner:*** **City of Goodyear;** ***References:*** **Al Gonzales (623) 882-7924**

Previous Experience: RPA has provided engineering services to the following Improvement Districts for similar Towns and agencies.

- Saddleback Improvement District, Maricopa County Department of Transportation
- West Central Improvement District, City of Casa Grande
- Apache Junction Improvement District, City of Apache Junction
- Gilbert Improvement District, Cooper to Stapley, Town of Gilbert, Arizona
- Inland Improvement District, Maricopa County Department of Transportation
- Paradise Lane Improvement District, Goldman and Associates
- Goodyear Improvement District Plan Review, City of Goodyear

CONSTRUCTION MANAGEMENT

67TH AVENUE: CAMELBACK ROAD TO GLENDALE AVENUE (CMAR): RPA was selected to assist the City of Glendale in widening nearly two miles of 67th Avenue to four travel lanes to match the City's Standard Detail A-4 for major arterial streets between recently completed "Glendale GO!" intersection improvements at the Camelback Road and Glendale Avenue intersections. Project includes sidewalks, curbs, gutters, street lights, traffic signals, landscaping, right-of-way, irrigation pipe and relocating overhead power, cable television and telephone cables to underground ducts to accommodate widening and improve aesthetics. After the improvements are completed, the entire street section will be slurry sealed to enhance the asphalt pavement and extend the service life. ***Role of the Firm:*** **Prime;** ***Original / Final Construction Cost:*** **$500k;** ***Construction Dates:*** **2008;** ***Project Owner:*** **City of Glendale;** ***References:*** **Jim McMains (623) 930-3667**

C: Legal Organization: RPA began as Ritoch-Herz-Powell Consulting Engineers, Inc. as it was formerly known. In August of 1980, RPA was incorporated in Arizona and is now known as Ritoch-Powell & Associates, (RPA). RPA is a civil engineering and surveying consultant allowed to provide consulting services in the state of Arizona.

D: Identification Information: RPA is classified as a C-Corporation, and is presently administered by four working principals, Karl G. Obergh, PE, Steve Lewis, PE, Josh Nies, PE and Joe Falinski, RLS. RPA is located at 3800 North Central Avenue, Suite 605 in Phoenix, Arizona 85012; office: (602) 263-1177; fax: (602) 277-6286; web: www.ritochpowell.com. **Karl Obergh, PE** is President/Principal for RPA and is the main contact person for any issues concerning this Statement of Qualifications.

E: Location of Principal office: RPA's principle office and home office of all key staff is in Phoenix, Arizona. All of our proposed team members are local and will perform 100% of all work related to this contract from our Phoenix office.

SECTION 3. PERSONNEL QUALIFICATION AND PERTINENT EXPERIENCE:

A: Professional Consultant Selection List: RPA has experience and is interested in providing professional services in the following categories: ***Water Distribution System, Wastewater Systems, Transportation Engineering, Surveying, Hydrology/Hydraulic Projects, Plan Review Services, Improvement District Administration and Construction Management.***

The RPA team offers the benefit of a successful project history and cohesive team communication from initiation to completion of projects. The following brief team member descriptions highlight the commitment of this team; we have the resources to staff the project immediately; we do not anticipate any conflicts in performing the work; our experience in the State is comprised of a variety of roadway projects which were successfully completed for various municipal agencies. This team has solidly collaborated on similar projects. Detailed resumes for each team member are included in the Appendix.

John M. Ritoch, PE – John is the founder of RPA, he has more than 42 years experience in the planning and design of civil engineering and transportation projects in the private and public sectors of the economy. John has been responsible for coordination and management of civil engineering projects in the public sector throughout his professional career. He has coordinated and designed numerous city, county, state, and federal public works projects involving the design, grading/drainage, water, sewer, storm sewer, paving and improvement district projects.

Richard Powell, PE, RLS – One of the founders of RPA, Rick has more than 32 years of experience and 30 with RPA in the planning and design of civil engineering and transportation projects in the private and public sectors of the economy. He has coordinated and designed numerous city, county, state, and federal public works projects involving design, grading/drainage, water, sewer, storm sewer, and street improvement projects utilizing the necessary resources needed to provide a quality project.

Karl Obergh, PE – Karl has over 18 years experience in construction administration and transportation design/pre-design for private/public work projects. Karl has been with RPA for 4 years. As project principal/project manager, Karl will be responsible for the contractual obligations for the team and will ensure that adequate personnel and other resources are made

available throughout the duration of this contract. Karl will be accountable for the quality and timelines of this team's performance and is committed to deliver a successful project to the City of Avondale. Karl has broad knowledge in roadway design, concept reports, improvement designs, utility coordination/design, agency coordination, storm drainage, design of curb and gutter, sidewalks and bus bays.

Josh Nies, PE – Josh has over 11 years of experience, 3 with RPA, in all aspects of transportation engineering, with an emphasis in civil design, geometric layout, utility coordination, local street improvements, site development, construction inspection, and managing post-design services. Josh has worked on several widening projects for local municipalities and is very familiar with compiling and analyzing data to prepare construction documents. Josh has worked on urban/rural streets and highway projects and understands the requirement needs for each.

Frank Henderson, PE – Frank has more than 25 years of civil engineering experience; he joined RPA 6 months ago. Frank is a leader in transportation design, water and wastewater system design, stormwater hydrology and hydraulics, and utility system relocation design. Project experience features include client and project management; design report preparation; plan, specification and cost estimate preparation; technical design staff and subconsultant supervision and coordination; regulatory and funding agencies coordination; construction administration and alternative delivery (CM@Risk and design-build) projects.

Steve Lewis, PE – Steve has 13 years of engineering experience and has been with RPA for 3 years. Steve specializes in utility design and coordination. Steve has experience in private client and public works projects involving water and sewer systems, paving, grading, hydrology, drainage, and storm sewers. Steve's background is in civil and environmental engineering design and project management. He leads design teams on a variety of projects ranging in scope and complexity. He is responsible for multiple on-going contracts.

Andy Bhakta, EIT – Andy has more than 15 years of experience in California, Nevada and Arizona. His expertise includes master planning in land development subdivision and commercial. Andy has experienced many aspects of consultant services from project inception through completion of construction, on site development and public works projects including design of site grading, drainage, water and sewer utilities and roadways.

Andrew Matusak, EIT – Andrew has over 15 years experience in transportation infrastructure including project management and design of highways, light rail transit, heavy freight rail, intermodal freight facilities, and ancillary drainage, utilities and wall design. His background also includes conceptual design studies, urban/rural street improvements, plan and profile, construction cost estimates and post construction management. Andrew has been with RPA for 2 years.

John Catt, EIT – John has three years engineering experience in water and sewer infrastructure design and transportation design. John specializes in design tasks, construction preparation, project coordination and plan review, with detailed knowledge of utility coordination and relocation.

Ashley Lucas, EIT – Ashley has three years engineering experience in water and sewer infrastructure design and transportation design. She specializes in design tasks, develops plans, and specifications for roadway and highway improvements, pavement repair and preservation, and sidewalk, curb and gutter improvements. She assists in the development of design concept reports, mitigation reports, and conceptual plans..

Keith Drunasky, EIT – Keith has four years engineering experience in water and sewer infrastructure design and transportation design. He specializes in design of streets, drainage facilities, water main, sanitary sewer, and other civil engineering projects.

Joe Falinski, RLS – Joe has over 28 years experience in right-of-way plans, results of surveys and legal descriptions for urban freeways and rural highways, streets and field and property survey data. He has worked on over 140 roadway and right-of-way projects over the past few years. Joe is the survey party chief for RPA and has been with the company for 20 years.

Bob Umbanhowar. RLS – Bob is a survey project manager with RPA, has over 30 years of surveying experience. His experience includes serving as a Cadastral Surveyor for the Bureau of Land Management, in the South Maricopa Mountain Wilderness Area, Pellincillo Wilderness Area and the Mount Tipton Wilderness Area. He specializes in field and property survey data, as well as right-of-way plans, results of surveys and legal descriptions. Bob has worked as Survey Analyst on various locations across Arizona. He is knowledgeable in results of surveys for commercial and agricultural properties and has experience in Electric Easements, Exhibits and Legal Descriptions for utility companies such APS. Additionally Bob has provided various private surveys, ALTA's, ROS's, Topo, Aerial Control Survey and Elevation Certificates.

Robert Stephenson, RLS – Robert has 12 years of experience in horizontal and vertical control networks for master planned communities. He has performed static and real time kinematic Right of Way Surveys for ADOT on call survey projects ranging in size from 3 miles in length and 7 sections to 24 miles in length and 67 sectiosn. Supervised field completion of over ALTA/ASCM Land Surveys. Research of NGS, ADOT, city and county comtrol systems.

Joel LaKose – Joel has over 20 years experience in survey and engineering design of intersection/roadway improvements, drainage and utilities. Joel will assist in the geometric layout and creation of roadway plans. Joel has been with RPA for 18-years.

Steve Baldwin – Steve has worked with RPA's principals since 1974 and with RPA since 1979. He is very experienced in the design and preparation of transportation related projects. Steve has worked on public works projects involving the design of roads, streets, storm drainage facilities and water and sewer systems. He is an excellent designer and has the capability of designing and preparing plans on CADD systems using either AutoCAD or MicroStation formats.

Thomas Bower – Tom is a Senior CAD Designer with over 15 years with RPA. He has worked on roadway projects for the construction of new roadways and the reconstruction of roadway facilities deemed inadequate. Tom is one of RPA's senior designers for bus bays, sidewalks, park sites and has worked on parks and campgrounds for cities in the metropolitan area and throughout the State. Tom assists the RPA design team in designing and preparing plans using AutoCAD on our computer workstations.

Robert Willett – Robert has over seven years experience in transportation and traffic engineering design of intersection/roadway improvements, signing/pavement marking, traffic control, traffic signal, and roadway lighting plans. Robert has been with RPA for over a year, and his responsibilities on this project will be to assist in the geometric layout and creation of roadway plans.

Phil Lorenz – Phil performs quality assurance observations on a variety of civil engineering and public works projects completed by developers, utility companies or under municipal contracts. Phil has a thorough knowledge of national building codes, MAG Standard Specifications and Details and ensures projects meet appropriate industry and governmental standards. Past responsibilities have been for both vertical and horizontal construction.

B & C: Key Staff Category Matrix: RPA's design management team members and the services we provide, are unparalleled when it comes to representing your interests during the project and seeing that the intent of the design is implemented.

The RPA's Key Team Members and Classifications matrices list our team members and our subcontractors for this project. Identified on the matrix are categories they are qualified to provide services for along with their certifications, licenses and memberships in professional associations, societies or boards.

RPA's Key Team Members and Classifications

Individual Name	Years Experience	Professional Affiliations	Type of Certification or Registration	AZ Certification or Registration Numbers	Applicable Consultant Work Category
John Ritoch	42	ACEC/APWA	PE, RLS	8677 15901	Water Systems Distribution; Wastewater Systems; Transportation Engineering; Traffic Engineering; Survey; Plan Review; Construction Management; Improvement District Administration
Richard Powell	32	ACEC/County Engineers	PE, RLS	11314 16181	Water Systems Distribution; Wastewater Systems; Transportation Engineering; Traffic Engineering; Survey; Plan Review; Construction Management; Improvement District Administration
Karl Obergh	18	ASCE/ACEC APWA/ITE/STAC Committee Phx	PE	34008	Water Systems Distribution; Wastewater Systems; Transportation Engineering; Traffic Engineering; Plan Review; Construction Management
Josh Nies	11	ACEC/APWA SAME	PE	39617	Transportation Engineering; Plan Review; Construction Management
Frank Henderson	25	ACEC/APWA SAME	PE	28940	Water Systems Distribution; Wastewater Systems; Transportation Engineering; Traffic Engineering; Hydrology/Hydraulics, Plan Review; Construction Management
Steve Lewis	13	ACEC/APWA Valley Partnership	PE	34589	Water Systems Distribution; Wastewater Systems; Transportation Engineering; Plan Review
Andy Bahtak	15	Valley Partnership	EIT	n/a	Transportation Engineering
Andrew Matusak	15	ACEC/APWA	EIT	n/a	Transportation Engineering; Construction Management
John Catt	3	ACEC/ASCE YMF	EIT	n/a	Water Systems Distribution; Wastewater Systems; Transportation Engineering; Hydrology/Hydraulics
Ashley Lucas	3	ACEC/ASCE YMF	EIT	n/a	Water Systems Distribution; Wastewater Systems; Transportation Engineering; Hydrology/Hydraulics
Keith Drunasky	4	ACEC/ASCE YMF	EIT	n/a	Water Systems Distribution; Wastewater Systems; Transportation Engineering; Hydrology/Hydraulics

RPA's Key Team Members and Classifications

Individual Name	Years Experience	Professional Affiliations	Type of Certification or Registration	AZ Certification or Registration Numbers	Applicable Consultant Work Category
Robert Willett	7	ACEC	n/a	n/a	Water Systems Distribution; Wastewater Systems; Transportation Engineering; Hydrology/Hydraulics
Tom Bower	15	ACEC	n/a	n/a	Water Systems Distribution; Wastewater Systems; Transportation Engineering
Joel Lakose	20	ACEC	n/a	n/a	Water Systems Distribution; Wastewater Systems; Transportation Engineering; Hydrology/Hydraulics
Steve Baldwin	29	ACEC	n/a	n/a	Water Systems Distribution; Wastewater Systems; Transportation Engineering; Hydrology/Hydraulics
Joe Falinski	28	APLS	RLS	31591	Survey
Robert Stephenson	12	APLS	RLS	34562	Survey
Bob Umbanhowar	30	APLS	RLS	22285	Survey
Philip Lorenz	34	SAME	IMSA, ICC	SI 86477, ZZ 86477 5230794-BI	Construction Management/Inspection
SUBCONSUTANTS					
Ron Tatasciore (e-group)	37	ASLA, APA, Valley Forward, APWA	RLA, ASLA, APA	27539	Landscape Architect
Jason Harrington (e-group)	32	ASLA, ASIC	RLA, ASLA, ASIC, CLARB, Certified State Nurseyman	AZ 44161 NM 396 CLARB 2689	Landscape Architect
Stephen Smelser, (GEC)	23	ACEC, APWA	Registered Geologist, Certified Environmental Mgr OSHA 40-Hour Training in Hazardous Waste Operations with Annual Update American Red Cross First Aid and CPR Training		Geotechnical
Marvin Silva	25	ACEC, APWA	Ph D, PE	43472	Geotechnical
Michelle Fowler	20	ACEC, APWA	PE OSHA 40-Hour Training in Hazardous Waste Operations with Annual Update American Red Cross First Aid and CPR Training		Geotechnical

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm Ritoch-Powell & Associates

Address 3800 North Central Avenue, Suite 605

City Phoenix State AZ Zip 85012

Contact Name: Karl Obergh

Title: President

Telephone (602) 263-1177 Fax (602) 277-6286

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

- ✓ Water Distribution System
- ✓ Wastewater Systems
- ✓ Transportation Engineering
- ✓ Traffic Engineering
- ✓ Surveying
- ✓ Hydrology/Hydraulic Projects
- ✓ Plan Review Services
- ✓ Landscape Architects
- ___ Hydrogeological Engineering
- ___ GIS Programs
- ✓ Geotechnical and Environmental Engineering
- ___ Foundations & Structural Design
- ___ Electrical & SCADA Programming
- ✓ Construction Management
- ___ Architects
- ✓ Improvement District Administration

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RITOCH-POWELL
& ASSOCIATES

JOHN RITOCH, P.E., R.L.S.

Principal/Project Manager

EDUCATION
Arizona State University, Tempe, Arizona B.S. Engineering - Civil Engineering

REGISTRATION
Arizona Professional Civil Engineer #8677

Arizona Registered Land Surveyor #15901

California Professional Civil Engineer #21090

Idaho Professional Civil Engineer #2456

PROFESSIONAL AFFILIATIONS
Arizona Consulting Engineers Association (Past President))

American Public Works Association-Arizona (Past State President)

American Society of Civil Engineers (Past Chapter Officer)

Arizona Society of Professional Engineers (Past State President)

National Society of Professional Engineers

Mr. Ritoch has had more than 41 years experience in the planning and design of civil engineering projects in the private and public sectors of the economy, and has worked with RITOCH-POWELL & Associates since 1978. Mr. Ritoch has been responsible for the coordination and management of civil engineering projects in the public sector throughout his professional career.

He has coordinated and designed numerous city, county, state Federal public works, and military base projects involving the planning, design, and contract administration for grading/drainage, water, sewer, storm sewer, paving, campground, served as the City Engineer for the Town of Clifton, Arizona and completed numerous improvement district projects.

John worked for the U.S. Forest Service in surveys and design early in his career. He worked over 9 years for the California Department of Transportation's Highways Division (CalTans), where he was responsible for various alternative studies and designs of surface transportation corridors in the San Francisco bay area. Some of those projects included Interstate Routes 17, 101, 192, 280, 580 and 880. He also participated in and conducted public hearings and was responsible for the preparation of environmental assessments and impact statements for projects in Arizona, California and Idaho.

John has been project manager for numerous roadway and street improvement projects for multiple agencies throughout Arizona. He has worked on the Design Concept Report for the Estrella Roadway, Phase I, 2.5 miles of Guadalupe Road improvements - Power to Hawes and 2.3 miles of the new Queen Creek Road and Hawes Road roadways.

Additional roadway projects have included the Joseph City Interstate bypass, the Ray Road I-10 traffic interchange, 25 miles of safety improvement projects, widening 2+ miles of Navajo Blvd (B-40) through Holbrook, widening 5 miles of U.S. 191, widening 2.3 miles of S.R. 90, 4+ miles of S.R. 92 just south of Sierra Vista, the design 3.4 miles of 4-lane divided highway on S.R. 68 and several intersection projects along U.S. 95 from the City of Yuma to Lake Havasu City.

Additionally, John has experience in subdivision, condominium, commercial and industrial developments involving on-site and off-site improvements, utility relocations and civil designs, such as grading, drainage, paving improvements, package treatment plants, and water and sewer line extensions.

RICHARD POWELL, P.E., R.L.S

Project Principal

RITOCH-POWELL & ASSOCIATES

Mr. Powell has worked with RITOCH-POWELL & Associates, Consulting Engineers, as a civil engineer since 1978. With RPA, Rick is responsible for project plan development and engineering quality.

He has been involved in surface transportation studies and design. He has worked on route planning studies involving site selection, environmental assessment, and engineering design for a number of highway and streets projects in Arizona and other western states.

Rick's engineering design background has encompassed hydrology and drainage studies, storm drainage systems, earthwork and grading, water/sewer systems, and freeway, highway and street design for projects for state and local governments. Rick has been project manager or engineer for projects such as 28th Street Storm Drain, Utopia Road Improvements and Storm Drain, Edgemont Avenue, 8th Street improvements, 39th Avenue sidewalk, Maryland Avenue, Jomax Road improvements, Encanto Boulevard - 72nd Avenue to 75th Avenue improvements, Encanto Boulevard - 83rd Avenue to 85th Avenue improvements, 37th Avenue - Camelback Rd to Oregon Avenue improvements, Maryland Avenue - 27th Avenue to 35th Avenue improvements, Sweetwater Avenue - 35th Avenue to 39th Avenue improvements, Weir Street/28th Street - 28th Street to 32nd Street & Broadway to Weir improvements, and 19th Avenue/Van Buren storm drain design.

Rick has experience in private client and public works projects involving water and sewer systems, paving, grading, hydrology, drainage, and storm sewers for improvement districts, airports, military bases, and other state and local government's projects.

As a professional engineer, his work experience has also included the site planning, layout and design for commercial, industrial, and residential subdivision projects. Mr. Powell has worked as project manager on subdivision and commercial development projects which required master plans, plats, design of the roadway system, grading/drainage, and water/sewer facilities for these projects.

He is very familiar with local and state codes, standard details and specifications, and is responsible for preparing cost estimates, from budgetary to final bidding items, for all RPA projects.

EDUCATION

Purdue University, Indiana
B.S.C.E., Civil Engineering

REGISTRATION

Arizona PE 11314 & LS 16181

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers. (ASCE)
Arizona Consulting Engineers Association (ACEC)

RITOCH-POWELL & ASSOCIATES

KARL G. OBERGH, P.E.

Principal/Project Manager

EDUCATION
Northern Arizona University, B.S. Civil Engineering, 1994

REGISTRATION
Arizona Professional Civil Engineer, 34008

PROFESSIONAL AFFILIATIONS
Arizona Society of Professional Engineers

Arizona Council of Engineering Companies

Arizona Society of Civil Engineers

American Public Works Association

PUBLICATIONS
3-D Scanning for the Railroad Electrification project in San Jose California, Whitepaper

MCDOT Design, Draft and Production Manual, Phoenix, AZ 1999.

Mr. Obergh has more than 18 years experience in civil and transportation engineering design and project/construction management. His current emphasis is in transportation, traffic, utilities, and coordination. His responsibilities include project management, design, marketing, business development, and contract negotiations. He leads design teams on a variety of projects ranging in scope and complexity. He is responsible for multiple ongoing contracts.

His experience includes Design/Build, CMAR, traffic engineering, roadway design, water resources, intelligent transportation systems, transportation planning, site development, and structural design. He is involved with a variety of projects for local, state, and national agencies.

He is responsible for all day-to-day operations, review, and approval of engineering plans and reports, client relations, survey coordination, and marketing. He manages a workload of 10-20 projects varying in size and scope, most of which are small transportation projects. Mr. Obergh began as a civil engineer-in-training and became a project manager with a national engineering firm that specialized in transportation projects. At this company, he managed tasks for approximately 10-20 projects mostly consisting of on-call contracts with ADOT, City of Phoenix, City of Glendale and MCDOT.

RELEVANT PROJECT EXPERIENCE

Annual Services On-Call (2004-2006; 2006-2008), City of Phoenix, Arizona
Project Manager/Engineer for a multiple City of Phoenix projects. Responsible for meeting with DCM, Street Transportation, and Water Services personnel and producing project reports or plans. Karl has managed approximately 20 separate projects/tasks for these on-call contracts.

8th Street, Cave Creek Road to Hatcher Road, City of Phoenix, AZ. Project Manager for a paving and drainage improvement project which included the addition of curb, gutter, and sidewalk. Project consisted of redesigning an existing two-lane roadway to assist with drainage issues within a minimum right-of-way strip. Responsibilities included the coordination and management

Sunset Ridge Park at 87th Ave. & Missouri Ave, Glendale, AZ. Project Manager for the design of a 12-acre city neighborhood park. Responsible for coordination between city reviewers and landscape/irrigation and electrical sub consultants, preparation of plan set, and cost estimate. The construction plans consisted of grading & drainage, park layout, parking lot design, and utility connections for drinking fountains and irrigation controls. Park amenities consisted of a playground facility, turf ball field, basketball & volleyball court, and a multiuse path that encircled the park.

SRP Tailwater Ditch at 87th Ave. and Missouri Ave., Glendale, AZ. Project Principal for the design of 1,000 lineal feet of tailwater pipe. The project consisted of removing the existing concrete lined ditch and replacing with a 24" pipe due to the close proximity of a proposed neighborhood park.

Responsible for plan production, costs estimates, coordination with SRP and their irrigation structures, and the city.

SR 73 @ MP 334 Drainage Repair Project Assessment Report, ADOT, AZ. Project Manager for the conceptual replacement of a 14' steel plate pipe. The project consisted of creating alternatives for replacing the pipe with a bridge structure, calculating right-of-way takes, laying out detour plans, and preparing cost estimates. The pipe replacement was considered an emergency project due to the recent wildfires and significant amounts of erosion that had occurred.

Miscellaneous Bus Bay Designs (eleven), City of Phoenix, Arizona
Project Manager/Engineer for a multiple bus bay locations throughout the City of Phoenix. Responsible for producing roadway, utility coordination and design, and estimates for either type 1, 2 or 3 City of Phoenix standard bus bays. Coordination between the City of Phoenix and the adjacent utilities.

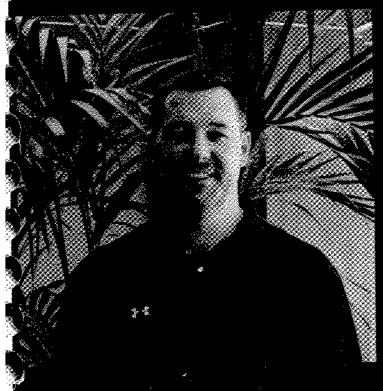
Design Concept Report for the 395th Avenue / I-10 Traffic Interchange, Tonopah, AZ. Project Manager for the conceptual and final design of the Copperleaf traffic interchange. Estimate construction cost of $19.5M. The project consisted of the re-alignment of 395th Avenue to create a perpendicular crossing over I-10. The traffic interchange will be a designed as tight diamond with parallel type ramps. The traffic numbers increase dramatically with the expansions of several large housing developments in the area. This traffic interchange will serve as the primary access point to I-10 and connection east to Phoenix and west to California. Design issues consisted of the limited amount of space between the existing crossroads and the skewed alignment of I-10. The design criteria were defined by the ADOT roadway design guidelines for a future 'I-10 ultimate expansions' with a 4+1 lane configuration in each direction. The changes for this project were coordination with the agencies concerning the type and length of bridge structure. The length of the bridge structure defines many factors such as ramp geometry starting and ending point, side slope requirements, clearance, and defining the vertical geometry.

Navajo Boulevard Roadway Widening, ADOT, Holbrook, AZ. Project Engineer for post-design services. The project consisted of widening 3.5 miles of an existing 3-lane road to 5-lanes, coordinate utility relocations such as water and power. Design consisted of a new 72" storm drain, driveways, lighting, curb & gutter, and sidewalk improvements. Challenges included maintaining traffic through an urban area with business's while under construction.

RITOCH-POWELL & ASSOCIATES

JOSH NIES, P.E.

Project Manager/Engineer



EDUCATION

United States Navy, Certificate. School of Aviation Electronics, July, 1990.

University of Arizona, B.S. Civil Engineering, May, 1998.

University of Phoenix, M.B.A. Business Administration, May, 2001.

REGISTRATION

Arizona Professional Civil Engineer #39617, 2003

PROFESSIONAL AFFILIATIONS

List professional societies

PUBLICATIONS

Author, Publication title, location, date

Mr. Nies has more than eleven years of experience in the civil engineering field specializing in transportation engineering and pre-design reports. Key areas of expertise consist of civil design, geometric layout, utility coordination, local street improvements, site development, construction inspection, and managing post-design services. Additionally, he has researched, written, and prepared numerous pre-design concept reports. Further experiences include the design of retaining walls and noise walls, light rail projects, and interchange geometric layout and design. He has extensive knowledge of Microstation and InRoads civil design software.

RELEVANT PROJECT EXPERIENCE

8th Street, Cave Creek Road to Hatcher Road, City of Phoenix, AZ. Project Manager/Engineer for a paving and drainage improvement project which included the addition of curb, gutter, and sidewalk. Project consisted of redesigning an existing two-lane roadway to assist with drainage issues within a minimum right-of-way strip. Responsibilities included the coordination and management of the design, preparation of plans and a detailed cost estimate, preparing driveway profiles & culvert profiles, and preparing right-of-way area calculation sheets.

39th Drive, Creedance to Alameda, City of Phoenix, AZ. Project Manager/Engineer for new sidewalk and ADA ramps. Project consisted of designing a new sidewalk, curb & gutter, Sidewalk ramps, and short retaining walls. Responsibilities included the coordination and management of the design, preparation of plans and a detailed cost estimate, and preparing right-of-way area calculation sheets.

Navajo Boulevard Roadway Widening, ADOT, Holbrook, AZ. Project Engineer for post-design services. The project consisted of widening 3.5 miles of an existing 3-lane road to 5-lanes, coordinate utility relocations such as water and power. Design consisted of a new 72" storm drain, driveways, lighting, curb & gutter, and sidewalk improvements. Challenges included maintaining traffic through an urban area with business's while under construction.

On-Call Consultant Design Services, ADOT, Phoenix, AZ. (Earth Tech, 1999). Design Engineer responsible for preparation of construction plans, technical specifications, and detailed construction cost estimates for pavement preservation projects. Coordinated design with ADOT and utility companies to eliminate project conflicts. Performed field reviews and miscellaneous roadway surveys.

Ironwood Village Neighborhood Park, Scottsdale, AZ. (Earth Tech, 1998). Design Engineer for a four acre residential park. Responsible for preparation of construction plans, technical specifications, and a detailed construction cost estimate. Plans consisted of storm drain & sewer design, paving plan, site grading & layout, and utility relocations. Coordination included close work

with architectural and landscape designers, the City of Scottsdale, and various utility companies.

Lone Pine Dam Road & Bridge Design, Navajo County, AZ. Project Manager for the realignment of approximately 3,400' of roadway around an existing dam and construction of a 440' long bridge over Show Low Creek. Responsible for preparing 60% plans, specifications, and cost estimate thru ADOT Local Government Section.

Sunset Ridge Park at 87th Ave. & Missouri Ave Construction Administration Services, Glendale, AZ. Project Manager for the Construction Administration Services for a 12 acre city neighborhood park. The project consisted of managing the Contractor to be responsible for a revised set of drawings and park amenities. Responsible for running weekly meetings, managing project change orders, design submittals, & RFI logs, verifying budgets, and performing site inspections.

West Valley Salt River Crossings 59th Ave to 99th Ave. Candidate Assessment Report, MCDOT, AZ. Project Manager for the DCR to study six possible crossings of the Salt River between 59th Ave and 99th Ave. The project included research and understanding of existing utilities, land use, future transportation corridors, traffic analysis, right-of-way, and costs to determine a preferred alternative to cross the Salt River (bridge and/or low water).

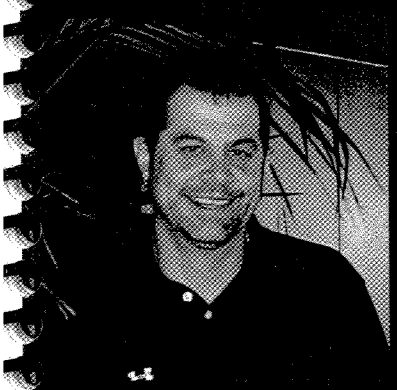
SR 73 @ MP 334 Drainage Repair Project Assessment Report, ADOT, AZ. Project Manager for the conceptual replacement of a 14' steel plate pipe. The project consisted of creating alternatives for replacing the pipe with a bridge structure, calculating right-of-way takes, laying out detour plans, and preparing cost estimates. The pipe replacement was considered an emergency project due to the recent wildfires and significant amounts of erosion that had occurred.

Rittenhouse Road Intersection Improvements, Town of Queen Creek, AZ. Project Manager for four separate intersections improvements. This project was an interim intersection improvement project that widened the roadway at four intersections. The primary objective was to install new traffic signals at each intersection. In doing so, vertical curb was installed to discourage errant vehicles from striking adjacent power poles. Overhead power poles, traffic signs, gas risers, and other utilities were all potential conflicts that had to be relocated or designed around.

RITOCH-POWELL & ASSOCIATES

FRANK E. HENDERSON, III, PE

Project Manager



EDUCATION

B.S. Civil Engineering, United States Air Force Academy, Colorado Springs, Colorado, 1979

REGISTRATION

Arizona Professional Civil Engineer, 28940
Illinois Professional Civil Engineer, 062-049047
Wisconsin Professional Civil Engineer, 29751

PROFESSIONAL AFFILIATIONS

Arizona Society of Professional Engineers (ASPE)

Arizona Council of Engineering Companies (ACEC)

Arizona Society of Civil Engineers (ASCE)

American Public Works Association (APWA)

Mr. Henderson has more than 20 years of civil engineering experience in transportation design, water and wastewater system design, stormwater hydrology and hydraulics, and utility system relocation design. Project experience features include client and project management; design report preparation; plan, specification and cost estimate preparation; technical design staff and subconsultant supervision and coordination; regulatory and funding agencies coordination; construction administration and alternative delivery (CM@Risk and design-build) projects. Specific project experience includes municipal potable water supply, distribution and pumping systems; wastewater collection, transport and pumping systems; rural and urban freeway design, arterial street design, stormwater collection, conveyance and pump station system design, open channel hydraulics; large-diameter pipe design; cross country fiber optic cable networks; and airport and airfield improvements.

RELEVANT PROJECT EXPERIENCE

City of Glendale, Bethany Home Road Improvements Construction Administration, Glendale, Arizona. Project manager for construction administration services including inspection, daily reports, shop drawing reviews, RFI responses, conducting weekly progress meetings, review monthly pay estimates, conduct final walk-throughs, and complete project acceptance for closeout. [11/2006 - 2007]

Town of Gilbert, Pecos Road Realignment, Gilbert, Arizona. Project manager responsible for survey, design, geotechnical investigation, construction documents, estimates, construction permits, legal descriptions and construction management for 4.0-mile project realignment and widening project between Lindsay Road and Recker Road. Project was completed using the construction manager at risk (CM@R) alternative procurement method. Project design features included 4.0 miles of 6-lane divided urban roadway, stormwater collection system, stormwater detention basins, two miles of new 16-inch water line, 1.5 miles of 10-inch sanitary sewer, 3.7 miles of reclaimed water line (2.5 miles of 16", 1000 feet of 30" and 1.0 mile of 42") Provided design coordination for new utility infrastructure and utility relocations, including power, cable TV, telephone, natural gas, fiber optic communication and high pressure petroleum. [07/2003 - 10/2005]

Arizona Department of Transportation, Santan Freeway, Gilbert Road to Frye Road, Phoenix, Arizona. Project engineer responsible for hydrologic drainage study, storm water conveyance channel, detention basins, storm drain system hydraulic calculations and design, pump station design and numerous public utility relocations for 3.5 miles of 6-lane urban freeway with one diamond traffic interchange and one half diamond interchange. Drainage components included hydrologic analysis of 100-year off-site event, hydrologic analysis of 10-year and 50-year on site (freeway pavement) storm event, open channel design for 100-year event, large-diameter (24 to 78 inch) storm drain system and two storm water pump stations. Public utility relocations included telephone, fiber optic, cable television, 20-inch water line and irrigation system relocations. The existing overhead 12 kV and 69kV power relocations required substantial design and construction sequencing

coordination to complete power transmission lines are relocated during nonpeak (winter) demands to ensure no service interruptions. The project also required design and construction coordination to relocate existing Roosevelt Water Conservation District features in the project corridor without affecting existing agriculture irrigation demands. Irrigation relocation required substantial right of way and easement acquisition for the new facilities. A 6-inch-diameter high-pressure line was relocated and depressed under the freeway. [05/2003 - 08/2004]

City of Scottsdale, Thompson Peak Parkway, Scottsdale, Arizona. Project engineer for a drainage analysis, storm drain system design, water line design and utility relocation design for $6.0 million project to construct 1.0 mile of six lane urban roadway project. Unique project component including suspended water line and storm drain systems from bridge structures including expansion capabilities. Utility locations were coordinated with bridge design to ensure cost effective location without increasing structure cost for added dead load.

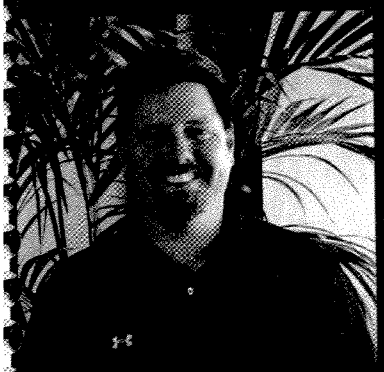
City of Scottsdale, Ironwood Park, Scottsdale, Arizona. Project engineer for drainage analysis, site grading, parking lot and utility relocation coordination. Park site is located adjacent a major wash that inundates site during 100-year event. City code requires protection form the 100-year event without disturbing the Native Area Open Space (NAOS). Public and site aesthetic requirements precluded retaining or flood walls. Civil site work developed an aesthetic earth berm compatible with the existing landscape to complement the park theme while providing flood protection and minimizing grading disturbance to the NAOS.

City of Phoenix, Indian School Road Water Main, Phoenix, Arizona. Project manager and lead engineer responsible for design of a 48-inch water main at the Indian School Road crossing of the Agua Fria Freeway (Loop 101). The water main provided potable water across Loop 101 to expanding west valley by connecting to the existing 48-inch water main at 93rd Avenue. The water main crossing design required a 40-foot excavation to clear the depressed freeway at Indian School Road.

RITOCH-POWELL & ASSOCIATES

STEVE LEWIS, PE

Project Manager/ Engineer



EDUCATION
Northern Arizona University, B.S. Civil Engineering, 1994

REGISTRATION
Arizona Professional Civil Engineer #34589, 2000

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers, Since 1993

American Public Works Association, Since 1999

American Council of Engineering Companies, Since 2004

Mr. Lewis has more than 13 years experience in civil and environmental engineering design and project management. His current emphasis is in transportation, utilities, and commercial development projects. His responsibilities include project management, design, marketing, business development, and contract negotiations. He leads design teams on a variety of projects ranging in scope and complexity. He is responsible for multiple ongoing contracts. Currently, Mr. Lewis is project manager and lead engineer on the City of Phoenix Lift Station 63 Removal project, which included a 36" sewer extension and a 42" waterline vertical relocation. Mr. Lewis is also the project manager for the City of Peoria Rio Vista Park Phase II improvements which includes entrance roadway widening plans, park improvement plans, and utilities plans (extension of water and sewer infrastructure for new facilities).

Previous to RPA, Mr. Lewis was a Project Engineer for Parsons Corporation for two years. In this position, Mr. Lewis specialized in transportation projects and utilities projects. Mr. Lewis' main roadway and utilities projects included Happy Valley Road, Terramar Boulevard to Lake Pleasant Parkway and Santan freeway, Higley Road to Power Road. The Happy Valley Road project included 3.5 miles of new roadway and 16" waterline. The Santan Freeway project included vertical relocation of a 36" water line and triple sewer force main for the City of Mesa and Town of Gilbert. In addition, Mr. Lewis was the lead engineer on the General Motors, Milford Proving Ground Test Tracks project. This project included design of four vehicular test tracks and upgrades to site water systems.

Previous to Parsons, Mr. Lewis was the Office Manager and Associate Principal of a small satellite engineering office in Phoenix, Arizona. He was directly responsible for all day-to-day operations, review and approval of engineering plans and reports, client relations, survey coordination, and marketing. He managed a workload of 10-20 projects varying in size and scope, most of which are small commercial land development projects. Mr. Lewis began as a civil engineer-in-training and became a project manager with a national engineering and environmental firm that specialized in environmental and water resource projects. At this company, he managed 5-10 projects mostly consisting of on-call annual support government contracts and he worked on a wide variety of projects including water treatment plants, landfill closures, evaporation ponds, pipelines, and permitting. His main projects were with the U.S. Army Yuma Proving Grounds, the City of Scottsdale, and Motorola.

RELEVANT PROJECT EXPERIENCE

Eloy Industrial Park:
Currently working on three industrial subdivisions in Eloy Arizona with a combined total acreage of 173 acres. We are currently in the process of doing the conceptual layout for the 3 sites to include feasibility analysis and siting analysis for utilities. The project also includes design of water and sewer mains and service lines.

Annual Services On-Call (2004-2006; 2006-2008), City of Phoenix, Arizona
Project Manager/Engineer for a multiple City of Phoenix projects. Responsible for meeting with DCM, Street Transportation, and Water Services personnel and producing project reports or plans. Karl has managed approximately 20 separate projects/tasks for these on-call contracts.

ACO Polymer Products: Currently in construction
RPA completed design and is involved construction management for a 20 acre industrial development in Casa Grande. The project included coordination with APS on new electrical services for the subdivision and the new ACO facility. The project also included design of water and sewer mains and service lines.

City of Peoria Rio Vista Park Phase 2
Currently in construction- RPA completed the civil engineering design for 26 acres of park improvements including parking lots, ball fields, a recreation center, and access roadways. This project included coordination of new electrical facilities for the new portion of the park. The project also included design of water and sewer mains and service lines.

McDowell Towers
5 Acre, 900-Unit, 3,000 s.f. retail Mixed-use Development located at the northwest corner of McDowell Road and Central Ave in downtown Phoenix, Arizona.

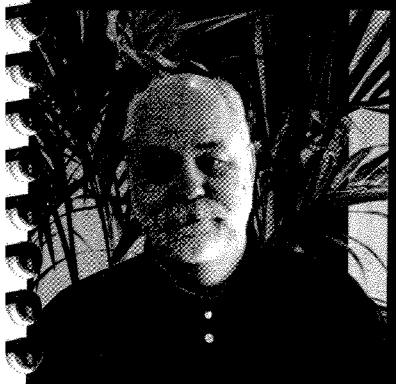
Canvas 1011
4 Acres Mixed-use Development located at the northeast corner of Roosevelt St. & 3rd Street in downtown Phoenix, Arizona

Flats in Downtown Phoenix
4 Acre Mixed-use Development at the southeast corner of 3rd Street and Portland St. in Downtown Phoenix, Arizona

Currently working on design for multiple Circle K sites throughout Southern Arizona.

ADOT Santan Freeway (with Parsons Transportation Group)
Coordination and design for the relocation of several 69kV overhead electrical lines and conversion of several 12kV lines from overhead to underground. The project also included design of water and sewer mains and service lines.

RITOCH-POWELL
& ASSOCIATES



EDUCATION
High School graduate, assorted college courses, technical courses and work related seminars.

THOMAS BOWER

Project Manager/Senior Designer

Mr. Bower has worked in Civil Engineering for over 32 years at various positions that entailed both office and field duties. They included survey, geotechnical and structural testing, drafting, project team leader, project manager, designer and construction administration.

He is proficient in several computer design software programs including Microstation, AutoCAD, and other coordinate geometry and modeling programs.

He worked for a geotechnical firm where his duties included performing concrete slump tests, collecting concrete samples (cylinders) at construction sites, performing the tests on those samples to determine their strength. Also, soil density tests and other assorted soil tests to determine loading for building footings.

Public utility design projects he has been involved with include municipal sanitary sewer collection systems, rehabilitation of existing wastewater collection systems, lift stations and forced mains, municipal wastewater treatment plants, on-site septic systems, leach fields, evapotranspiration systems, municipal storm water collection systems, municipal potable water systems and transmission mains in excess of 84".

Several dozen municipal paving ranging from residential streets to major arterials and over a dozen ADOT pavement preservation projects. Municipal and private site development that included paving, water, and sanitary sewer for project from under 5 acres to over 500 acres. Municipal county and state park projects that ranged from developing construction documents for new city parks to complete renovations to existing state parks that included paving, potable water treatment and storage systems, wastewater treatment with storage and reuse disposal systems.

ADOT Right-of-Way projects that required documents research, determination of property locations and right of way corridors.

Preparing ALTA, boundary and topographic surveys for municipal and private clients. Also, preparing documents for lot subdivision and right of way acquisition and the writing of legal descriptions.

He has been involved in multiple phases on many of these projects that included evaluating existing conditions, preparing exhibits for proposals, attending and assisting in presentation to potential clients, collecting field data as part of the survey crew, transferring that data to basemapping, being the team leader on projects in which there were several engineering and architectural disciplines involved, designing and preparing construction documents, coordinating and assembling construction documents for those projects that had more than one discipline, attending public meetings, reporting progress and attending meetings with clients, preparing documents to assist in obtaining permits from municipal and state agencies, meeting with those agencies to answer any questions, coordinating with private utilities, preparing cost estimates, assisting clients in the bidding process, reviewing shop drawings, construction observation and construction administration.

RELEVANT PROJECT EXPERIENCE

Buckskin Mountain State Park
Client: Arizona State Parks
Location: Parker, Arizona
Description: Complete Park Renovation, (Grading, Paving, Potable Water Filtration System, & Storage, Potable Water Distribution, Wastewater Collection, Wastewater Treatment, Effluent Storage, Reuse Disposal System)
Duties: Project Manager, Senior Designer, Construction Administrator

Cattail Cove State Park
Client: Arizona State Parks
Location: Parker, Arizona
Description: Renovations to RV Campsites and Potable Water System
Duties: Project Manager, Senior Designer

Cave Creek Regional Park
Client: Maricopa County Parks & Recreation
Location: Cave Creek, Arizona
Description: Design of Evapotranspiration Bed (Approx. 100′ x 300′)
Duties: Project Manager, Senior Designer, Construction Administrator

Lake Pleasant Regional Park
Client: Maricopa County Parks & Recreation
Location: Morristown, Arizona
Description: Design of Recreational Vehicle Dump Station & Septic System
Duties: Project Manager, Senior Designer, Construction Administrator

Augusta Park
Client: City of Mesa
Location: Mesa, Arizona
Description: New Neighborhood Park (Approx. 10 Acres)
Duties: Project Manager, Senior Designer

Valencia Park
Client: City of Mesa
Location: Mesa, Arizona
Description: New Neighborhood Park (Approx. 5 Acres)
Duties: Project Manager, Senior Designer

Goodyear Community Park
Client: Town of Goodyear
Location: Goodyear, Arizona
Description: New Community Park
Duties: Senior Designer (Water, Sewer, Paving & Hardscape Layout)

Lake Havasu Water Safety Center
Client: Arizona State Parks
Location: Lake Havasu, Arizona
Description: Potable Water System, Wastewater System and Roadways
Duties: Senior Designer

RITOCH-POWELL
& ASSOCIATES

EDUCATION
Rio Salado Community College: CADD Classes

Glendale Community College: CADD Classes

Joel La Kose

Senior CAD Technician

Mr. La Kose has worked with RPA for over 19 years. He started with the firm as an instrument man on our survey crew. Joel has moved indoors and is now a CADD technician specializing in MicroStation and AutoCAD. He has been the lead CADD technician on various projects including paving, grading and drainage, water and sewer, property surveys and right of way. Joel is a valuable part of our staff because of his experience in both survey and CADD.

RELEVANT PROJECT EXPERIENCE

Design projects involved in include numerous ADOT, ADOT R/W Maricopa County and various City Municipalities.

ADOT Projects:

- I-17 Frontage Road
- 395th Avenue/I-10 Traffic Interchange
- US 70 MP 282 to 283
- Navajo Boulevard
- Sunland Gin Road Traffic Interchange
- SR260\US 60 Intersection
- US 60 Carrizo Drive
- US 60 Pinto Valley Road
- SR 73 Emergency Road Repair
- SR 260 Hon Dah-McNary, Pavement Preservation MP 357 to 361
- I-40 Querino- Hawthorne, Pavement Preservation
- I-10 Valencia-Wilmont EB Frontage Road
- I-40B Navajo Blvd-Holbrook MP 287.6 to 289.8
- SR 77 Winkelman, Pavement Preservation-Guard Rail Replacement
- SR 80 Bisbee Tunnel to Lowell Circle, Pavement Preservation
- SR 89 Hamblin Wash, Pave Preservation
- US 95 Castle Dome Intersection Realignment
- US 180 Mt Calvary Church – Widening Left Turn Lane
- I-40 Walnut Canyon TI – Winona WB
- I-15 Littlefield – Virgin River MP 7.94 to 13.12, Pavement Preservation
- I-10 E WilcoxTI – Luzena MP 344 to 356, Pavement Preservation
- US 93 Temple Bar – Divided Sec (SB)

County Projects:

- Lone Pine Dam Road and Bridge, Navajo
- Intersection of Williams Field Road and Higley Road, Maricopa
- 7th Street – Carefree Highway to Desert Springs Road, Maricopa
- Cave Creek\White Tank\Lake Pleasant Dump Station\ET Bed Design, MC Parks

Municipal Projects:

- Bus Bays, City of Phoenix
- 8th Street Improvements, City of Phoenix
- 39th Avenue sidewalk, City of Phoenix
- Van Buren Pedestrian Safety Improvements, City of Avondale
- Thomas Road Bicycle and Pedestrian Improvements, City of Scottsdale
- Power Road Median Channelization, Mesa
- Bell\Holmes Storm Drain Study

RITOCH-POWELL & ASSOCIATES

ANDREW MATUSAK, E.I.T.

Project Engineer

EDUCATION

Youngstown State University, B.S. Civil Engineering, June 1991.

The University of Kansas, M.S. Engineering Management, Field Study in progress.

REGISTRATION

EIT Missouri

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers. (ASCE)

PUBLICATIONS

HNTB InRoads Training Manual, Kansas City, MO 1995.

New Mexico State Highway Transportation InRoads Training Manual and Design Implementation, Santa Fe, NM 1998.

MCDOT Design, Draft and Production Manual, Phoenix, AZ 1999.

Mr. Matusak has more than fifteen years of experience in the civil engineering field specializing in transportation engineering, including project management and design of highway, light rail transit, heavy freight rail, intermodal freight facilities, and ancillary drainage, utilities, and wall design. He has worked extensively with the State of Arizona and County Agencies in addition to projects in Ohio, Missouri, Nebraska, Texas, New Mexico and California. Key areas of expertise consist of civil design, geometric layout, Urban/Rural street improvements, site development, design concept reports, value engineering and managing post-design services. He has extensive experience with the use of Microstation and InRoads civil design software. Andrew is experienced in administration public speaking.

RELEVANT PROJECT EXPERIENCE

ADOT Final Design for I-17 Frontage Road, Phoenix, AZ.
Project Manager/Design Engineer for the design of a 1 mile Frontage Road between Pinnacle Peak and Happy Valley Road. This design project require coordination between several roadway project being design within the same project limits. These projects included the widening of I-17, the connection to the existing Happy Valley Town Center, and the development 17 North Corporation Center. Coordination between agencies, project managers, and developers was a major challenge in the success of this project.

ADOT Design Concept Report for the 395th Avenue / I-10 Traffic Interchange, Tonopah, AZ.
Project Manager/Design Engineer for the conceptual and final design of the Copperleaf traffic interchange. Estimate construction cost of $19.5M. The project consisted of the re-alignment of 395th Avenue to create a perpendicular crossing over I-10. The traffic interchange will be a designed as tight diamond with parallel type ramps. The traffic numbers increase dramatically with the expansions of several large housing developments in the area. This traffic interchange will serve as the primary access point to I-10 and connection east to Phoenix and west to California. Design issues consisted of the limited amount of space between the existing crossroads and the skewed alignment of I-10. The design criteria were defined by the ADOT roadway design guidelines for a future 'I-10 ultimate expansions' with a 4+1 lane configuration in each direction. The changes for this project was coordination with the agencies concerning the type and length of bridge structure. The length of the bridge structure defines many factors such as ramp geometry starting and ending point, side slope requirements, clearance, and defining the vertical geometry.

MCDOT Jomax Road Feasibility Report, Peoria/Surprise, AZ.
Project Engineer for the development of an East/West Arterial Roadway by providing a conceptual alignment for the 6.0 mile phased improvements of Jomax Road between 163rd Avenue and Loop 303/Happy Valley Road. Design issues consisted of eliminating the tight curves around the Butte East of 155th Avenue, connection at Happy Valley Road between Dysart and El Mirage Road, and design geometrics to meet MCDOT design criteria. The

preferred alternative would be phased base on population/urbanization growth within the project limits. This phasing would include initial improvements of Jomax Road to a Rural Minor Arterial, phase interim to an Urban Principal Arterial, and final phase to an 'Enhanced' Urban Principal Arterial (Super Street) with 190' foot right-of-way, bridges for direct traffic flow, and half-mile signalized intersections. Responsibilities included the coordination and management of the design, right-of-way acquisitions, detailed cost estimates per phase, and assist in preferred alternative selection.

Valley Metro Light Rail Project, Phoenix/Tempe/Mesa, AZ.
Value Engineer for the review process of the 20 mile $1.4B initial phase urban corridor. Design reviewer of the five segment light rail submittals, maintenance storage facility, station finishes, and the Tempe Town Lake Bridge from preliminary to final design.

ADOT Pre-Design On-Call, AZ.
Project Engineer for design and task management for preparing scoping letters, project assessment reports, and design concept reports for rural and urban projects throughout the state. Responsibilities include research, writing, quantity take-offs, cost estimates, and coordination with various municipalities.

ADOT US60/Loop 101 Traffic Interchange, Tempe, AZ.
Design Engineer for the level-4 traffic interchange. Responsibilities include the geometric alignment of the semi-directional ramps, high volume detour alignments and phasing plans, signing and markings plans, cost estimates, and specifications.

RITOCH-POWELL & ASSOCIATES

JOSEPH FALINSKI, RLS

Survey Manager

EDUCATION
Paul Smith College, Forestry and Land Surveying

REGISTRATION
Arizona Registered Land Surveyor #31591

PROFESSIONAL AFFILIATIONS
Member of Arizona Professional Land Surveyors
Member of Tempe Elks Lodge #2251

Mr. Falinski, a survey project manager with RPA, has over 28 years of office and field experience. Joe provides RITOCH-POWELL with the ability to obtain the necessary field and property survey data through his combined experience as a survey party chief and as an office survey manager. With extensive seasoning solving complex parcel discrepancies and survey datum control issues, Joe is able to combine the legal descriptions with the field data into the end product necessary for design and acquisitions. Once the fieldwork and property research is completed, it is Joe's responsibility to translate that data in electronic files for design purposes.

Mr. Falinski has worked on 140+ roadway and right-of-way projects over the past eighteen years with Ritoch-Powell. The roadway projects were located in Districts outside the Phoenix area. He has prepared right-of-way plans, results of surveys and legal descriptions for multiple municipalities and DOT's throughout Arizona.

RELEVANT PROJECT EXPERIENCE

Municipal Projects:

- 67th Avenue – Pinnacle Peak Rd to Happy Valley Rd. (right-of-way annexation), City of Peoria
- Rio Vista Park, Phase II (Design/Build), City of Peoria
- Market Street, City of Peoria
- 91st Avenue/Monroe, City of Peoria
- Cotton lane; Bridge over the Gila River legal descriptions and r/w strip map per the City of Goodyear
- Goodyear Park, Phase I & II, City of Goodyear
- 28th Street storm drain, City of Phoenix
- Utopia Road improvements and storm drain, City of Phoenix
- 8th Street improvements, City of Phoenix
- Maryland Avenue, City of Phoenix
- Jomax Road improvements, City of Phoenix
- Encanto Boulevard-72nd Avenue to 75th Avenue improvements, City of Phoenix
- Encanto Boulevard-83rd Avenue to 85th Avenue improvements, City of Phoenix
- 37th Avenue-Camelback Rd to Oregon Avenue improvements, City of Phoenix
- 19th Avenue/Van Buren storm drain design, City of Phoenix
- Water Park at Tempe Town Lake - City of Tempe
- Valencia Park - City of Mesa

County Projects:

- Lone Pine Dam Road and Bridge, Navajo
- Cotton Lane, Bridge over the Gila River, Maricopa
- 7th Street Candidate Assessment Report-Carefree Highway to Desert
- Estrella Roadway Drainage & Right of Way–Grand Avenue to Lake
- Pleasant Road, Maricopa
- Queen Creek Road – Hawes Road to Power Road, Maricopa

- Estrella Interim Roadway Limited Scope Design Concept Report, Maricopa

ADOT Projects:

- I-40, Querino to Hawthorne
- US 60 Carrizo Drive
- US 60 CBC Extension MP 352
- I-17 / Munds Park T.I.
- SR 260/US 60 Intersection
- Grand Avenue Survey - X-Section NB MP 129-136
- SR 87 - Emergency Flood Repair MP 230
- I-10/Tucson-Benson Highway, Alvernon, Valencia & Kolb T.I.'S
- US 93 overlay s 4A/4B
- US 70 - Safford Streets R/W
- Loop 101 R/W – Via Linda to Scottsdale Road
- SR 51 R/W - Dreamy Draw to Bell Road
- SR 95 R/W + ROS – Bullhead City – Clubhouse Drive
- US 60 R/W + ROS - Globe – Ragus Road

Commercial Projects:

- McDowell Towers – 25 Acres Commercial Development located in downtown Phoenix, Arizona
- Canvas 1011 – 12 Acres Commercial Development located in downtown Phoenix, Arizona
- Flats in Downtown Phoenix – 12 Acres Commercial Development located in downtown Phoenix, Arizona
- Bowne Properties - 5 Acres Commercial Development located in downtown Phoenix, Arizona
- Navajo Rose Storage – 12 Acres Commercial Storage location in old Valley, Arizona
- Eloy Industrial Park – 173 Acres Industrial Development adjacent to Interstate 10 in Eloy, Arizona
- Multiple Circle K sites throughout southern Arizona
- ACO Polymers - 20 Acres industrial development in Casa Grande, Arizona.
- City of Peoria Rio Vista Park Phase 2 –26 acres of park improvements

RITOCH-POWELL & ASSOCIATES

ROBERT UMBANHOWAR, RLS

Survey Project Manager

EDUCATION
General Studies

REGISTRATION
Arizona Registered Land Surveyor #22285

PROFESSIONAL AFFILIATIONS
Member of Arizona Professional Land Surveyors

Mr. Umbanhowar, is a survey project manager with RPA, has over 30 years of surveying experience. His experience includes serving as a Cadastral Surveyor for the Bureau of Land Management, in the South Maricopa Mountain Wilderness Area, Pellincillo Wilderness Area and the Mount Tipton Wilderness Area. He specializes in field and property survey data, as well as right-of-way plans, results of surveys and legal descriptions.

Bob has worked as Survey Analyst on various locations across Arizona. He is knowledgeable in results of surveys for commercial and agricultural properties and has experience in Electric Easements, Exhibits and Legal Descriptions for utility companies such APS. Additionally Bob has provided various private surveys, ALTA's, ROS's, Topo, Aerial Control Survey and Elevation Certificates.

RELEVANT PROJECT EXPERIENCE

County Projects:

- Deer Valley Road, 109th Avenue (west of Lake Pleasant Parkway) to Loop 303, Maricopa County
- El Mirage Design Concept Report, Maricopa County
- Lone Pine Dam Road and Bridge, Navajo County

Municipal Projects:

- 83rd Avenue Widening, Williams Road to Calle Lejos
- 67th Avenue – Pinnacle Peak Rd to Happy Valley Rd. (right-of-way annexation), City of Peoria

ADOT Projects:

- I-40, Querino to Hawthorne
- US 60 Carrizo Drive
- US 60 CBC Extension MP 352
- I-17 / Munds Park T.I.
- SR 260/US 60 Intersection
- I-10/Tucson-Benson Highway, Alvernon, Valencia & Kolb T.I.'S
- US 70 - Safford Streets R/W
- SR 95 R/W + ROS – Bullhead City – Clubhouse Drive
- US 60 R/W + ROS - Globe – Ragus Road
- US 87 Emergency Flood Repair MP 230
- Mohawk Rest Area, I-8, Yuma, AZ
- Needle Mountain Rest Area I-40, Topock, AZ
- McGuireville Rest Area I-17
- I-17/Loop 101 to Carefree Highway, ROS
- SR 78 Murder Camp Wash ROW and ROS
- 101 Loop, Pima Freeway. I-17- Cave Creek Road Right of Way
- 101 Loop, Pima Freeway, Cave Creek-56th St Right of Way
- 101 Loop, Pima Freeway, 56th St.-Scottsdale Road Right of Way
- 101 Loop, Pima Freeway, Scottsdale Road-90th Street (Pima) R/W
- SR 51 Squaw Peak Freeway, Thunderbird-Bell Road Right of Way
- Sunset Rest Area I-17
- SR 95 Courtwright-Valencia Right of Way
- US 95 San Luis-Sommerton Right of Way
- Right of Way Cadd Standards

RITOCH-POWELL
& ASSOCIATES

ROBERT WILLETT

Traffic Designer/Designer

Mr. Willett has over 7 years of experience in Traffic Engineering and over 5 years of Survey experience. His responsibilities have included: traffic engineering design of intersection/roadway improvements, signing/pavement marking, traffic control, traffic signal, and roadway lighting plans. He has also collected the necessary field data for both design and traffic analyses. His specialty is traffic signal and roadway lighting design. Robert has experience with several lighting analysis programs, including Visual, CalaPro and Lumen Micro.

RELEVANT PROJECT EXPERIENCE

Traffic Signals for the City of Glendale:
As part of various On-Call Contracts with the City of Glendale, Robert assisted in the design of over ten traffic signals. These projects required coordination with the power service company for the delivery of electrical service to the intersection of the traffic signal.

Avondale Boulevard, MC 85 to I-10, City of Avondale:
Robert was the Lead Traffic Designer on this CM@Risk project. His design responsibilities included the signing/marking, traffic signal, and roadway lighting plans for the roadway portion of the project. Robert performed the lighting analysis for the roadway and coordinated the lighting design with APS, the power company that would maintain the lighting for the City of Avondale.

Traffic Engineering On-Call, MCDOT:
As a Traffic Designer, Robert assisted in the traffic signal design at ten locations for the County: Indian School Road/127th Avenue, Northern Avenue/107th Avenue, Loop 303/Greenway Road, 111th Avenue/Fire Station #3, Palmeras Drive/99th Avenue and MC85/Buckeye Road with 83rd, 91st, 99th, 107th and 115th Avenues. This included coordinating the power source location with the local power company.

US 60 (Grand Avenue) Intersection Improvements, ADOT:
Robert prepared the traffic signal and roadway lighting designs performed as part of the intersection improvements along Grand Avenue at 27th/Thomas, 43rd/Camelback and 51st/Bethany Home intersections. He coordinated with both SRP and APS for electrical service and the Burlington Northern – Santa Fe Railroad for signal pre-emption during the design of the plans. The lighting and signal plan designs were coordinated with the cities of Phoenix, Peoria and Glendale in order to incorporate their design standards as the appropriate agency would eventually be responsible for the maintenance of the facilities.

Signing/Pavement Marking Plans for Various Developments throughout the Phoenix Metropolitan Area:
For these projects, Robert assisted in the preparation of the final signing/pavement marking plans for both subdivision and arterial streets. He is familiar with the signing/marking design standards of the following agencies: ADOT, Maricopa County DOT, and cities of Glendale, Peoria, Scottsdale, Tempe, Chandler, Mesa, El Mirage and Gilbert.

DUCATION

endale Community College
ssociates - General Studies,
00

Thomas Road, Higley to Recker, City of Mesa:
Robert was the Lead Traffic Designer on this project. His design responsibilities included the signing/marking, traffic signal, and roadway lighting plans for the roadway portion of the project. Robert performed the lighting analysis for the roadway and coordinated the lighting design with SRP, the power company that would maintain the lighting for the City of Mesa.

SR51, Bell Road to Loop 101, ADOT:
Robert was the initial pavement marking designer on this project. His design responsibilities included the pavement marking plans for the roadway portion of the project. This included coordination with another firm for interim pavement marking during the construction of this project.

US 60 (Superstition Freeway) Intersection Improvements, ADOT:
Robert prepared the roadway lighting designs performed as part of the intersection improvements along US60 at Rural, McClintock, Dobson, Alma School and Mesa Drive intersections. He coordinated with SRP for electrical service during the design of the plans. The lighting plan designs were coordinated with the cities of Tempe and Mesa in order to incorporate their design standards as the appropriate agency would eventually be responsible for the maintenance of the facilities.

SR95, Lake Havasu, Roadway Widening, ADOT:
Robert was the Lead Traffic Designer on this project. His design responsibilities included the signing/marking, traffic signal, and roadway lighting plans for the roadway portion of the project. He coordinated with Citizens Utilities for electrical service during the design of the plans.

SR260, Camp Verde, Main Street Enhancement, ADOT:
Robert prepared the pedestrian lighting designs performed as part of the main street enhancement on this project. Robert performed the lighting analysis for the walkways and coordinated the lighting design with APS for power source location.

Loop 202/US 60 Traffic Interchange (Super Redtan TI), ADOT:
Robert was a traffic designer for this multi-phase freeway-freeway interchange in the Phoenix Metropolitan area. His responsibilities included the roadway lighting/FMS designs. In addition, he was responsible for electrical service coordination with SRP. Coordination also was required with the City of Mesa and MCDOT due to overlapping jurisdictional boundaries.

Pima Centre - 90th Street Improvements, City of Scottsdale:
Robert was the lead traffic designer for the roadway improvements required for this new commercial center. His responsibilities included traffic signal, signing/marking and traffic control designs. In addition, he was responsible for electrical service coordination with SRP. Coordination also was required with the Salt River Maricopa Indian Community and ADOT due to overlapping jurisdictional boundaries.

Résumé

Ronald D. Tatasciore, RLA, ASLA, APA

Associate, **e group.**

Education

Arizona State University, Bachelor of Architecture, 1971

Professional Registration

Landscape Architect, Arizona # 27539

Professional Associations and Awards

ASU CAED Alumni Achievement Award, 2002;
American Society of Landscape Architects, ASLA, Member;
Past-President of Arizona Chapter of ASLA;
American Planning Association, APA, Member;
Member of: Alpha Rho Chi, Valley Forward, and APWA.

Background

1996 to Present: **e group.**, Phoenix, Associate, Landscape Architect, responsible for planning, design, team leadership, marketing public works projects.
1994-1996: ***Martino & Tatasciore***, Phoenix, Principal of Landscape Architectural partnership, responsible for planning, design and project management.
1993-1994: ***EDA USA, Inc.***, Phoenix, Principal, manager, Landscape Architectural firm, U.S. Southwest.
1978–1993: ***EDA Collaborative Inc.***, Toronto, Edmonton, Hong Kong. Principal, co-founder, partner, responsible for western regional, urban design, landscape architecture, management, planning, design projects, Canada and Asia.
1975-1978: ***Project Planning Associates***, Toronto, London, Saudi Arabia, responsible for landscape, urban design and project management of special desert projects.
1971-1975: ***HLC, Inc.*** New York City, responsible for downtown planning, landscape and urban design projects.
1969-1971: ***Bowlsby and Zimmerman***, Phoenix, responsible for planning and landscape design drawings.
1969: ***Haver, Nunn and Jensen Architects***, Phoenix, responsible for design drawings.
1968: ***Arizona State University, Physical Plant***, Tempe, responsible for design studies, campus master plan.

Responsibilities

An Associate of **e group.**, Ron is responsible for team leadership, project management, planning, landscape design, urban design, and marketing public works projects.

Experience

Ron Tatasciore brings over 37 years professional experience on a wide range of award winning planning and design projects. His experience includes pedestrian design, streetscapes, parks, cultural and institutional projects. A New York City native and early Arizona resident, Ron earned International reputation in landscape architecture, urban design, and planning. Projects in the USA, Canada, Middle East and Asia give him a broad base of desert experiences in unique cultural and climatic environments. Ron believes design must be sensitive to client needs, environmental and cultural factors. His collaborative team approach is committed to quality and professional service. His focus is public urban design, parks, transportation enhancements and pedestrian design projects that create a sense of place. His skills include team leadership, project management, design process, design synthesis, and public facilitation.

A highlight of Ron's project experiences include:

PARKS & RECREATION

Desert Valley Park, Glendale, Arizona. Team leader to renovate and upgrade the existing flood irrigated sports fields into a neighborhood park.
Dynamite Park, Phoenix, Arizona. Project manager, working with the City of Phoenix on landscape design for a neighborhood park to integrate new facilities in a desert site at Dynamite Road near Tatum Blvd. Budget: $1.2 million.
Tovrea Castle Park, Phoenix, Arizona. Project manager, working with the City of Phoenix on the master plan and Garden Restoration of the historic cultural desert landscape. Budget, phase one: $500,000.
Phoenix Cancer Survivors Park, Phoenix, Arizona. Project Manager, working with the architect, responsible for this award-winning landscape design, integrating art, creating a park within the downtown streetscape of 1st Street.
Sunset Vista Park, Glendale, Arizona. Responsible for master plan, public meetings, neighborhood linear park along the Skunk Creek. Budget: $650,000.
Mountain View Park, City of Phoenix, Arizona. Project Manager, responsible for landscape design, renovation and park expansion, with trail connection to North Mountain Preserve. Budget: $500,000.
Rio Salado Town Lake Park, Tempe, Arizona. Responsible for the master plan to integrate park facilities and set the framework for trails, lighting, marinas and lake edges.
Bud Miller All Seasons Urban Park, Lloydminster, Alberta. Led master plan, design and implementation team for this 200-acre, award-winning urban park. Budget: $ 5 million.
Mount Butler Urban Fringe Park, Hong Kong. Produced a master plan for park and development uses based on landscape factors and cultural needs of the community.
Riyadh Public Park, Saudi Arabia. Ron was responsible for master planning, landscape design ideas, integrating cultural needs with the sensitive desert environment.
Central River Valley Park, Edmonton, Alberta. Responsible for master plan and design strategy ideas for parks, trails, bike paths, along 4-miles of the River Valley park system.
Red Willow Urban Park - Trail Network, St. Albert, Alberta. Ron led the master plan and design team for parks, walks and bicycle trails along the river valley.

PEDESTRIAN DESIGN, PATHS, STREETSCAPE, & URBAN DESIGN

Crosscut Canal Multi-Use Path Phase II, Tempe, Arizona. Team leader for the design of this path, connecting phase 1 from Papago Park near the Canal Park to Moeur Park.
Thomas Road Streetscape, Scottsdale. Team leader of a design concept and budget for pedestrian and bike amenities for 3-miles between 64th Street and Pima Rd.
Pedestrian Design – Mesa/MAG. Team leader for phase two of a multi-use path along Lewis Street with downtown links.
Pedestrian Design – Avondale/MAG. Team leader for a multi-use path sidewalk for a safe trip to the Littleton school along Buckeye Road, plus a sidewalk along Van Buren St.
Agua Fria River Pathway, Avondale, Arizona. Team leader of the landscape integration for this multi-use path.
Stetson Drive Streetscape/Southbank Canal, Scottsdale, Arizona. Contact for the City and the development team to improve streetscape, paths and public access along Southbank of Arizona Canal, adjacent to the Waterfront.
Rio Salado Pathway, Phoenix & Tempe, Arizona. Team leader, with Cities of Phoenix, Tempe, and MAG, for a Project Assessment and Concept Plan for 4 miles of multi-use path along the south bank of the Rio Salado between 28th Street and Priest Drive, for Federal Funding.
Tempe Canal, Tempe Arizona. Working with the City of Tempe, leading the consulting team for the design of ¾ mile, multi-use path along the Tempe Canal.
Surprise Path, Surprise, Arizona. Project Manager, working with MAG and the City of Surprise, to design a multi-use path along a wash of the north original townsite.
Renaissance Historic Downtown Area, Winslow Arizona. Team leader, working with the City of Winslow, and Federal TEA-21 Enhancement Funds, to design a linear park and downtown streetscape pedestrian enhancements.
Pedestrian Design - South Mountain to River Trail System, Phoenix. Project Manager, working with MAG and the City of Phoenix, Neighborhood Services to produce a study to improve trail access along south 24th Street and 32nd Streets.
Pedestrian Design - Watercourse Trail System, Laveen, Phoenix. Project Manager, with MAG and the City of Phoenix Planning, to design an open space system and future town center, to integrate future development.
West Valley Multi-Modal Transportation Corridor Master Plan. Ron was Project Manager for landscape, as part of the Entranco team working for MAG for 42 miles of trail paths.
Pedestrian Design, Gila Bend, Arizona. Worked with MAG and the Town of Gila Bend to design a new pedestrian walkway to enhance the historic town center.
Environmentally Sensitive Development Areas, Maricopa County. Project Manager for this desert open space guideline study for MAG, protecting sensitive lands.
Skunk Creek, Bell Rd., Glendale, Arizona. Project Manager, for a concept plan of pedestrian linkages.
Bike Study, Camelback Rd, and Glendale Ave, Glendale, Arizona. Project Manager for this study to improve on-street bike lanes along these major arterial streets.
Pedestrian Design Guidelines, Maricopa Association of Governments (MAG), Phoenix, Arizona. Ron provided design ideas, report sketches, design guidelines. Project received an Arizona ASLA Honor Award in Urban Design.
Town Center Revitalization, Town of Carefree, Arizona. Ron provided design ideas and alternatives for a master plan.
56th Street Extension, Papago Center, Tempe, Arizona
Ron coordinated this desert landscape streetscape design.
Whyte Avenue Streetscape, Old Strathcona, Alberta.
Ron was project manager and urban designer for this award winning streetscape, creating a successful historic district revitalization, including: pedestrian paving, street trees, lighting, banners, site furniture. Budget: $2.4 million.
Main Street Reconstruction, Whitehorse, Yukon
Ron was responsible for streetscape design, three downtown blocks including pedestrian paving, street trees, lighting, banners, site furnishings and amenities. Budget: $3 million.
Downtown Plan, Streetscape, St. Albert, Alberta
Ron led a downtown improvement/streetscape design with river park linkages. Design amenities included pedestrian paving, street trees, lighting, banners and site furniture. Budget: $2 million.

CULTURAL, INSTITUTIONAL, UNIVERSITY

ASU Malls, Tempe Campus, Arizona. Team leader, working with ASU on landscape design ideas for rehabilitation of three campus entries.
UNLV, Student Recreation & Wellness Center, Las Vegas, NV. Project Manager for landscape of new building at the University of Nevada at Las Vegas campus, working with DMJM Design, and Hastings+Chivetta Architects team.
The Polly Rosenbaum Archives & History Building, Phoenix, Arizona. Project Manager for landscape design, working with DWL Architects team.
Desert Botanical Garden, Opuntia Exhibit, Phoenix, Arizona. Ron led the design team to explore alternative ideas for expansion of this unique garden collection exhibit.
All Saints Episcopal Day School, Phoenix, Arizona. Ron coordinated with the architects on the landscape design to upgrade this campus. Budget: $300,000.
Baptist Hospital, Phoenix, Arizona. Working with the architectural team, Ron led the landscape design for a new building entry and the master plan to upgrade the existing parking and site. Landscape Budget: $200,000.
Canadian Museum of Civilization, Ottawa/Hull. Ron was project manager, designer and team leader for design of the landscape, water features and plazas for this unique 25-acre cultural site. A National Award-winning design project, published in ASLA Landscape Architecture Magazine, October 1989. Landscape Budget: $10 million.
King Abdulaziz University Campus, Jeddah, Saudi Arabia. Landscape Architect working with the architectural and engineering team on a Campus Master Plan, a Cultural Complex and Landscape Designs for new campus courts and associated student and faculty housing areas.

Résumé

Jason Harrington, R.L.A., A.S.L.A., A.S.I.C.

Director of Public Works and Urban Design, **e group.**

Education

Iowa State University 1990-1994
University of Northern Iowa 1988-1989

Professional Registration

Landscape Architect, Arizona #44161
Landscape Architect, New Mexico #396
CLARB Certified # 2689
Certified State Nurseryman - State of Iowa, June 1995

Professional Associations

ASLA Member, American Society of Landscape Architects.
ASIC – American Society of Irrigation Consultants

Employment History

2005 to Present: **e group.**, Phoenix, Arizona. Director of Public Works and Urban Design responsible for planning and landscape architecture design.

1/02 – 6/05: LA-IT / Project Manager with A DYE DESIGN in Phoenix, AZ
He was responsible for Project management and irrigation design of municipal and public projects throughout Arizona. He also oversaw production staff on multiple urban design and transportation projects, and assisted in public presentations and administration.

8/01 – 11/01: Sr. Project Manager with SITE Design Group, Inc. in Tempe, AZ.
Jason's role at this firm was project management of Skate Park and Extreme Sports projects concurrently across the U.S. He was also responsible for proposal generation and client contact, marketing, and staff management. Additional responsibilities included presentation graphics for public meeting, site analysis, planning, and schematic design, and product selection, cost estimating, construction documentation and specifications for projects.

1/00 – 8/01: Landscape Designer / Planner at Tetra Tech (Collins/Pina) in Phoenix, AZ.
Jason's tasks included manual and computer graphics and renderings, construction documents, and estimate preparation while at Tetra Tech. He was involved with recreation master planning and trail design on many projects including Design Concept Reports and environmental report documentation preparation.

8/98 - 1/00: Landscape Designer with David Evans & Associates in Phoenix, AZ.
As a designer, Jason's responsibilities included product selection, cost estimating, construction documentation and specifications for projects.

Responsibilities

As an **e group.** Director of Public Works and Urban Design projects, Jason is responsible for design and production of landscape architectural and planning projects. His direct responsibilities involve all phases of the design process, project coordination/administration, and construction supervision.

Experience

Jason has 13 years experience in the landscape architecture industry. He has additional years of experience as a Civil Engineering Testing Assistant, a Nursery Manager, and a Survey Technician. Jason is an accomplished designer and project manager. He has a strong background in planning and landscape design, irrigation design, graphic design, a wide range of plant material knowledge, extensive education in recreation planning, historic preservation and park/public space design. Jason has recent experience and interest in security design and planning for threat level conditions of public sites.

A highlight of Jason's project experiences include:

PARKS AND RECREATION

Thomas Road Bicycle & Pedestrian Improvements,
Scottsdale, AZ Project manager and designer for 3 mile arterial road improvements to add bike lanes and improve pedestrian comfort in south Scottsdale.

Glendale Foothills Recreation Center, Glendale, AZ,;
Project management / project designer for regional aquatics and recreation center landscape, irrigation, and hardscape project adjacent to the Skunk River.

Jerome State Park, Jerome, AZ,; Parking and circulation improvements to the historic 1916 Douglas mansion site in Jerome, Arizona, for Arizona State Parks and Arizona Department of Transportation. Jason was the project manager and landscape / irrigation designer.

Cross Cut Canal Multi-use Trail, Tempe, AZ

Grand Canyon EMS Building, Grand Canyon, AZ;
Nation Parks Service Project. The Emergency Medical Services facility was updated and redeveloped for the 2020 Master Plan at the Grand Canyon. Project included plant salvage and planting design per NPS standards. Jason was the lead designer and lead coordinator.

Jefferson Park Improvements, Mesa, AZ,; City of Mesa Park improvements to an existing district facility.

Desert Valley Park, Glendale, Arizona. Project Manager to renovate and upgrade the existing flood irrigated sports fields into a neighborhood park.

Tempe Canal, Tempe Arizona. Working with the City of Tempe, managing the consulting team for the design of ¾ mile, multi-use path along the Tempe Canal. Jason was the project manager and Client contact for this project.

Agua Fria River Pathway, Avondale, Arizona. Project Manager and lead designer of the landscape integration with this multi-use path adjacent to eco-sensitive floodway.

William-Sam Skate Park, Midland, TX; City of Midland Parks Department desired to create a 25,000 SF skate facility at an existing park site. The skate park also included various site improvements such as an entry plaza, picnic structures, planting design, and hardscape circulation. Jason was the Project Manager and Site Planner.

Verdugo Skate Park, Glendale, CA.; Design of a skate facility within the existing Verdugo Park. The skate park was a concrete in-ground facility with street course elements and a divided bowl area. Jason was the Project Manager and Site Planner.

Prescott YMCA Skate Park, Prescott, AZ,; YMCA of Prescott, Arizona to design a facility for the client to use during summer camps. The skate park was a partial above ground facility with a rhythm course, a street course and included a 12' tall vert ramp and 9' kidney bowl. Jason was the Project Manager and Site Planner.

Paradise Valley Skate Park, Phoenix, AZ,; Performed construction administration of the skate facility in north Phoenix. Jason was the construction administrator.

Mesa Skate Court/Reed Park Improvements, Mesa, AZ,; Development of the final design and construction documents for City of Mesa's first skate park. Jason was the Project Manager and landscape designer on this project.

Tropicana & Flamingo Washes Recreation Plan, Clark County, NV;. The United States Army Corps of Engineers and Clark County Nevada Parks and Recreation Master Plan, outlining all existing recreation facilities and existing land uses within the Tropicana-Flamingo Washes watershed. The study includes approximately 19 miles of channels or washes and four existing detention basins. Preliminary recreation plans were generated for the four large basins, each over 120 acres in size. Jason was a supporting team member with a variety of duties.

Crossroads Park, Gilbert, AZ,; Park master plan for regional facility in the East Valley. Site included planning for ball fields, pedestrian paths, recreation areas, playground equipment and other park facilities. Jason was the project landscape designer and coordinator for this project.

McQueen Park, Gilbert, AZ,;. Park master plan for regional facility in the East Valley. Site included planning for ball fields, sports courts, picnic areas, playground equipment and other park facilities. Jason was the lead project coordinator for this project.

Nichols / Water Ranch Park, Gilbert, AZ,; Park master plan for regional facility in the East Valley. Site included planning for ball fields, pedestrian paths, recreation areas, playground equipment and equestrian trailheads. Jason was an assistant designer and project coordinator.

Lost Canyon Youth Camp, Williams, AZ,; Resort style Christian youth camp in Northern Arizona. The camp included open fields, sports facilities, and multi-use pathways. The water supply for the remote site was pumped from a recreational lake within the camp. Jason was the lead irrigation designer and site planning support.

Rio Salado Maintenance Facility, Phoenix, AZ,; US Army Corps of Engineers Study to recommend a site for the Rio Salado Project Maintenance Facility. The purpose of the investigation was to evaluate the suitability of three sites for a maintenance and operation center. Jason was the project manager and site planner for this project.

Agua Fria River, Maricopa County, AZ; The United States Army Corps of Engineers Preliminary Restoration Plan and design solution for habitat rehabilitation along a six-mile reach of the Agua Fria River. Jason was a coordination team member and graphics support to the project manager.

Buckeye Library Expansion and Recreation Facility, Buckeye, AZ,; Project included expansion of existing town library and construction of new Community Recreation Center at a separate site of this growing west valley community.

Pueblo Grande Museum, Phoenix, AZ; New artifacts storage building at historic landmark. Landscape and irrigation design of sensitive site around building using native plant materials and low water use irrigation system.

East Maricopa Floodway Multi-Use Corridor Study, Maricopa County, AZ,; Flood Control District of Maricopa County for the East Maricopa Floodway (EMF) Capacity Mitigation and Multi-Use Corridor Study in Maricopa County, Arizona. Development of three alternative master plans for the 27-mile EMF (renamed the Superstition-San Tan Corridor and Marathon Trail).

Arizona State University Packard Stadium Renovation, Tempe, AZ,; Site planning, landscape, hardscape and irrigation design for baseball stadium. The project involved construction of a new viewing berms and entrance plaza at University sports field.

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STEPHEN J. SMELSER, R.G., C.E.M.
Principal

EDUCATION: B.S. in Geology, 1984
Arizona State University

REGISTRATION: Registered Geologist:
Arizona, California
Certified Environmental Manager: Nevada

CERTIFICATIONS: OSHA 40-Hour Training in Hazardous Waste Operations with Annual Update
American Red Cross First Aid and CPR Training

GENERAL BACKGROUND

Mr. Smelser is a Registered Geologist with more than 23 years of experience in Arizona on a wide variety of environmental, geotechnical, and geologic projects. His experience on environmental projects includes the performance and management of numerous Phase I and II environmental site assessments (ESAs); underground storage tank (UST) investigations; limited compliance evaluations; asbestos assessments; test drilling; soil sampling and logging; installation of groundwater monitoring wells; groundwater sampling; soil vapor extraction well installations; soil vapor sampling; and the installation soil vapor wells, air sparge wells and groundwater water wells for investigation and remediation of soil and groundwater. He has successfully completed hundreds of projects requiring these types of services, and he has managed and supervised staff conducting these services for more than 15 years.

Mr. Smelser's experience includes project planning; reviewing documents and files to collect data for analysis; conducting field explorations to gather data for further evaluation; site visits and audits to gather data for report preparation; technical review of permits for compliance sampling, testing, and monitoring; technical research to obtain regulatory closure of sites and facilities; evaluating remedial alternatives; conducting feasibility studies; risk assessments; managing environmental remediation systems; researching historical and technical information; and preparation of plans, specification, and technical reports. He is very familiar with the Arizona Department of Environmental Quality's (ADEQ's) regulatory requirements. He has assisted developers, site owners, attorneys, and lending institutions regarding environmental site assessments, compliance monitoring, analysis of regulations, and permitting.

STEPHEN J. SMELSER, - INDIVIDUAL PROJECT EXPERIENCE

Soil Investigation/Consent Order Compliance Assessment /Demolition Oversight/Data Collection and Evaluation/Remediation, Gould Manufacturing Facility, Chandler, Arizona Project Manager for investigation of the soils beneath numerous manufacturing areas where concrete floor slabs/containments had significantly deteriorated, and ADEQ required investigation. Prepared workplans; directed investigation of the subsurface soils for heavy metals and cyanide; designed investigation programs to keep the manufacturing areas operational during the assessment activities. Principal for site assessment, characterization, and remediation of soil contamination and backfill during facility demolition under ADEQ oversight. GEC collected over 4,000 soil samples for analytical testing and evaluation, and conducted hundreds of field tests. Directed soil sampling activities, collection and analysis of data, and technical report preparation.

Phase I and II Environmental Site Assessment, Former Industrial/Commercial Site, Phoenix, Arizona: Project Manager for the assessment of a former industrial/commercial facility in west Phoenix, Arizona used in the past as a used car lot, used airplane parts salvage yard, a clay pipe manufacturer, and a portable toilet and dumpster cleaning and storage facility. Phase I tasks included site reconnaissance, interviews, agency record review, aerial photograph review, historical research, identifying previous tenants and past site activities, data evaluation, and technical report preparation. During the Phase I investigation, discrepancies were identified in UST records, fire records, and previous Phase I reports. The Phase II investigation included the performance of a geophysical survey using a subcontracted geophysicist, the excavation of test pits, and auger drilling with soil sampling and testing. The Phase II assessment identified a former UST pit, two remaining USTs that were not registered, a drywell containing concentrations of heavy metals, and a septic system that may have previously received industrial discharges.

Land Transaction Due Diligence for Valley Metro Light Rail Project, Tempe, Arizona: Principal for a number of Phase I and II environmental site assessment services for multiple commercial, residential, and transportation properties. The projects involved assisting the City of Tempe in making decisions regarding acquisition of property in and along the Apache Boulevard corridor for the Valley Metro Light Rail project. Phase II services included geophysical surveys, exploratory excavation, exploratory drilling, and soil and soil-gas sampling and testing for the evaluation of drywells, USTs, sumps, and hydraulic lifts.

Environmental Site Assessments, Various Facilities, Statewide, Arizona: Principal for conducting environmental assessments on hundreds of properties throughout the southwest United States including vacant land, agricultural fields, residential and commercial developments, and industrial and manufacturing facilities. These assessments included technical research and review of historical aspects of each property from various sources and collection of data and information for preparation of a report.

ADOT Right-Of-Way Abandonment, Florence, Arizona: Project Engineer for the abandonment in-place of three USTs and the removal of one hydraulic lift. The project involved widening State Route 79 south of Florence. The USTs encroached on the new right-of-way for State Route 79. The USTs were abandoned in-place to prevent damage to a nearby building. Directed the field activities, obtained soil samples from beneath the USTs using a drilling contractor, and wrote the technical report.

UST Investigation and Removal - Phoenix, Arizona: Directed GEC's efforts to remove a 10,000-gallon underground storage tank (UST) encountered during realignment of 24th Street on the west side of Sky Harbor International Airport for the City of Phoenix. The project was complicated since the UST was unregistered, contained about 10,000 gallons of gasoline, and was next to a newly installed water main. GEC coordinated with the Arizona Department of Environmental Quality and local fire department to obtain the appropriate permits for closure of the UST. GEC performed an historical review of the site which revealed that the UST was for a former car rental facility and that another UST was likely present. Our services included a metal detection survey and exploratory excavation in the suspected area of the other UST. A 500-gallon UST was discovered during this work. The USTs were removed within one week of discovery. GEC obtained soil samples after the USTs were removed and prepare a closure report for both USTs. The work was completed within ADEQ's requirements and minimal impact to the roadway project.

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MARVIN J. SILVA, Ph.D, P.E.
Project Manager

EDUCATION:

Ph.D. in Geotechnical/Geoenvironmental Engineering
University of Alberta, Canada, 1999
Associate Degree in Civil Engineering Technology
Northern Alberta Institute of Technology, Canada, 1991
M.S.E. in Civil/Agricultural Engineering
Agricultural Institute of Odessa, Ukraine, 1985
B.S.E. in Civil Engineering
Universidad Nacional Autonoma de Nicaragua, 1981

REGISTRATIONS:

Professional Engineer:
Arizona (Civil) - License No. 43472; Massachusetts (Civil);
Alberta (Civil), Canada

GENERAL BACKGROUND

Dr. Silva is a professional Geotechnical Engineer with over 25 years experience on a wide variety of projects. Dr. Silva has planned, conducted, and completed numerous geotechnical, environmental, and materials investigations and studies. His experience includes client contact, project planning, proposal and cost estimate preparation, planning and conducting field investigations, preparing laboratory testing programs, conducting engineering evaluations and analyses, developing engineering recommendations, and preparing technical reports. His experience includes recommendations relative to shallow and deep foundations, retaining walls, shoring systems, earth dams, surface and subsurface drainage systems, slope stability analysis, and recommendations for reinforcement using geosynthetic materials. His computer modeling experience includes soil/rock slope stability analysis, reinforced soil slope, soil nailing, design of geogrid reinforcement, and contaminant transport analyses in landfill sites. His shoring analysis and design experience include timber shoring, cantilever driven soldier/sheet piles, soldier/sheet pile with single and multiple tiebacks, and soil nailing using methods described in NAVFAC, FHWA, and CALTRANS. He has developed in-house computer models to calculate settlements based on compression tests and standard penetration tests. He is experienced with the geotechnical investigation and pavement design requirements of the City of Chandler, City of Tempe, Town of Gilbert, Arizona Department of Transportation, and the Maricopa County Department of Transportation.

Dr. Silva's experience on geotechnical/materials testing/environmental projects includes directing and conducting field investigations using conventional methods (i.e., borings, test pits, etc.) and non-conventional methods (i.e., cone penetration, seismic refraction, etc.), directing and conducting all types of conventional (i.e., direct shear, unconfined compression, simple shear, sieve analysis, Atterberg limits, etc.) and specialized laboratory testing (i.e., plate load test, triaxial test, etc.). His projects have involved sampling of air, soils, rock and groundwater. He has planned, directed and conducted installation, monitoring and sampling of groundwater wells and piezometers; preparation of plans and specifications; consultation during construction; materials testing; and forensic evaluations. He has conducted earth fissure and land subsidence studies using Interferometric Synthetic Aperture Radar (InSAR).

He has planned, directed, and conducted engineering observation and materials testing during construction of numerous projects. These materials have included soils, soil-cement, slope protection materials, fabrics, geogrids, concrete and asphalt. He has conducted visual inspection of small and intermediate concrete and earth dams providing recommendations for dam repairs and maintenance.

MARVIN J. SILVA, P.E., Ph.D. - INDIVIDUAL PROJECT EXPERIENCE

Geotechnical Investigation, Marley Park Development, Surprise, Arizona: Project Manager for the geotechnical investigation of a 960-acre development. Conducted geotechnical explorations and construction observation and materials testing on the first half of the development. Conducted numerous geotechnical explorations for various developments within the community for buildings, roadways, utilities, and other infrastructure improvements.

Geotechnical Investigation – Parcland Crossing Mixed Use Development, Chandler, Arizona: Project Manager for geotechnical investigation for 80-acre mixed use commercial and residential development. Supervised field investigation and sampling and testing programs. Provided geotechnical recommendations for all aspects of the proposed development, including residential and commercial structures, local, collector, and arterial roadway pavements, and utility line installation. Arterial and collector roadways included sections of Alma School Road and Willis Road. Performed evaluation of suitability of the use of buried PVC pipe as specifically required by the City of Chandler.

Geotechnical Investigation – Dysart Road Improvements, El Mirage, Arizona: Project Manager for geotechnical investigation for one-mile reach of Dysart Road from Peoria Avenue to Northern Avenue. Developed traffic control plan and coordinated traffic control during the field exploration. Supervised field investigation and sampling and testing programs. Provided geotechnical recommendations for arterial roadway pavements.

Excavation Plan/Slope Stability/Observation, Gould Manufacturing Facility, Chandler, Arizona: Project Engineer for the preparation of Excavation Plans for the demolition and remediation of existing industrial plant. Slope stability analyses were conducted for the side slopes of the temporary excavation. The maximum depth of the open excavation was about 33 feet and the maximum side slope recommended was 0.5H to 1V, which was based on a minimum factor of safety of 1.5. Observation of the excavation side slopes were performed twice per month giving recommendations to correct deficiencies and making modifications during excavation depending on soil profile changes.

Geotechnical Investigation – Prasada Commercial Development, Surprise, Arizona: Project Manager for geotechnical investigation for 425-acre commercial development. Supervised field investigation and sampling and testing programs. Provided geotechnical recommendations for all aspects of the proposed development, including foundation recommendations, and local, collector, and arterial roadway pavements. Arterial roadways included sections of Cotton Lane, Greenway Road, Sarival Avenue, Cactus Road, and Waddell Road.

Excavation Plan/Slope Stability/Observation - Gould Electronics, Inc. - Chandler, Arizona: Project Engineer for the preparation of Excavation Plans for the demolition and remediation of existing industrial plant. Slope stability analyses were conducted for the side slopes of the temporary excavation. The maximum depth of the open excavation was about 33 feet and the maximum side slope recommended was 0.5H to 1V, which was based on a minimum factor of safety of 1.5. Observation of the excavation side slopes were performed twice per month giving recommendations to correct deficiencies and making modifications during excavation depending on soil profile changes.

Geotechnical Investigations - Verrado Master Planned Community, Buckeye, Arizona: Project Manager for numerous geotechnical investigations of a new residential community on over 8,000 acres of vacant desert and previously developed land in Buckeye, Arizona. The project includes evaluation of former gravel mining areas, a large slope mitigation area to evaluate current conditions and potential slope restoration alternatives, and Phase II, and III developments including major and minor roads, multiple utilities, numerous drainage channels and washes, box culverts, retention basins, a golf course, a school, various commercial developments, and numerous residential subdivisions.

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MICHELLE A. FOWLER, P.E.
Project Manager

EDUCATION: B.S.E. in Chemical Engineering
Arizona State University, 1987

REGISTRATIONS: Professional Engineer
Arizona (Chemical)

CERTIFICATIONS: OSHA 40-Hour Training in Hazardous Waste Operations with Annual Updates
American Heart Association First Aid and CPR Training

GENERAL BACKGROUND

Ms. Fowler is an Arizona-registered professional engineer (Chemical) and Project Manager with over 20 years of professional experience in Arizona. During her years of working experience, Ms. Fowler has supervised a broad range of environmental services, including Phase I Environmental Site Assessments (ESAs); development and implementation of work plans to characterize potential subsurface soil and groundwater impact from various chemicals such as solvents, petroleum fuels, heavy metals, and pesticides; and assessment, remediation, and/or closure of subsurface features such as septic systems, drywells, pits, groundwater wells, and sumps; waste testing and characterization; preparation of annual Toxic Chemical Release Inventory Reports (Form Rs), Facility Annual Reports (FARs), and hazardous material inventories (Tier II's); underground storage tank (UST) closures and leaking UST assessments; reviewing applicable historical records, regulatory files, and facility documents; directing field personnel to complete project scope of work; compliance assessments; regulatory closures of facilities; preparation of Spill Prevention, Control, and Countermeasure (SPCC) and Best Management Practices (BMPs) Plans;

Her experience as a Project Manager includes project planning; development and monitoring of project budgets; interaction with regulatory agencies, lawyers, and various types of clients including government agencies and private industries; and reviewing documents and files and preparation and implementation of work plans to gather information and data to develop recommendations and conclusions with regards to a property.

MICHELLE A. FOWLER - INDIVIDUAL PROJECT EXPERIENCE

Phase I and Phase II Environmental Site Assessments, City of Phoenix - Phoenix, Arizona: Project Manager for hundreds of Phase I ESAs throughout the Phoenix metropolitan area for various agencies in the City of Phoenix. Properties have included desert land, manufacturing facilities, machine shops, food manufacturers, agricultural land, gasoline stations, automotive repair and salvage facilities, and soda bottling facilities. Also contracted by the City of Phoenix Streets Department to perform Phase I ESAs for planned right-of-way procurements located along major roadways including 51st Avenue between Buckeye Road and Van Buren Street, McDowell Road between 75th and 83rd Avenues, and 35th Avenue between Broadway Road and Southern Avenue. Based on the results of the Phase I ESAs, was the Project Manager for the development and implementation of work plans for Phase II ESAs which have included sampling and closure of a septic tank for an automotive repair facility, regulatory file review, drywell assessments, subsurface soil sampling and analysis, and soil remediation.

Phase I and II Environmental Site Assessments for Light Rail Station; Phoenix, Arizona: Project Manager for a project where the City of Phoenix planned to construct a light rail transfer station. The area of interest had been developed with service stations with multiple generations of USTs, a car wash with USTs, and a dry cleaning facility. These facilities operated on the site since the 1950s to the present. GEC performed a Phase I ESA, which included summarizing historical data obtained for the various facilities that had been located on the site and preparing groundwater and soil contaminant plume maps based on this data. Developed a work plan, that was approved by the Environmental Protection Agency (EPA) under the Brownfields program, to perform a comprehensive Phase II ESA of the site to assist the City of Phoenix in assessing if soil, soil/gas, or groundwater at the site contained contamination that may affect construction workers or future users or operators of the light rail station and how this contamination impacted the value of the site. This work included drilling test borings to obtain soil and soil/gas samples of the surface and subsurface soils, the installation of ground monitoring wells and nested soil vapor monitoring wells, abandonment of an existing groundwater monitoring well, sampling and testing of groundwater from the groundwater monitor wells and soil/gas from the soil vapor monitoring well, and disposal of investigative derived wastes.

Phase I and II Environmental Site Assessments at Marley Park Development, Surprise, Arizona: Since 2004, has acted as the Project Manager for former agricultural land being converted to a residential community in Surprise, Arizona. The agricultural property included a former farm worker housing area, a former equipment maintenance area, irrigation wells, and crop land. Performed Phase I ESAs for portions of the property to be sold to different developers, prepared and implemented work plans to remediate selected areas on the property including the former housing and maintenance areas, oversaw Phase II ESA and soil remediation activities at former maintenance and housing areas and former farm fields, applied for and obtained Arizona Department of Environmental Quality (ADEQ) decisions of No Further Action (NFA) and Declaration of Environmental Use Restrictions (DEURs) for areas planned for commercial development, and worked with ADEQ to removed an area planned for a recreational park from coverage by a DEUR.

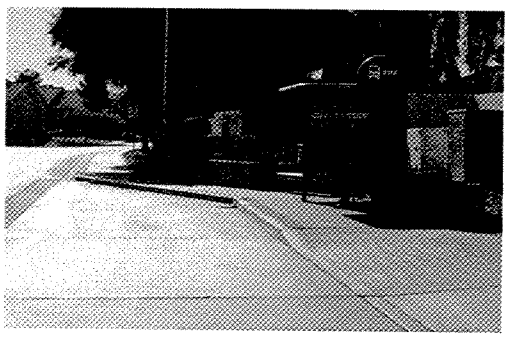
Phase I and Phase II Environmental Site Assessments, City of Mesa, - Mesa, Arizona: Project Manager for Phase I ESAs including assessment of a portion of 39 different properties where a planned light rail transportation system was to be constructed along a major City of Mesa thoroughfare. Properties included apartment complexes, automotive repair facilities, shopping centers, and restaurants. Based on the Phase I ESA reports, City of Mesa contracted with GEC to complete a Phase II ESA of a former gas station. Based on the results of the Phase II ESA of the property, GEC concluded the former operation of the gasoline station was unlikely to impact planned City of Mesa development activities. Also, Project Manager for Phase I ESAs on various types of properties including desert land, an automotive repair facility, and a property located at the Falcon Field Airport owned by the City of Mesa.

Preliminary Initial Site Assessments (PISA) and Phase I ESAs, UST Closures, Subsurface Soil and Groundwater Investigations - Arizona Department of Transportation (ADOT) - Statewide, Arizona: Worked on over 100 Preliminary Initial Site Assessments (PISA) and Phase I ESAs for ADOT, both as a contractor and subcontractor. The PISAs and Phase I ESAs have included single locations, such as a servicestations, industrial and commercial sites, and vacant land, to right-of-ways several miles long, such as the Grand Avenue Expressway. Worked with ADOT to successfully investigate and/or close both USTs and LUSTs.

Phase I/Phase II Environmental Site Assessments and Hazardous Waste and Materials Consultation, - Phoenix and Casa Grande, Arizona: Provided client with hazardous waste and materials consultation and performed Phase I ESAs. Projects have included an agricultural property with wildcat dumps, groundwater wells, and a pesticide aerial applicator, sod farms, a former grain distribution facility, and a metal frame assembly facility. Based on their Phase I ESAs, Investigated various environmental concerns to assess potential impacts to the various properties.

City of Avondale

ADDENDUM No.1



FY 2008/2009
Professional Consultant
Selection List

RITOCH-POWELL
& ASSOCIATES

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Ritoch-Powell & Associates, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

Signed, April 16 2008
Date

Karl Obergh
Print Name

President
Title

Ritoch-Powell & Associates
Company Name

3800 North Central Avenue, Suite 605
Address

Phoenix, Arizona 85012
City, State, Zip Code

END OF ADDENDUM No. 1

850925.1

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
RITOCH-POWELL & ASSOCIATES
CONSULTING ENGINEERS, INC.

[Scope of Work and Fee Proposal]

See following pages.

RITOCH-POWELL
& ASSOCIATES

3800 North Central Avenue, Suite 605
Phoenix, AZ 85012
Phone: 602-263-1177
Fax: 602-277-6286

October 29, 2008

Mr. Charles W. Andrews, P.E.
Senior Engineering Project Manager
City of Avondale
11465 W. Civic Center Drive, Suite 120
Avondale, AZ 85323-6804
Via email: candrews@avondale.org

Subject: Avondale Boulevard/McDowell Road Intersection
Scope and Fee (Final Rev. 2)

Dear Mr. Andrews,

Ritoch-Powell & Associates is very please to provide the City and you with Engineering, Surveying, and Landscape services for the project mentioned above. Our team is very familiar with the City's standards and process for completing a project that exceeds your groups expectations.

This project will include Josh Nies, P.E., Ryan Nichols, P.E., Ashley Lucas, E.I.T and I as the contacts. We are also including Lee Engineering (David Bruggeman), e group (Jason Harrington), Wright Engineering (Ronald Wright), and TBE (David Huscher).

We look forward to working with you and the City and I am always available if you have further questions or concerns (cell phone: 602.622.3160)

Respectfully,

Karl G. Obergh, P.E.
Principal

SCOPE OF WORK

PROJECT TITLE: AVONDALE BOULEVARD & MCDOWELL ROAD

PROJECT NO.: ST1260

A. BACKGROUND

The CITY of Avondale's Project No. ST1260 will entail improving Avondale Boulevard and McDowell Road primarily, but not limited to, the frontage of the proposed Children's Hospital that will be located on the north east corner of Avondale Boulevard and McDowell Road. Roadway and drainage Improvements along McDowell Road's east-leg, starting at the Avondale Boulevard section line and ending approximately 900 feet east of said section line-signing and striping assume an additional 500 feet , will include widening the north half of the road such in order to accommodate three eastbound lanes, three westbound lanes, a dedicated right turn lane (eastbound to northbound), and dual left turn lanes (westbound to southbound). Improvements will match the existing lane configurations west of the intersection. The newly paved sections on the north side of McDowell Road will include curb, gutter, sidewalk, and one driveway entrance. In addition, the existing ramp located in the south east corner of the intersection will need to be removed and replaced. Along the east side of Avondale Boulevard improvements will include sidewalk and up to two (2) driveway entrances. These improvements will commence at the McDowell section line and end approximately 1000 north-assume 500 feet additional signing and striping. The west leg of McDowell will entail installing approximately 300 linear feet of the ultimate median. This will entail having the consultant designing the ultimate intersection, 1000 feet in all legs, in order to correctly design this west-leg median. In addition, a taper of approximately 500 feet will need to be added to the north side of the west leg. It is also possible that a small amount of pavement may be needed along the south side. The consultant's 15-30% design of the intersection should be at a level such that any additional or required improvements and/or relocations will be known.

In addition to the roadway improvements there will be street lighting, traffic signal modifications, drainage improvements, landscaping and irrigation design, right-of-way requirements, preparing legal descriptions for new right-of-way, and coordinating all utility relocations necessary to accommodate the roadway widening. Water line and sewer line stubs will be included to outside the roadway improvements to the Children's Hospital parcel.

B. GENERAL TASKS

B 1.0 GENERAL REQUIREMENTS – The design and all work shall conform to the latest edition and amendments of the following:

- City of Avondale General Engineering Requirements Manual, 2008
- City of Avondale's Supplement to MAG Uniform Standard Specifications and Details for Public Works Construction
- Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- AASHTO *Policy on Geometric Design of Highways and Streets*
- The Code of the City of Avondale
- Other applicable specifications and details required by a governmental agency or utility company (adjacent city, ADOT, SRP etc.)

B 2.0 DATA COLLECTION

1. It shall be the responsibility of the DESIGN CONSULTANT to determine, request and obtain specific data and information needed to perform the work. The DESIGN CONSULTANT shall provide all necessary research and data collection for determining and identifying all existing project utilities.

2. CITY shall provide, upon request, at no cost to DESIGN CONSULTANT the following existing information as available, not necessarily limited to, as-built drawings, related design studies and reports, geotechnical investigations, traffic data and projections, GIS data, maintenance records, and drawings of developments planned within the project area.

B 3.0 PUBLIC UTILITY COORDINATION

1. DESIGN CONSULTANT shall coordinate with utility companies, private development, other agencies and the CITY to incorporate existing and proposed utilities into the construction plans, in accordance with the latest version of the Arizona Utility Coordinating Committee "Public Improvement Project Guide" (PIPG.) DESIGN CONSULTANT shall show all existing and proposed utilities on the paving plans, *water plans, sewer, grading etc.)*

2. DESIGN CONSULTANT shall coordinate with each utility company to determine if the utilities have any need to upgrade their facilities before or during the project's construction.

3. DESIGN CONSULTANT shall work with the CITY's Project Manager and City staff to coordinate the early determination of facilities that may be abandoned or deactivated.

4. DESIGN CONSULTANT shall be responsible for field verifying the horizontal locations of all utilities within the project limits prior to the Preliminary (15%) design submittal. DESIGN CONSULTANT shall prepare base maps detailing all existing utility data and transmit them to the utility companies for verification and comment concerning the utility locations. DESIGN CONSULTANT shall incorporate the utility company comments into the base maps.

5. DESIGN CONSULTANT shall specifically identify utility conflicts, with input from utility companies, which might affect alignment or grade and recommend alignment alternatives. Utility conflicts may include but are not limited to overhead und subsurface which may affect equipment or materials installation

6. At the 30% plan submittal stage, DESIGN CONSULTANT should order Title Reports, review the records as needed to and prepare necessary documents and advise City and Utilities of need for new easements.

7. DESIGN CONSULTANT shall send a letter to each utility company notifying them of the project and defining the project scope and timeline, and shall also send the appropriate amount of half-size or full size sets to the utility stakeholders at the 30%, 60%, 95%, 100% and final submittal and Final plans to each utility company for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned

roadway improvements. DESIGN CONSULTANT shall incorporate the utility company and private developer construction requirements into the bid documents.

8. DESIGN CONSULTANT shall provide the utility companies with electronic base files or other pertinent information necessary for the utility companies to design the relocation of their facilities. DESIGN CONSULTANT shall coordinate with the utilities to facilitate the design to relocate their facilities. DESIGN CONSULTANT shall request a letter from each utility impacted by the planned roadway improvement identifying a time line for relocating their facilities.

9. DESIGN CONSULTANT shall coordinate with the Utility Location Service (Potholing) to identify the existing below ground utility locations as requested in Section B 21.0.

10. Prior to 30% plan submittal, DESIGN CONSULTANT shall develop preliminary alignments of any utilities requiring relocation for which the CITY's Utility Coordinator has requested an alignment design. DESIGN CONSULTANT shall submit preliminary locations to each utility for review along with a request for written response from each utility. DESIGN CONSULTANT shall make joint trenching recommendations for underground utilities, and submit those recommendations to the CITY's Utility Coordinator for approval.

11. DESIGN CONSULTANT shall identify utility easements and provide legal descriptions to the CITY, between the 30% and 60% design completion, to facilitate land acquisition during the design phase.

12. At the 30% design submittal, DESIGN CONSULTANT shall develop a utility strip map showing all existing and proposed utilities designed by others i.e. SRP, APS, and existing and proposed easements for each utility provided by utility stakeholders, to include parcel numbers and addresses, at a scale of 1"=20' H.

13. For each submittal to the utility companies, DESIGN CONSULTANT shall provide the CITY's Project Manager and Utility Coordinator each with a written record of receipt.

14. DESIGN CONSULTANT shall work with the City's Project Manager and City Staff to facilitate utility coordination meetings upon notice to proceed and at each submittal (30%,60%, 95%) and provide a strip map showing proposed City and private installations, and existing and proposed easements.

15. DESIGN CONSULTANT shall work with the City's Project Manager and City Staff to facilitate utility land coordination meetings upon notice to proceed and at each submittal (30%, 60%, 95%) and provide a strip map showing proposed City and private installations.

16. DESIGN CONSULTANT shall review all utility plans for constructability within the project limits.

17. Prior to submittal of Final (100%) construction documents, DESIGN CONSULTANT shall be responsible for ensuring all utility relocations have been

designed and coordinated with proposed City and private installations, and that such relocations will not impact the proposed construction schedule of the CITY's project.

18. DESIGN CONSULTANT shall ascertain ADOT style Utility Clearance letters from each utility stakeholder for the project. (This item may not be stricken from contract)

19. DESIGN CONSULTANT shall coordinate with nearby projects/stakeholders

B 4.0 PROGRESS MEETINGS

1. DESIGN CONSULTANT shall hold the following progress meetings at the City of Avondale's offices or project site.

    a. Comment Resolution Meetings shall be held, in lieu of the scheduled Monthly Progress Meetings no later than two weeks after redlines are returned to DESIGN CONSULTANT at each plan submittal. A total of three (3) meetings shall be allotted.

2. DESIGN CONSULTANT shall take notes, prepare and distribute meeting minutes for each Progress Meeting including Action Items and responsible parties. The minutes are to be reviewed and approved by the Cities Project Manager prior to distribution and updated at each Progress Meeting.

B 7.0 PROJECT MANAGEMENT

1. DESIGN CONSULTANT (Project Manager) shall run the kick-off meeting and shall be present at the three (3) comment resolution meetings to be held after the 30%, 60% & 95% submittals. These meetings shall take place at the City as soon as the City staff has had an opportunity to review and quantify their comments. The Consultant shall take notes and prepare meeting minutes. Design Consultant shall perform regular budget and schedule monitoring; coordinate with utilities, CITY representatives and other project stakeholders; and manage sub-consultants.

    a. Project Schedule to be provided in MS Project Manager format and updated to the City when schedule changes. and upon significant deviation in accordance to Section E. PROJECT SCHEDULE.

2. Provide Invoicing statements per City of Avondale requirements

B 8.0 DESIGN SURVEY

DESIGN CONSULTANT shall perform all project survey as detailed below:

1. CONTROL: DESIGN CONSULTANT shall perform ground survey to establish horizontal and vertical control throughout the project limits based on the datum specified by the CITY. Survey control for the project shall be in accordance with CITY requirements:

   a. The horizontal survey data used for the project shall be presented in State Plane Coordinates, North American Datum of 1983, National Spatial Reference System 2007 (NAD*# NSRS2007), and Arizona Central Zone, International Foot. Bearings shall be Grid.

   b. Vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88), International Foot.

   Local Survey control information for National Geodetic Survey (NGS) may be obtained from Maricopa County at: http://www.mcdot.maricopa.gov/survey/.
   A minimum of two existing NGS monuments will be used for control and referenced on the plans.

2. DESIGN CONSULTANT shall perform a full topographic and planimetric survey of all existing features including but not limited to curb and gutter, median curb, catch basins, scuppers, water meter boxes, water and gas valves, manholes, utility poles and guy wires, traffic signal poles, utility boxes, fences, trees, mailboxes, public and private irrigation, plants, shrubs, adjacent finished floors, ground elevations at right-of-way line, valve nut elevations, and manhole inverts. Photogrammetric methods may be used where properly controlled, verified and supplemented by conventional ground survey. (see section 6 below)

3. DESIGN CONSULTANT survey and design limits:
   a. McDowell Road – 1,350 ft east and 500 ft west of the intersection with Avondale Boulevard.
   b. Avondale Boulevard – 1,400 ft north and 500 ft south of the intersection with McDowell Road.

1. DESIGN CONSULTANT shall take pavement elevations at the construction centerline of Avondale Boulevard and McDowell Road at 50 feet intervals within the survey limits stated in Item B8.3 above. In addition, DESIGN CONSULTANT shall take elevations at the gutter flow line and top of curb for all existing curb and gutter, at the pavement adjacent to the median curb and the top of the medium curb, at the outside edge of pavement where there is no curb and at existing ground at 10 ft intervals beyond the edge of pavement or back of curb to a distance of 130 feet from the centerline of Avondale Boulevard.

2. DESIGN CONSULTANT shall take elevations along the centerline and/or edges of each driveway at 10 ft intervals beginning at the gutter flow line to a distance of 10 feet beyond the right-of-way. DESIGN CONSULTANT shall take ground elevation shots all grade breaks along each driveway centerline and edges.

3. DESIGN CONSULTANT shall take elevations at the rim & inverts of all catch basins, manholes, pipes and all water valve nuts within the project limits. DESIGN CONSULTANT shall establish temporary benchmarks as necessary at 500 feet intervals along Avondale Boulevard for the length of the project.

7. DESIGN CONSULTANT shall provide a sketch showing each benchmark and temporary benchmarks with a minimum of three ties to features that will not be disturbed by construction.

8. DESIGN CONSULTANT shall provide a digital photo log of the project. The photos shall be taken looking upstation at no less than 50-foot increments along the proposed curb line. The photos shall also include intersections at all cross/intersecting streets, driveways, curb ramps, existing above-ground utilities, existing obstructions, drainage features, ditches, railroads, roadway signage, private signage, existing landscaping, streetlights, existing miscellaneous structures, walls and any other features that may impact the design of the project. The photo log shall provide station, offset and/or direction of the picture, or other identifying description, for each picture. DESIGN CONSULTANT shall provide the City two CDs of the photo log.

9. DESIGN CONSULTANT shall provide photogrametric services and aerial mapping of (road) along the full limits of the topographic survey. The result will provide planimetric detail, including pavement striping, one-foot contours with half-foot supplemental and a Digital Terrain Model of the project limits described above. DESIGN CONSULTANT shall provide digital orthophoto with a pixel resolution of 0.15 on a CD ROM. All Photogrammetric mapping will be fully controlled, verified and supplemented with ground control survey.

11. Design Consultant shall provide a “tight: grid of existing pavement shots where the proposed raised median will be installed along the west and east legs of McDowell Road. (Recommend shots@5 feet min)

10. It will be the Consultants’ responsibility to provide sufficient guidance for the surveyor such that sufficient topographical/survey coverage is acquired for this project

B 9.0 RIGHT-OF-WAY SURVEY

1. RESEARCH: DESIGN CONSULTANT shall perform sufficient research to cover the proposed right-of-way corridor prior to start of survey. Research should include but not be limited to public and private records of surveys, Subdivision Plats, Right-of-way maps, record deeds and as-builts on and adjacent to the project. Original documents will be obtained from the County Recorders office. Title reports for all proposed right-of-way and or parent properties will be obtained by DESIGN CONSULTANT. Inquiries will be made at other agencies such as MCDOT and effected utilities as necessary to support the definition of properties in the corridor.

2. SURVEY: A field survey shall be performed. The survey shall conform to the Minimum Standards for Arizona Land boundary surveys as adopted by the State Board of Technical Registration. Survey limits will be sufficient to substantiate right-

of-way acquisition and document existing right-of-way. If necessary the survey will extend beyond project corridor to recover sufficient evidence to support RIGHT-OF-WAY documentation. The field survey shall make a reasonable attempt to find any existing corner monumentantion relevant to roadway, private property parcels, canal railroad RIGHT-OF-WAY adjacent to the project as well as all street centerline monumentation.. Found monuments will be tied to the survey and if not found, so noted. A preliminary Results of Survey (RIGHT-OF-WAY Strip map) will be prepared to support the initial design and final Results of survey prepared and submitted with the final plans.

At Preliminary (15%) Design, DESIGN CONSULTANT shall prepare a right-of-way strip map overlain on an aerial photograph of the project limits, showing existing property rights for right-of-way, easements, and utilities on Avondale Boulevard and McDowell Road within 500 feet in all directions. The strip map will display all APN# address lot owners. The right-of-way strip map is for the purpose of identifying property boundaries to prepare legal descriptions and exhibits for property acquisition, permanent drainage easements TDE's, PUE's, temporary construction easements, and utility easements and shall include a list of identified properties and property rights. DESIGN CONSULTANT shall obtain litigation reports for the parcels where property acquisition is needed.

3. DESIGN CONSULTANT shall provide legal descriptions and exhibits for the acquisition of new right-of-way, temporary construction easements, drainage tracts, and drainage easements. DESIGN CONSULTANT shall provide right-of-way research and survey to define the boundaries – TDE's, PUE's, of adjacent properties where new right-of-way or easements are anticipated. DESIGN CONSULTANT shall provide closure data for all written legal descriptions and exhibits. The scope of work includes, but is not limited to:

    a. The preparation of one (1) written legal description and exhibit, or as many as needed, for the acquisition of permanent right of way. If more than one (1) legal description is necessary for right of way acquisition, the cost for such additional work will be paid from the allowance included in the Contract Price.

    b. The preparation of one (1) written legal descriptions and exhibits, or as many as needed for permanent drainage easements. If more than one (1) legal description necessary for drainage easements, the cost for such additional work will be paid from the allowance included in the Contract Price. Legal descriptions and exhibits shall be accompanied by volumetric calculations, and shall define that portion of the retention which is required to be retained by the subject property and that portion which is retained for adjacent properties.

    c. The preparation of written legal descriptions and exhibits, as needed, for temporary construction easements. The cost for such work will be paid from the allowance included in the Contract Price.

    d. The preparation of written legal descriptions and exhibits, as needed, for utility easements. The cost for such work will be paid from the allowance included in the Contract Price.

4. DESIGN CONSULTANT shall submit final right-of-way documents to the CITY between 30% and 60% design completion. These documents shall include legal descriptions, parcel maps, right-of-way strip maps, a draft drainage report, and 30% design plans for all acquisitions and easements. A final right-of-way exhibit will be required at the 30% submittal stage.

5. DESIGN CONSULTANT shall field stake right-of-way twice monumenting the final RIGHT-OF-WAY as shown on the Record of Survey, at the direction of the CITY's Project Manager.

B 10.0 PLANS, SPECIFICATIONS AND ESTIMATES

1. DESIGN CONSULTANT shall prepare plans, specifications and estimates for the project in accordance with CITY standards. The plans shall include, but not be limited to:

- Cover Sheet
- General Notes Sheets
- Standard Sections Sheet
- Paving Plans/Profiles (1"=20'H/1"=2' V) – See Task 11 for additional information
- Drainage Plans – See Task 12 for additional information
- Striping and Signing Plans (1"=40') – See Task 13 for additional information
- Traffic Signal Plans – See Task 14 for additional information per city standards.
- Lighting Plans – See Task 15 for additional information per city standards - PL
- Utility Relocation Plans (if required, by others)
- Landscape and Irrigation Plans – See Task 16 for additional information per city standards.
- Waterline Plans (1"=20' H/1"=2' V) per city standards. – See Task 18 for additional information.
- Sewer Plans (1"=20' H/1"=2' V) per city standards. – See Task 18 for additional information
- Results of Survey and Control diagram

2. DESIGN CONSULTANT shall submit plans at the 30%, 60% 95% and 100% stages. The plan submittals will follow the checklists provided by the CITY.

3. At the 30%, 60%, 95%, 100% and final plan submittals, DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

4. At the completion of the design, DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format and scanned .TIF images of each plan sheet (signature set.)

5. Specifications will be in accordance with the MAG Standard Specifications and City of Avondale Standard Specifications. DESIGN CONSULTANT shall supply special provisions for all items not adequately covered by the standard specifications.

6. DESIGN CONSULTANT shall prepare cross sections and earthwork quantities determined, with the intent to provide a balanced earthwork project.

7. DESIGN CONSULTANT shall prepare cost estimates for all pay items per the standard specifications and special provisions, except that volumetric measurements will not be used for pay items.

8. Following each review, DESIGN CONSULTANT shall review the CITY's comments and complete the comment resolution forms provided by the CITY. DESIGN CONSULTANT will provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. DESIGN CONSULTANT shall provide the comment matrix to the CITY one week prior to the Comment Resolution Meeting. All comments will be incorporated unless otherwise authorized by the CITY.

9. DESIGN CONSULTANT shall return redline comments with each plan submittal.

10. DESIGN CONSULTANT shall be responsible for delivering to the CITY a complete set of constructible plans and shall be responsible for ensuring constructability of such plans, including, but not limited to, completion of right-of-way, TCE, and drainage easement acquisitions, and completion of utility relocation design.

B 11.0 PAVING PLAN/PROFILES

1. DESIGN CONSULTANT shall perform work necessary to create Typical Roadway Sections, Geometric Layout, Paving Plan & Profile Sheets and Cross Sections at 50 ft intervals within the project limits as stated in Item B8.3 using design and right-of-way needs for a major arterial.

2. DESIGN CONSULTANT shall prepare paving and profile plans at a scale of 1"=20' horizontal and 1"=2' vertical, to include base sheet preparation including survey control, topographic mapping, centerline stationing, curb and gutter, sidewalk, handicap ramps, driveways, turn lanes, intersecting streets, utilities, existing right-of-way, proposed right-of-way, existing utilities, construction notes, etc. Profiles shall show centerline stationing, existing ground, proposed curb and gutter grades, benchmarks and underground utilities.

B 12.0 DRAINAGE PLANS

1. DESIGN CONSULTANT shall prepare a drainage memo to define the new runoff expected as a result of the Avondale Boulevard construction and recommend the drainage improvements required.

2. DESIGN CONSULTANT shall prepare drainage calculations for all undeveloped areas adjacent to Avondale Boulevard. The project stretch has been partially constructed by private developers constructing the half street improvements adjacent to their developments.

3. DESIGN CONSULTANT shall perform drainage calculations and incorporate them into a Draft Drainage Memo to accompany the 30% plan submittal. The limits of analysis shall be to existing improvements. DESIGN CONSULTANT shall verify that the existing basins constructed along Avondale Boulevard within the project limits match the as-built plans. The Draft Drainage Memo shall identify proposed retention basins and any required drainage easements. This memo shall document all calculations certifying that the proposed design meets the design criteria.

4. DESIGN CONSULTANT shall incorporate comments received from the Draft Drainage Memo into a Final Drainage Memo between the 30% and 60% plan submittals.

5. DESIGN CONSULTANT shall submit legal descriptions and exhibits for drainage easements, including volumetric calculations, to the CITY between 30% and 60% plan submittals.

6. DESIGN CONSULTANT shall prepare calculations, plans, specifications, quantity determinations and opinion of probable costs. Submittals shall be made for 30%, 60%, 95%, 100% and the Final PS&E package. Plan sheets for retention basins and any necessary drainage details will be provided.

B 13.0 TRAFFIC SIGNAL PLANS (See AMEC Scope & Fee Proposal)

B 14.0 SIGNING AND STRIPING PLANS

1. DESIGN CONSULTANT shall develop preliminary traffic signing and striping plans within the project limits stated in Item B8.3 at the 30% plan stage in accordance with applicable CITY of Avondale Standards and Specifications. DESIGN CONSULTANT shall finalize the traffic signing and striping plans at the 60% plan stage. The Signing and Striping Design Plans shall be produced at 1”= 40’ scale (double stacked) and shall include the following sheets:

   Index Sheet
   General Striping Notes Sheet (including striping quantities)
   General Signing Summary and Notes
   General Detail Sheet
   Striping and Signing Plan Sheets

2. DESIGN CONSULTANT shall prepare calculations, plans, specifications, quantity determinations and opinion of probable costs. Submittals shall be made for 30%, 60%, 95%, Pre-Final 100% and the Final PS&E package.

B 15.0 STREET LIGHT PLANS (See Wright Engineering Scope & Fee Proposal)

B 16.0 LANDSCAPE & IRRIGATION PLANS (See E Group Scope & Fee Proposal)

B 17.0 STORMWATER POLLUTION PREVENTION PLANS (NIC)

B 18.0 WATER LINE AND SANITARY SEWER STUB-OUT PLANS

1. DESIGN CONSULTANT shall design an 8”-12” sanitary sewer lateral from the main line to the property line of the Children’s Hospital parcel along both McDowell Road and Avondale Boulevard.

2. DESIGN CONSULTANT shall design 8”-12” reclaimed and potable water laterals from the main lines to the property line of the Children’s Hospital parcel along both McDowell Road and Avondale Boulevard.

3. If it is deemed necessary from the results of the visual inspection, DESIGN CONSULTANT shall prepare water and sewer plans/profiles for water lines and sewer lines that need rehabilitation or replacement within the project limits.

B 19.0 GEOTECHNICAL (NIC)

B 20.0 PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA) (NIC)

B 21.0 UTILITY LOCATING SERVICES (ALLOWANCE, See H.)

C. CONSTRUCTION DOCUMENTS

DESIGN CONSULTANT shall prepare the construction documents for each design submittal listed in the table below.

Construction Document	30% Stage	60% Stage	95% Stage	100% Stage
Face Sheet (1)	P	F	F	S
Design Sheet/Index (1)		P	F	S
Special Detail Drawings (1)		P	F	S
Typical Roadway Sections (1)	P	F	F	S
Geometric Configuration (1)	P	F	F	S
Paving Plan & Profile Sheets (4)	P	F	F	S
Drainage Plans & Details (1)	P	F	F	S
Intersection Plans & Details (1)	P	F	F	S
Utility Plan/Profile/Details (0)	P	F	F	S
Traffic Signal Plans & Details (LEE)	P	P	F	S
Signing and Pavement Marking Plans & Details(2)	P	P	F	S
Lighting Plans & Details(Wright)	P	P	F	S
Landscape Plans & Details(E Group)	P	P	F	S
Quantity & Opinion of Probable Cost	P	P	F	F
Special Provisions	P	P	F	S
Drainage Memo	P	S		
Right-of-Way Legal Descriptions (1)	P	F	S	
Right-of-Way Strip Map (1)	P	F	F	F
Utility Strip Map	P	F	F	F

P – Denotes Preliminary, F – Denotes Final, S – Denotes Sealed –

C 1.0 ALIGNMENT (15%) PLANS

1. DESIGN CONSULTANT shall submit to the CITY two (2) roll plots of 15%-30% ultimate alignment plans and three (3) copies of the right-of-way strip map. In addition, DESIGN CONSULTANT shall send one (1) full size set of alignment

plans, along with a matrix detailing all identified utility conflicts to each utility company affected by the project.

C 2.0 PRELIMINARY (30%) PLANS

1. DESIGN CONSULTANT shall submit to the CITY one (1) full size sets of construction plans, four (4) half size sets of construction plans, two (2) copies of the draft drainage memo, two (2) copies of the "Testhole Data Summary Sheet", four (4) copies of the construction cost estimate, four (4) copies of the outline special provisions, two (2) copies of the final right-of-way strip map, two (2) copies of the utility strip map, and plan checklists. In addition, DESIGN CONSULTANT shall send two (2) full size sets of construction plans, along with conflict letters and a copy of the "Testhole Data Summary Sheet" to each utility company affected by the project.

2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

C 3.0 RIGHT-OF-WAY SUBMITTAL

1. DESIGN CONSULTANT shall submit two (2) copies of the final drainage memo, the final legal descriptions for acquisitions, drainage easements, utility easements, and TCEs, two (2) copies of the final right-of-way strip map, two (2) copies of the utility strip map, Survey; tie into COA datum. (typical) for all submittals - ST

C 4.0 PRELIMINARY (60%) PLANS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the preliminary plan review. DESIGN CONSULTANT shall submit to the CITY 30% redlines, four (4) copies of 30% plan comments and annotated comment sheet, one (1) full size sets of construction plans, four (4) half-size sets of construction plans, one (1) copy of the sealed drainage memo, four (4) copies of the construction cost estimate, four (4) copies of the technical special provisions, plan checklists, one (1) copy of the final right-of-way strip map, two (2) copies of the utility strip map. In addition, DESIGN CONSULTANT shall send two (2) full size sets of construction plans, along with conflict letters to each utility company affected by the project.

2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

C 5.0 PRE-FINAL (95%) PLANS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the preliminary plan review. DESIGN CONSULTANT shall submit to the CITY 60% redlines, four (4) copies of 60% plan comments and annotated comment sheets, one (1) full size sets of construction plans, four (4) half size sets of construction plans, four (4) copies of the construction cost

estimate, four (4) copies of the final technical special provisions, plan checklists, one (1) copy of the final right-of-way strip map, two (2) copies of the utility strip map. In addition, DESIGN CONSULTANT shall send two (2) full size sets of construction plans, along with conflict letters to each utility company affected by the project.

2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

C 6.0 FINAL (100%) CONSTRUCTION DOCUMENTS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the pre-final plan review. DESIGN CONSULTANT shall submit to the CITY 95% redlines, one (1) copy of 95% plan comments and annotated comment sheets, one (1) sealed set of specifications including technical special provisions, one (1) full size set of sealed construction plans on reproducible 4 mil Mylar with cover sheet signed by ADEQ or Maricopa Environmental Services, if applicable, one (1) copy of the final construction cost estimate and bid schedule, one (1) copy of the final right-of-way strip map, and two (2) copies of the final utility strip map.

2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

D. POST DESIGN SERVICES (Not Included in this Contract)

E. PROJECT SCHEDULE

The following schedule was developed based on past experience and is indexed to the notice to proceed date. It has been assumed that all agencies have a three week review period.

Notice To Proceed	0
Data Collection	NTP + 4 Weeks
Submit 15% Roll Plot	NTP + 6 Weeks
Submit 30% Plans	NTP + 10 Weeks
Submit right-of-way Acquisition Documents	NTP + 12 Weeks
Submit 60% Plans	NTP + 14 Weeks
Submit 95% Plans	NTP + 16 Weeks
Submit Final Plans	NTP + 18 Weeks
Bidding	NTP + 22 Weeks

1. DESIGN CONSULTANT shall adhere to the production schedule established for the project and such schedule may not be modified or deviated from without written consent by the CITY. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever completion of the project design, or any of the partial completion points listed in the schedule are delayed by one week or more. Such adjusted schedule shall include a written explanation stating the reasons for the schedule change and a plan for getting back on schedule. DESIGN CONSULTANT shall take all reasonable action necessary to get the project back on schedule and CITY shall cooperate to assist DESIGN CONSULTANT.

F. QUALITY CONTROL –
DESIGN CONSULTANT shall institute and comply with the Design Quality Control Plan established for the project.

G. Fee Schedule/Man hour Breakdown –
See Attached

H. POT-HOLING SERVICES for 10 potholes @ $700 ($7000 allowance) (Traffic signal, SRP irrigation pipe, stub-outs, conduit in all four legs of intersection, other.

I. Additional Design services ($10,000) this allowance is at the discretion of the City due to any additional design issues that may occur based on the accelerated design schedule.

EXHIBIT A-2
DESIGN TEAM AND THEIR ASSIGNMENTS

Design Consultant's design team and their assignments are as follows:

Civil Engineering
Ritoch-Powell & Associates
Contact: Karl Obergh 602-263-1177

Landscape Design
E group
Contact: Jason Harrington 602-462-9000

Traffic Signal Modifications
Lee Engineering
Contact: David Bruggeman 602-955-7206

Lighting Design
Wright Engineering
Contact: Ronald Wright 480-497-5829

RITOCH-POWELL
& ASSOCIATES

3800 North Central Avenue, Suite 605
Phoenix, AZ 85012
Phone: 602-263-1177
Fax: 602-277-6286

APPENDIX
FEE & HOURS

RITOCH-POWELL & ASSOCIATES

3800 N. Central Ave, Suite 605
Phoenix, Arizona 85012
P: 602-263-1177
F: 602-277-6286

DESIGN SERVICES FEE SUMMARY

CONSULTANT: RITOCH-POWELL & Associates

PROJECT NAME: Avondale Boulevard and McDowell Road Intersection Improvements

PROJECT NO. STXXX

TRANSPORTATION:

CLASSIFICATION	MAN HOURS	LABOR RATES	BILLABLE RATES	LABOR COSTS
Project Principal	0	$ 77.00	$ 204.13	$ -
Project Manager	54	$ 56.00	$ 148.46	$ 3,024.00
Senior PE/RLS	135	$ 43.00	$ 113.99	$ 5,805.00
Design Engineer	203	$ 30.00	$ 79.53	$ 6,090.00
CADD Designer	404	$ 25.00	$ 66.28	$ 10,100.00
Survey Crew	48	$ 59.00	$ 156.41	$ 2,832.00
Clerical	17	$ 21.00	$ 55.67	$ 357.00
Total Hours	861			

		Total Direct Labor	$ 28,208.00
Overhead Rate	141%	Total Labor with Overhead	$ 39,773.00
		Net Fee (Subtotal Labor X 10% Fixed Fee)	$ 6,798.00
		Subtotal Transportation	$ 74,779.00

DIRECT AND OUTSIDE EXPENSES:

Description	Unit	Unit Rate	Quantity	Total
Vehicle Mileage	Miles	$ 0.48	800	$ 384.00
Survey Vehicle Mileage	Miles	$ 0.48	400	$ 192.00
Printing (11" x 17")	Each	$ 0.52	60	$ 31.20
Printing (22" x 34") bond	Each	$ 6.00	60	$ 360.00
Printing (22" x 34") mylar	Each	$ 18.00	12	$ 216.00
Deliveries/Postage	Each	$ 3.00	30	$ 90.00
			Subtotal Direct and Outside Expenses	$ 1,273.20

SUBCONSULTANT FEES:

Subconsultant	Task	Fee
e group	Landscaping	$17,600.00
Wright	Lighting	$10,460.00
Lee Engineering	Signals	$19,850.00
TBE (Allowance)	Potholing	$7,000.00
RPA (Allowance)	Design Contengency	$10,000.00
Subtotal Subconsultants		**$64,910.00**

Subtotal Subconsultants $64,910.00

TOTAL FEE $140,962.20

TASK HOURLY ESTIMATE
Avondale Boulevard and McDowell Road Intersection Improvements
Project # STXXX
RITOCH-POWELL & Associates

Task	Description	# of Shee	Project Principal	Project Manager	Senior PE/RLS	Design Engineer	CADD Designer	Survey Crew	Clerical	Total Hours By Task
B2.0	**Data Collection**									
B2.1	*Obtain Existing As-Built Drawings, Reports, etc..*		*0*	*0*	*2*	*0*	*6*	*0*	*2*	*10*
Subtotal B2.0 Data Collection			**0**	**0**	**2**	**0**	**6**	**0**	**2**	**10**
B3.0	**Public Utility Coordination**									
B3.1	*Incorporate Exist. & Prop. Utilities*		*0*	*0*	*0*	*4*	*6*	*0*	*0*	*10*
B3.2	*Utility Upgrade Coordination*		*0*	*0*	*1*	*0*	*0*	*0*	*0*	*1*
B3.3	*Abandoned & Deactivate Utility Coordination*		*0*	*0*	*1*	*0*	*0*	*0*	*0*	*1*
B3.4	*Prepare Existing Utility Base Maps*		*0*	*0*	*1*	*2*	*2*	*0*	*0*	*5*
B3.5	*Identify Utility Conflicts*		*0*	*0*	*1*	*2*	*0*	*0*	*0*	*3*
B3.6	*Title Reports*		*0*	*0*	*1*	*0*	*0*	*0*	*1*	*2*
B3.7	*Utility Company Notification Letter*		*0*	*0*	*2*	*0*	*0*	*0*	*4*	*6*
B3.8	*Base File Sharing w/ Utility Companies*		*0*	*0*	*0*	*0*	*1*	*0*	*0*	*1*
B3.10	*Preliminary Utility Relocation Alignments*		*0*	*0*	*1*	*2*	*0*	*0*	*0*	*3*
B3.11	*Identify Utility Easements*		*0*	*0*	*0*	*2*	*0*	*0*	*0*	*2*
B3.12	*Utility Strip Map*		*0*	*0*	*1*	*2*	*4*	*0*	*0*	*7*
B3.15	*Utility Land Coordination Meetings*		*0*	*0*	*4*	*0*	*0*	*0*	*0*	*4*
B3.16	*Utility Plan Constructability Review*		*0*	*0*	*2*	*0*	*0*	*0*	*0*	*2*
B3.18	*Utility Clearance Letters*		*0*	*0*	*2*	*0*	*0*	*0*	*0*	*2*
B3.19	*Coordinate with Stakeholders*		*0*	*0*	*2*	*4*	*0*	*0*	*0*	*6*
Subtotal B3.0 Public Utility Coordination			**0**	**0**	**19**	**18**	**13**	**0**	**5**	**55**
B4.0	**Progress Meetings**									
B4.1	*Comment Resolution Meetings (3)*		*0*	*9*	*9*	*0*	*0*	*0*	*3*	*21*
B4.2	*Meeting Minutes (3)*		*0*	*6*	*6*	*0*	*0*	*0*	*3*	*15*
Subtotal B4.0 Progress Meetings			**0**	**15**	**15**	**0**	**0**	**0**	**6**	**36**
B6.0	**Stakeholder Meetings**									
B6.1	*Monthly Stakeholder Meetings*	*Labor included in Task B4.0*								
Subtotal B6.0 Stakeholder Meetings			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
B8.0	**Design Survey**									
B8.1	*Ground Survey*		*0*	*0*	*4*	*0*	*0*	*10*	*0*	*14*

TASK HOURLY ESTIMATE
Avondale Boulevard and McDowell Road Intersection Improvements
Project # STXXX
RITOCH-POWELL & Associates

Task	Description	# of Shee	Project Principal	Project Manager	Senior PE/RLS	Design Engineer	CADD Designer	Survey Crew	Clerical	Total Hours By Task
B8.2	*Topographic Survey*		0	2	4	0	0	30	0	36
Subtotal B8.0 Design Survey			**0**	**2**	**8**	**0**	**0**	**40**	**0**	**50**
B9.0	**Right-of-Way Survey**									
B9.1	*Research Existing Right-of-Way*		0	1	2	0	4	0	0	7
B9.3	*Right-of-Way Strip Map*		0	1	2	0	4	0	0	7
B9.4	*Property Acquisition Legal Descriptions & Exhibits*		0	0	4	2	8	0	0	14
B9.5	*Final Right-of-Way Documents*		0	0	4	2	8	0	0	14
B9.6	*Field Stake Right-of-Way*		0	0	2	0	0	8	0	10
Subtotal B9.0 Right-of-Way Survey			**0**	**2**	**14**	**4**	**24**	**8**	**0**	**52**
B10.0	**Plans, Specifications, & Estimates**									
B10.1	**30% Design Stage**									
	Cover Sheet	1	0	0	0	1	2	0	0	3
	General Notes	1	0	0	0	1	4	0	0	5
	Design Data and Index of Sheets	2	0	0	1	1	8	0	0	10
	60% Design Stage									
	Cover Sheet	1	0	1	0	1	2	0	0	4
	General Notes	1	0	1	0	2	4	0	0	7
	Design Data and Index of Sheets	2	0	1	0	2	6	0	0	9
	95% Design Stage									
	Cover Sheet	1	0	0	0	0	0	0	0	0
	General Notes	1	0	0	0	0	0	0	0	0
	Design Data and Index of Sheets	2	0	0	0	1	3	0	0	4
	100% Design Stage									
	Cover Sheet	1	0	0	0	0	0	0	0	0
	General Notes	1	0	0	0	0	0	0	0	0
	Design Data and Index of Sheets	2	0	0	0	0	0	0	0	0
B10.3	**Base Files**									
	Scanned .tif Files (30%, 60%, 95%)		0	0	0	0	1	0	0	1
B10.4	**Base Files**									
	Scanned .tif Files (100%, PS&E)		0	0	0	0	1	0	0	1
B10.5	**Special Provisions**									
	Prepare Special Provisions		0	0	0	0	0	0	0	0

TASK HOURLY ESTIMATE
Avondale Boulevard and McDowell Road Intersection Improvements
Project # STXXX
RITOCH-POWELL & Associates

Task	Description	# of Shee	Project Principal	Project Manager	Senior PE/RLS	Design Engineer	CADD Designer	Survey Crew	Clerical	Total Hours By Task
B10.6	**Cross Sections & Earthwork Quantities**									
	Prepare Cross Sections & Earthwork Quantities		*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
B10.7	**Opinions of Probable Cost**									
	Prepare Estimates (30%, 60%, 95%, 100%, PS&E)		*0*	*4*	*6*	*6*	*0*	*0*	*0*	*16*
Subtotal B10.0 Plans, Specifications, & Estimates			**0**	**7**	**7**	**15**	**31**	**0**	**0**	**60**
B11.0	**Paving Plan/Profiles**									
	30% Design Stage									
	Typical Roadway Section Sheets		*0*	*0*	*1*	*2*	*6*	*0*	*0*	*9*
	Pavement Structural Section		*0*	*0*	*0*	*1*	*2*	*0*	*0*	*3*
	Curb & Gutter/Sidewalk Summary Sheets		*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	Detail Sheets		*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	Geometric Control Sheets		*0*	*0*	*1*	*2*	*6*	*0*	*0*	*9*
	Roadway Plan Sheets		*0*	*1*	*2*	*6*	*24*	*0*	*0*	*33*
	Intersection Staking Diagram Sheets		*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	Profile Sheets		*0*	*1*	*2*	*6*	*24*	*0*	*0*	*33*
	Driveway Profile Sheets		*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	60% Design Stage									
	Typical Roadway Section Sheets		*0*	*1*	*1*	*2*	*6*	*0*	*0*	*10*
	Pavement Structural Section		*0*	*0*	*0*	*1*	*1*	*0*	*0*	*2*
	Curb & Gutter/Sidewalk Summary Sheets		*0*	*0*	*0*	*2*	*4*	*0*	*0*	*6*
	Detail Sheets		*0*	*0*	*2*	*4*	*8*	*0*	*0*	*14*
	Geometric Control Sheets		*0*	*0*	*1*	*2*	*4*	*0*	*0*	*7*
	Roadway Plan Sheets		*0*	*4*	*4*	*12*	*24*	*0*	*0*	*44*
	Intersection Staking Diagram Sheets		*0*	*0*	*2*	*6*	*8*	*0*	*0*	*16*
	Profile Sheets		*0*	*4*	*4*	*12*	*24*	*0*	*0*	*44*
	Driveway Profile Sheets		*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	95% Design Stage									
	Typical Roadway Section Sheets		*0*	*0*	*0*	*1*	*1*	*0*	*0*	*2*
	Pavement Structural Section		*0*	*0*	*0*	*0*	*1*	*0*	*0*	*1*
	Curb & Gutter/Sidewalk Summary Sheets		*0*	*0*	*0*	*0*	*1*	*0*	*0*	*1*
	Detail Sheets		*0*	*0*	*2*	*4*	*6*	*0*	*0*	*12*
	Geometric Control Sheets		*0*	*0*	*0*	*1*	*2*	*0*	*0*	*3*
	Roadway Plan Sheets		*0*	*1*	*1*	*6*	*8*	*0*	*0*	*16*

TASK HOURLY ESTIMATE
Avondale Boulevard and McDowell Road Intersection Improvements
Project # STXXX
RITOCH-POWELL & Associates

Task	Description	# of Shee	Project Principal	Project Manager	Senior PE/RLS	Design Engineer	CADD Designer	Survey Crew	Clerical	Total Hours By Task
	Intersection Staking Diagram Sheets		*0*	*0*	*0*	*4*	*6*	*0*	*0*	*10*
	Profile Sheets		*0*	*1*	*1*	*6*	*8*	*0*	*0*	*16*
	Driveway Profile Sheets		*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	100% Design Stage									
	Typical Roadway Section Sheets		*0*	*0*	*0*	*1*	*2*	*0*	*0*	*3*
	Pavement Structural Section		*0*	*0*	*0*	*1*	*1*	*0*	*0*	*2*
	Curb & Gutter/Sidewalk Summary Sheets		*0*	*0*	*0*	*1*	*2*	*0*	*0*	*3*
	Detail Sheets		*0*	*0*	*0*	*1*	*2*	*0*	*0*	*3*
	Geometric Control Sheets		*0*	*0*	*0*	*1*	*2*	*0*	*0*	*3*
	Roadway Plan Sheets		*0*	*1*	*2*	*4*	*8*	*0*	*0*	*15*
	Intersection Staking Diagram Sheets		*0*	*0*	*0*	*2*	*4*	*0*	*0*	*6*
	Profile Sheets		*0*	*1*	*2*	*4*	*8*	*0*	*0*	*15*
	Driveway Profile Sheets		*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
Subtotal B11.0 Paving Plan/Profiles			**0**	**15**	**28**	**95**	**203**	**0**	**0**	**341**
B12.0	**Drainage Plan/Profiles**									
B12.3	***30% Design Stage***									
	Draft Drainage Memo		*0*	*2*	*6*	*8*	*6*	*0*	*2*	*24*
B12.4	**60% Design Stage**									
	Final Drainage Memo		*0*	*1*	*2*	*4*	*4*	*0*	*2*	*13*
B12.5	*Drainage Easement Calcs & Legal Description*		*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
B12.6	**30% Design Stage**									
	Retention Basin Plan Sheets		*0*	*1*	*4*	*8*	*12*	*0*	*0*	*25*
	Drainage Details		*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	60% Design Stage									
	Retention Basin Plan Sheets		*0*	*2*	*2*	*6*	*10*	*0*	*0*	*20*
	Drainage Details		*0*	*1*	*4*	*6*	*12*	*0*	*0*	*23*
	95% Design Stage									
	Retention Basin Plan Sheets		*0*	*1*	*2*	*2*	*4*	*0*	*0*	*9*
	Drainage Details		*0*	*0*	*1*	*1*	*4*	*0*	*0*	*6*
	100% Design Stage									
	Retention Basin Plan Sheets		*0*	*0*	*1*	*0*	*1*	*0*	*0*	*2*
	Drainage Details		*0*	*0*	*1*	*0*	*2*	*0*	*0*	*3*

TASK HOURLY ESTIMATE
Avondale Boulevard and McDowell Road Intersection Improvements
Project # STXXX
RITOCH-POWELL & Associates

Task	Description	# of Shee	Project Principal	Project Manager	Senior PE/RLS	Design Engineer	CADD Designer	Survey Crew	Clerical	Total Hours By Task
Subtotal B12.0 Drainage Plan/Profiles			**0**	**8**	**23**	**35**	**55**	**0**	**4**	**125**
B13.0	**Traffic Signal Plans**									
	Traffic Signal Plan	*Refer to AMEC Subcontractor Scope & Fee*								
	RPA Subcontractor Coordination		*0*	*1*	*2*	*2*	*4*	*0*	*0*	*9*
Subtotal B15.0 Traffic Signal Plans			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
B14.0	**Striping & Signing Plans**									
	Striping & Signing Plans		*0*	*2*	*8*	*16*	*32*	*0*	*0*	*58*
Subtotal B16.0 Striping & Signing Plans			**0**	**2**	**8**	**16**	**32**	**0**	**0**	**58**
B15.0	**Street Light Plans**									
	Street Light Plans	*Refer to Wright Engineering Subcontractor Scope & Fee*								
	RPA Subcontractor Coordination		*0*	*1*	*2*	*2*	*4*	*0*	*0*	*9*
Subtotal B17.0 Street Light Plans			**0**	**1**	**2**	**2**	**4**	**0**	**0**	**9**
B16.0	**Landscape & Irrigation Plans**									
	Landscape & Irrigation Plans	*Refer to e group Subcontractor Scope & Fee*								
	RPA Subcontractor Coordination		*0*	*1*	*2*	*2*	*4*	*0*	*0*	*9*
Subtotal B18.0 Landscape & Irrigation Plans			**0**	**1**	**2**	**2**	**4**	**0**	**0**	**9**
B18.0	**Waterline and Sewerline Stubs**									
	30% Design Stage									
	Water Line & Sewer Line Stubs		*0*	*0*	*2*	*4*	*10*	*0*	*0*	*16*
	60% Design Stage									
	Water Line & Sewer Line Stubs		*0*	*1*	*2*	*6*	*12*	*0*	*0*	*21*
	95% Design Stage									
	Water Line & Sewer Line Stubs		*0*	*0*	*2*	*4*	*8*	*0*	*0*	*14*
	100% Design Stage									
	Water Line & Sewer Line Stubs		*0*	*0*	*1*	*2*	*2*	*0*	*0*	*5*
Subtotal B20.0 Waterline, Sanitary Sewer & Reclaimed W			**0**	**1**	**7**	**16**	**32**	**0**	**0**	**56**
Subtotal Contract Hours			**0**	**54**	**135**	**203**	**404**	**48**	**17**	**861**

RITOCH-POWELL
& ASSOCIATES

3800 North Central Avenue, Suite 605
Phoenix, AZ 85012
Phone: 602-263-1177
Fax: 602-277-6286

APPENDIX
SUBCONSULTANTS

Project - RPA - McDowell Rd & Avondale BLVD - Avondale, AZ 7-Oct-08

e group landscape architecture/environmental design, inc.

A Prinicpal, e group
B Project Manager, e group
C Technical, e group

McDowell Road & Avondale BLVD										
	Task	*A: Principal*	*B: PM*	*C: Tech*				*Hrs:*	*Hrs:*	*Sub-Total Fee*
	1. Concept development - Coordination items									
	1.1 Team meetings (1) - Kickoff-site		2					***2***		
	1.2 Irrigation utility coordination		1					***1***		
	Sub-Total Hours:	***0***	***3***	***0***	***0***	***0***			***3***	
	Hourly Rates:	*$ 165.00*	*$ 150.00*	*$ 125.00*						
	Sub-Total Fee (Task 1):	*$ -*	*$ 450.00*	*$ -*						*$ 450.00*
	Task	*A: Principal*	*B: PM*	*C: Tech*				*Hrs:*	*Hrs:*	*Sub-Total Fee*
	2. SD package - 30%									
	2.1 Team meeting (1)		2					***2***		
	2.2 Client & team coordination		2					***2***		
	2.3 Landscape and Irrigation Schematic design	0	6	12				***18***		
	Sub-Total Hours:	***0***	***10***	***12***	***0***	***0***			***22***	
	Hourly Rates:	*$ 165.00*	*$ 150.00*	*$ 125.00*						
	Sub-Total Fee (Task 2):	*$ -*	*$ 1,500.00*	*$ 1,500.00*						*$ 3,000.00*
	Task	*A: Principal*	*B: PM*	*C: Tech*				*Hrs:*	*Hrs:*	*Sub-Total Fee*
	3. DD package - 60%									
	3.1 Team meeting (1)		2					***2***		
	3.2 Client & Sub consultant coordination		2					***2***		
	3.3 Cost Estimate / Specs Draft		4					***4***		
	3.4 Landscape & Irrigation Development design plans	0	8	20				***28***		
	Sub-Total Hours:	***0***	***16***	***20***	***0***	***0***			***36***	
	Hourly Rates:	*$ 165.00*	*$ 150.00*	*$ 125.00*						
	Sub-Total Fee (Task 3):	*$ -*	*$ 2,400.00*	*$ 2,500.00*						*$ 4,900.00*
	Task	*A: Principal*	*B: PM*	*C: Tech*				*Hrs:*	*Hrs:*	*Sub-Total Fee*
	4. CD package 95-100%									
	4.1 Team meeting (1)		2					***2***		
	4.2 Client & Sub consultant coordination		4					***4***		
	4.3 Cost Estimate / Specs revision (2)		4					***4***		
	4.4 Progress CD set - 95%	0	6	12				***18***		
	4.5 Progress CD set - 100% Draft	0	6	12				***18***		
	4.6 Final CD set - 100% Final	0	6	12				***18***		
	4.8 Finalize project documentation - electronic submital		2	2				***4***		
	Sub-Total Hours:	***0***	***30***	***38***	***0***	***0***			***68***	
	Hourly Rates:	*$ 165.00*	*$ 150.00*	*$ 125.00*						
	Sub-Total Fee (Task 4):	*$ -*	*$ 4,500.00*	*$ 4,750.00*						*$ 9,250.00*

TOTAL FEES	***$ 17,600.00***

#4756

WRIGHT ENGINEERING CORPORATION
ELECTRICAL ENGINEERING & DESIGN

RONALD S. WRIGHT, P.E.
R. SCOTT WRIGHT, P.E.
WADE T. WILLIAMS, P.E.
AARON D. KUTCHINSKY, P.E.

September 29, 2008

Ritoch – Powell & Associates
3800 North Central Ave.
Suite 605
Phoenix, AZ 85012

Re: **Public Street Light Design for Avondale & McDowell Rd. Project**

Attn: Karl G. Obergh

Dear Karl,

Wright Engineering appreciates this opportunity to submit a proposal for electrical engineering services on the above referenced project. The following services will be performed in a professional manner to meet City of Avondale requirements:

Scope of Services for Street Light Design

1. Prepare a set of 24x36 reproducible street light construction plans.
2. Design services will consist of the following:
    a. One pre-design meeting
    b. Site investigation to determine existing conditions
    c. Prepare sealed photometric calculation drawings 8½ x11 or 24x36
    d. Prepare sealed street light construction drawings 24x36
    e. Design coordination with civil engineer and/or architect and power company
    f. Quality assurance review
    g. Address redline corrections until plan approval

Post Design Services

1. Attend one pre-bid meeting and issue addenda for clarification or correction of the construction documents.

165 EAST CHILTON • CHANDLER, ARIZONA 85225 OFFICE: 480/497-5829 FAX: 480/497-5807
www.wrightengr.com
EMAIL: ronw@wrightengr.com

2. Answer contractor RFI's
3. Prepare as-builts drawings from redlined plans provided by the city after construction is complete.

Responsibilities of Others

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Designation of electrical service locations will be determined by A.P.S. or S.R.P. and shown on their plans.
3. Submit documents to client for city submittals. Client shall pay all review fees to the City of Avondale.

Deliverables

1. Upon completion of the design, we will provide one set of final sealed documents bearing the signature of a registered electrical engineer in the State of Arizona.

Engineering Fee

The above services will be provided as follows:

1. Street Light Design Plans: ($7,800) Seven Thousand Eight Hundred Dollars
2. Post Design Services: ($2,660) Two Thousand Six Hundred Sixty Dollars

Retainer

The client shall make an initial payment of ($0.00) as a "retainer" upon execution of this Agreement. This retainer shall be held by Wright Engineering Corp. and applied against the final invoice.

Additional Services

Any services not specifically included in the Scope of Services section such as submittal review, as-built drawings or construction services, shall be additional services payable at an hourly fee at the following rates:

Personnel	Hourly Rate	Personnel	Hourly Rate
Principal	$120	Designer	$85
Senior Engineer	$105	Draftsman	$75
Engineer	$95	Secretary	$45

Printing Charges

The following printing and deliveries are included in this scope of services:

12 sets of blacklines
5 standard deliveries

Additional printing and delivery will be charged as follows:

Blacklines	$ .90 each
Vellum Sepia	$ 6.00 each
Mylar Sepia	$15.00 each
Delivery Cost	cost

We will bill you on a monthly basis for these services. Payment terms are Net 30 days. This proposal will be valid for the next 90 days. If you have any questions, please contact us at your earliest convenience.

I look forward to working with you on this project. Please show your acceptance of this proposal by signing below and returning one copy for my records.

Sincerely,

Ronald S. Wright

Ronald S. Wright, P.E.
Wright Engineering Corporation

I have received and read Appendix 'A' and agree to all terms and conditions as outlined in Appendix 'A' and this proposal. By signing, the proposal becomes the agreement and is executed.

Accepted this_____day of_____2008

_____
(Company Name)

_____
(Signature)

_____
(Print or Type Name)

_____
(Title)

The Client agrees that the technical methods, techniques, and pricing information contained in any proposal submitted by Wright Engineering pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Wright Engineering.

Appendix 'A'
Terms and Conditions

Certifications
Wright Engineering Corp. shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Wright Engineering Corp. cannot ascertain.

Termination of Services
This agreement may be terminated by the Client or Wright Engineering Corp. should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Wright Engineering Corp. for all service rendered to the date of termination and all reimbursable expenses.

Ownership of Documents
All documents produced by Wright Engineering Corp. under this agreement shall remain the property of Wright Engineering Corp. and may not be used by the Client for any other endeavor without the written consent of Wright Engineering Corp.

Billings/Payments
Invoices for Wright Engineering Corporation services shall be submitted, at Wright Engineering Corporation's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Wright Engineering Corporation may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate or suspend the performance of the service. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of one-and-one-half percent (1.5%) (or the maximum rate allowed by law, whichever is less) on the then unpaid balance. In the event any portion, or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

Unauthorized Changes
In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Wright Engineering Corp. without obtaining Wright Engineering Corporation's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against Wright Engineering Corp. and to release Wright Engineering Corp. from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Wright Engineering Corp. from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to Wright Engineering Corporation's construction documents without the prior written approval of Wright Engineering Corp. and that further requires the Contractor to indemnify both Wright Engineering Corp. and the Client from any liability or cost arising from such changes made without such proper authorization.

Permits and Approvals
It is the responsibility of the Client to obtain all permits and approvals normally required by law for projects similar to the one for which Wright Engineering Corporation's services are being engaged. Wright Engineering Corp. may assist the Client as requested in applying for those permits and approvals for an additional fee. This service is not included in the Basic Services of this Agreement.

Construction Supervision
The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with this Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Changed Conditions
If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Attorneys' Fees
In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

Mediation
In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless parties mutually agree otherwise.

Indemnification
The Consultant and the Subconsultant mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

Limitation of Liability
Neither the engineer, the engineer's consultants, nor their agents or employees shall be jointly or individually liable to the owner in an amount in excess of our fees.

3033 N. 44th Street
Suite 375
Phoenix, AZ 85018
602/955-7206 FAX 602/955-7349
LEE ENGINEERING

October 19, 2008

Mr. Karl Obergh, PE
Project Manager
Ritoch-Powell & Associates
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012

RE: Proposal for Professional Services
McDowell Rd at Avondale Blvd
Traffic signal Modifications

Dear Karl:

Pursuant to our meeting, Lee Engineering respectfully submits this proposal for the design of traffic signal modifications resulting from civil improvements at this existing signalized intersection.

As the City of Avondale's On-Call consultant for traffic signal design and construction, we are able to closely coordinate with the City Traffic Engineering staff, and develop plans the City will approve.

SCOPE OF WORK:

1. Discuss with Ritoch-Powell and/or City staff specific design issues:
   - Planned civil improvements relative to the existing signalized intersection;
   - Detection/interconnect methodology (if any);
   - Need for and type of emergency vehicle pre-emption; and
   - Other issues as identified by Ritoch-Powell & Associates or City staff.

2. Obtain CADD files of design conditions from Ritoch-Powell & Associates, including existing and new curbs, sidewalks, ramps, lane markings, property/right-of-way lines, and utilities.

3. Obtain as-built plans of the existing signal from the City of Avondale. Field verify accuracy of the provided traffic signal as-built plans, especially as the relate to underground conduits and wiring. Lee Engineering will open and verify all pull boxes and content, including conduit sizes, quantity/type/size of all conductors and cables.

4. Conduct field observations and measurements of existing conditions, as necessary. Observe locations of existing electrical, surface utility facilities and potential relocations for poles, junction boxes and cabinets. Obtain digital photos of all aspects of the existing traffic signal facilities, including above ground and underground facilities and inside the existing controller cabinet.

5. Contact and coordinate with SRP for any electrical service modifications. Present any SRP changes or requirements on the project plans.

6. Prepare signal and interconnect design plans, responsive to impacts caused by the civil improvements and City standards. Our anticipated number and type of sheets, based on a recent sample plans set provided to us by the City's Traffic Engineer:

   1 Traffic Signal Notes & Details Sheet
   1 Traffic Signal Plan View Sheet
   1 Signal Pole & Conductor Schedules Sheet
   1 Traffic Signal Interconnect Infrastructure Sheet

   We are not proposing a cover sheet as we are assuming that the traffic signal plan sheets will be a component of a larger project plans set.

   Design plans, Engineers Estimate and any applicable specifications and Special Provisions shall be submitted to Ritoch-Powell & Associates for submittal to the City for review at the 60% and 95% stages, or other stages as designated by Ritoch-Powell & Associates at project initiation. Ritoch-Powell shall indicate the project schedule to Lee Engineering as soon a sit is refined and approved by the City. Lee Engineering's starting point shall be refined civil design CADD files, as specified above, and schedule shall allow a minimum of three weeks for production of the traffic signal PS&E items for the 60% stage.

   If a 30% stage submittal requires a traffic signal exhibit, we will utilize "best available" CADD files provided by Ritoch-Powell to develop a plan view exhibit that shows potential pole, cabinet, conduit and pull box locations – all subject to revision as the design matures over subsequent stages.

Final plans shall be provided full-size, on vellum or mylar, as requested by Ritoch-Powell & Associates, and sealed by an Arizona Registered Professional Engineer (Dave Bruggeman, PE, PTOE).

7. Attend up to five meetings with Ritoch-Powell & Associates and/or City staff, as necessary, to coordinate with utilities and design and review process. Attend Preconstruction Conference, if requested by Ritoch-Powell & Associates and/or City staff.

8. Conducting of potholing, for the purpose of insuring that all proposed pole and cabinet locations are guaranteed clear of conflicts, is not included, as by state law that work can be conducted only by a registered contractor. Lee Engineering, will, upon request, provide Ritoch-Powell and/or the City an exhibit illustrating proposed location and size/depth of subject foundations for use by others in conducting potholing. Locations shall be tied to stations and offsets established by Ritoch-Powell & Associates for this project.

9. Respond to telephone inquiries from Ritoch-Powell & Associates, contractors and/or City staff during the construction phase, as necessary. Participate in construction stage activities, such as locating poles in the field, and mitigation of other field-identified traffic signal and interconnect infrastructure issues as they occur, to the extent necessary to satisfy City staff, including issuing addendums to plans as field adjustments become necessary.

CLIENT COOPERATION:

The following are items necessary to be provided by Ritoch-Powell & Associates to Lee Engineering:

- CADD files of proposed refined civil design, including existing and new curbs, sidewalks, ramps, existing signal pole, cabinet and pull box locations (for all four corners will be required by the City of Avondale), crosswalk and lane striping, property/right-of-way lines, and utility information.

NOTE:
Changes to curb lines, ramp locations, or sidewalks after the signal design has initiated could cause significant rework and delays to progress. Lee Engineering retains the right to evaluate and notify Ritoch-Powell & Associates of subsequent project impacts in the event of such changes affecting the signal and infrastructure design components, so we can mutually develop a means to achieve a successful design within the City's project schedule.

PROJECT SCHEDULE:

Lee Engineering shall commence work immediately upon receipt of a signed contract or this letter signed as approved by Ritoch-Powell & Associates, and the listed refined design CADD files. Review times are beyond the control of Lee Engineering.

60% Plans	-	No later than 20 working days from receipt of signed contract/proposal <u>and</u> specified CADD files (Minimum 3 weeks of design time is anticipated, as stated above),
95% Plans	-	10 working days from receipt of 60% review comment resolutions,
Final PS&E	-	5 working days from receipt of 95% review comments resolutions.

COST PROPOSAL:

Lee Engineering proposes to conduct the above stated scope of work for a Lump Sum fee of Nineteen Thousand Eight Hundred Fifty Dollars ($19,850.00). Additional services may be negotiated upon request.

Unless otherwise notified by Ritoch-Powell at project initiation, Lee Engineering shall invoice Ritoch-Powell on a 4 week cycle, with invoice based on percent complete to date, keyed to the 30%, 60%, 95% and project completion milestones. Lee Engineering recognizes that our invoice will be included in the Ritoch-Powell invoices to the City based on Ritoch-Powell's invoicing cycle.

Karl, I sincerely thank you for the opportunity to work with and serve Ritoch-Powell! Our existing traffic signal standing with the City of Avondale staff should mutually benefit both our firms in successfully conducting this project for the City, and possibly provide the foundation for offering a similar experience for other clients.

Sincerely,

Dave Bruggeman, PE, PTOE
Principal

Approved: _____
Karl Obergh, Principal

Date: _____

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement with United Civil Group to Conduct Traffic Impact Analysis Reviews

MEETING DATE:
November 3, 2008

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623)333-4011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests the City Council approve a Professional Services Agreement with United Civil Group Corporation for traffic impact study review services in an amount not to exceed $100,000 and authorize the Mayor or City Manager and City Clerk to execute the required documents.

DISCUSSION:

The Development Services Department is responsible for administering all applications related to land use and development in the City of Avondale. Developments generate traffic that must be analyzed to determine if mitigation measures beyond our standard details is warranted.

Over the past 2 years, Traffic Engineering Division staff reviewed Traffic Impact Analysis reports in addition to administering many other traffic related functions. As a consequence of competing priorities, staff worked excessive hours trying to meet review time frames and ensure development related projects moved through our process on schedule. In FY 2007/2008, the City Manager included a Traffic Review Engineer position in the Development Services budget which was approved by Council. Unfortunately, due to budget concerns, the position was held vacant through the balance of FY 2007/2008 and eliminated from the approved FY 2008/2009 budget.

While development activity is reduced, staff believes utilizing contract services for the review of traffic impact studies will improve our response time and allow our existing staff to focus on equally important city programs such as the Safe Route to School program, Neighborhood Traffic Mitigation Program, street light, maintenance, signing and striping and traffic signal operation and maintenance.

Staff reviewed Statements of Qualifications submitted for the FY 2008/2009 Professional Services Consultant Pre-qualified list to solicit proposals from two qualified firms, United Civil Group Corporation (UCGC) and RBF Consulting. During the selection process, the principal engineer for RBF that would perform the work required for the City resigned resulting in their removal from consideration. Staff proceeded with the review process and selected UCGC as the most qualified firm to perform the necessary transportation and traffic review services. UCGC has successfully performed similar work for the City under previous contracts.

This contract will be administered in a similar fashion as the contract for Building Plan Review. Developers will be required to pay the City for the direct cost of the service provided and the City will pay the consultant on a monthly basis. There is no direct impact to the City's budget.

BUDGETARY IMPACT:

The cost of this contract will be offset by fees received from the project developer. There is no additional cost to the City. Expenditure authority in the amount of $100,000 will be transferred from 101-5410-00-6035 to 101-5425-00-6035.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with United Civil Group Corporation for traffic impact study review services in an amount not to exceed $100,000 and authorize the Mayor or City Manager and City Clerk to execute the required documents.

ATTACHMENTS:

Click to download

- PSA with UCGC

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
UNITED CIVIL GROUP CORPORATION

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of October 20, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and United Civil Group Corporation, an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, EN 08-017 "Request for Statements of Qualifications for FY 2008/2009 Professional Consultants Selection List" (the "RFQ") seeking statements of qualifications from vendors for professional consulting services, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

B. The Consultant responded to the RFQ, a copy of which is attached as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for Traffic Impact Analysis (TIA) review services for projects submitted to the City (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 June 30, 2010.

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

3. Compensation. The City shall pay Consultant a price not to exceed $100,000.00 for the Services as set forth in Exhibit C.

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. 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.

g. 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.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors 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 any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the

form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance 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. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies 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. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing a contract number will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) 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 and a copy of the declaration page(s) of the insurance policies 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 Street, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: (602) 340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	United Civil Group Corporation 2803 North 7th Avenue, Suite 16 Phoenix, Arizona 85007 Facsimile: (602) 265-6155 Attn: Aaron M. Atkinson, P.E.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. 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 Records and Audit Rights. Consultant's and its subcontractor books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractor are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Consultant's and its subcontractor's compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement its subcontractor, facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Consultant's response to the RFQ, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. This Agreement shall be for the use of the City. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded Consultant. In order to participate in this Agreement, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Consultant must be in agreement with the cooperative transaction. Any orders placed to the successful Consultant will be placed by the specific agencies participating in this purchase. 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.

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:

_____
Carmen Martinez, City Clerk

"**Consultant**"

UNITED CIVIL GROUP CORPORATION, an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 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 ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008, by _____ as _____ of UNITED CIVIL GROUP CORPORATION, an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
UNITED CIVIL GROUP CORPORATION

[RFQ]

See following page(s).

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**EN 08-017**
Solicitation Title:	**FY 2008/2009 Professional Consultants Selection List**
Release Date:	**March 25, 2008**
Final Date for Inquires and Place to Send Inquiries	**April 4, 2008** Charles Andrews, P.E., Senior Project Manager City of Avondale Engineering Dept. 11465 West Civic Center Drive, Suite 120 Avondale, Arizona 85323 OR candrews@avondale.org
SOQs Due Date, Time and Location:	**April 16, 2008** **3:00 p.m.** (local time, Phoenix, Arizona) City of Avondale 11465 West Civic Center Drive, Suite 200 Avondale, Arizona 85323-6804
Letters to Final Listed Firms:	**June 30, 2008**
City Representatives:	**Charles Andrews candrews@avondale.org 623-333-4200** **Mary Rogers mrogers@avondale.org 623-333-2200**

The remainder of RFQ EN 08-017 is on file and available for review at:
City of Avondale
Engineering Department
11465 West Civic Center Drive
Avondale, Arizona 85323

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
UNITED CIVIL GROUP CORPORATION

[Consultant's Response of the RFQ]

See following page(s).

UCG

United Civil Group Corporation

2803 North 7th Avenue, Suite 16
Phoenix, Arizona 85007

April 16, 2008

City of Avondale
Mr. Charles Andrews
Senior Project Manager
11465 West Civil Center Drive
Avondale, Arizona 85323

Subject: **Statement of Qualifications**
FY 2008/2009 Professional Consultants Selection List

United Civil Group Corporation (UCGC) is excited about the opportunity to provide On-Call Professional Engineering services to the City of Avondale for the areas of ***Transportation Engineering***, ***Traffic Engineering***, ***Hydrology/Hydraulic Projects***, ***Plan Review Services***, ***Geotechnical and Environmental Engineering***, and ***Foundation and Structural Design***. UCGC will assist the City in making each project that we are assigned a success to both the City of Avondale and the public. This proposal demonstrates our competence and experience in providing engineering services as well as our understanding of your needs. After reviewing our proposal, we are confident you will agree UCGC is the right firm for this assignment.

- ***Committed to serving as an extension of your staff.*** We are dedicating our Corporate Officer, Mr. Michael R. Simpson, P.E. (AZ Civil: 31525) as the project principal for the duration of this project. Mike has complete authority to assure Avondale that the necessary staff will be available to successfully complete any assigned project. We also assure the City that the resulting design efforts will meet or exceed your quality and schedule expectations.
- ***Adapting to On-Call.*** UCGC has a proven track record in responding effectively to our client's needs and/or changes in priorities. UCGC truly understands the meaning of "on-call" as we currently have twelve On-Call Contracts with various local agencies and the Arizona Department of Transportation. We understand that occasionally an on-call project arises that is of significant importance to the client with an extremely accelerated schedule. Under every circumstance possible, the UCGC staff strives to adjust by shifting priorities to meet the deadline without jeopardizing our quality.
- ***Avondale's Way.*** Because UCGC has worked closely with multiple organizations, we have learned over the years that each agency does things a differently. UCGC truly believes that Avondale is our customer and we strive to produce plans and studies that are fully compatible with the City of Avondale's criteria, guidelines and, most importantly, expectations.
- ***Disadvantaged Business Enterprise.*** UCGC is certified DBE firm with the City of Phoenix and ADOT.

UCGC is familiar and capable to comply with the City's insurance requirements and contract documents.

In summary, UCGC has the ability to successfully complete any engineering project assigned by Avondale and looks forward to the opportunity. The UCGC team ensures a professional staff to the City that is committed to excellence. Our expertise and quality show in the numerous repeat clients who continually choose UCGC.

Sincerely,
United Civil Group Corporation

Michael R. Simpson, MBA, P.E.
Engineer – Chief Officer

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm United Civil Group Corporation

Address 2803 N. 7th Avenue, Suite 16

City Phoenix State Arizona Zip 85007

Contact Name: Michael R. Simpson

Title: Chief Officer

Telephone 602-265-6155 Fax 602-265-6171

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

_____ Water Distribution System

_____ Wastewater Systems

✔ Transportation Engineering

✔ Traffic Engineering

_____ Surveying

✔ Hydrology/Hydraulic Projects

✔ Plan Review Services

_____ Landscape Architects

_____ Hydrogeological Engineering

_____ GIS Programs

✔ Geotechnical and Environmental Engineering

✔ Foundations & Structural Design

_____ Electrical & SCADA Programming

_____ Construction Management

_____ Architects

_____ Improvement District Administration

845874.2

title sheet

Statement of Interest to Provide Professional Services for Capital Improvement Projects for the 2008/2009 and 2009/2010 Fiscal Years

Submitted to:
City of Avondale City Clerk

Submittal date:
April 16, 2008

Submitted by:
United Civil Group Corporation

general factors and compliance

ucgc design philosophy

UCGC Design Philosophy – We prepare all designs based on locally accepted standards and the latest established standards and criteria such as, the *ITE Trip Generation Manual* and the *Manual of Uniform Traffic Control Devices* for traffic engineering, ASTM standards for environmental and geotechnical engineering and the International Building Code and Uniform Building Code for structural engineering.

conflict resolution

UCGC recognizes that all team efforts and projects go through a process known as ***Storming, Norming, Conforming, Performing*** and ***Adjourning***. As difficult as the storming portion of a project can be, it is best to go through this portion in order for roles to be defined and issues to be resolved. Frequently, some of the best ideas can come out of the storming portion of team/project development. However, while the storming portion of development is expected and allowed, UCGC tries to minimize its length, so that the project can get to the performing phase as quickly as possible. If this process is recognized and planned into the process, it allows for smoother problem resolution.

ucgc's experience, availability, and capabilities

United Civil Group Corporation. Founded in 1997 in Phoenix, Arizona, UCGC's history is brief but distinct. UCGC was created with the idea that engineering services could be provided in a timely manner without sacrificing quality. The founders of UCGC also saw that engineering in the Valley of the Sun had been taken over by massive engineering firms that were part of multi-institutional, conglomerate corporations without full commitment to engineering or to Arizona. These large firms had purchased many of Arizona's local firms resulting in a void of small local engineering firms. As a result, UCGC was created.

Initially, UCGC focused on traffic engineering and environmental engineering. Later on, services were expanded to include geotechnical and structural engineering, as well as traffic data collection services. Finally, at the request of many of our clients, general civil, water resources, and roadway design were added to complement our existing services. UCGC's mission is to provide quality-engineering services through solid project management, extensive engineering knowledge, good communication, and our commitment to meet the project schedule and budget.

Over the last ten years, UCGC has seen our initial vision realized and expanded. Our commitment to service and quality has a proven track record through a client list that includes cities, counties, the state, other engineering firms, lending institutions and developers.

We are proud to offer this team of highly qualified Professionals to the City of Avondale. Our team members have completed numerous similar projects throughout Arizona. The following table demonstrates our capabilities in these areas:

traffic engineering services	data collection services	structural design
Signal Design	Access Studies	Military Installations
Signing and Marking Plans	Internal Circulation Studies	Schools, libraries, museums
Stop Sign Warrant Analysis	Turning Radius Evaluation	Churches
Signal Warrant Analysis	Parking Demand Studies	Industrial Facilities
Street Lighting Design	Machine Traffic Counts	Bridge Design
Traffic Impact Studies	Manual Traffic Counts	Building retro-fits
Small Area Studies	Speed Studies	**transportation engineering**
Traffic Mitigation	Roadway Inventory	Roadway Design
Neighborhood Traffic Calming	Origin and Destination Studies	Design Concept Reports
ITS Design	Pedestrian Surveys and Counts	Feasibility Studies
Temporary Traffic Control Plans	Vehicle Occupancy Counts	**hydrology/hydraulic projects**
Travel Time Studies	Queuing Studies	Drainage Studies
geotechnical services	**environmental services**	Storm Drain Design
Geotechnical Explorations	Phase I Environmental Site Assessments	Retention/Detention Basin Design
Pavement Thickness and Design	Phase II Environmental Site Assessments	Open Channel Design
Rock Slope Stability	Radon Gas Testing	Culvert Design
Percolation Testing	Soil and Groundwater Sampling	Low Water Crossing Analysis
Retaining Structures	Permitting	Flood Hazard Mitigation
Seismic Refraction Surveys	Storm Water Pollution Prevention Plans (SWPPP)	
Spread and Drilled Shaft Foundations	NEPA Environmental Assessments	
Soil Dynamics	Dry Well Registration and Investigation	
Laboratory Testing Services	Environmental Clearance	
Ground Penetrating Radar		
Foundation Design		

UCGC is a unique firm that brings an aggressive and progressive style to this on-call contract. UCGC has consistently differentiated itself from other engineering firms through our extraordinary flexibility and cooperative nature.

Our extraordinary flexibility comes from our size, capabilities and staff. We are able to quickly change directions and efforts, because we are not a large firm burdened with the bureaucracy that comes with size. UCGC does not leave the details, such as data collection and drafting to others. We staff so that we can complete nearly all aspects of every project in-house. This gives us control of schedule and quality, so that we are not at the mercy of others. Additionally, our staff is multi-disciplined with engineers that have experience in all aspects of our work. For example, with respect to traffic engineering, all of our engineers have: placed traffic counters, conducted manual counts, collected field data, located utilities, drafted, as well

as engineered projects. Our engineers learn all aspects of traffic engineering including signal design, signing, marking, studies, etc. Likewise, with respect to geotechnical engineering, our engineers have: worked in a soils laboratory conducting tests, worked in the field verifying soil compaction, worked on a drill rig logging soils, as well as engineered projects. This approach gives us an intimate knowledge of each project with some of the most-well rounded engineers in the industry.

By *cooperative nature*, we are referring to our ability to understand the needs of the client and see that there are always other stakeholders with valid concerns. UCGC never wants to be a firm that dictates the project to the client. We recognize that we must be responsive and coordinate efforts between entities such as the State DOT, Federal Highway Administration, local agencies, utility companies, civic groups and other stakeholders. Additionally, we pride ourselves in our ability to listen to our clients and ask directed questions in order to get the desired result. We strive to see our client's vision and work to help them achieve it.

All UCGC team members are fully committed to delivering this project on time and within the budget. The following matrix identifies the key staff availability:

key staff	role
Sarah Simpson, MS, P.E.	President
Michael Simpson, MBA, P.E.	Engineer – Chief Officer
Aaron Atkinson, MBA, P.E.	Traffic/Geotechnical/Environmental Engineer
John Oeltman, P.E., S.E.	Foundation/Structural Engineer
Greg Bedocs, P.E.	Roadway/Water Resources Engineer
David Riley, P.E.	Traffic/Environmental Engineer
David Kinnear, P.E.	Traffic/Environmental Engineer
Keith Winney, E.I.T.	Traffic Engineer
Tomas Rosas, E.I.T.	Traffic Engineer
Mayra Angulo	Engineering Specialist
Jason Bernal	Engineering Specialist
Eric Gardner	Engineering Specialist
Tyrice Haywood	Traffic Technician Manager
Larry Parr	Traffic Technician
Ryan Fernau	Traffic Technician
Joseph Secor	Traffic Technician
Lori Goodloe	Drafter/Graphic Design

We know that "on-call" means being flexible and qualified to perform all types of engineering assignments under varying time constraints. The following table shows our experience in providing projects similar to your needs.

project description	client
CITY OF SAFFORD TRANSPORTATION STUDY The City of Safford Transportation study was completed to inventory and analyze the existing transportation infrastructure within the City limits for the purpose of establishing a baseline by which future development could be weighted. Ultimately, the projected traffic impacts of the future development could then be assessed a reasonable and comprehensive impact fee.	City of Safford Robert Porter (928) 348-3192
ON-CALL TRAFFIC IMPACT AND MITIGATION ANALYSIS FOR THE CITY OF SCOTTSDALE. UCGC currently maintains an on-call traffic engineering contract with the City of Scottsdale. This contract is conducted under the City's new TIMA guidelines, which requires all private developments be evaluated by a City traffic consultant. UCGC is one of Scottsdale's consulting firms.	City of Scottsdale Mr. Phil Kercher (480) 312-7645
ON-CALL TRAFFIC COUNT SERVICES FOR THE CITY OF SCOTTSDALE. UCGC currently maintains an on-call traffic count contract with the City of Scottsdale. Services under this contract include approach counts, average daily traffic counts, classification and speed studies, turning movement counts and approach counts.	City of Scottsdale Walt Brodzinski (480) 312-7757
CITY OF SCOTTSDALE MCCORMICK-STILLMAN RAILROAD PARK PARKING AND ALTERNATIVE ANALYSIS STUDY. This study was completed to address pedestrian and parking issues associated with normal park usage and "event" usage. The report evaluated various parking lot alternatives and intersection improvement alternatives. The report addresses parking issues for event and non-event days, as well as neighborhood issues surrounding the park and pedestrian crossing.	City of Scottsdale Mr. Don Penfield (480) 312-2304
THE TOWN OF PAYSON STATE ROUTE 87/MAIN STREET ENHANCEMENT AND SIGNAL MODIFICATION. This report was completed by UCGC, with the intent of developing a "neighborhood feel" when motorist travel on SR 87 through the Town of Payson. UCGC also completed the design for signal modifications to the intersection of SR 87/Main Street.	Town of Payson Mr. La Ron Garrett (928) 474-5242 ext. 283
DESIGN CONCEPT STUDY FOR SR 95 FROM MULBERRY AVENUE TO SOUTH ACOMA BOULEVARD AND TWO SIGNAL DESIGNS FOR SR 95/MULBERRY AVENUE/LAKE HAVASU AVENUE AND LAKE HAVASU AVENUE/SMOKETREE AVENUE. UCGC performed a design concept study with access alternatives for the City of Lake Havasu City. Once the recommendations were approved by the City Council, UCGC completed the signal design for the recommendation of using one controller for signalizing both intersections.	City of Lake Havasu Mr. Jim Keane (928) 453-6660
WARRANT STUDIES COMPLETED FOR THE CITY OF PEORIA. In the past, UCGC has been retained by The City of Peoria to complete warrant studies. Specifically, UCGC prepared stop sign warrants for 107th Avenue/Butler Drive, 111th Avenue/Butler Drive and 107th Avenue/Williams. Additionally, a signal warrant and school crossing warrant were performed on 107th Avenue/Williams.	City of Peoria Mr. Scott Nodes (623) 773-7224
CITY OF PEORIA ANNUAL TRAFFIC COUNT AND NEIGHBORHOOD COUNT PROGRAM. UCGC has collected the City of Peoria's average daily traffic volumes and neighborhood traffic volumes over the last three years.	City of Peoria Scott Nodes, P.E. (623) 773-7224
TOWN OF FLORENCE. UCGC prepared a small area study that incorporated seven developments plus the Town's future tourist train depot. The study gave recommendations to create a safe roadway once the developments are constructed along SR 79.	Town of Florence Mr. Himanshu Patel (520) 868-7558
CITY OF TEMPE DOUBLE BUTTE CEMETERY. UCGC prepared an access study to determine alternatives to the existing entrance. Upon alternative selection, UCGC prepared driveway design plans for the cemetery.	City of Tempe Mr. Dragon Mitich (480) 350-8200

KING RANCH TRAFFIC IMPACT STUDY. UCGC prepared an extensive traffic impact study for this multi-use development proposed for an area of land south of the Gila River and west of Estrella Mountain Parkway.	Tetra Tech/ASL Mr. Paul Gilmore (602) 682-3300
CASA GRANDE –SR 287/ARIZOLA AVENUE AND A DRIVEWAY/SR 287. UCGC prepared two signal designs, signing and striping plans and temporary traffic control plans in conjunction with our traffic impact study that was completed for a Wal*Mart Supercenter.	ADOT Tucson Mr. Reza Karimvand (520) 620-5432
GEOTECHNICAL INVESTIGATION FOR THE EAST VALLEY BUS MAINTENANCE FACILITY. This project consisted of developing a geotechnical study for the facility on a former landfill in a former flood plain of the Salt River in Tempe. Debris, fill and flood scour depths were up to 26 feet below grade. UCGC developed an economical design for use of the site. The project required the recommendations for: heavily loaded columns, standard foundation loads, basement retaining walls, retention percolation testing, acres of concrete pavement and asphalt pavement. This project was completed as a subconsultant. The ultimate client was the City of Tempe and Valley Metro.	RNL Design Mr. Larry Allen (602) 212-1044
GEOTECHNICAL INVESTIGATION FOR THE WEST VALLEY BUS MAINTENANCE FACILITY. This project consisted of developing a geotechnical study for the facility on former irrigated agricultural land with both collapsible and expansive soils. UCGC developed and economical design for use of the site. The project required the recommendations for: heavily loaded columns, standard foundation loads, basement retaining walls, retention percolation testing acres of concrete pavement and asphalt pavement. This project was completed as a subconsultant. The ultimate client was the City of Phoenix and Valley Metro.	RNL Design Mr. Larry Allen (602) 212-1044
GEOTECHNICAL INVESTIGATION FOR DESERT WEST PARK. UCGC prepared a geotechnical study for expansion of Desert West Park in Phoenix. The report included recommendations for footings and pavements. Filed work included sampling for agronomy, as well as percolation testing. This project was completed as a subconsultant. The ultimate client was the City of Phoenix Parks and Recreation Department.	Project Design Consultants Mr. Audie Hennington (602) 508-0700
GEOTECHNICAL INVESTIGATION FOR A BRIDGE, HIGHWAY APPROACHES AND 1.25 MILES OF ROADWAY ON SIX SHOOTER CANYON ROAD. This project is being directed by Gila County under the supervision of ADOT funding. The sampling and testing for this project included using down hole testing, seismic refraction surveys and test pits. This information was used in the bridge foundation design, lateral stability analysis, pavement design and scour analysis.	Tetra Tech Mr. Marcellus Lisotta (602) 682-3300
CITY OF TUCSON STORM WATER DETENTION POND AT THE ROGER ROAD TREATMENT PLANT. This report was completed by UCGC, with the intent of developing a comprehensive geotechnical investigation for a new storm water detention pond at the Roger Road Treatment Plant in Tucson, Arizona	Kennedy Jenks Mr. Kim Tanner (602) 274-0886
LAKE HAVASU CITY - MULBERRY AND SR 95 PAVEMENT DESIGN AND SLOPE STABILITY. This study was completed in conjunction with a Design Concept Report completed by UCGC. This project included the signal pole foundation design, pavement design and slope stability design on Mulberry Avenue in Lake Havasu City.	City of Lake Havasu Mr. Jim Keane (928) 453-6660
TOWN OF MIAMI GEOTECHNICAL INVESTIGATION PAVEMENT REHABILITATION ON SULLIVAN STREET. This project was directed by the Town of Miami and funded through ADOT. The sampling and testing for this project included using down-hole sampling of sub-grade. This information was used in pavement design.	C.L. Williams Mr. Joe Alwin (928) 368-2248
YAVAPAI COUNTY BUILDING PAD SUITABILITY. This study was completed on a Yavapai County Flood Control retention pond. The site included highly expansive clay soils. This project included the foundation design, expansive soil recommendations, pH and resistivity testing and pavement design.	C.L. Williams Mr. Joe Alwin (928) 368-2248

ON-CALL ENVIRONMENTAL ASSESSMENTS FOR THE CITY OF GLENDALE. Under this contract, UCGC conducts Phase I and Phase II environmental site assessments for various properties that the City of Glendale is evaluating for acquisition. One of the properties evaluated by UCGC includes Manistee Town Center, which was demolished to make way for a new shopping center. Another site consisted of agricultural land that was being considered as a school site. The City was concerned about residual pesticides and UCGC conducted sampling and testing.	City of Glendale Jill Trometer (623) 930-3630
ON-CALL ENVIRONMENTAL ASSESSMENTS FOR AMERICAN TOWER. UCGC maintained an on-call environmental site assessment contract in 2000 and 2001 with American Tower. Dozens of tower sites across Arizona were evaluated. This contract came to a close due to payment difficulties on the part of American Tower.	Jones & Stokes Michelle Waltz (602) 256-6662
PHASE I ENVIRONMENTAL ASSESSMENT FOR THE CITY OF AVONDALE. This assessment was conducted for the transfer of Avondale Well #2 to the Maricopa County Irrigation District. The assessment evaluated the well along with ¼ mile of roadway along Hill Street in Avondale.	Dibble & Associates Jim Geisbush (602) 957-2838
PHASE II ENVIRONMENTAL SITE ASSESSMENT OF ULTRA CLEANERS IN SCOTTSDALE. This project was conducted based on our Phase I recommendations for a subsurface investigation of the soil beneath the dry cleaning machine at Ultra Cleaners. Our Phase II produced evidence of subsurface contamination, thus protecting our client from the liability of clean up that might have resulted from the purchase of this property. This project was completed on an expedited schedule to meet escrow requirements.	Core Management Eric Kaufman (602) 469-4462
ENVIRONMENTAL DETERMINATION FOR RIGHT-OF-WAY AT SR 287/ARIZOLA IN CASA GRANDE. UCGC conducted an Environmental Determination that included a review of threatened and endangered species, cultural resources, socioeconomic issues, physical impacts and natural environment impacts.	ADOT Tucson Mr. Reza Karimvand (520) 620-5432
SR 80 ROADWAY IMPROVEMENTS. This project consisted of widening SR 80 at two separate locations. As the prime consultant UCGC's responsibilities included: project schedule, budget, roadway design, on-site hydrologic analysis, culvert design, and preparation of a storm water pollution prevention plan.	
UNITED STATES/MEXICO BORDER INFRASTRUCTURE SYSTEM. This project design included a 14-mile fenced border barrier, a United States main border road along the barrier, and access roads to expedite the border patrol response time to the main border road. While working with Michael Baker Jr., Inc., UCGC staff managed and designed the access road development, which posed many design and grading issues due to the steep mountainous terrain. Responsibilities included: project management, roadway design, offsite hydrologic analysis, open channel analysis and design, culvert design, and low water crossing analysis.	Michael Baker Jr., Inc. Anthony Pisano (602) 279-1234
SR 260 ROADWAY IMPROVEMENTS. A high volume of semi-trucks along SR 260 resulted in a need for climbing lanes at five separate locations along the 5.8 mile long project. While working with Michael Baker Jr., Inc. UCGC staff was part of the project team that designed the proposed roadway improvements and prepared transportation design plans for the Arizona Department of Transportation.	Michael Baker Jr., Inc. Anthony Pisano (602) 279-1234
TRANSPORTATION EXPANSION PROJECT. This project was the largest design-build construction contract in the United States and a project that spawned the first design-build type contract in the country that combines major highway and transit elements. While working with Parsons Transportation Group, UCGC staff contributed to the hydrologic analysis, open channel hydraulic analysis, and onsite storm drain design.	Parsons Transportation Group Stanley Polasik

BASELINE ROAD STORM DRAIN IMPROVEMENTS. This project consisted of road widening, new median construction, and improvement to the existing storm drain system. While working with J2 Engineering, UCGC staff's responsibilities included analysis of the existing drainage system, design of a future onsite storm drain system, and preparation of both detailed construction documents and a final drainage report.	J2 Engineering and Env. Design Jeff Holzmeister 602-438-2221
CENTRAL ARIZONA PROJECT. This project consisted of two 100-acre sites located in Queen Creek, Arizona that effectively and efficiently stored water channeled from the Colorado River to raise the groundwater table in the Phoenix Metro area. While working with J2 Engineering, UCGC's staff's tasks included: preparation of construction plans, comprehensive grading, earthwork calculations, offsite and onsite hydrologic analysis, retention basis analysis, culvert analysis and design, low water crossing design, and onsite roadway design.	J2 Engineering and Env. Design Jeff Holzmeister 602-438-2221
ROOSEVELT COURT. This site civil project consisted of ten townhomes on two acres of land. UCGC's responsibilities included: prime consultant, project management, hydrologic analysis, grading, earthwork balancing, retention basin design, underground retention design, wet utility design, storm drain design, and preparation of a SWPPP.	Chan Sahota (480) 966-0987
US 70 AND 10TH AVENUE ROUNDABOUT. Private development north of US 70 at 10th Avenue in Safford, Arizona has prompted the necessity for the construction of a traffic roundabout at the intersection. As the project manager, Greg was responsible for the project schedule, budget, and client satisfaction.	J2 Engineering and Env. Design Jeff Holzmeister 602-438-2221

FIRM IDENTIFICATION INFORMATION

United Civil Group Corporation
2803 N. 7th Avenue, Suite 16
Phoenix, AZ 85007

Contact:
Michael Simpson
2803 N. 7th Avenue, Suite 16
Phoenix, AZ 85007
Tel: 602-265-6155 Fax: 602-265-6171

personnel qualifications and pertinent experience

Michael R. Simpson, P.E., M.B.A.
Project Principal
Availability: 20%

Michael Simpson (Mike) is the founding member and C.F.O. of United Civil Group, with nearly 20 years of experience in engineering. During the past fifteen years, Mike has gained knowledge and training in traffic and geotechnical engineering. Mike has been the project principal for many sizable engineering projects in these areas of expertise.

In the area of geotechnical engineering, Mike has experience conducting soils reports, pavement design, rock and soil slope stability, geophysical surveys, scour analysis, retaining wall design, and foundation design.

Project: West Valley Bus Maintenance Facility
Phoenix, Arizona
Role: Geotechnical Engineer, Project Manager
Pavement design, soil bearing pressures
Ref: Larry Allan
RNL Design
4450 North 12th Street, Suite 260
Phoenix, AZ 85014
(602) 212-1044

Project: METRO Rail, Line Section 2
Phoenix, AZ
Role: Project Management of Transportation
Engineering Design
Ref: Andrew Leong
David Evans & Associates
2141 East Highland Avenue, Suite 200
Phoenix, AZ 85016
(602) 678-5151

Greg Bedocs P.E.
Project Manager
Availability: 40%

Greg Bedocs is a project manager with United Civil Group Corporation and is a registered professional engineer in Arizona. Since graduating with a BS in Civil Engineering from Ohio University, Greg has been a project manager and/or designer for a vast array of projects in the western region of the United States. Mr. Bedocs has provided project management and supervision for pre-design concepts, construction plan and specification preparation, bid estimates, and client coordination to ensure information essential to the design services was responsive to the required standards.

In the field of *Transportation Engineering*, Greg's experience includes evaluating existing project conditions and constraints, identifying roadway safety issues, horizontal and vertical curve design, roadway widening design, preparation of construction plans, specifications, and estimates, Design Concept Report preparation, InRoads roadway modeling, Autoturn evaluations, and earthwork calculations.

With respect to *Water Resources*, Greg's responsibilities have included, but are not limited to: drainage report preparation, highway and surface street storm drain design, HEC-1 modeling, HEC-RAS modeling, low-water crossing analysis, open channel hydraulic analysis, and retention/detention basin analysis and design.

Project: United States/Mexico Border Infrastructure System
San Diego, California
Role: Project Manager; Roadway design, on-site and off-site hydrology, open channel hydraulics, culvert design
Ref: Robert Wooley
USACE Fort Worth District
819 Taylor Street
Fort Worth TX 76102
(817) 886-1436

Project: Transportation Expansion Project
Denver, CO
Role: Drainage Engineer; Hydrologic analysis, open channel hydraulic analysis, storm drain design
Ref: Stan Polasik, P.E.
Water Resources Principal
Parsons Transportation Group
4801 E Washington St
Phoenix, AZ 85034
(602) 852-9195

Aaron Atkinson, P.E., M.B.A.
Project Manager
Availability: 35%

Aaron Atkinson is a principal engineer with UCGC with over twelve years of experience in engineering. In the field of transportation planning and traffic engineering, Aaron has experience in traffic impact studies, traffic data collection, construction support, signal interconnect plans, street lighting plans, neighborhood traffic calming, stop sign signal warrants, access studies, travel/delay time studies, origin-destination studies, traffic signal designs, signing and marking plans, maintenance of traffic plans, temporary traffic control plans, and intelligent transportation system designs. The following paragraphs outline some of Aaron's recent transportation and traffic engineering projects.

Project: TIMA On-Call, Loop 101 and Pima Rd. TI
Scottsdale, AZ
Role: Transportation Planner
Ref: Phil Kercher
City of Scottsdale, Traffic Engineer
7447 East Indian School Road, Suite 205
Scottsdale, AZ 85251
(480) 312-7645

Project: Safford Transportation Plan
Role: Transportation Planner
Ref: Robert Porter
City of Safford, Public Works Director
P.O. BOX 272
Safford, AZ 85548
(928) 348-3192

Mr. John Oeltmann, P.E.
Structural Engineer
Availability: 35%

John Oeltman has been with United Civil Group Corporation since its inception. John's design experience has included industrial, commercial, institutional, church, public sector, restaurant and food service, military, and museum projects including remodel and restorative work. John has overseen several thousand projects in his 30 plus years of experience.

Project: Templeton Middle School Multipurpose Building
Role: Structural Engineer
Ref: Templeton Unified School District
Allan Kroeker
960 Old County Road
Templeton, California 93465
(805) 434-5803

Project: City of Phoenix Transit Building
Role: Structural Engineer
Ref: OWP/P
Fred Lindenmuth
829 North 1st Avenue
Phoenix, Arizona 85003
(602) 636-6914

David Riley, P.E.
Environmental Project Engineer
Availability: 35%

Mr. Riley's environmental engineering experience includes: Phase I environmental site assessments, Phase II environmental site assessments, Categorical Exclusions and Environmental Determinations. David recently finished an Environmental Clearance for UCGC's *SR-80 Roadway Widening* project in Benson.

Project: Scottsdale Road ITS, Scottsdale, AZ
Role: Environmental Engineer;
Categorical Exclusion
Ref: Raegan Ball
Arizona Department of Transportation
206 South 17th Avenue
Phoenix, AZ 85007
(602) 712-6418

Project: SR-80 Roadway Improvements
Role: Environmental Engineer;
Environmental Clearance
Ref: Mark Kartchner
Benson South, LLC
3040 Bear Canyon
Tucson, AZ 85749
(520) 749-1416

David Kinnear, P.E.
Traffic Project Engineer
Availability: 35%

In the field of Traffic Engineering, David has experience in traffic impact studies, travel/delay time studies, origin-destination studies, traffic signal designs, signal warrants, signing and pavement marking plans, maintenance of traffic plans, temporary traffic control plans and intelligent transportation system designs. Some of the projects that David has been involved with are as follows:

Project: Maricopa Station
Role: Traffic Engineer;
Pavement and Marking plans
Ref: Matt Olsen
JMI & Associates
4151 N. Marshall Way, Suite 12
Scottsdale, AZ 85251
(480) 945-1400

Project: ADOT On-Call
Role: Traffic Engineer
Traffic analysis, design, report preparation
Ref: Karim Rashid
Arizona Department of Transportation
1615 W. Jackson St
Phoenix, Arizona 85007
(602) 712-7602

MICHAEL R. SIMPSON, P.E., M.B.A.
Corporate Officer and Principal Engineer

UCG
United Civil Group

Education:
BS, Civil Engineering, Arizona State University, 1992

MS, Business Administration, Arizona State University 2004

Registrations:
Professional Engineer, Civil Arizona #31525
Professional Engineer, Civil Nevada #13584

Technical Training:
Work Zone Traffic Control Safety Certification, International Municipal Signal Association, 2003

Designing for Effective Sediment and Erosion Control, International Erosion Control Association, 2002

Pavement Design and Management Center for Professional Development, Arizona State University, 1992

Pavement Thickness Design for Highways and Streets, The Asphalt Institute, 1992

Geophysics, Arizona State University, 1995

AHERA Building Inspector Course, The Asbestos Institute, 1993; 1997-2001

OSHA 40-hour Health and Safety Course, Center for Professional Development, Arizona State University, 1993

Memberships:
American Society of Civil Engineers

Institute of Transportation Engineers

Mike Simpson is an officer and founding member of United Civil Group Corporation with nearly fifteen years of engineering experience. During these fifteen years, Mike has focused primarily on Traffic Engineering, Geotechnical Engineering, Environmental Engineering, and Structural Engineering and has been the project manager for many sizable projects in these areas. Always looking to improve his abilities, Mike recently went back to Arizona State University to earn his MBA from the W.P. Carey School of Business. With this knowledge, he hopes to improve his project management skills as well as United Civil Group's systems and customer service. Mike also directly manages United Civil Group's geotechnical, environmental, and traffic engineering divisions.

Mike has experience in *Traffic Engineering* which includes: traffic impact studies, small area studies, access studies, free management studies, signing and pavement marking plans, signal and stop sign warrant analysis, neighborhood traffic calming, travel time studies, and data collection and analysis.

In the area of *Geotechnical Engineering*, Mike has experience conducting soils reports, pavement design, rock and soil slope stability surveys, geophysical surveys, scour analysis, retaining wall design, and foundation design.

Mike's *Environmental Engineering* work includes: environmental determinations, storm water pollution prevention plans, Phase I, II, and III environmental site assessments, hazardous waste determinations, leaking underground storage tank investigations and remediation, and property condition assessments.

PROJECT EXPERIENCE

Traffic Engineering:

Signing, Pavement Marking, and Maintenance of Traffic Plans for Light Rail Line Section 2, Phoenix, Arizona – As part of the initial Starter Light Rail Line for Metropolitan Phoenix, Line Section 2 (LS2) contains approximately three miles of utility relocations, new roadway, guide-way, and track. Mike was one of several of United Civil Group's engineers who were responsible for designing and drafting the signing, marking, and maintenance of traffic plans for the length of LS2. Major coordination with additional firms was required.

Happy Valley Road/I-17 Roundabout Case Study, Phoenix, Arizona – This report documents a comparison of *before* and *after* retrofit improvements at the Happy Valley Road/I-17 traffic interchange (TI) in Phoenix, Arizona. It also compares current operation and capacity to the *Final Report 545* findings in 2003, and evaluates the effectiveness of the improvements made in 2005.

US 70 System Modeling Study, Safford, Arizona – The objective of this study was to determine how the use of roundabouts at the intersections of US 70/10th Avenue and US 70/8th Avenue will cause these intersections and the immediate surroundings to operate.

MAG Travel Time Study, Maricopa County, Arizona – Mike was the project manager for the data collection phase of the MAG Travel Time Study. He was required to coordinate runs along all major arterials and corridors within the MAG region during peak and non-peak hours.

Geotechnical Engineering:

East Valley Bus Maintenance Facility, Tempe, Arizona – This award-winning project was located on a former terrace of the Salt River and was therefore located on over twenty feet of disturbed soils. Furthermore, the site had been utilized for the dumping of construction debris and for detention of street runoff. The project required the use of percussion drilling, excavation inspection, seismic surveys and standard drilling. The project buildings had basements as well as heavily loaded columns on deep-engineered fill. The design included soil bearing pressures and pavement design.

West Valley Bus Maintenance Facility, Phoenix, Arizona – This project was located on former agricultural land. Difficult soil conditions encountered included expansive soils, collapsible soils, and soils that were saturated from years of irrigation. The project buildings had basements as well as heavily loaded columns on deep-engineered fill. The design included soil bearing pressures and pavement design.

Pavement Rehabilitation and Pavement Design, Globe, Arizona – This project was an extension of the abovementioned project and included pavement design recommendations for 1.2 miles of road.

Pavement Rehabilitation and Pavement Design on Sullivan Street, Miami, Arizona – This project required pavement designs and rehabilitation recommendations for 3,500 linear feet of roadway. The former roadway was asphalt pavement over concrete pavement.

Storm-water Detention Pond for a Wastewater Treatment Plant, Tucson, Arizona – On this site was a City of Tucson WWTP that was being retrofitted with storm-water detention ponds and pump house. The geotechnical efforts included: field investigations, subsurface preparations, soil corrosivity testing, and concrete lining recommendations.

Residential Rock Cut Slope Stability Study, 32nd Street and Lincoln, Phoenix, Arizona – At this site, a contractor's over-blasting error led to an unsafe, fractured slope face condition. Cut slope recommendations on this site saved the developer hundreds of thousands of dollars in retaining walls, while at the same time preserving the natural rock appearance of the Phoenix Mountain Reserve.

Environmental Engineering:

SR 85 Widening Between Buckeye and Gila Bend – This project involved signing and pavement marking, storm water pollution prevention plans, and traffic control plans.

Horizon Casino Storage Tank Project, Lake Tahoe, Nevada – This project included investigation and remediation of diesel fuel in the groundwater.

Ultra Cleaners, Scottsdale, Arizona – Phase II environmental site assessment

Triumph Air Repair, Phoenix, Arizona – Phase I and II environmental site assessments

CTI Plaza, Phoenix, Arizona – Phase I environmental site assessment and architectural/engineering condition assessment

Pima Road and Via Linda, Scottsdale, Arizona – Sewage spill investigation

Retail/Storage Buildings, Phoenix, Arizona – Asbestos survey

GREG BEDOCS, P.E.
Project Engineer

UCG
United Civil Group

Education:
BS, Civil Engineering, Ohio University, 2002

Registrations:
Professional Engineer, Civil Arizona #46312

Technical Training:
Scour Analysis for Small to Mid-Size Desert Washes, Arizona Floodplain Management Association (AFMA), 2004

Arizona Storm Water Management Training, Arizona Pollutant Discharge Elimination System (AZPDES), 2008

Memberships:
Urban Land Institute

Greg Bedocs is a project engineer with United Civil Group Corporation and is a registered professional engineer in Arizona. Since graduating with a BS in Civil Engineering from Ohio University, Greg has been a project manager and/or designer for a vast array of projects in the western region of the United States. He has gained an understanding and familiarity with engineering practices through his project background in civil land development, transportation engineering, and water resources.

In the field of *Transportation Engineering*, Greg has provided project management and supervision for pre-design concepts, construction plan and specification preparation, bid estimates, and client coordination to ensure information essential to the design services was responsive to the required standards. In addition to project management, Greg's transportation experience includes evaluating existing project conditions and constraints, identifying roadway safety issues, horizontal and vertical curve design, roadway widening design, and preparation of construction plans, specifications, and estimates, Design Concept Report preparation, InRoads roadway modeling, Autoturn evaluations, and earthwork calculations.

With respect to *Water Resources*, Greg has provided project management and supervision for pre-design concepts, construction plan and specification preparation, bid estimates, and client coordination to ensure information essential to the design services conformed to the required standards. In addition to project management, Greg's responsibilities have included, but are not limited to: drainage report preparation, storm water pollution prevention plans, HEC-1 modeling, HEC-RAS modeling, low-water crossing analysis, highway and surface street storm drain design, open channel hydraulic analysis, and retention/detention basin analysis and design.

PROJECT EXPERIENCE

Site Development:

Tucson Spectrum Phase II, Tucson, Arizona – The second phase of design consisted of a 71-acre site which, when completed and combined with phase I, became a 122-acre site with over a million square feet of building space. Tucson Spectrum is the largest open-air shopping center in Southern Arizona. Greg's responsibilities included: comprehensive grading of the 71-acre site, offsite and onsite hydrologic analysis, drainage report preparation, culvert design, onsite utility design, preparation of a storm water pollution prevention plan, and quality assurance and control of the construction plan documents.

Central Arizona Project, Queen Creek, Arizona – The CAP is a 336-mile long system of aqueducts, tunnels, pumping plants and pipelines; it is the largest single resource of renewable water supplied in the state of Arizona. Greg prepared civil construction plans for two 100-acre sites located in Queen Creek, Arizona that effectively and efficiently stored water channeled from the Colorado River to raise the groundwater table in the Phoenix Metro area. Tasks included: preparation of construction plans, comprehensive grading, earthwork calculations, offsite and onsite hydrologic analysis, retention basis analysis, culvert analysis and design, low water crossing design, and onsite roadway design.

Phoenix Self Storage, Phoenix, Arizona – This site civil project consisted of nine commercial buildings on five-acres of land. Responsibilities included: hydrologic analysis, grading, earthwork balancing, retention basin design, wet utility design, storm drain design, and preparation of a SWPPP.

Roosevelt Court, Tempe, Arizona – This site civil project consisted of ten townhomes on two acres of land. Responsibilities included: hydrologic analysis, grading, earthwork balancing, retention basin design, underground retention design, wet utility design, storm drain design, and preparation of a SWPPP.

Roadway and Drainage:

United States/Mexico Border Infrastructure System, San Diego, California – This project design included a 14-mile fenced border barrier, a United States main border road along the barrier, and access roads to expedite the border patrol response time to the main border road. Greg managed and designed the access road development, which posed many design and grading issues due to the steep mountainous terrain. Greg's responsibilities included: project management, roadway design, offsite hydrologic analysis, open channel analysis and design, culvert design, and low water crossing analysis.

SR 80 Roadway Improvements, Benson, Arizona – This project consisted of widening SR 80 at two separate locations. As project manager Greg's responsibilities included: the project schedule, budget, roadway design, onsite hydrologic analysis, culvert design, and preparing a storm water pollution prevention plan.

Roadway:

SR 260 Cherry Creek Roadway Improvements, Camp Verde, Arizona – A high volume of semi-trucks along SR 260 resulted in a need for climbing lanes at five separate locations along the 5.8 mile long project. Greg was part of the project team that designed the proposed roadway improvements and prepared transportation design plans for the Arizona Department of Transportation.

SR 303, Phoenix, Arizona – This project extended the SR 303 corridor to Interstate 17. Greg was part of the team that designed the TI connecting SR 303 with I-17 at Lone Mountain Road. Greg's responsibilities included setting initial horizontal alignment, vertical curve design, and roadway modeling.

Drainage:

Transportation Expansion Project (TREX), Denver, Colorado – Greg contributed to the hydrologic analysis, open channel hydraulic analysis, and onsite storm drain design. At the time, TREX was the largest design-build construction contract in the United States and a project that spawned the first design-build type contract in the country that combines major highway and transit elements. The project encompassed light rail, highway, bike, and pedestrian options.

Baseline Road, Consolidated Canal to Greenfield Road, Gilbert, Arizona – This project consisted of road widening, new median construction, and improvement to the existing storm drain system. Greg's responsibilities for the project included analysis of the existing drainage system, design of a future onsite storm drain system, and preparation of both detailed construction documents and a final drainage report.

Environmental:

Water and Wastewater Infrastructure Expansion, Fountain Hills, Arizona – This project consisted of expanding the Town's water system to new developing areas and replacing existing home's septic tanks with a town-wide, intricate wastewater system.

Apache Junction Wastewater Master Plan, Apache Junction, Arizona – This project consisted of analyzing the city's existing wastewater facilities, providing guidance for an orderly expansion of the entire wastewater service system, and identifying the need for system improvements.

AARON M. ATKINSON, P.E., M.B.A.

Principal Engineer

UCG
United Civil Group

Education:
BS, Civil Engineering, Arizona State University, 2001

MS, Business Administration, Arizona State University 2007

Registrations:
Professional Engineer, Civil Arizona #41360

Technical Training:
Work Zone Traffic Control Safety Certification, International Municipal Signal Association, 2003

Arizona Department of Transportation Designing and Implementing Roundabouts

Volume, Classification, and Speed Data Collection Algorithms, TimeMark, Inc. 2003

How to Select, Install, and Inspect Construction Site Erosion and Sediment Control BMPs for NPDES Storm Water Compliance, International Erosion Control Association, 2002

Designing for Effective Sediment and Erosion Control, International Erosion Control Association, 2002

Transportation and Handling of Hazardous Materials, Troxler Electronic Laboratories, Inc., 1997

Memberships:
American Society of Civil Engineers

Arizona Society of Civil Engineers

Institute of Transportation Engineers

Phoenix Branch Younger Members Forum

Phoenix Active Members Group

Public Service:
City of Phoenix Citizens Transit Commissioner

City of Phoenix Maryvale Village Planning Committee Member

Aaron Atkinson is a principal engineer at United Civil Group Corporation with over twelve years of experience in the field.

Aaron's experience in *Traffic Engineering* includes: traffic impact studies, traffic data collection, construction support, signal interconnect plans, street lighting plans, neighborhood traffic calming, stop sign and signal warrant analyses, access studies, travel/delay time studies, origin-destination studies, traffic signal designs, signing and pavement marking plans, maintenance of traffic plans, temporary traffic control plans, and intelligent transportation system designs.

In the area of *Geotechnical Engineering*, Aaron has experience conducting soils reports, pavement designs, rock and soil slope stability surveys, geophysical surveys, scour analyses, retaining wall designs, construction inspection and testing, and foundation designs.

Aaron's *Environmental Engineering* work includes: environmental determinations, storm water pollution prevention plans, Phase I, II, and III environmental site assessments, hazardous waste determinations, leaking underground storage tank investigations and remediation, and property condition assessments.

Aaron also has performed extensive on-site and off-site *Construction Inspection and Testing*. His experience in this area includes: shallow and deep foundation inspections, structural inspections, masonry inspections, bolt inspections, weld inspections, concrete testing, masonry testing, grout testing, mortar testing, post-tension inspection, compaction testing, and fireproofing sampling and testing.

PROJECT EXPERIENCE

Traffic Engineering:

Master Circulation Study and Traffic Impact Analysis of Phase IA and Phase I for Belmont, Maricopa County, Arizona – Belmont is comprised of approximately 38 square miles west of the Hassayampa River in Maricopa County. This traffic study was prepared for the purpose of updating the study entitled: *Master Circulation Study and Traffic Impact Analysis*. More specifically, this study was an analysis of the first phase of Belmont and identified thresholds by which the phasing and construction of transportation improvements should be completed.

City of Safford Transportation Study, Safford, Arizona – The City of Safford Transportation study was completed to inventory and analyze the existing transportation infrastructure within the City limits for the purpose of establishing a baseline by which future development could be weighted. Ultimately, the projected traffic impacts of the future development could then be assessed a reasonable and comprehensive impact fee.

Circulation System Assessment, Peoria, Arizona – Based on anticipated growth, a Circulation System Assessment (CSA) was completed to identify the existing conditions of the signalized intersections within the City of Peoria. This analysis provided a "baseline" by which "near-term" developments traffic impacts can be measured. The CSA Traffix model is a database containing the most recent statistics and information on the City's traffic conditions and circulation system, which are necessary to conduct transportation impact analysis studies. The CSA document will be used as the main source of data on transportation impact studies. This report documents the results of the model for both the existing and near-term scenarios.

West Street Corridor Study, Flagstaff, Arizona – The purpose of the West Street Corridor project was to improve traffic flow and safety for all modes of transportation in the West Street and Arrowhead Avenue areas. West Street is a collector road that connects Route 66 to Cedar Avenue in Flagstaff, Arizona. Within the study area included high pedestrian areas as a result of one high school and several elementary schools being located within the study area. Ultimately, driveway re-locations, curb, gutter and sidewalks, turn lanes, and intersection control recommendations were made and designed.

Pima/Princess & SR101 Freeway Interchange Study, Scottsdale, Arizona – For this study, Aaron reviewed current traffic volumes, collected new traffic volumes, created traffic model of interchange, reviewed existing reports, analyzed operation of the interchange, provided cost benefit analysis, and provided recommendations.

Nevada Department of Transportation Freeway Management System, Las Vegas, Nevada – An FMS design was created for US 95 from the I-515/95 Interchange to Durango Drive in Las Vegas. The plans were completed in conjunction with the widening of US 95 and involved coordination amongst multiple engineering teams. The project also featured mainline detection, ramp metering, closed circuit television, monitoring, variable message signs, traffic interchange signals, and communication systems that must be compatible to a future traffic operations center.

Geotechnical Engineering:

Bridge Foundation Design and Pavement Design, Six Shooter Ranch Road, Globe, Arizona – This project consisted of designing a bridge foundation, evaluating a creek bed for scour, and preparing pavement design recommendations for the bridge approaches. Fieldwork for this site included a variety of field investigation techniques including: test pits, seismic surveys, and soil borings.

Storm-water Detention Pond for a Wastewater Treatment Plant, Tucson, Arizona – On this site was a City of Tucson WWTP that was being retrofitted with storm-water detention ponds and pump house. The geotechnical efforts included: field investigations, subsurface preparations, soil corrosivity testing, and concrete lining recommendations.

Mulberry and SR 95 Pavement Design and Slope Stability, Lake Havasu, Arizona – This project included pavement design, foundations design, retaining wall design, soil corrosivity testing, and slope stability analysis.

JOHN D. OELTMAN, P.E., S.E.
Structural Engineer

UCG
United Civil Group

Education:
BS, Architectural Engineering, California State Polytechnic University, 1969

Registrations:
Professional Engineer, Structural
Arizona #10042

Professional Engineer, Civil
Arizona #10005

Professional Engineer, Structural
California #2543

Professional Engineer, Civil
California #25488

Professional Engineer, Structural
Nevada #5893

Professional Engineer, Structural
Hawaii #6846

Publications:
Architectural Lighting Magazine, January, 1987

Design Excellence, Southern California Edison, 1991

Cited in *Instiuto Di Scienza Della Constuctioni*, International Meeting on Earthquake Protection of Buildings, Anacona, Italy, 1991

Memberships:
American Society of Civil Engineers

Structural Engineering Association of Arizona

Structural Engineering Association of Southern California

John Oeltman has been with United Civil Group Corporation since its inception. John's design experience has included industrial, commercial, institutional, church, public sector, restaurant and food service, military, and museum projects including remodel and restorative work. John has overseen several thousand projects in his 30 plus years of experience.

PROJECT EXPERIENCE

School, Churches, Libraries, Museums, and Community Buildings:

Bullhead City High School, Bullhead City, Arizona

Vineyard Elementary School, Templeton, California

Ray D. Prueter Library, Port Hueneme, California

Arroyo Grande High School Addition, California

Port Hueneme Library, Hueneme, California

Santa Barbara Museum of Art (6-story post tension, gunite, steel, masonry construction), Santa Barbara, California

Sea Center Museum (pier construction), California

Port Hueneme Community Center, Port Hueneme, California

Grover Beach Police Department, California

Camarillo City Hall, Camarillo, California

Police Department Improvements, San Luis Obispo, California

Homeless Shelter, San Luis Obispo, California

Solvang Courthouse, Solvang, California

Casinos and Hotels:

Imperial Palace Hotel Tower #5 Addition, Las Vegas, Nevada

Circus-Circus Pedestrian Bridge, Las Vegas, Nevada

Rivera Hotel Tower, Las Vegas, Nevada

Beverly Park Hotel, West Los Angeles, California

Marina Hotel Tower, Marina Del Rey, California

Northbank Greens, Ventura, California

Franciscan Oaks Townhouses, Santa Barbara, California

La Mirage Resort Hotel, Pismo Beach, California

JOHN D. OELTMAN, P.E., S.E.
Structural Engineer

UCG
United Civil Group

Industrial Buildings:

Lark Industrial, Lancaster, California

Coors Distributing Center, Santa Barbara, California

Frito Lay Warehouse, Ventura, California

KTMS Station, Santa Barbara, California

AT&T Emergency Generator, San Luis Obispo, California

Military Installations:

SIMCO Tank, Vandenberg AFB, California

Hypervelocity S.D.I. Research Facility, Santa Barbara, California

Titan IV Missile Assembly Towers, Vandenberg AFB, California

Titan IV Storage Facility, Vandenberg AFB, California

Radar Substation, Point Mugu Naval Base, California

Custom Homes:

Line Residence, Los Alamos, California

Nansay Corporate Residence, Pasadena, California

Redman Ranch, Buellton, California

Braun Residence, Montecito, California

Stangland Residence, Santa Ynez, California

Ulmer Residence, Maui, Hawaii

Henney Residence, Maui, Hawaii

Sea Meadows Lots 7, 8, 20, and 33, Montecito, California

Commercial Buildings:

Mayo Clinic, Ventura, California

Valley Medical Building, Santa Ynez, California

Swift Airlines Terminal, San Luis Obispo, California

Santa Maria Town Center, Santa Maria, California

Club Parking Structure (Post Tension) Santa Ynez, California

Hacienda Bank, Santa Maria, California

DAVID R. RILEY, P.E.
Project Engineer

UCG
United Civil Group

Education:
BS, Civil Engineering, Arizona State University, 2003

Registrations:
Professional Engineer, Civil Arizona #46547

Technical Training:
Work Zone Traffic Control Safety Certification, International Municipal Signal Association, 2003

Traffic Signal Inspection Certification, International Municipal Signal Association, 2003

Traffix, Modeling Software Training

Arizona Department of Transportation Designing and Implementing Roundabouts

Structural Design Training with Wind and Seismic Applications, University of Wisconsin, 2006

Arizona Storm Water Management Training, Arizona Pollutant Discharge Elimination System (AZPDES), 2008

Memberships:
American Society of Civil Engineers

Institute of Transportation Engineers

David Riley is a project engineer with United Civil Group Corporation with over five years of experience in civil engineering. David spent several of these years focusing on Traffic Engineering but is also well-versed in Environmental Engineering and Structural Engineering.

David's experience in *Traffic Engineering* includes: traffic impact studies, access studies, signing and pavement marking plans, signal design, signal and stop sign warrant analysis, intelligent transportation studies, traffic control plans, neighborhood traffic calming, travel time studies, and data collection and analysis.

In the area of *Structural Engineering*, David has experience in structural design, analysis, and inspection, as well as construction surveying, and geotechnical engineering.

David's *Environmental Engineering* work includes: Phase I, II, and III environmental site assessments, environmental determinations, and property condition assessments.

PROJECT EXPERIENCE

Traffic Engineering:

SR 64, Coconino, Arizona – David studied and designed the addition of passing lanes south of the Grand Canyon

SR 347, Maricopa, Arizona – David was responsible for several signal designs at various intersections along SR 347 (Honeycutt Avenue, Maricopa Fiesta, Edison Road, Bowlin Road, Maricopa-Casa Grande Highway, and Cobblestone).

Arizola Median Design, Casa Grande, Arizona – Signing and striping plans for Wal-Mart median

Maricopa Grove Self Storage – Signing, striping, and traffic control designs

Chuck Greenburg Subdivision, Safford, Arizona – This study was a traffic impact analysis performed on a subdivision of 135 single-family homes and 88 townhomes located on 41 acres.

Villago, Casa Grande, Arizona – David conducted a traffic impact analysis of a 100 acre mixed use development located on Pinal Avenue and McCartney Road in Casa Grande.

McCartney Ranch Development, Casa Grande, Arizona – This was a traffic impact analysis of a Phase I with 708 single-family homes and Phase II with commercial developments, a K-6 school, and multi-family homes all located within 36 acres.

Structural Engineering:

City of Phoenix Transit Building, Phoenix, Arizona – David conducted a structural assessment for new loading conditions of the roof of a 9-story building.

Sky Harbor Facilities Building, Phoenix, Arizona – Structural assessment for a roof which was to hold two 5-ton HVAC units.

Phoenix College Remodel, Phoenix, Arizona – Structural evaluation of roof to contain modified HVAC equipment.

Watkins Homeless Shelter, Phoenix, Arizona – Structural evaluation for a remodel which included a roof replacement.

Environmental Engineering:

Environmental Package, Safford, Arizona – Approval was needed for intersection improvements on US 70. This included: environmental determination, a biological review, a cultural resource survey, and a preliminary initial site assessment oversight.

Environmental Package, Scottsdale, Arizona – Approval was needed for a new fiber optic system along 10 miles of Scottsdale Road. This included: categorical exclusion, a preliminary initial site assessment, a biological review, and a cultural resource survey oversight.

Environmental Clearance, Benson, Arizona – Environmental clearance was required for improvements on an 85-acre residential and commercial development for ADOT approval.

Environmental Clearance, Maricopa, Arizona – Environmental clearance was needed by ADOT for a new traffic signal.

Golden Corral Environmental Clearance, Casa Grande, Arizona – Environmental clearance needed for a Golden Corral restaurant situated on 6 acres of land for ADOT approval.

ESA, Glendale, Arizona – Phase I Environmental Site Assessment for agricultural land south of Glendale Arena

ESA, Glendale, Arizona – Phase I Environmental Site Assessment for 60,000 square feet of vacant land

Countryside Retail Stores, Tempe, Arizona – Phase II Environmental Site Assessment with drycleaner soil investigation

DAVID B. KINNEAR, P.E.
Project Engineer

UCG
United Civil Group

Education:
BS, Civil Engineering, Arizona State University, 2001

Registrations:
Professional Engineer, Civil Arizona #45640

Technical Training:
Work Zone Traffic Control Safety Certification, International Municipal Signal Association, 2006

Signs and Markings I Certification, International Municipal Signal Association, 2006

Arizona Department of Transportation Designing and Implementing Roundabouts

Arizona Storm Water Management Training, Arizona Pollutant Discharge Elimination System (AZPDES), 2008

Memberships:
Arizona Section Institute of Transportation Engineers

Institute of Transportation Engineers

Associate Member of the International Municipal Signal Association (IMSA), Arizona Section

David Kinnear is a project engineer at United Civil Group Corporation with over six years of experience in the field of civil engineering. During the past six years, Dave has gained knowledge and training in Traffic Engineering and Data Collection. Dave has been a project manager for many sizable engineering projects in his specified fields.

Dave's experience in *Traffic Engineering* includes: traffic impact studies, access studies, signing and pavement marking plans, signal design, signal and stop sign warrant analyses, maintenance of traffic plans, traffic control plans, intelligent transportation system designs, neighborhood traffic calming, travel/delay time studies, and origin-destination studies.

Along with his engineering duties, Dave also heads up United Civil Group's *Data Collection* department. He oversees the in-house traffic technicians and coordinates each data collection assignment that comes through the company.

PROJECT EXPERIENCE

Traffic Engineering:

Valley Metro Light Rail – Line Section 2, Phoenix, Arizona – Dave was one of United Civil Group's engineers who were responsible for the signing and marking plans for Line Section 2 (Central Avenue from Camelback Road to McDowell Road).

SR 238 and SR 347, Maricopa, Arizona – Dave was responsible for signing and pavement marking plans for various locations along SR 238 and SR 347.

US 93, Mohave County, Arizona – Signing and pavement marking plans on 13 miles along US 93 for a Pavement Preservation project

Bitter Springs and Utah State Line, Coconino County, Arizona – Signing and marking plans for 7.2 miles along SR 89A for a Pavement Preservation project

SR 89A – Coyote Springs, Prescott Valley, Arizona – Dave designed the signing and marking plans for 6.5 miles along SR 89A for a Pavement Preservation project along with a new roadway alignment for a section of road.

SR287 and Arizola Road, Casa Grande, Arizona – Traffic signal design

Arizona Avenue and Willis Road, Chandler, Arizona – Traffic signal design

US 70 and 3rd Avenue, Thatcher, Arizona – Traffic signal design

87th Avenue and Tumblewood Drive, Peoria, Arizona – School crosswalk warrant

Red River Ranch, Pinal County, Arizona – Dave conducted a traffic impact analysis for the Red River development—a site containing 2,178 acres of sing-family homes, 206 acres of 8-pack homes, 520 acres of adult active homes, 263 acres of commercial development, 44 acres of school sites, 40 acres of parks, 42 acres of recreation centers, 101 acres of multi-family homes, and 308 acres of open space. The purpose of the study was to address issues caused by SR 347.

Villago Village, Casa Grande, Arizona – This report documents a traffic impact analysis performed for the proposed Villago Village shopping center and residential development located on the southwest corner of Pinal Avenue and McCartney Road. Phase I Villago Village consists of 400 single-family homes, a day care center, a drug store, a tire store, a drive-thru bank, a high-turnover restaurant, a mini-warehouse and two specialty retail centers and Phase II consists of 600 single-family homes and a commercial pad.

US 60 and Ranch 160 Boulevard, Pinal County, Arizona - The objectives of this traffic impact analysis were to determine the traffic impacts of the residential development on US 60 and Ranch 160 Boulevard, and to recommend any needed improvements to maintain efficient and safe traffic operations throughout the study area for the proposed Ranch 160 Residential Development.

Data Collection:

MAG Regional Annual Traffic Volume Study 2006, Maricopa, Arizona – Traffic counts were collected at 775 locations within Maricopa County.

City of Peoria Annual Counts – Speed and volume counts were collected at assigned areas within the City of Peoria.

City of Peoria Neighborhood Counts – Speed and volume counts were collected at assigned areas within the City of Peoria.

City of Avondale Annual Counts – Speed and volume counts were collected at assigned areas within the City of Avondale.

City of Avondale Neighborhood Counts – Speed and volume counts were collected at assigned areas within the City of Avondale.

City of Goodyear Annual Counts – Speed and volume counts were collected at assigned areas within the City of Goodyear.

Avondale Sign Inventory, Avondale, Arizona - Utilizing a hand-held GPS unit, every sign/signpost in the City of Avondale was collected and made accessible on an interactive GPS map.

VI. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

United Civil Group Corporation
FIRM SUBMITTING SOQ

86-0907924
FEDERAL TAX ID NUMBER

Michael R. Simpson, Chief Officer
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

2803 N. 7th Avenue, Suite 16
ADDRESS

602-265-6155 602-265-6171
TELEPHONE FAX #

Phoenix Arizona 85007
CITY STATE ZIP

4.16.08
DATE

WEB SITE: www.unitedcivilgroup.com

EMAIL ADDRESS: msimpson@unitedcivilgroup.com

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- ✔ Disadvantaged Business Enterprise (DBE)
- ✔ Women-Owned Business Enterprise (WBE)
- ____ Minority Business Enterprise (MBE)
- ____ Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes

If yes, please provide details and documentation of the certification.

Certified Woman-Owned Business by the City of Phoenix

Certified Disadvantaged Business Enterprise by the City of Phoenix, the City of Tucson, and the Arizona Department of Transportation

City of Phoenix

EQUAL OPPORTUNITY DEPARTMENT
WOMAN-OWNED BUSINESS ENTERPRISE CERTIFICATION

This is to certify that

UNITED CIVIL GROUP CORP

Has met the criteria for certification as a Woman-Owned Business Enterprise
Under Chapter 18, Article VIII of the Phoenix City Code in the following line(s) of business:

Environmental, geotechnical, structural & transportation engineering

Certification Eligibility: December 17, 2005 – December 17, 2008

Carole Coles Henry

Carole Coles Henry, Director

CITY OF TUCSON

ADOT

City of Phoenix

Arizona Unified Certification Program

This is to certify that

under Title 49, Part 26 of the Code of Federal Regulations, and
under the State of Arizona Unified Certification Program (AZUCP)

UNITED CIVIL GROUP CORP

is a certified **Disadvantaged Business Enterprise (DBE)**
in the following specialty/specialties:

Environmental, geotechnical, structural & transportation engineering

Certification Eligibility: ***December 17, 2005 – December 17, 2008***
This certification is valid through the above date provided this firm meets the on-going programmatic standards and fulfills the annual update requirement to remain in good standing as a DBE.

Carole Coles Henry

Carole Coles Henry, Director
City of Phoenix Equal Opportunity Department

Date Dec 16, 2005

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
UNITED CIVIL GROUP CORPORATION

[Scope of Work]

See following page(s).

UCG

United Civil Group Corporation

2803 North 7th Avenue, Suite 16
Phoenix, Arizona 85007
Tel 602.265.6155
Fax 602.265.6171

September 11, 2008

Ms. Andrea K. Page, P.E.
Engineering Plan Review Manager
City of Avondale
11465 West Civic Center Drive, Suite 110
Avondale, AZ 85323-6804
623.333.4035 (direct)
623.333.0400 (fax)

Via Email: apage@avondale.org

Subject: Proposal for Traffic Impact Analysis Review(s)

Dear Ms. Page:

United Civil Group Corporation (UCGC) is pleased to provide you with this proposal for on-call traffic engineering review services. UCGC will review the applicant's Traffic Impact Analysis (TIA) for individual projects within the City of Avondale in order to confirm their conformance with the requirements established by the *City's Traffic Impact Analysis Procedures*, *General Engineering Requirements Manual* and *Supplement to MAG Specifications and Details* as well as all locally accepted standards and industry practices.

SCOPE OF SERVICES

At a minimum, a review of the Traffic Impact Analysis will include a review of the following components:

- Data collection
- Trip generation
- Trip distribution and assignment
- Sight distance
- Deceleration lane(s) requirements and storage
- Signal warrant analysis, and
- Traffic analysis.

Documents that will be used in the review of the Traffic Impact Analysis include the following:

- Traffic Impact Analysis Procedures – July 2008 or most recent version and/or update(s)
- Avondale Transportation Plan – October 2006 or most recent version and/or update(s)
- General Engineering Requirements Manual – April 2008 or most recent version an/or update(s)
- City of Avondale's Supplement to MAG Uniform Standard Specifications and Details for Public Works Construction – April 2008 or most recent version and/or updates

Task 1: UCGC will meet with the Engineering Plan Review Division and/or the Traffic Engineer to review and obtain an agreement on procedural assumptions. The City will provide any recent traffic count data in the vicinity of the site and any previous studies that might be helpful in each review process. If needed, a site reconnaissance will be conducted by UCGC. The need for a site reconnaissance will be discussed with the City based on the size and location of the development.

Task 2: UCGC will confirm the trip generation estimates for each site, including total, weekday, morning peak hour and evening peak hour trips. Confirmation of the trip generation estimates are to be based on information provided in the 7th Edition of the Trip Generation Manual. Additionally, interaction and pass-by trips are to be reviewed to ensure that the percentage estimates are reasonable based on local knowledge and previous studies.

Task 3: UCGC will review the projected traffic volumes for each site development. Weekday, morning and evening peak hour trips from each site are to be reviewed and confirmed. This shall include a review and confirmation of the growth rate(s).

Task 4: UCGC will review the morning and evening peak hour capacity analysis at each site access and at the studied intersection according to the methodologies presumed in the Highway Capacity Manual 2000. Queuing analysis, arterial analysis, turn lane warrants, and signal warrants are also to be reviewed at the various intersection(s)/site driveway(s).

Task 5: UCGC will review the on-site circulation for factors such as: safety, circulation patterns, neighborhood impacts, pedestrian and bicycle circulation, etc. This shall include a review of the driveway and site plan design and confirmation that are in conformance with City Standards.

Task 6: UCGC will review all off-site circulation such as transit requirements, turn lanes, deceleration lanes, tapers, etc. for conformance with City Standards and industry practice.

Task 7: For locations where schools are proposed, site specific reviews will include safe walking routes to school, crossing locations, traffic control and calming, on-site pick-up/drop off areas, bus circulation, and conformance to the ADOT *Traffic Safety for School Areas Manual.*

Task 8: UCGC will attend all meetings, upon request by the City.

Task 9: UCGC will document the comments/results in a table that is to be sent to the Engineering Plan Review Manager and/or Traffic Engineer at the City of Avondale. UCGC shall use the established template for the comments.

Review Timelines: **UCGC will conduct each review within two (2) weeks.**

Billing: All work will be billed on a time and materials basis to an upset limit of $100,000. A maximum of 8 hours is to be spent on each review. If the review of the analysis takes longer than 8 hours it should be returned to the City with the comment that the report information is insufficient for comment and must be revised and resubmitted. The City will provide this comment to the applicant.

UCGC will bill the reviews at a rate of **$110.00/hour**.

Again, United Civil Group appreciates your consideration of our company for this project. Please feel free to contact our office if you have any questions.

Respectfully Submitted,
United Civil Group Corporation

Aaron M. Atkinson, P.E.
Project Manager

CITY COUNCIL REPORT

SUBJECT:
Resolution 2782-1108 - IGA- Tolleson Union High School District - SRD Program

MEETING DATE:
November 3, 2008

TO: Mayor and Council

FROM: Kevin Kotsur, Chief of Police (623)333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will condier a resolution authorizing an Intergovernmental Agreement between the Tolleson Union High School District and the City of Avondale to share the cost of providing a School Resource Detective (SRD) during the 2008-2009 school year at Westview High School and La Joya High School.

BACKGROUND:

In recent years the population increase in Avondale has revealed school safety issues that have been best addressed through placing a school resource detective in the high schools located in Avondale. In 1994 the City of Avondale began to actively pursue alternative funding for the SRD program. Eventually, the School Districts and the City of Avondale made State and Federal grant requests to fund the SRD's.

In October 2004 the concept of splitting the costs of an SRD with the respective Avondale School District was presented to the Avondale City Council and approved, in concept, in order to fund all future SRD's when grant funding is no longer available. This concept has also been approved by the Tolleson Union High School District.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 01, 2008 through June 30, 2009 for Westview High School and La Joya High School and it provides for direction, supervision and management of the assigned SRD. The SRD program continues the partnership between the police department and Westview High School and La Joya High School. SRD's are assigned to the classroom where they teach a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRD provides a positive police role model for the students as well as serving as security advisers to school administrators. The police department enjoys the benefit of having an SRD assigned to the school who can field most calls for service that would normally be handled by a patrol officer. Further, the SRD conducts follow up on criminal investigations involving the students attending the schools, which provides relief to Detectives who would otherwise handle these follow up investigations.

BUDGETARY IMPACT:

The Tolleson Union High School District has committed financially to fund half of the assigned SRD's salary, benefits,and school related overtime during the school year at Westview High School and La Joya High School. The cost sharing between the City of Avondale and the Tolleson Union High School District is as follows:

Westview High Shool

- Total yearly salary and ERE for the assigned SRD at Westview High School $81,190
- Assuming a ten month school year, the cost to Westview High School would be $33,829
- The City's cost would be $47,361 for Westview High School as the City of Avondale will pay the 1/2 cost plus an entire two month salary and ERE when school is out of session.

La Joya High School

- Total yearly salary and ERE for the assigned SRD at LaJoya High school $88,610
- The City's cost would be $51,689 for La Joya High School as the City of Avondale will pay the 1/2 cost plus an entire two month salary and ERE when school is out of session.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement with the Tolleson Union High School District to share the cost of providing a School Resource Detective during the school year at an annual cost to the City of $47,361 at Westview High School and $51,689 at La Joya High School for a total cost of $99,050.

ATTACHMENTS:

Click to download

- Resolution 2782-1108

RESOLUTION NO. 2782-1108

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO PROVISION OF SCHOOL RESOURCE DETECTIVE SERVICES FOR WESTVIEW HIGH SCHOOL AND LA JOYA COMMUNITY HIGH SCHOOL.

WHEREAS, the Tolleson Union High School District No. 214 (the "District") is dedicated to providing a safe environment for its students; and

WHEREAS, the City of Avondale (the "City") desires to support the District in its student safety efforts and to provide a positive police presence at Westview High School and La Joya Community High School; and

WHEREAS, the City and the District wish to set forth the rights and obligations of each party with respect to School Resource Detectives to be assigned to Westview High School and La Joya Community High School.

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

SECTION 1. That the Intergovernmental Agreement between the City and the District with respect to School Resource Detectives at Westview High School and La Joya Community High School (the "Agreement") is hereby approved in the form attached hereto as Exhibit A.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, November 3, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2782-1108

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE DETECTIVE SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of November 3, 2008 between the City of Avondale, an Arizona municipal corporation (the "City") and the Tolleson Union High School District No. 214, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its Safe Schools Grant (the "Grant") to fund school resource detective services ("SRD Services") for Westview High School and La Joya Community High School.

B. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police detectives to serve as school resource detectives ("SRDs") to provide SRD Services at Westview High School and La Joya Community High School.

C. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 15-342 and ARIZ. REV. STAT. § 11-952.

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

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 parties hereby agree as follows:

SECTION I - OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

a. The City shall provide SRD Services to the District at Westview High School and La Joya Community High School on an hourly basis, as required by the Dean of Students, but not to exceed 40 hours per week.

b. The City shall ensure that designated SRDs attend annual training provided by the Arizona Department of Education.

c. The Avondale Police Detectives performing SRD Services shall fulfill their duties as sworn law enforcement detectives for the State of Arizona. The SRDs must be present and accessible on the school campus to which they are assigned by the Grant. Absent an emergency, the SRD shall not be called away from their designated school. If the SRD is called away on police business (including mandatory training, meetings, or emergency), the District shall not be invoiced for that time.

d. The City shall ensure that each SRD complete 180 hours of Law Related Education (LRE), which shall consist of 80 hours of classroom instruction to ongoing cohort groups of students, and at least 100 hours of universal instruction.

e. The SRDs will assist the Dean of Students with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRDs shall also provide a monthly recap of law related education ("LRE") (as more fully described in Exhibit A hereto), law enforcement activity and time on campus to the Dean of Students.

f. When school is not in session, including all breaks, the City shall have full discretion to assign the Avondale Police Detectives responsibilities; provided, however, that the City shall be responsible for 100% of the SRDs' costs when so assigned.

g. In accordance with ARIZ. REV. STAT. § 15-512 as amended by House Bill 2694, City shall furnish District with a full set of fingerprints of any City Officer assigned to provide SRD Services. Fingerprints submitted shall be used to conduct a state and national criminal records check pursuant to ARIZ. REV. STAT. § 41-1750 and public law 92-544. Fingerprints and state and criminal records checks shall be conducted pursuant to City's expense.

h. The roles and responsibilities of the City and the District with respect to the SRD Services shall be as set forth in the School Safety Program Guidance Manual, attached hereto as Exhibit A and incorporated herein by reference, and as set forth by the Avondale Police Department SRD Program, attached hereto as Exhibit B and incorporated herein by reference. In the event of a conflict between Exhibit A and Exhibit B, the provisions of Exhibit A shall control.

1.2 Accounting and Documentation. The Avondale Police Detectives' salaries and employer-paid benefits rate shall be used to calculate the amount due from the District for SRD Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II - OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

a. The District shall pay 100% of the costs associated with SRD Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten month period covering the school year; the City shall pay 100% of the SRDs' costs

during the two month summer break and any other school breaks during which the City assigns the SRDs to City-related duties. The SRDs' time spent at Westview High School and La Joya Community High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRD overtime worked on school related investigations. SRDs must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school related overtime. Overtime pay for extra-curricular activities will not be paid by School Safety Grant funds. Overtime hours performed for extra-curricular activities will be paid from the appropriate budget funding source. The District will not pay for any SRD Services for a week-long school breaks in October, December, January and March, nor for any personal vacations taken by a SRD during any time that school is in session.

b. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

c. The District shall provide office space that provides privacy for the Avondale Police Detectives to conduct confidential business. The office shall include the necessary equipment for the Detectives to effectively perform their duties, including telephone, desk, chair and filing cabinet.

2.2 Office Space. The District shall provide office space that provides privacy for the SRDs to conduct confidential business. The office(s) provided shall include the necessary equipment for the SRDs to effectively perform their duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRD Related Expenses. The School Safety Grant shall provide $50 towards the travel/mileage expenses incurred by any of City's officers providing SRD Services as the result of his or her participation in any mandatory trainings provided by ADE. The District shall provide $100 for supplies and expenses for each officer as may be incurred throughout the school year.

2.4 Non-Interference by District. No District, Westview High School, or La Joya Community High School administrator shall interfere with the Avondale Police Detectives' sworn law enforcement duties.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Term; Recording. The term of this Agreement shall be for one year from July 1, 2008 until June 30, 2009, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below. The City shall be responsible for filing this Agreement with the County Recorder.

3.2 Personnel. The City represents that it has sworn Avondale Police Detectives to perform the SRD Services required in Section I of this Agreement.

3.3 Independent Contractor. The City 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 District, except as provided in Section 3.12 infra. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. District and City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRD Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the Safe Schools Grant fund become unavailable for any reason.

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

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

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

If to the District: Tolleson Union High School District
9801 West Van Buren Street
Tolleson, Arizona 85353
Attn: Cheryl Burt
Facsimile: (623) 478-4197

With a copy to: Udall, Shumway & Lyons, P.L.C.
30 West First Street
Mesa, Arizona 85203
Attn: Jessica S. Sanchez, Esq.
Facsimile: (480) 833-9392

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission or e-mail during the normal business hours of the recipient, with proof of delivery. 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.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or

modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.10 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 Worker's Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Marie Lopez Rogers, Mayor

Date:_____

ATTEST:

_____
Carmen Martinez, City Clerk

"District"

TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214, an Arizona school district

By:_____
Kino V. Flores, Superintendent

Date:_____

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Jessica S. Sanchez, Attorney for the District

_____
Andrew J. McGuire, Attorney for City

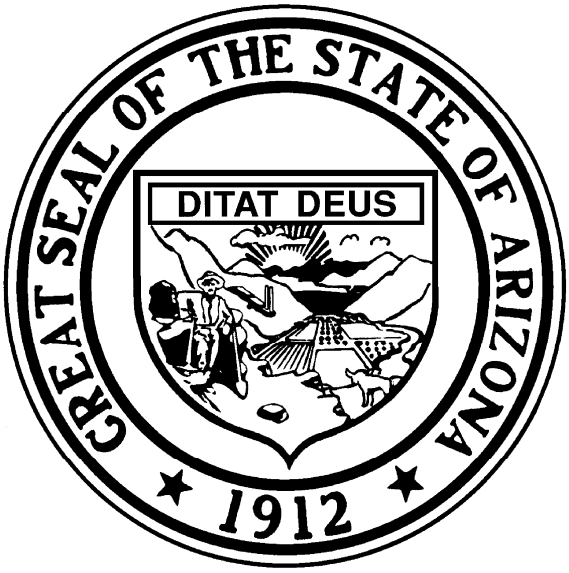
EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE DETECTIVE SERVICES

[School Safety Program Guidance Manual]

See following pages.

SCHOOL SAFETY PROGRAM
GUIDANCE MANUAL

Revised March 2008



Arizona Department of Education
Tom Horne
Superintendent of Public Instruction

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INTRODUCTION

The School Safety Program was established by ARS 15-154 in 1994 for the purpose of placing School Resource Officers (SRO) and Juvenile Probation Officers (JPO) on school grounds to contribute to safe school environments that are conducive to teaching and learning. Through comprehensive prevention and intervention approaches, School Safety Program funded officers maintain a visible presence on campus; deter delinquent and violent behaviors; serve as an available resource to the school community; and provide students and staff with Law-Related Education instruction and training. Officers develop positive interactive relationships with the students, the staff, and the community that they serve. This proactive, prevention-based program is cultivated through collaborative working partnerships between officers, school administration, teachers, and police and juvenile probation departments.

The Arizona Department of Education is pleased to provide the *School Safety Program Guidance Manual.* The manual is intended for use by all those involved in the program. It was developed through the efforts of the Working Group, a subcommittee of the School Safety Oversight Committee. Members represented rural and urban stakeholders in the program: site administrators, school resource officers, juvenile probation officers, law-enforcement agencies, juvenile probation departments, the School Safety Oversight Committee, the Arizona Department of Education, and the Arizona Foundation for Legal Services and Education. The Working Group mission:

Through applied experience and expertise, the School Safety Program Working Group will identify and recommend policies and procedures to foster positive working relationships and safer school environments.

The *School Safety Program Guidance Manual* is intended to provide information on the intent of the grant, the responsibilities of all parties, requirements for grant compliance, assistance with administrative issues, and the elements of an effective School Safety Program.

For clarification on issues, or to provide feedback on the content, contact the School Safety Program Administrator at (602) 542-8728. The guidance manual is a living document that will go through change as needed to meet the needs of the program. The Working Group will continue to meet to revise the manual as needed; therefore comments from those using the manual are appreciated.

The School Safety Oversight Committee wishes to express its appreciation for the time and effort of those who serve on the Working Group.

SCHOOL SAFETY PROGRAM
GOALS AND OBJECTIVES

Goal 1 The School Safety Program contributes to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning.

Objective 1: Staff feels that the school is safe, and administration supports and monitors the consistency of actions/strategies/policies that will improve or maintain that feeling of safety.

Objective 2: Students feel that the school is safe. They feel free from the threat of physical harm and verbal abuse. They feel they have an adult to go to with their safety concerns, and they feel their concerns are taken seriously and addressed.

Objective 3: Staff and students have a positive view of the SRO/JPO.

Goal 2 To teach Law-Related Education that promotes a safe, orderly environment, and good citizenship.

Objective 1: The School Safety Oversight Committee ensures the continuous review and provision of instructional materials that promote a safe, orderly environment, and good citizenship.

Objective 2: Officers conduct 180 hours of Law-Related Education instruction per year.

Objective 3: Officers annually attend an Oversight Committee approved Law-Related Education academy/class to enhance their classroom skills and knowledge of appropriate LRE lessons.

SCHOOL SAFETY PROGRAM OVERVIEW

This page consists of fundamental points and expectations that need to be understood by all parties involved in the School Safety Program. This overview is not all-inclusive; therefore, the entire manual should be reviewed. Disputes between schools and agencies often arise because the intent of the grant is either not understood or not followed. Non-compliance can result in loss of funding.

- Applications are submitted on-line through the grants management section of the Arizona Department of Education web site. The application due date, established in A.R.S. 15-154, is April 15th each year. Late applications are not accepted.

- A Service Agreement between the school and the police or juvenile probation department must be developed.

- The school administrator must establish a multidisciplinary School Safety Assessment and Prevention Team, comprised of the principal, officer, and school prevention/behavior specialist, and meets quarterly to conduct school needs assessment and develop prevention programming.

- The officer must be present and accessible on the school campus that they are assigned to *by the grant*. The grant pays the salary of a 10, 11, or 12 month, full-time position, at 40 hours per week. Absent an emergency, the SRO/JPO shall not be called away from their designated school. If the officer is called away for police or juvenile probation business (not including mandatory training, meetings, or crisis), the district shall not be invoiced for that time.

- The officer must be willing to teach, have positive interactions with students, and serve as an active member of the school community.

- Each officer must complete 180 hours of (LRE) instruction per year. The development and implementation of LRE must be based on a needs assessment. The 180 hour LRE instruction requirement must include:

    - At least 80 hours of LRE classroom instruction to ongoing cohort groups of students
        - Three to five classrooms, six sessions per classroom within one quarter to the same group of students
    - At least 100 hours of universal LRE instruction
        - 60 hours or more of universal LRE classroom instruction
        - Up to 20 hours for LRE planning and preparation
        - Up to 20 hours for LRE instruction to school staff and school community

- A teacher must be present in the classroom, at all times, while the officer implements LRE classroom instruction. LRE best practices suggest that the teacher and the officer co-present.

- The officer is required to attend annual training provided for by the Arizona Department of Education

- The school principal and agency supervisor must attend the School Safety Program administrator training on an annual basis. This requirement applies specifically to the principal when a principal is new to the grant or new to a school with the grant. After

attending the training once, the principal may send a designee to the training in subsequent years provided the designee is integrally involved with the grant.

- The district administrator must attend a School Safety Program Administrator Training

- The officer must keep a weekly activity log that tracks LRE instruction hours, teacher and subject, the topic of each LRE lesson, and the time the officer is off their assigned campus during their duty hours, regardless of the reason. Refer to requirements on page 19.

- The agency supervisor and school administrator must support, oversee, and review the officer activity log to ensure fulfillment of grant requirements.

- The school administrator must complete an officer performance assessment twice a year. The assessment must be shared with the officer's supervisor. Refer to sample form on page 30.

- The agency supervisor and school administrator are responsible for ensuring the officer is able to meet all grant requirements.

- The agency supervisor and school administrator shall meet formally at least once per semester.

- The school administrator, not the officer, is responsible for school discipline.

- Additional activities shall not overwhelm the officer, jeopardize their ability to meet the minimum requirements of this grant (e.g. excessive law enforcement/probation activity), or go against the intent of this program (e.g. disciplinarian, detention monitor, lunch duty, fill-in for teacher)

- This grant does not provide funding for overtime.

EDUCATION STAFF
ROLE IN THE SCHOOL SAFETY PROGRAM

The district administrator, site principal and teachers' support of the School Safety Program is vital to the program's success.

Education staff performs the following duties:

District Level

- Supports and communicates the School Safety Program philosophy to all site staff.
- Identifies those sites that would benefit and support the School Safety Program.
- Understands the School Safety Program requirements.
- Attends at least one School Safety Program Administrator Training – this should be the district administrator with the most direct oversight of the School Safety Program.
- Provides for an annual evaluation of the School Safety Program by staff, students, and parents.
- Develops and keeps open communication with local law enforcement.

School Level

- Supports and communicates the School Safety Program philosophy to all staff, students and parents on their campus.
- Meets with the officer before the first day of duty to review the Service Agreement, school operational procedures and specifics of the program on campus.
- Introduces the officer to staff and students and integrates officer into the school community.
- The school administrator must establish a multidisciplinary School Safety Assessment and Prevention Team, comprised of the principal, officer, and school prevention/behavior specialist, and meets quarterly to conduct school needs assessment and develop prevention programming.
- Utilizes needs assessment data to design clear and appropriate strategies and activities to support a successful School Safety Program to include:
    - Use of law enforcement or juvenile probation expertise and resources, including *strategic placement* of officer, for intervention and prevention of potential crime.
    - Use of LRE instruction to students, staff, and the school community. Refer to page 15.
- Facilitates collaboration and communication between officer and other school personnel on school-wide safety strategies such as staff trainings, emergency

response planning, needs assessment, Safe and Drug Free Schools (Title IV) programming.

- Provides time at regular staff meetings and trainings for the officer to deliver LRE instruction relevant to school-wide prevention safety related updates.

- Promotes the integration of law-related education into the classrooms and directs staff development of teachers and officer involved in the delivery of LRE.

- Ensures a teacher is present in the classroom at all times during LRE instruction.

- Develops and monitors implementation of the School Safety Program Operational Plan and meets with the officer on a regular schedule.

- Completes an officer performance assessment once per semester and shares the information with the officer's supervisor - including discussion of successes and concerns.

- Ensures a successful partnership with law enforcement or juvenile probation partners through ongoing proactive and positive communication.

- Meets with the officer's supervisor at least once per semester

- Monitors the officer's activity logs to ensure progress is made toward achieving program requirements.

- Attends the School Safety Program administrator training on an annual basis. This requirement applies specifically to the principal when a principal is new to the grant or new to a school with the grant. After attending the training once, the principal may send a designee to the training in subsequent years provided the designee is integrally involved with the grant.

- Develops a collaborative relationship with the officer while allowing the officer to function independently. The officer serves as a resource to the students and staff.

- Understands and agrees will all program guidelines.

- Participates in the selection process of their officer.

- Provides for the annual evaluation of the School Safety Program by staff, students and parents.

Teacher

- Supports and communicates information about the School Safety Program in their classrooms to students and parents.

- Understands and agrees to the program guidelines.

- Teams with the officer in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

- Cooperates in the annual evaluation of the School Safety Program by students and parents.

Officers may only serve the site(s) specified on the award letter. The officer should only assist at a school that is not on the program if a crisis occurs. Spreading the officer among schools weakens the program, as the officer does not have the time to build the relationship with the students needed for an effective program. An officer providing services at a school not authorized by the School Safety Oversight Committee may result in a loss of the grant.

SUPERVISOR OF SCHOOL RESOURCE OFFICER OR JUVENILE PROBATION OFFICER ROLE IN THE SCHOOL SAFETY PROGRAM

The supervisor's support of the School Safety Program is vital to the success of the program.

The supervisor performs the following duties:

- Communicates to staff, and carries out the philosophy and goal of the School Safety Program.
- Attends the School Safety Program Administrator Training, annually.
- Provides written information on the philosophy and operation of the School Safety Program to appropriate supervisory/management personnel.
- Ensures the SRO/JPO officer is able to meet all grant requirements.
- Conducts on-going visits to sites under their supervision.
- Attempts to observe established, successful School Safety Programs outside their supervision.
- Plays a key role in the development, review, and revision of the Service Agreement.
- Ensures the officer keeps an activity log that tracks LRE instruction hours, teacher and subject, the topic of each LRE lesson, and the time the officer is off their assigned campus during their duty hours, regardless of the reason. Refer to instructions on page 19.
- Amends or supplements evaluation forms to include performance criteria specific to the school officer's role.
- Accepts officer assessment forms completed by the school administrator and meets to discuss successes and concerns.
- Motivates officer and provides positive reinforcement.
- Recognizes the importance and value of the School Safety Program position.
- Meets with the school administrator at least once per semester.

It may be necessary to request the assistance of the SRO/JPO e.g. a community situation/problem, traffic accident. When the officer is off campus, on business that does not pertain to the school, those hours should be prorated and not paid for by the school. The invoice from the department should reflect only hours the officer actually was involved in school business.

LEGISLATIVE OVERSIGHT COMMITTEE
ROLE IN THE SCHOOL SAFETY PROGRAM

ARS 15-153 establishes the School Safety Program Legislative Oversight Committee. The Committee performs the following duties:

- Reviews applications for participation in the School Safety Program.
- Awards funds based on grant criteria.
- Determines the amount of the grants based on the application and budget restrictions.
- Modifies, if necessary, the number of sites a school resource officer or probation officer may serve based on the size and needs of the school.
- Withdraws a grant from a school if the school is not in compliance with the grant and corrective action is not followed.
- Reviews the program evaluation and implements changes to improve the program.
- Approves the policies and procedures for the implementation of the grant.
- Forms subcommittees as needed.
- Reports annually to the President of the Senate, the Speaker of the House of Representatives, the Governor, and the Joint Legislative Audit Committee.

DEPARTMENT OF EDUCATION
ROLE IN THE SCHOOL SAFETY PROGRAM

ARS 15-154 directs the Arizona Department of Education (ADE) to manage the School Safety Grant. ADE conducts the following duties:

- Provides the application to each district and charter holder.
- Prepares the applications for review by the Oversight Committee to determine awards.
- Announces awards to districts and charters.
- Distributes the grant payments to the awardees.
- Conducts site visits.
- Monitors sites for compliance with the grant.
- Logs completion reports, due September 30th , for the previous program year.
- Collects money not spent by grantees at the end of the program year.
- Withholds payment to grantees that have not returned money due.
- Provides technical assistance.
- Conducts a program evaluation as specified by ARS 15-153.
- Monitors the training contract.
- Facilitates the working group subcommittee and other subcommittees as assigned by the School Safety Oversight Committee
- Accepts complaints and acts as a liaison with the grantees and law enforcement/probation department to resolve problems.

ARIZONA FOUNDATION FOR
LEGAL SERVICES AND EDUCATION
ROLE IN THE SCHOOL SAFETY PROGRAM

The Arizona Foundation for Legal Services and Education (AZFLSE), under contract with the Arizona Department of Education, conducts the statewide Law-Related Education (LRE) Academy. The Academy offers School Safety Officers quality LRE training and teaching materials.

To accomplish these objectives, the Foundation:

- Utilizes nationally recognized law-related education experts as faculty for the Academy.
- Develops a tracking system to track Academy hours of each school safety officer.
- Integrates the use of technology into training classes.
- Creates a School Safety Listserv to disseminate information and encourage networking opportunities.
- Enhances its lending library by adding additional teaching resources, and improve the lending system to make it more user friendly and accessible to officers.
- Secures education credits for officers who attend and complete the Academy.
- Provides Certificates of Completion for Academies.
- Provides ongoing consultation and technical assistance with regard to implementing and teaching law-related education, within budget limitations.
- Visits schools to observe law-related education teaching and provide feedback, within budget limitations.
- Provides quantitative and qualitative data to Arizona Department of Education.
- Provides financial mid-year and year-end reporting to Arizona Department of Education.
- Conducts periodic surveys of school safety officers to determine changing LRE needs and level of customer satisfaction.
- Serves as a participating and contributing member of the School Safety Working Group to improve the School Safety Program.

SCHOOL RESOURCE OFFICER (SRO)
ROLE IN THE SCHOOL SAFETY PROGRAM

The SRO's support of the School Safety Program is vital to the success of the program. SROs are expected to spend most of their time on campus; approximately 80 percent of time should be on site.

The SRO has three basic roles:

1. LAW ENFORCEMENT OFFICER/PUBLIC SAFETY SPECIALIST

The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. Once order is restored, however, the SRO's other roles as law-related educator and role model are the more typical day to day roles.

- Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law. If possible the SRO should be backup to an arrest rather than the principal officer.

- As partners in school safety, SROs and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.

- Serves as a member of the School Safety Assessment and Prevention Team

- Utilizes expertise and agency resources for intervention and prevention of potential crime.

- Collaborates and communicates with school personnel on school-wide safety strategies (e.g. staff trainings, emergency response planning, needs assessment, Safe and Drug Free Schools (Title IV) programming.

- Builds relationships with students, parents and staff that promote a positive image of law enforcement.

2. LAW-RELATED EDUCATOR*****

- Provides a minimum of 180 hours of Law-Related Education (LRE) per year that must include:
  - At least 80 hours of LRE classroom instruction to ongoing cohort groups of students
    - Three to five classrooms, six sessions per classroom within one quarter to the same group of students
  - At least 100 hours of universal LRE instruction
    - 60 hours or more of universal LRE classroom instruction
    - Up to 20 hours for LRE planning and preparation
    - Up to 20 hours for LRE instruction to school staff and school community

  LRE does NOT include one-on-one or group counseling.

- Collaborates with classroom teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE classroom instruction.

- Attends a new officer training sponsored by the Arizona Department of Education.

- Attends an annual advanced LRE workshop upon completion of the new officer training.

- Follows the best practices of LRE. Refer to page 27.

- Keeps a weekly activity log that tracks LRE instruction hours, teacher and subject, the topic of each LRE lesson, and the time the officer is off their assigned campus during their duty hours, regardless of the reason.

**** SROs funded through this grant are Law - Related Educators, thus may not implement the DARE or GREAT program.***

3. POSITIVE ROLE MODEL

As a positive role model for students and the school community, the SRO should:

- Set limits by being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.

- Set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.

- Be honest by providing accurate information.

- Be consistent with students, staff, and parents; in applying rules and regulations.

- Encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plan to make desired changes.

- Show respect by treating students with respect and expressing high expectations for them.

- Always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

Exceptions may occur on the Native American reservations.
"Positive Role Model" adapted from *The Successful School Resource Officer Program* by Anne J. Atkinson, Ph.D.

JUVENILE PROBATION OFFICER
ROLE IN THE SCHOOL SAFETY PROGRAM

The juvenile probation officer's support of the School Safety Program is vital to the program's success. JPO are expected to spend most of their time on campus; approximately 90 percent of time should be on site.

The Juvenile Probation Officer (JPO) has three basic roles:

1. COURT OFFICER
   The JPO is, first of all, a sworn court appointed officer and when necessary must act in that function.

   - Provides the court with school information that can be instrumental in the determination if a juvenile is to be detained or returned to the community.
   - Networks with other agencies that may or do serve the school community in an effort to meet the needs of the students and school.
   - Maintains a working knowledge of services available within the court system and community to meet the needs of the students and school.
   - Supports and contributes to the Juvenile Probation Department, school, and community.
   - Serves as a member of the School Safety Assessment and Prevention Team.
   - Utilizes expertise and agency resources for intervention and prevention of potential crime.
   - Collaborates and communicates with school personnel on school-wide safety strategies (e.g. staff trainings, emergency response planning, needs assessment, Safe and Drug Free Schools (Title IV) programming.
   - Builds a relationship with students, parents and staff that promote a positive image of the juvenile court system. The JPO should not carry a caseload. If it becomes necessary to take on a caseload, it is recommended that the least number of cases be assigned as possible. Only cases at the officer's site(s) can be assigned. A full caseload should never be carried.

2. LAW-RELATED EDUCATOR

- Provides a minimum of 180 hours of Law-Related Education (LRE) per year that must include:
  - At least 80 hours of LRE classroom instruction to ongoing cohort groups of students
    - Three to five classrooms, six sessions per classroom within one quarter to the same group of students
  - At least 100 hours of universal LRE instruction
    - 60 hours or more of universal LRE classroom instruction
    - Up to 20 hours for LRE planning and preparation
    - Up to 20 hours for LRE instruction to school staff and school community

  LRE does NOT include one-on-one or group counseling.

- Collaborates with classroom teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE classroom instruction.

- Attends a new officer training sponsored by the Arizona Department of Education.

- Attends an annual advanced LRE workshop upon completion of the new officer training.

- Follows the best practices of LRE. Refer to page 27.

- Keeps a weekly activity log that tracks LRE instruction hours, teacher and subject, the topic of each LRE lesson, and the time the officer is off their assigned campus during their duty hours, regardless of the reason.

3. POSITIVE ROLE MODEL

As a positive role model for students and the school community, the JPO should:

- Set limits by being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.

- Set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.

- Be honest by providing accurate information.

- Be consistent with students, staff, and parents; in applying rules and regulations.

- Encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plan to make desired changes.

- Show respect by treating students with respect and expressing high expectations for them.

- Always strive to be a positive role model because students learn from every observation of or interaction with the JPO.

Exceptions may occur on the Native American reservations.
"Positive Role Model" adapted from *The Successful School Resource Officer Program* by Anne J. Atkinson, Ph.D.

RECOMMENDED QUALIFICATIONS/JOB DESCRIPTION
SCHOOL RESOURCE OFFICER

SROs are expected to spend most of their time on campus; approximately 80 percent of time should be on site.

Recommended Qualifications

- Desire to work with students, educators, and parents
- Willingness to teach law-related education
- Supportive of prevention strategies
- Satisfactory employment history with supporting documentation
- Demonstrated effectiveness in working with youth
- Oral and written communication skills
- Ability to effectively interact and communicate with diverse sets of individuals
- Supportive of the philosophy of the School Safety Program
- Willingness to serve on the School Safety Assessment and Prevention Team
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students
- Member of a law enforcement agency *
- AZPOST certified general instructor*

* May be different on Native American reservations, contact the Arizona Department of Education, School Safety Grant manager for additional information.

Recommended Job Description

- Establish liaison with school administrators, staff, students, and parents
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom
- Network with community agencies that may or do provide services to the school
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer
- Provide information when requested to students, parents, and staff in law-related situations
- 10, 11 or 12 month, full-time, 40 hour a week job assignment as specified by school's grant application
- Minimum 2 year assignment at the same school. Exceptions may be considered, but not recommended.
- Maintain tracking system of statistical information required by supervisor and school administration

RECOMMENDED QUALIFICATIONS/JOB DESCRIPTION
JUVENILE PROBATION OFFICER

Juvenile probation officers assigned to a school on a School Safety Grant shall not carry a full caseload. Officers shall handle only those intake cases that are directly related to the School Safety Program and/or student volunteers. JPO are expected to spend most of their time on campus; approximately 90 percent of time should be on site. If it is necessary to carry cases due to staffing problems, it is strongly recommended that only a minimum number be assigned.

Recommended Qualifications

- Desire to work with students, educators, and parents
- Willingness to teach law-related education
- Satisfactory employment history with supporting documentation
- Demonstrated effectiveness in working with youth
- Ability to act as a liaison with the school in the area of prevention and intervention of juvenile delinquency
- Supportive of the philosophy of the School Safety Program
- Willingness to serve on the School Safety Assessment and Prevention Team
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students
- Ability to effectively interact and communicate with diverse sets of individuals
- Possess the knowledge of court process and communicate information to students, parents, and staff as requested
- Employee of a juvenile probation department

Recommended Job Description

- Serve as a liaison between the school and supervising probation officer (JPO), providing information to the JPO as requested
- Keeps a record of student contacts for personal and supervising JPO use only
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom
- Provide assistance to the school administration identifying at-risk students for intervention/prevention services as needed
- Collaborate with school administrators to make decisions and bring about actions that effect the safety of individuals and the school environment
- Network with community agencies that may or do provide services to the school
- Meets with students to resolve conflicts
- Refer students to outside agencies that could provide services as needed
- Implement and maintain tracking system of statistical information required by supervisor and school administration
- Monitor compliance and non-compliance of students involved with the juvenile court system
- Participate in the Parent-Teacher Association or Organization as requested
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate
- 10, 11 or 12 month, full-time, 40 hour a week job assignment as specified by school's grant
- Minimum 2 year assignment at the same school. Exceptions may be considered, but not recommended.

SCHOOL SAFETY ASSESSMENT AND PREVENTION TEAM

The formation and implementation of a School Safety Assessment and Prevention Team is a requirement of the School Safety Program. The purpose of this team is to conduct a safety **needs assessment**, to use the needs assessment in determining the use of the officer consistent with program requirements, and to coordinate efforts of this program with other safety and drug/violence prevention programs and activities at the school to achieve greater effectiveness. A team may be formed specifically to meet this requirement, or an existing appropriate team may be utilized.

A needs assessment is the collection and analysis of relevant and valid data to determine areas of need related to safety. The following data should be considered by the team:

- School safety and disciplinary data, including incidents collected on the Safe and Drug-Free Schools Report. This information is most useful when assessed by location on campus, at off campus school events, or on the way to and from school and by time of day.
- Student data reflecting behavior or perceptions of safety at school, from surveys such as the Arizona Youth Survey or the Youth Risk Behavior Survey, or a sound survey with valid data developed by the school or district
- Staff data reflecting perceptions of school climate
- Crime data for the community

The team membership must consist of:

- School principal or assistant principal
- School Safety Program officer
- School prevention coordinator or school mental/behavioral health expert, if a position exists
- Other members as needed

Other members recommended for inclusion on the team are:

- District prevention coordinator (coordinator of the Safe and Drug-Free Schools Program)
- District transportation representative
- Teacher representative
- Parent representative

The team must meet a minimum of quarterly; monthly meetings are recommended.

LAW - RELATED EDUCATION INSTRUCTION

Each officer must complete at least 180 hours of (LRE) instruction per year. The development and implementation of LRE must be **based on a needs assessment**. The 180 hour LRE instruction requirement must include:

- At least 80 hours of LRE classroom instruction to ongoing cohort groups of students
  - Three to five classrooms, six sessions per classroom within one quarter to the same group of students
- At least 100 hours of universal LRE instruction
  - 60 hours or more of universal LRE classroom instruction
  - Up to 20 hours for LRE planning and preparation
  - Up to 20 hours for LRE instruction to school staff and school community

Cohort LRE: is the delivery of LRE classroom instruction on a pre-identified 'target problem' to a pre-identified 'target population' over a period of time. Cohort LRE must be comprised of six hours of instruction (6 lessons) to the same group of students within one quarter. Delivery of comprehensive LRE classroom instruction to an ongoing cohort group of students can increase students' negative perception of delinquent behavior and improve their problem solving, decision making, and communication skills.

Universal LRE: is the delivery of LRE instruction to the general school community to build awareness and knowledge of a particular subject. Officers may utilize up to 20 hours of this requirement for planning and preparing LRE lesson plans for either group. In addition, up to 20 hours may be used to deliver LRE instruction to school staff and the school community (e.g. parents, PTA/PTO) on a particular subject that is relevant to the schools violence and delinquency prevention needs.

Classroom instruction: The LRE classroom instruction component should be completed during the school day's regular scheduled instruction periods. However, the building administrator has the discretion to approve the use of time spent before or after school on structured law-related instructional activities.

SCHOOL SAFETY PROGRAM OPERATIONAL PLAN
INSTRUCTIONS AND EXAMPLES

Use this template to develop the School Safety Program Operational Plan. Each site is required to develop a School Safety Program Operational Plan that will illustrate each site's program design in a succinct and logical manner. Delineate specific activities or milestones, who is responsible, and projected timelines. The Operational Plan must be revised as needed throughout the year and be used by school administration to monitor program implementation.

SAMPLE

District ____Arizona School District_____ School _____Arizona High School_____

School Administrator Name_____John Smith _____ Officer Name_____Jane Doe_____

Project Tasks/**Milestones**	Responsible personnel	**2008**								**2009**								
		School Year 2008-2009													**Completed**		
		May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Yes	No	Partial/Comments
Provide school orientation meeting to new SRO	Assistant Principal															X		
Introduce officer to school staff during summer planning meeting	Principal															X		
Convene School Safety Assessment and Prevention Team	Principal															X		
LRE classroom instruction to first cohort group of students	Officer															X		

OFFICER TRAINING

New Officer Training

All officers new to the School Safety Program are required to attend a 40 hour (1 week) workshop which covers community oriented policing, the role of school based officers, and an introduction to Law Related Education (LRE). This workshop, sponsored by the Arizona Department of Education (ADE), meets the School Safety Program LRE training requirement.

School Safety Program Law-Related Education Training

The Arizona Foundation for Legal Services and Education (AZFLSE) is the contracted training agency for law-related education (LRE). Training in LRE is essential to successfully achieve the LRE teaching requirement. Academies are approved for credit by the Arizona Peace Officers Standards and Training Board (AZPOST) and the Arizona Judicial Council (COJET).

Officers are required to attend an LRE Academy training provided by the AZFLSE, annually. LRE Academy courses address grade level specific topics and programs identified by officers as critical to meeting the learning needs of diverse student populations. Courses are relevant to the needs of schools with topics updated on an annual basis. The School Safety Program provides each officer with travel funds to cover travel expenses for one training per year. Officers receive a curriculum and resource package at each training.

Additional School Safety Program Training

The ADE provides continuous School Safety related training and professional development opportunities to program participants. Updates will be provided through correspondence from ADE to grant recipients and program partners.

WHEN SCHOOL IS NOT IN SESSION:
SUMMER BREAK AND INTERSESSION

The School Safety Grant is awarded for a typical 10 month school year. The site administrator, officer, and police/probation department have the option of extending services for 12 months - when school is not in session. This may include intersession and summer break. Applications should reflect a 10 month salary unless the 11 or 12 month salary is specifically referenced and supported on the application. To maintain the integrity of the program, teachers and students are present on campus during intersession or summer break.

Terms of an 11 or 12 month position shall be established on the application as well as the Service Agreement.

Possible Activities

- Plan school security improvements
- Prepare law-related education lessons
- Develop collaborations with community resources, identifying services offered that could benefit students
- Conduct school safety assessments
- Work with the school safety team to review and update the school safety plan, and conduct school wide exercises to test the plan
- Plan in-service training
- Collaborate with school administration to analyze criminal incident reports and disciplinary records to identify patterns and develop strategies to address problems
- Work with community-based and youth recreational and leadership development activities that complement and reinforce the School Safety Program
- Attend training opportunities

WEEKLY ACTIVITY LOG

Officers must complete a weekly activity log that tracks LRE instruction hours, teacher and subject, the topic of each LRE lesson, and the time the officer is off their assigned campus during their duty hours, regardless of the reason.

The following information **is required** for grant compliance:

- Total hours of Universal LRE classroom instruction
- Total hours of Cohort LRE classroom instruction
- Teacher name and subject of each class where an LRE lesson is taught
- Time spent per LRE lesson
- Total hours for planning and preparation
- Total hours for staff and school community training
- Total time spent off campus*

Officers may develop their own log that tracks required items or may use ADE's recommended activity log, which can be downloaded from http://www.ade.az.gov/sa/health/schoolsafety/. The activity log shall be shared with the site administrator and supervisor and must be available upon ADE's request. The data from the logs shall be used for reporting to ADE. For form and instruction page, refer to pages 31-33.

**Time off campus* is any time the officer is not on school grounds during their duty hours. Off campus time shall include both school and non school related events. Being off campus is not necessarily considered inappropriate - it is understood that there will be activities that constitute an officer being away from school e.g. briefings, picking up police car, mandatory trainings, and field trips.

THE PERFORMANCE EVALUATION

A biannual performance evaluation shall be conducted by a school administrator and shared with the officer's supervisor. The evaluation is meant to assist the officer and his/her supervisor in meeting the intent of the grant and effectively carrying out their duties. It is not meant to supplant the official evaluation process used by the officer's department or agency. It is at the discretion of the law enforcement agency or probation department to include the school's evaluation in the officer's official folder. Only officers that have performed in a satisfactory manner should be considered for further service in the School Safety Program.

Recommended Factors to Consider

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Has the officer attempted to meet the requirements of the grant?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

Refer to sample SRO/JPO Performance Assessment form on page 30.

Informal evaluations that provide the officer and supervisor with feedback regarding the officer's performance should occur frequently.

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy. The problem should attempt to be resolved at a level nearest the school as possible.

THE HIRING PROCESS

Selecting the right officer is one of the most important aspects of making the School Safety Program successful. A minimum of a two-year assignment at the same school(s) is recommended. The effectiveness of the officer significantly contributes to the quality of the program.

The selection process should identify officers who are best suited to the work as school resource officer or juvenile probation officer. That officer should be committed to the goals of the School Safety Grant.

Because the School Safety Program is a partnership between the school and law enforcement/probation department, involving the school administration in the selection process is necessary. After the final candidates have been selected by the department/agency, a school administrator becomes a part of the selection. It is important that the school becomes involved because:

- The school administrator brings to the selection the needs of the school.
- The school administrator brings to the selection the type of personality that will work best in a specific school environment.
- The school administrator brings to the selection process insights into what is required to be effective in the school community.
- The correct applicant is more likely to be selected with the school's involvement.
- There is more of a buy-in from the school to successfully integrate the officer into the school community when they have been part of the selection process.
- The school administration brings to the selection process a critical understanding of the School Safety Program.

In situations when only one officer is available for the position, the school still should have the opportunity to review the candidate before the decision is made.

Candidates should meet the minimum qualifications recommended in this guidance to ensure an effective collaboration between the school, officer, and agency. Exceptions may occur. Under mitigating circumstances and with the Arizona Department of Education grant manager's approval, the position may be filled through an alternative option.

SERVICE AGREEMENT
Developing the Partnership

The development of a Service Agreement is mandatory. This essential document is an important step toward implementing a successful School Safety Program. The document shall be completed annually, within 30 days of when the officer begins work at the school. The agreement shall be kept on file at each funded site for review during a site visit conducted by the Arizona Department of Education.

1. **Service Agreement (SA)**
   The SA is a general term for a contract that is developed jointly and agreed upon by the district/charter, site administrator, and law enforcement or probation department. This written agreement outlines the purpose of the partnership and the fundamental responsibilities of each entity. The terms set forth in the SA shall be in accordance with the established guidelines of the School Safety Program.

The SA shall contain a statement that:

- The SRO/JPO shall fulfill their duties as a sworn law enforcement officer for the State of Arizona.

- No district/charter/or site administrator shall interfere with the duties of the SRO/JPO as a sworn law enforcement officer.

- All entities shall accept the School Safety Program guidelines.

- The roles and responsibilities of all entities shall be accepted as established by the School Safety Program guidelines.

- The SA shall also reference the following School Safety Program guidelines:
  - SRO Recommended Qualifications and Recommended Job Description
  - JPO Recommended Qualifications and Recommended Job Description
  - The Hiring Process
  - Officer Training
  - 10 or 12 Month Position
  - Summer/Intersession Activities
  - The Appeal Procedure
  - Performance Evaluation

- The district shall pay within 30 days of receipt of the invoice from the law enforcement or juvenile probation department.

- The district shall pay late fees as established between the district and law enforcement/probation department and denoted in the SA. Late fees shall not be paid from School Safety Grant funds.

- The district, charter, or school shall provide office space that provides privacy for the SRO/JPO to conduct confidential business. The office shall include the necessary equipment for an officer to effectively perform their duties, i.e. telephone, desk, chair, filing cabinet, up-to-date computer and printer as provided in the grant.

- The administration shall provide a complete copy of the grant application and award to each officer by July 31st or as soon as the officer begins service at the site(s).

- Administrators shall send officers annually to School Safety Program required trainings and provide for all related travel expenses as provided in the grant.

- Officers, administrators, law enforcement and juvenile probation departments shall have a written document describing the general chain of command and channels of communication.

- The term of the SA and the schedule for updating and renewing the agreement shall be specified.

The SA shall be signed and dated by the Superintendent, site administrators, and law enforcement agency and/or probation department.

A more comprehensive SA contains the above items in addition to any or all of the following:

- Assignment of SRO/JPO
- Conditions of employment
- Duty hours
- Duties of SRO/JPO
- Training/briefing
- Dress code
- Supplies and equipment
- Policy/procedure for transporting students
- Operating procedures (SOP)
- Requirements for reporting crimes and threats to police as required by A.R.S. 13-2911 an 15-341
- Arrest procedures for school-related crimes and crimes committed off campus
- Procedure for handling critical incidents
- Access to education records
- Specific items to the district and law enforcement/probation department

APPEAL PROCEDURE

Who May File an Appeal: A school/district or charter who has been denied award or renewal of their School Safety Grant.

Definition of an Appeal: A request for a hearing by the School Safety Oversight Committee must be a written, signed, and dated statement by the site administrator and the superintendent. The request for the hearing must set forth the nature of complaint and the facts on which the complaint is based.

Request for Hearing: A hearing request must be sent by certified mail to: Arizona Department of Education, 1535 W. Jefferson, Phoenix, AZ, Attn: School Safety Program Administrator.

The complainant shall request the hearing within 30 days from date of the grant denial letter. For purposes of this process, the date of the letter is the postmarked date the denial was sent. All renewal denial letters shall be mailed certified mail.

Hearing Panel: When a hearing is requested, the School Safety Oversight Co-chairs will appoint a hearing panel between 3-5 members from the membership of the Oversight Committee who were not part of the application review sub-committee.

Schedule of Hearing: A hearing shall be scheduled before the appeal panel within 30 days of the receipt of the request. The Co-chairs shall give at least 10 days working days notice of the hearing date and location to the complainant. The parties may submit written materials no later than five working days prior to the hearing.

Hearing Process: At the hearing the parties may present written documentation and witnesses. The length and order of the presentation may be determined by the appeals panel chairperson. The chairperson may request additional evidence through testimony of witnesses or written materials. If the complainant or authorized representative fails to appear at the designated time, place, and date of the hearing, the appeal shall be considered closed and the process terminated.

Decision: No later than five working days after the hearing, the appeals panel shall forward to the superintendent/charter holder its final decision.

WHAT IS LAW-RELATED EDUCATION?

What is the Definition of Law-Related Education?

Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies*.)

Why Law-Related Education?

Law-Related Education is required as a component of the School Safety Program, because it

- promotes problem-solving skills,
- actively involves students, teachers and the community,
- increases students' knowledge of the law, making them better informed citizens and consumers,
- discourages delinquent behavior,
- promotes positive self-image in students, and
- encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

Since law-related education (LRE) is being recommended as a violence prevention strategy, then it is important to have some common notion of what law-related education is and what it encompasses. LRE is instruction about rules, laws, and the legal system that actively involves students in the instruction in order to prepare them for responsible citizenship. (Definition developed by the Virginia Institute for Law and Citizenship Studies) It is instruction that teaches the legal rights, responsibilities, and role of the citizen. Students practice application of that teaching to potential real-life situations.

The approach consists of high-interest content and interactive instructional strategies. This type of instruction provides students at all levels the following opportunities:

- to explore and reflect on theirs and others' perspectives,
- to express and defend their views, to listen to the views of others,
- to develop arguments for both sides of an issue, to mediate, and
- to formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical miles to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their won set of classroom rules.

Intermediate students might role play a law officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then apply this information to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes al all levels.

Since rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no one way to teach LRE and no set LRE curriculum

As previously described, LRE offers application possibilities at all grade levels, as well as in many subject areas. It is most commonly used in social studies to promote civic understanding: however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of an outside resource: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system".

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involve and participate. The crux of LRE is problem solving, both as apart of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving. The regular inclusion of LRE- in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content which is hypothetical in nature yet directly related to students' lives. (See figure 1)

While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

Modified from "*Law-Related Education and Violence Prevention: Making the Connection*" By: Robin Haskell McBee

BEST PRACTICES:
GUIDELINES FOR EFFECTIVE
LAW RELATED EDUCATION

1. Sessions should utilize law-related content

- Civil, criminal, and constitutional themes
- Practical information about the law and public policy
- Concepts underlying a constitutional democracy
- Student rights and responsibilities
- Choices and legal consequences (not moral consequences)
- Citizenship
- Use of Power and authority
- Justice
- Liberty
- Civil Rights
- Equality
- Illegal Drug Use
- Drinking and Driving

2. Law-related education provides practice for skill development

- Critical Thinking
- Decision-Making
- Problem Solving
- Communication
- Cooperation & Participation
- Managing conflict
- Reasoning

3. Instructors present multiple points of view or perspective

- Balanced view of the judicial system & other aspects of the political system
- Controversial issues should be discussed often to motivate student interest and broaden understanding and tolerance
- Allow for a safe voicing of viewpoints
- Debate and free flow of ideas are crucial elements of effective civic participation
- Many times there is no one correct answer

4. A sufficient quantity of instruction is provided

- Students should have ample opportunities to practice skills and gain confidence in defending their points of view, making presentations, etc…
- Look for opportunities for classroom teachers to continue teaching LRE
- Connect your involvement in the classroom to larger learning goals
- Try to avoid making your involvement in isolated areas (ex: LRE can be taught not only in Social Studies or Government, but in Health, English, Math, etc…)
- Seek opportunities to teach many sessions with one class (minimally, a semester long)

5. Interactive teaching strategies

- Strategies that foster true student-to-student interaction (are the heart of the session)
    - Role Plays
    - Simulations (Mock Trials, Moot Courts, model legislatures)
    - Group Work Activities

    - Group Research Projects
    - Community-based learning (including service learning, lobbying, mentoring)
- Sharing outcomes with students
- Drawing on their existing knowledge
- Giving them appropriate time to answer questions
- Involving as many students as possible in all aspects of the class

6. **Opportunities for students to interact with Community Resource People (CRP)**
    - CRPs offer expertise in areas that you are less familiar with, connects you to new community resources and ensure that your learning time is dynamic and continually fresh
    - The community resource person is well prepared and integrated into the interactive session
    - Content presented by the CRP is part of the course content
    - Allow students sufficient contact with community resource people in order to bond
    - Bonding takes place when students develop positive relationships with an adult
    - Research in LRE indicates that this adult-student bonding is a key to overcoming risk factors
    - SROs and POs are a built in CRP

7. **Administrators are actively involved in providing needed support**
    - Officers should feel that the school director and education officials support their endeavors
    - The administrators must be able to address questions raised by family members, other teachers or the community about Law-Related Education
    - Involvement of the administrators also can serve to reduce the gap between school policies, rules and ideas about justice that my be generated by a class
    - Remember that your role is to link to standards and topics covered in a given discipline, not to create a whole new topic
    - Draw support from administrators and department heads
    - Inform the school community about the valuable resources you can provide
    - Solicit feedback on how you can be an asset in the classroom

8. **Networks to support teacher/officer innovation are available through joint planning sessions, training sessions and social events**
    - Strengthens teacher/officer commitments to use interactive methods and practical legal information
    - The involvement of more than one teacher from a site in trainings, helps enhance law-related education
    - Invite teachers to LRE trainings
    - Keep them abreast of law-related materials your receive
    - Alert them to special security concerns at school

Sources: Caliber Associates (2002). "The Promise of Law-Related Education and Delinquency Prevention".McKinney-Browning, Mabel, Ellis, Al, Kaplan, Howard & Johnson, Seva (1995). "Essentials of Law Related Education". Street Law, Inc. & National Crime Prevention Council (1999). "Community Works: Smart Teens Making Safer Communities". Street Law, Inc. & Office of Juvenile Justice & Delinquency Prevention (2003) "Street Law for School Resource Officers".

LRE ACADEMY EXPANDED SERVICES

The Arizona Foundation for Legal Services and Education provides the following expanded services to School Safety Officers:

- LRE Academy Web page:
  The Foundation maintains a web page on the Arizona Foundation for Legal Services and Education website at www.azflse.org/Academy , dedicated to serving School Safety Officers. The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications and articles.

- Law-Related Education Library:
  The Arizona Foundation for Legal Services & Education Resource Library is a clearinghouse of law-related education curricula, lesson plans, books, videos and other related and prevention materials. It is a free service. Materials are available on a loan basis for a two-week period.
  Resource Library Hours - Monday-Friday 9:00 a.m. to 4:00 p.m.
  Materials can be browsed online at www.azflse.org

- Free Materials:
  School Safety Program Officers can access free publications and materials for their LRE classroom instruction. Materials include: Pocket Constitutions, Constitution Posters, Law for Kids Cards and Posters, Gavel Pencils, Teen Court Starter Kits and When You Turn 18 Brochures.

- LRE Technical Online Resources:
  The Foundation tracks School Safety Program Officers' professional development credit hours and library lending through an online database.

SRO/JPO Performance Assessment

School Administrator - School Safety Program

This assessment is meant to assist the officer and his/her supervisor in meeting the intent of the grant and effectively carrying out their duties. It is not meant to supplant the official review process used by the officer's department or agency. It is at the discretion of the law enforcement agency to include the school's assessment in the officer's official file.

Officer : School: Date:

School Administrator: Title:

Police/Probation Supervisor: Agency/Department:

School Administrator	Strongly Agree	Agree	Unsure	Disagree	Strongly Disagree
1. The officer has a clear sense of his/her role as stated in the Guidance Manual.					
2. The officer understands the operational policies and procedures of the school necessary to perform effectively in the position.					
3. The officer attended or is scheduled to take a law-related education class in the current year.					
4. *The officer relates to the staff, students and parents effectively.					
5. The officer works well independently.					
6. The officer attempts to meet the requirements of the grant.					
7. The officer performs his/her duties effectively.					
8. The officer is effective with his/her classroom presentations.					
Please provide explanation to support question #4:					
Additional comments:					

School Safety Program Officer Weekly Activity Log		
OFFICER:	**SRO JPO Week Of:**	
DISTRICT:	**SCHOOL(S):**	
Law Related Education Instruction Universal (U) **Planning & Preparation _____** **Staff & Sch. Community Training _____** **Classroom Instruction _____** **Total hours: _____**	**Law Related Education Cohort Groups (C)** **Group 1 _____ Group 3_____** **Group 2_____ Group 4_____** **Total hours: _____**	**Time Off Campus: (OC)** **Total hours _____** **Law Enforcement/ Juvenile Probation Activity** (optional) **Total hours: _____**

Shaded categories are required

Date	# of Students	Time Spent	Activity (U, C, OC)	Teacher/Subject	Departmental Recap	Total

Date	# of Students	Time Spent	Activity (U, C, OC)	Teacher/Subject	Departmental Recap	Total
Total						

Officer: **Week of:**

School Safety Program Officer Weekly Activity Log Instructions:

Law Related Education-Universal Instruction	List total hours for the week
Law Related Education-Cohort Classroom Instruction	List total hours for the week
Time Off Campus	List total hours for the week
LRE Universal Classroom Instruction	List total hours for the week
LRE Planning and Preparation	List total hours for the week
LRE School Staff and Community Training	List total hours for the week
# of students	Total number of students in the class or involved in the contact
Time Spent	Total time spent in increments of percent of an hour. E.g. 1 hr, 2.5 hrs, .75 hr…
Activity	List the type of activity or LRE class subject and location if conducted off campus. (These cells will expand to fit as much text as you wish to type)
Teacher/Subject	List teacher name and the usual subject taught in that class (e.g. science, social studies…).
Total	To tally the # of Students/Parents and Time Spent columns. Right click on the shaded field in the bottom row of each column. Click on "Update Field" on the pop up menu

These three boxes must equal the total number of hours listed for time spent

These three boxes must equal the total number of hours listed for universal LRE Instruction

SCHOOL SAFETY PROGRAM
OPERATIONAL PLAN

District _____ **School** _____

School Administrator Name_____ **Officer Name**_____

Project Activities/**Milestones**	**Responsible personnel**	**2008**								**2009**								
		School Year 2008-2009														**Completed**		
		May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Yes	No	Partial/Comments

District _____ **School** _____

School Administrator Name_____ **Officer Name**_____

Project Activities/**Milestones**	**Responsible personnel**	**2008**									**2009**							
					School Year 2008-2009											**Completed**		
		May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Yes	No	Partial/Comments

LRE Best Practices Checklist and Observation Form

Officer: **School Name:** **District Name:**

Topic: **Class/Subject:** **Teacher:**

Approximate # of students: **Grade:**

Effective Implementation of LRE - Use of Best Practices:	**Yes**	**No**	**Evidence / Comments**
▪ Law-Related Education ✓ Content directly related to the law Ex: Miranda Rights ✓ Content in-directly related to the law Ex: Public Policy			
▪ Focus on Real Life Issues & Situations ✓ Relevant to students' everyday life ✓ Topic selection based on demographics			
▪ Student Centered ✓ Student led activities ✓ Encourages student discussion (not Q/A)			
▪ Interactive Teaching Strategies ✓ Non-lecture ✓ Hands on lessons			
▪ Balanced View Point/Multiple Points of View ✓ Presentation of all sides of the issue ✓ Unbiased presentation			
▪ Problem Solving Oriented Approach ✓ Solution reached through student discovery			
▪ Utilization of a CRP ✓ Use of community resource person (e.g. Attorney, Judge, Detective)			

Site-Level School Safety Program Expectation and Outcomes*

The purpose of the School Safety Program is to create and maintain safe schools

Resources and Supports

District Administration:
- Administer grant
- Maintain communication and coordinates with partnering agencies
- **Attend training**

School Administration:
- Facilitate integration of officer into the school and implementation of program activities
- Observe classroom instruction (semester)
- Conduct Officer Performance Assessment (semester)
- Monitor Activity Logs (quarterly)
- Collaborate with partnering agency
- Meet with supervisor once per semester
- Attend training annually
- Establish and convene a multidisciplinary School Safety Assessment and Prevention Team - includes conducting needs assessments

Law Enforcement and Juvenile Probation Agencies:
- Provide supervision and support to officer on program activities
- Collaborate and coordinate with school administrator
- Attend training annually

Officers' Major Activities

Programs/Services:
- Collaborate and communicate with school personnel on school wide safety strategies (e.g. staff training, emergency response planning, needs assessment, Title IV programming)
- Implement cohort and universal LRE instruction based on needs of school
- Intervene and prevent potential crime through strategic visibility
- Link students and parents to appropriate social services (e.g. court resources, domestic violence shelters, treatment centers, food banks)
- Provide law enforcement or juvenile probation services
- Facilitate or assist with other youth programs (e.g. peer mediation, anger management training)
- Attend standardized school safety officer training for new officers

Process Outcomes

Outputs:
- SRO is on campus 80% of the time
- JPO is on campus 90% of the time
- School Safety Program Operational Plan developed by the officer and school administrator
- Officer completed 100 hours of universal LRE instruction
  - At least 60 hours of universal LRE classroom instruction
  - Up to 20 hours for LRE planning and preparation
  - Up to 20 hours for LRE instruction to school staff and school community
- Officer completed 80 hours of LRE classroom instruction for ongoing cohorts (3-4 classes, six sessions per quarter)
- Accurately completed weekly activity log
- Completed Performance Assessment Feedback tool
- School Safety Assessment and Prevention Team met quarterly
- Attended standardized school safety officer training for new officers

One Year Outcomes Universal and Cohort

Attitudes/Beliefs:
Increased:
- Respect for officer on campus
- Students perceive the officer as an adult they can go to with issues of concern
- Students are comfortable going to the officer
- Staff and students feel safer with the officer on campus
- Staff feels the officer is a resource to the school
- Accuracy of crime reporting to law enforcement
- Staff feel comfortable recognizing undesirable student behavior

Knowledge:
Increased:
- **Knowledge of the law** and legal process
- Increased knowledge of how to be a law abiding citizen
- Staff knowledge of undesirable student behavior

One -Three Year Outcomes Cohorts only

For LRE cohorts:

Attitudes/Beliefs:
Increased:
- Negative perception of delinquent behavior

Skills:
Improved:
- Problem solving
- Decision making
- Communication

Behaviors:
Decreased:
- Serious and violent incidents and behaviors

Comprehensive approach to a safe school environment

* Data sources for assessing outcomes and effectiveness include LRE pre and post tests, officer activity logs, officer performance assessment, incident data, and perception of safety surveys

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE DETECTIVE SERVICES

[Avondale Police Department SRD Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRD PROGRAM

I. Introduction.

The mission of the Avondale Police SRD Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRD will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRD will establish trusting lines of communication with students, parents and teachers. SRDs will serve as positive role models to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. SRDs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. SRDs will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SRDs will follow the established Mission and Values of the Avondale Police Department in the course of their duties at Avondale Schools. These Mission and Values set the tone and direction for Avondale Police employees to follow:

A. Mission - "Serving with Honor": The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. Accountability: All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. Customer Service: We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. Diversity: We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the police department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding "sworn" or "civilian" positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. <u>Goals</u>.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch and after school.

B. Reduction of criminal offenses committed by students.

1. Give 90 LRE (Law Related Education) presentations per semester.
2. Provide LRE counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, theirs rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRD Program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRD shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRD Accountability: The Westview High School and La Joya Community High School principals or designees will provide a written evaluation of the SRD performance relating to the goals established in this MOU once a semester. School staff shall contact the SRD Supervisor to report performance or conduct related complaints involving SRDs' as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRD.

V. Procedures.

The City of Avondale SRD Program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SRDs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SRDs shall not enforce any school or district rules.
- SRDs are not disciplinarians and shall not assume this role under any circumstances.
- SRDs report directly to an Avondale Police Supervisor for all activities.
- SRDs will not involve themselves with Westview High School or La Joya Community High School administrative matters that are not criminal offenses.

- SRDs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with Westview High School and La Joya Community High School.
- SRDs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SRDs' are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRD Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents
- Willingness to teach law-related education
- Supportive of prevention strategies
- Satisfactory employment history with supporting documentation
- Demonstrated effectiveness in working with youth
- Oral and written communication skills
- Ability to effectively interact and communicate with diverse sets of individuals
- Supportive of the philosophy of the SRD Program
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students
- AZPOST certified general instructor

B. SRD Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.

- Maintain tracking system of statistical information required by supervisor and school administration.

VII. <u>SRD Role</u>.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRD is, first of all, a sworn law-enforcement officer. When necessary the SRD has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations. Following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRD should be involved when a student's conduct violates a law.
3. As partners in school safety, SRD and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRD assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRD should know the role of the PO.
5. Serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. Build a relationship with students, parents and staff that promote a positive image of law enforcement.

B. Law-Related Educator:

1. The SRD is expected to provide a minimum of 90 hours of classroom instruction in Law-Related Education (LRE) per semester (based upon a two-semester year). LRE does NOT consist of one-on-one or group counseling. The 90 hours of law-related education instruction, per semester, should be completed during the school day's regularly scheduled instruction periods. However, the building administrator has the discretion to approve the use of time spent before or after school on structured law-related instructional activities.

2. The SRD should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.

3. The SRD must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be

shared with the school administrator and agency supervisor. The following data will be tracked and provided to the Westview High School or La Joya Community High School Principal or designee:

a. Total hours of LRE classroom instruction
b. LRE topic and law enforcement
c. Teacher name and subject of each class where an LRE lesson is taught
d. Total hours of Law Enforcement/ Probation activity
e. Time spent per LRE lesson • Total time spent off campus

C. Positive Role Model:

1. The SRD should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRD should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRD should be honest by providing accurate information.
4. The SRD should be consistent with students, staff, and parents; in applying rules and regulations.
5. The SRD should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRD should show respect by treating students with respect and expressing high expectations for them.
7. The SRD should always strive be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. <u>SRD Supervisor Role</u>:

The SRD Supervisor's responsibilities include but may not be limited to:

- Communicate to staff, and carry out the philosophy and goal of the City of Avondale SRD Program.
- Attend SRD Program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRD keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRDs for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRDs, including confronting performance deficiencies and providing documentation and plan for improvement.

- Thoroughly investigate and document allegations of SRD misconduct.
- Regularly brief Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SRDs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRD per semester. Includes a written evaluation and assessment of the SRDs performance.
- Meet collectively with SRDs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRD activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SRDs, once a month to discuss SRD performance and law enforcement related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRD Program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRD Program philosophy to all site staff.
2. Understands the SRD Program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRD program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRD while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRD before the first day of duty to review the Service Agreement, Operational Procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRD on a regular schedule.
9. Directs staff development of teachers and SRD involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRD relating to their role as an SRD.

C. Teacher:

1. Supports and communicates information about the SRD Program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRD in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the officer's supervisor. The evaluation is meant to assist the officer and his/her supervisor in meeting the intent of the SRD Program and carrying out their duties. It is not meant to supplant the official evaluation process used by the officer's department or agency. Only officers that have performed in a satisfactory manner should be considered for further service in the SRD Program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)[1]

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies*.)

B. Possible Benefits. Law-Related Education is a component of the SRD Program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.

[1] Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

- to explore and reflect on theirs and others' perspectives,
- to express and defend their views, to listen to the views of others,
- to develop arguments for both sides of an issue, to mediate, and
- to formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly,

provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system".

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education
www.ade.az.gov
Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education
http://azbf.org/AZFLSE/lre/lre.cfm
The site will provides up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids
www.lawforkids.org Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC)
http://www.azprevention.org/
APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE

http://jointogether.org
National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe
www.keepschoolssafe.org
A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)
www.nasro.org
Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA)
www.asroa.org
Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Clearinghouse for Alcohol and Drug Information
www.health.org
A comprehensive federal clearinghouse on alcohol and drug information.

National Dropout Prevention Center
www.dropoutprevention.org
Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools
www.nwrel.org
Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center
www.nssc1.org
Clearinghouse for school safety information.

National Youth Gang Center
www.iir.com/nygc
Provides information about gangs and effective responses to them.

Partners Against Violence – PAVNET Online
www.pavent.org
Clearinghouse of information about violence and youth-at-risk.

Office of Juvenile Justice and Delinquency Prevention

www.ncjrs.org
Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF)
www.crf-usa.org
Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC)
www.abanet.org
Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc
www.streetlaw.org
Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2781-1108 - Amending the By-Laws of the Avondale Municipal Art Committee

MEETING DATE:
November 3, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this item is to amend and restate AMAC's by laws to clarify exactly how and when its officers are elected and to clarify the language as needed.

BACKGROUND:

The Avondale Municipal Art Committee (AMAC) began meeting in January 2006. AMAC's original by-laws were drafted in general terms allowing that a chair and vice-chair would be elected from among the appointed members.

It was not clear if the vice-chair automatically became the chair, and the members felt that clearly stating the process and expectations would be helpful.
It was also discovered that in the statement of funding commitment the amount intended was .5% or ½%, but that that it appeared as 5% of the CIP. This was corrected and an additional clause stating "up to" was also added in recognition of the Council's need for flexibility in allocating funds during times of economic challenge.

DISCUSSION:

The proposed revision provides for the nomination of candidates to take place annually at the November meeting and the election held at the December meeting. The newly elected chair and vice-chair begin their respective terms in January of each year and serve not more than two one-year terms in each capacity.

BUDGETARY IMPACT:

None.

RECOMMENDATION:

Staff recommends that the City Council approve a resolution amending and restating the Avondale Municipal Art Committee's by-laws to clarify exactly how and when its officers are elected.

ATTACHMENTS:

Click to download

- Resolution 2781-1108

RESOLUTION NO. 2781-1108

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING AND RESTATING CITY OF AVONDALE MUNICIPAL ARTS COMMITTEE RULES AND PROCEDURES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the City of Avondale Municipal Arts Committee Rules and Procedures, Amended and Restated November 3, 2008, are hereby adopted in the form attached hereto in Exhibit A, and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, November 3, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2781-1108

[Municipal Arts Committee Rules and Procedures, Amended and Restated November 3, 2008]

See following pages.

CITY OF AVONDALE
MUNICIPAL ARTS COMMITTEE
RULES AND PROCEDURES
(Amended and Restated 11-3-08)

I. Establishment and Membership

A. The Avondale Municipal Arts Committee (the "Committee") shall be composed of nine voting members plus two alternates and one standing ex officio member. The Committee shall consist of one Avondale business owner, one Avondale resident who is a visual or performing artist, seven Avondale residents with interest or expertise in the arts, and one standing ex-officio member from the West Valley Arts Council. Persons who consider themselves a patron of the arts are welcome to apply for seats on the Committee.

B. An amount up to 1/2% of the General Fund Transfer to the Capital Improvement Budget shall be deposited in a Municipal Arts Fund annually through the budget process. The Committee shall administer this fund in carrying out its mission and program objectives.

C. Committee members shall be eighteen years of age or older, a registered voter and a resident of the City of Avondale for at least one year with the exception of the representative from the West Valley Arts Council and the Avondale business owner who must own a business in Avondale, but may reside elsewhere. Applicants shall be interviewed by the Council Subcommittee for Board, Commission and Committee Appointments and recommend possible candidates to the City Council for approval. For initial appointments, staggered terms of two and three years shall be designated. There is a two-term limit on appointments to the Committee.

D. Members shall not hold any other municipal or county office.

E. If a vacancy occurs on the Committee, the City Council shall appoint the alternate member to complete the unexpired term. The unexpired term does not count against total appointment time. Upon completion of the unexpired term, the Council Subcommittee on Board, Committee and Commission Appointments will interview the alternate if they elect to run. The terms of all members shall extend until their successors are qualified.

F. If a vacancy occurs on the Committee and there is no alternate available, the Subcommittee on Board, Commission and Committee Appointments shall recommend a candidate to complete the remainder of the term to the City Council.

G. A Committee member may be removed as a member to the Committee upon a vote of not less than five City Council members for any reasonable cause as determined by the City Council.

H. Attendance at all Committee meetings is required unless excused by the Chair. Three successive unexcused or unexplained absences from any regular or special meeting shall be grounds for termination at the will and authority of the City Council without the necessity of a hearing or notice. The Chair shall notify the City Council in writing of such a situation and action shall be taken at the next regularly scheduled City Council meeting. City Council action shall be final.

II. Powers and Duties

It shall be the duty of the Committee to develop program guidelines and procedures and to advise the City Council and City Staff on matters and issues pertaining to the acquisition, maintenance and disposition of works of art, public art displays, monuments and memorials. The Committee shall bring all projects that will require capital expenditure to the City Council for conceptual approval before committing the funds. The Committee will then bring to the City Council a final recommendation on the project and its placement.

The duties of the Committee further include but are not limited to the following:

A. Direct a Public Art program by drafting program guidelines and procedures for the administration of the City of Avondale's Municipal Arts Program, including a mission and vision statement.

B. Set long-range program goals with an annual work plan for the Committee, beginning with a mini-symposium on what constitutes public art.

C. Prepare an inventory of the City's existing public art and an inventory of possible locations for public art displays.

D. In cooperation with City staff and other organizations, develop schedules for community arts events.

E. Prepare guidelines for accepting gifts of art including memorials and monuments.

F. Recommend to the City Council the placement of publicly funded art, gifts or temporary use of loaned art and memorials and/or monuments.

G. Promote and advocate for the arts and other cultural activities including special cultural events.

H. Recommend to the City Council funding sources and possible grant opportunities pertaining to the arts.

I. Promote involvement in all aspects of the arts by enhancing the level of public awareness and involvement in public art.

J. Support the City Council goals and be consistent with the City of Avondale's Strategic Plan, Priority Areas and General Plan.

III. Officers and Staff

A. The Committee shall elect annually a Chair and Vice Chair from among the appointed members at the first meeting held in January. Nominations for Chair and Vice Chair shall be made at the Committee's regular meeting held in November or at another meeting in November, if necessary, to ensure that nominations occur prior to November 30. Election of the incoming officer(s) will be held at the Committee's regular December meeting or at such other meeting held in December, if necessary, to ensure that officers are elected prior to December 31. Officers may be nominated by themselves or by another member. The terms of the Chair and the Vice Chair shall be for one year. Any member serving as Chair or Vice Chair shall be eligible for re-election; provided, however, that each Committee member may serve not more than two terms per office. The Vice Chair shall act as Chair in the Chair's absence. In the absence of the Chair and the Vice Chair, the City Staff Liaison shall call the meeting to order and a simple majority of the Committee Members then present shall select an acting Chair for the meeting. If the Committee Members present are unable to select an Acting Chair, the City Staff Liaison shall act as the Chair for the meeting but without voting privileges.

B. A vacancy for Chair shall be filed by the Vice Chair and any vacancy for Vice Chair that may occur shall be filled from the Committee by majority vote of the Committee at the next meeting where the full Committee is present, for the remainder of the term. The Chair or Vice Chair may be removed from office at any time by a three-fourths majority vote of the full Committee.

C. The Chair shall preside at all meetings and hearings of the Committee decide all points of order and procedure and perform any duties as required by law, ordinance or these guidelines. The Chair shall have the right to vote on all matters before the Committee and shall, also have the right to make or second motions in the absence of a motion, or a second made by a member.

D. An Assistant City Manager or authorized designee shall serve as the staff liaison to furnish support to the Committee as requested or required to advise and furnish professional and technical advice. The Committee may request that the City Attorney or authorized designee provide legal advice and rulings on points of order, procedure, or other matters related to the Committee's duties.

IV. Meetings

A. Meetings shall be held monthly at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance. Regular meetings of the Committee shall be open to the public and the minutes of its proceedings shall be kept and filed with the City Clerk's Office as public records. For any matter under consideration, any person may submit written comments and if attending in person, may speak to the issue upon being recognized by the Chair and stating his or her name and address and the names of any person on whose behalf he or she is appearing.

B. Additional meetings may be held on the call of the Chair or the request of two or more members, or by giving notice to all the members by telephone or personal delivery or by verbal comment during a regular meeting. All notices shall be given, and posted according to applicable law, at least 24 hours before the meeting except when required by an actual emergency.

C. Notice of time and place of any public hearing to be held by the Committee shall be given as required by State law and City Ordinance.

D. Unless specified otherwise herein, the Chair shall conduct all meetings pursuant to the meeting procedure adopted by the City Council.

E. The Committee is subject to the Arizona Open Meeting Law.

V. Amendments

These Rules and Procedures may be amended by the City Council.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2783-1108 - Intergovernmental Agreement with the City of Phoenix for Federal Transit Administration Funding

MEETING DATE:
November 3, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving an Intergovernmental Agreement with the City of Phoenix for Federal Transit Administration Funding (FTA) to pass through grant funding for $869,823 and authorize the Mayor and City Clerk to execute this agreement.

BACKGROUND:

In 2002, the US Census Bureau designated the City of Avondale and surrounding communities, including sections of Goodyear, Litchfield Park, Glendale, Phoenix, and Maricopa County, as a separate urbanized area from the Phoenix-Mesa urbanized area. Because Avondale Urbanized Area is under 200,000 in population, it may spend its federal funds on both operating and capital expenditures. Operating expenses require a 50% local match, while capital expenses require a 20% local match.

The City of Phoenix is designated as the Metropolitan Planning Organization, for federal transit related operations, for Phoenix and the surrounding communities. This allows the City of Phoenix to submit a single federal grant application, which incorporates the funding request of all the eligible communities. The Avondale Urbanized Area is designated as a sub-recipient in the application.

DISCUSSION:

The Avondale Urbanized Area transit plan was approved by the City Council on November 17, 2003. City staff worked with City of Phoenix representatives to incorporate the funding needs identified in the transit plan in the federal grant application The City of Phoenix has submitted the grant application and will act as the administrator of the grant funding. The City of Phoenix will reimburse the City of Avondale and surrounding communities for all eligible operating and capital expenses incurred under the grant pass through agreement.

In 2007, $869,823 in federal funds was made available to the area for transit needs. The City of Avondale and surrounding communities will provide local matching funds and all necessary reports as required. The funding will be utilized to implement the operating needs identified in the Avondale Urbanized Area transit plan

BUDGETARY IMPACT:

Based on the service and funding estimates presented in the transit plan. The City of Avondale would be required to provide the match funding in the amount of $869,823, which is available in the transit fund budget 215.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement with the City of Phoenix for Federal Transit Administration Funding (FTA) to pass through grant funding in the amount of $869,823 in federal funds with a required local match of $869,823 for a total project cost of $1,739,646 and authorize the Mayor and City Clerk to execute this agreement.

ATTACHMENTS:

Click to download

- Resolution 2783-1108

RESOLUTION NO. 2783-1108

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION FUNDING.

WHEREAS, the Avondale Urbanized Area Transit Plan (the "Plan") was approved by the Council of the City of Avondale (the "City Council") on November 17, 2003; and

WHEREAS, the City of Phoenix ("Phoenix") has submitted a grant application for Federal Transit Administration funding ("Grant Funds") that incorporates the funding needs identified in the Plan; and

WHEREAS, the City of Avondale was designated as a sub-recipient of in Phoenix's application for Grant Funds; and

WHEREAS, the City Council desires to enter into an intergovernmental agreement with Phoenix for the administration of Grant Funds (the "Agreement").

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

SECTION 1. That the Agreement is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the City Council hereby authorizes expenditure of matching funds as required under the terms of the Agreement.

SECTION 3. 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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, November 3, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2783-1108

[Intergovernmental Agreement]

See following pages.

AGREEMENT NO. _____

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHOENIX AND THE CITY OF AVONDALE

(Grant Pass-through Agreement)
(Grant No. AZ-90-X088)

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and the City of Avondale, a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "SUB-RECIPIENT").

RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, SUB-RECIPIENT has broad Charter and statutory authority to engage in all of the activities and endeavors allowed under the laws of the state of Arizona and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Avondale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, the laws of the state of Arizona authorize municipalities to: (1) "engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation . . ." [A.R.S. Section 9-511 (A)]; (2) to "appropriate and spend public monies" on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of (its) inhabitants . . ." (A.R.S. Section 9-500.11); and, (3) to "be vested with all of the powers of incorporated towns as set forth in title 9, in addition to all powers vested in them pursuant to their respective charters or other provisions of law . . ." (A.R.S. Section 9-499.01); and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT's charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of operating assistance and same was awarded as Grant No. AZ-90-X088; and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit "A" hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

WHEREAS, PHOENIX and SUB-RECIPIENT have been authorized by their respective Councils to enter into this Agreement; NOW, THEREFORE,

AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed $869,823. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. To be eligible for reimbursement, projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

   A. Application for reimbursement of federal share.

      SUB-RECIPIENT shall submit their application for reimbursement of federal share to:

      City of Phoenix
      Public Transit Department
      Fiscal Services Division, Accounts Payable Section
      City of Phoenix

302 North First Avenue; Suite 900
Phoenix, AZ 85003

The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, the following.

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies and services.
3. All purchases of vehicles shall be accompanied with "Vehicle Inventory Record" form.
4. All other asset purchases shall be accompanied with a "Capital Asset Purchase" form.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

Exhibit	A	Federal Grant Pass Thru Agreement Detail Summary
Exhibit	B	Required Reports
Exhibit	C	Required Federal Provision
Exhibit	D	Partial List of Applicable Laws
Exhibit	E	Master Grant Agreement, Table of Contents
Exhibit	F	Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner.

4. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Charles McClendon
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85340
Telephone: (623) 333-1030
FAX: (623) 333-0100

If intended for PHOENIX:

Debbie Cotton
Public Transit Director
Public Transit Department
City of Phoenix
302 North First Avenue, Suite 900
Phoenix, Arizona 85003
Telephone: (602) 262-7242
FAX: (602) 495-2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

5. Effective Date: This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and SUB-RECIPIENT, when executed by their duly authorized officials, and when filed with the County Recorder pursuant to A.R.S. § 11-952(G).

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

CITY OF PHOENIX, ARIZONA
Frank Fairbanks, City Manager

By_____
Debbie Cotton
Public Transit Director

ATTEST:

_____
City Clerk - PHOENIX

APPROVED AS TO FORM:

_____
Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON 3/19/2008

CITY OF AVONDALE, ARIZONA
A Municipal Corporation

By_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney for

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:
_____

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____	_____
Attorney for PHOENIX	Attorney for SUB-RECIPIENT

EXHIBIT "A"

2007
FEDERAL GRANT PASS THRU AGREEMENT

AGREEMENT NUMBER:

GRANT NUMBER: AZ-90-X088

GRANT RECIPIENT: CITY OF PHOENIX

GRANT SUB- RECIPIENT'S NAME: CITY OF AVONDALE

GRANT SUB- RECIPIENT'S ADDRESS:
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323

TOTAL ELIGIBLE PROJECT COST (TEPC): $1,739,646

- Federal Share of TEPC: $869,823
- Local Share/Match of TEPC: $869,823

PROJECT(S) DESCRIPTION:

ALI Code	Project Description	Local	Federal	Total
30.09.00	Operating Assistance	$869,823	$869,823	$1,739,646

EXHIBIT "A"

EXHIBIT "B"

Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Report	Quarterly	Utilization of Disadvantaged Business Enterprise (DBE)
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	FTA Drug and Alcohol Testing

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines**. All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT "B"

EXHIBIT "C"

Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United Stated Department of Transportation , and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.

2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.

3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved goal and program submitted annually by PHOENIX as the recipient on behalf of the region. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.

4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2007 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "E" and are, by this reference, incorporated herein. The items listed in Exhibit "E" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "E".

6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.

EXHIBIT "D"

Partial List of Applicable Laws

A. Federal Codes. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBRECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUBRECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

   CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in

regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.

3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.

4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.

5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.

6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.

7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.

B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.

2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.

4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. In the event of SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

   a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,

   b) Cancellation, termination or suspension of this Agreement, in whole or in part.

6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 5 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB-RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT shall comply with the following Statutes and Regulations:

   18 U.S.C. 1001

   Section 5323(d) of 49 U.S.C. chapter 53

   Section 5323(f) of 49 U.S.C. chapter 53

   Section 5307(k) of 49 U.S.C. chapter 53

Section 5309(h) of 49 U.S.C. chapter 53

Section 5301 of 49 U.S.C. chapter 53

Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.

Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.

Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Part 600 et seq. regulations promulgated by FTA.

49 CFR Parts 21, 23, 25 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

EXHIBIT "E"

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
MASTER AGREEMENT
For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, Title 23, United States Code (Highways), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, the Transportation Equity Act for the 21st Century, as amended, the National Capital Transportation Act of 1969, as amended, or other Federal laws that FTA administers.

FTA MA(14)
October 1, 2007
http://www.fta.dot.gov/documents/14-Master.pdf

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EXHIBIT "F"

Required Local Provisions

1. Transactional Conflicts of Interest. All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.

2. Assignability; Successors and Assigns. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.

3. Employment and Organization Disclaimer. This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other and neither party is authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.

4. Entire Agreement; Modification (No Oral Modification). This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.

5. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.

7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. CITY shall perform the inspection and audit function specified therein.

9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.

10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1334-1108 - Avondale Spectrum Easement Abandonment

MEETING DATE:
November 3, 2008

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623)333-4011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance to abandon a portion of an easement for highway purposes running through the future Avondale Spectrum site at 119th Avenue and just south of I-10, north of Desert Spring Village Subdivision.

DISCUSSION:

Avondale Spectrum is currently working on a site plan (See Vicinity Map) for this parcel and requires the easement abandonment for development. When Avondale Spectrum develops the site they will be dedicating right-of-way and public utilities easements as required by the site plan.

BUDGETARY IMPACT:

No financial impact to the City.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance to abandon a potion of an easement for highway purposes running through the future Avondale Spectrum site, north of Desert Spring Village Subdivision.

ATTACHMENTS:

Click to download

- Vicinity Map
- Ordinance 1334-1108

VICINITY MAP

CITY OF AVONDALE
Avondale Spectrum Easement Abandonment

ORDINANCE NO. 1334-1008

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ABANDONING WHATEVER RIGHT, TITLE, OR INTEREST IT HAS IN THAT CERTAIN RIGHT OF WAY, GENERALLY LOCATED NORTH OF VAN BUREN STREET, WEST OF 119TH AVENUE.

WHEREAS, the City of Avondale (the "City") is the owner of right of way over certain real property situated within Maricopa County, Arizona, generally located north of Van Buren Street, and west of 119th Avenue (the "Right-of-Way"); and

WHEREAS, pursuant to Article I, Section 3 of the Avondale City Charter, the City may abandon a right-of-way as the City's interests may require; and

WHEREAS, the Council of the City of Avondale (i) has determined that the Right-of-Way has no useful purpose or value and (ii) desires to abandon whatever right, title, or interest it has in the Right-of-Way; and

WHEREAS, the City desires to reserve and except from the abandonment a public utility easement (the "Easement") through, over, under and across a portion of the Right-of-Way, as convenient or necessary for use and operation by the City.

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

SECTION 1. That the Right-of-Way, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby abandoned by the City to the owners of record of Maricopa County Assessor's Parcel No. 500-01-009C, the real property south and contiguous to the abandoned Right-of-Way.

SECTION 2. That the Easement, as more particularly described and depicted in Exhibit B, attached hereto and incorporated herein by reference, is hereby reserved by the City.

SECTION 3. That the Mayor, the City Manager, the City Attorney and the City Clerk are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, November 3, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1334-1108

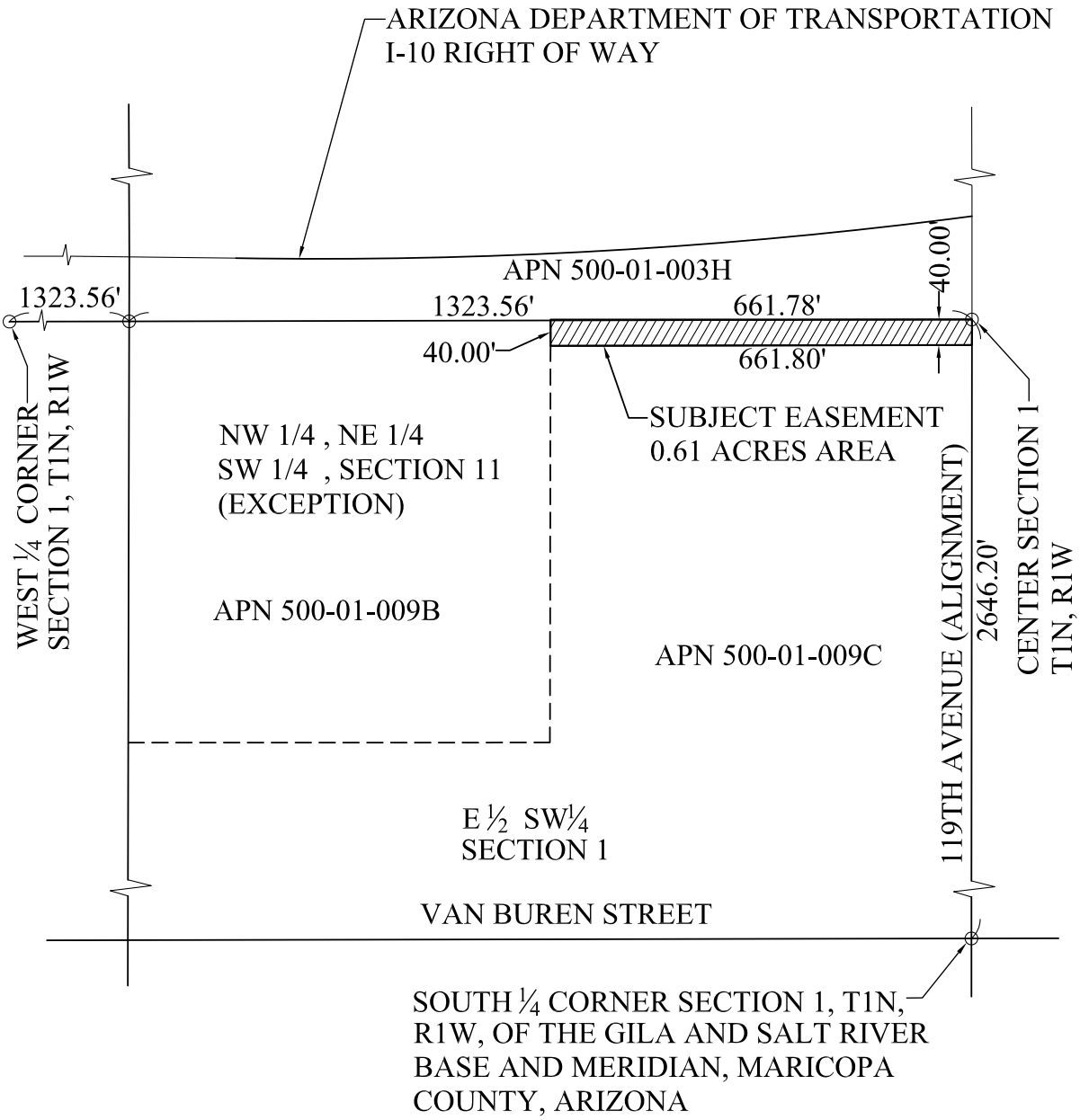
[Legal Descriptions and Maps of Right-of-Way]

See following pages.

LEGAL DESCRIPTION

THE NORTH 40 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1.



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DETAIL NO.	CITY OF AVONDALE	EASEMENT EXHIBIT	APPROVED BY:
			DATE: 10-2-2008

EXHIBIT B
TO
ORDINANCE NO. 1334-1108

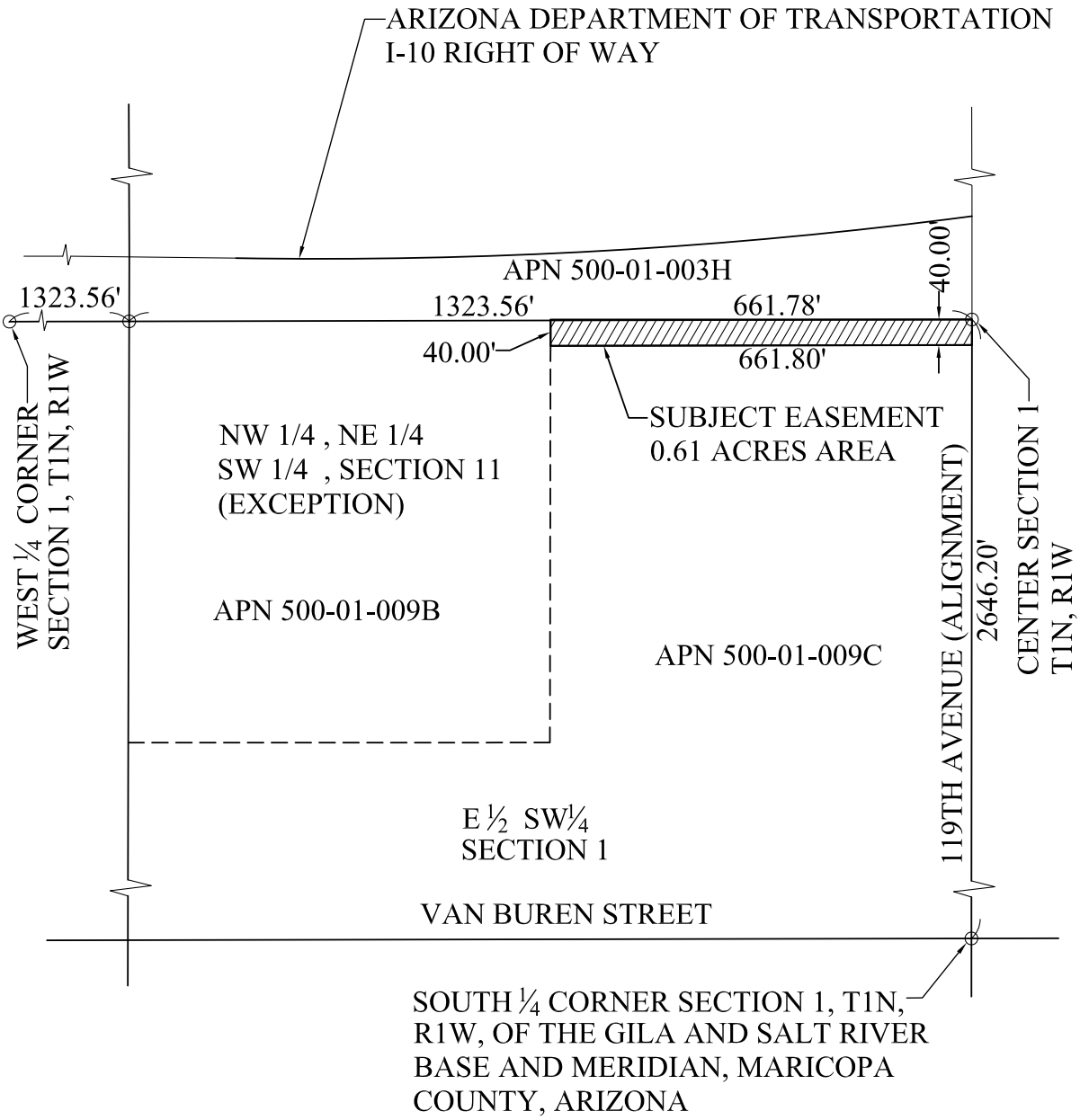
[Legal Description and Map of Reserved Easement]

See following pages.

LEGAL DESCRIPTION

THE NORTH 40 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1.



1"=250

DETAIL NO.	CITY OF AVONDALE	EASEMENT EXHIBIT	APPROVED BY:
			DATE: 10-2-2008

CITY COUNCIL REPORT

SUBJECT:
Municipal Arts Committee Sernas Plaza Public Art

MEETING DATE:
November 3, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Avondale Municipal Art Committee has selected a proposal for public art to be placed in Sernas Plaza, the courtyard adjacent to the Sam Garcia Western Avenue Library. The AMAC will present the recommended proposal for Council review.

BACKGROUND:

The AMAC issued a Call to Artists in May 2008 and only received one response by the June 16th deadline. The Call to Artists established the budget for the piece at $20,000 with up to $5,000 for installation. It was the Committee's desire to use the Call to Artists method as a means of opening up the selection process. The Committee revised the Call to Artists removing the restriction that only Arizona artists would be considered. Four submittals were received by the September 15th deadline.

To view the Call to Artists on the Avondale web page please use the following information:
http://www.avondale.org/index.asp?NID=1104&ART=3039&admin=1

DISCUSSION:

The AMAC established a subcommittee to review all four proposals. A link is supplied below to access the four proposals. It was the recommendation of the Sub Committee to select Caron Studio's proposal for a piece similar to the Mighty Oak, seen in the proposal.

The piece would be titled "Hands On". It would be constructed of powder coated steel and stand 14 ft tall, 10 ft to the bottom branches, with an 18 ft canopy. It would be similar to the Litchfield Park Mighty Oak, but would be larger and use hands as leaves and hands along the truck. A photo shop simulation of Hands On in Sernas Plaza is attached. In the photo shop rendition the tree is placed on the grass. However, in consultation with the artist, staff recommends replacing the center tree on the gravel behind the sidewalk and away from the benches.

The theme "Hands On" is to call attention to the Hands On work necessary to build a strong community. Outlines of hands are being collected at both Avondale Libraries so that the hands will be actual replicas of Avondale resident's hands.

BUDGETARY IMPACT:

Funds are provided in the AMAC budget for this purchase.

RECOMMENDATION:

For review, discussion and direction.

ATTACHMENTS:

Click to download

- Call to Artist

Avondale Municipal Arts Committee
Call to Artists
Responses to this CALL are due by September 15, 2008, 6:00 P.M.

This Call to Artist for submission of proposals is for public art to be located in Sernas Plaza to the east of the newly constructed Avondale Old Town Public Library on the south side of Western Avenue in Avondale, Arizona. This will be an exterior placement.

1. ***Eligibility***

   Open to professional artists who have experience or specialize in ethnic/cultural heritage public art.

2. ***Budget***

   The artistic budget for this project is set at $20,000 (to cover all costs associated with the design, artist fee, fabrication and transportation of the piece)

3. ***Theme***

   The primary theme of the project is a celebration of Avondale's ethnic/culturally diverse heritage. The theme should also be relevant to the **predominantly Hispanic community surrounding the new library.**

   Given the project placement at the Avondale City Library, secondary themes which may be incorporated within the primary theme include learning, literature, and knowledge.

   The artwork may constitute one or several pieces, be stand alone, or functional art incorporating benches or bicycle racks. The art may be interactive or include sound and or music elements. The Avondale Municipal Arts Committee would prefer piece(s) that integrate color.

   The Avondale Municipal Arts Committee envisions a project that residents can engage on multiple levels. It should be meaningful from a cultural heritage celebratory and educational standpoint and the project must demonstrate strong artistic integrity.

   The goal is for an eight year old; as well as an eighty year old resident to be able to both engage and come away with something from the project. We would like a project that has the potential to encourage residents to go into the library to learn something

about art and the rich cultural heritage of the City. The project should also enhance the existing visual identity of the Old Town Avondale neighborhood and to be a source of pride for the city, its residents and visitors.

4. Art Opportunity

The Avondale Municipal Arts Committee seeks an artist (or artist team) to develop a unique public art offering reflecting an ethnic or cultural heritage theme suitable for permanent exterior installation along the east courtyard area known as Sernas Plaza. In the design of the new library, the design team agreed that the plaza needed to be an integral part of the project and an extension of the library itself. The layout for the library also allowed the design team to turn 5th Street into the main pedestrian pathway, as well as establish an epicenter for the project. This epicenter occurs adjacent to the Library's the Library's entire glass entry lobby which allows visual connection to the plaza. The plaza consists of a sloped turf amphitheater with the performance area as the focal point. The plaza's new landscape/hardscape design will provide shade, as well as reduce the amount of heat buildup in the summer months. The hope is that by making the plaza more inviting and integral to the library, that it will be a more vibrant place to be for the surrounding community. (See attachment)

The Avondale Public Library is under construction and expected to be completed in September 2008.

Old Town Avondale has substantial foot traffic generated by the businesses along Western Avenue, as well as the Western Avenue Public Safety sub-station, schools and the new Avondale City Library.

Vehicular traffic is light to moderate and vehicle speeds are tempered by the nature of the old downtown street front nature of the area.

Proposals will identify preliminary concepts; indicate a willingness to work with the Avondale Municipal Arts Committee.

Ideally, the selected artist(s) will facilitate workshops that engage the community, resulting in the permanent installation of public art for Western Avenue. The goal of the workshops is to create a meaningful process that engages Avondale residents either through hands-on involvement in the making of the permanent art or contribution to the ideas that shaped it.

Artist creativity is encouraged. Project may be sculptural involving singular, or multiple pieces, in any medium suitable for exterior, unsupervised public environments. Project may also incorporate benches, murals, poetry, etc. and may involve sound, movement and color. Water features/fountains are specifically excluded from this proposal because of potential maintenance issues.

Project scale may range from personal/intimate to pedestrian (inviting touch) to vehicular.

Lower maintenance pieces are preferred. Potential for graffiti exists; therefore materials resistant to graffiti and easily cleaned are preferred.

Because of the unsupervised public nature of the project, safety is a concern.

The project can not have sharp edges or otherwise present a safety hazard.

The project shall be permanent with a life expectancy of at least 25 years.

The artist will be asked to submit anticipated installation needs and site requirements early on. Depending on the installation needs, there may be some coordination during this time with Asst. City Manager, other city officials, or consultants. A separate installation budget of up to $5,000 will be allowed.

Preliminary designs must be approved by the Avondale Municipal Arts Committee. The artist will be required to make at least two presentations about the preliminary designs/plans.

The final project will require approval by the Avondale City Council.

5. Avondale, Arizona

Avondale is a modern city positioned on the western side of Greater Phoenix and has a current population of over 70,000 persons. Avondale is one of the fastest-growing communities in the valley and the nation. To keep pace with the rapidly growing population, a variety of cultural, economic, recreational and educational advantages have evolved.

Avondale has a strong agricultural history. It became a home for thousands of migrant workers who worked for the Goodyear Farms and surrounding cattle industry. They have a strong civic history here and have contributed to its growth and prosperity. The surrounding neighborhood has a majority of Hispanic households. The City has recently commissioned a consultant team to prepare a revitalization plan for Old Town Avondale. The consultants found there is substantial community support for Old Town Avondale revitalization because it represents the community's "heart."

Community resources range from the programs of the West Valley Arts Council to the academic resources of Estrella Mountain Community College and Universal Technical Institute.

From the soccer fields of Friendship Park to the high excitement of Phoenix International Raceway (PIR), Avondale has something for everyone. PIR is billed as the world's fastest one-mile paved oval and plays host to NASCAR attracting nearly 400,000 enthusiasts to each of two major races annually and contributing hundreds of millions of dollars into the local and state economy.

Friendship Park is a recently completed $5.6 million youth sports complex funded in part by the Maricopa Tourism and Sports Authority. This facility has become host to various sporting events including soccer, Pop Warner Football, baseball and softball. The park features 11 soccer fields, 4 baseball fields, a dog park, and a sculpture garden with a traditional Japanese gazebo generously donated by the community of Kaizu, Japan.

Estrella Mountain Community College (EMCC) is one of the fastest growing educational centers within the Maricopa Community College system; enrollment is projected to grow to more than 20,000 students in the next 15-20 years.

Avondale prides itself on service to the public. To better serve the residents, the

Avondale Civic Center opened in December 2003 providing a one-stop-shop government center complex. Located on a 60-acre parcel along Avondale Boulevard, just south of Van Buren Street, this 105,000 square foot facility includes City Hall, the Police Administration Building and the Avondale Municipal Court.

6. Avondale Municipal Arts Committee

The Avondale Municipal Arts Committee is responsible for making recommendations to the Avondale City Council concerning the acquisition, maintenance, conservation and rotation of Avondale's Public Art Collection.

To ensure public art reflects the character, aspirations and sensibilities of Avondale, the Arts Committee will seek input from residents, neighborhood associations, civic leaders, business leaders, and other community leaders. Public meetings and public access to art proposals will be a part of this process.

7. Selection Process

Responses to this RFP are due by September 15, 2008, 6:00 P.M.

Mail submissions to:

Rogene Hill, Asst. City Manager
Avondale City Hall
11465 West Civic Center Drive
Avondale, AZ 85392.

Please do not staple any materials together. All pages of your application should clearly indicate your name, date and project you are submitting for. Present your materials in the following order.

Annotated Slide List: (typed in Arial 11 pt, 2-page maximum): The slide list must be provided with the artist's name, title or location of work, medium, date of work, dimensions, the corresponding slide number and a short description of slides. Indicate budget where applicable.

Professional Resume (2 page maximum for each team member): Teams must submit a resume for each member.

Proposal (typed in Arial 11 pt, 2 page minimum, 10 page maximum , 11 point pitch, sealed, clearly labeled on the outside, in a binder or similar type of folder) including details regarding:

Theme and Workshops*:* Describe how your art fits the theme and the style of art to be produced. Explain your proposed schedule, process, medium and method by which you will involve the community. Explain your experience in developing and facilitating workshops.

Fabrication and Installation*:* Describe the anticipated fabrication and installation needs for the permanent art. Be sure to include information that will help facilitate the artistic integrity of your work:

a) How much space will the art need?
b) Describe how you envision the installation: will it need wall space, floor space, hanging space, etc?

c) Describe the electrical requirements (describe to the extent that you are knowledgeable. The artist will not be required to determine exact specifications, but must be clear on the desired effect. The exact specifications will be refined at a later date by the architect.)
d) Describe special equipment or other needs.

Preliminary Budget *(typed, one page maximum)* Include a cost estimate for all facets, including but not limited to artist fees, insurance, travel expenses, workshop costs, materials costs, anticipated fabrication and installation costs. Artist is not responsible for actual installation, but installation needs should be noted in your proposal and reflected in your preliminary budget.

Optional Illustrations*:* Two page maximum, 8.5"x11" maximum size limit on illustrations or visual support material to show your proposal.

Three References*:* Include client name, contact name and phone number.

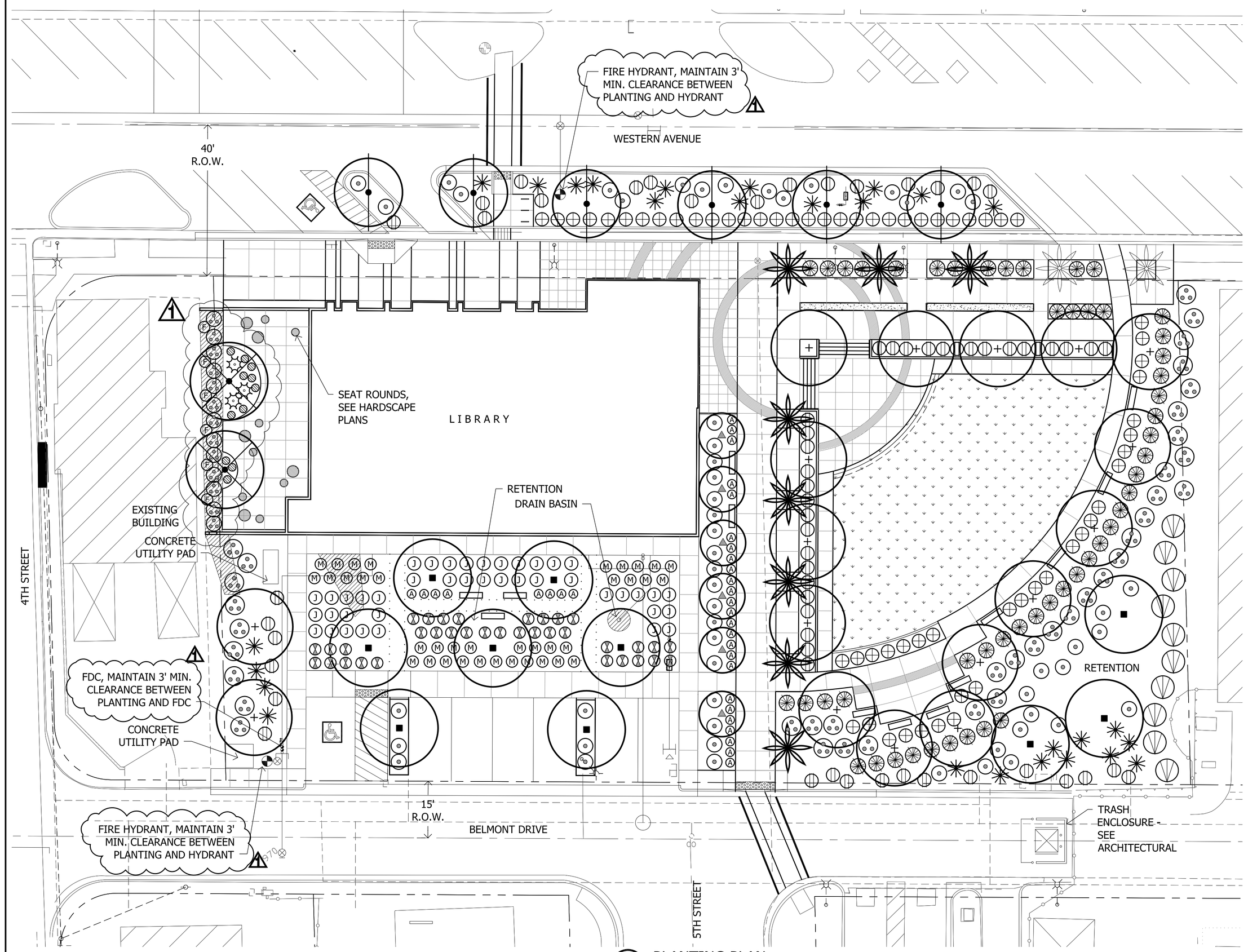
Visual Support Materials: Pages or slides must be annotated, including title or location of work, medium, date of work, and dimensions, the corresponding slide number and include a short description of slides. Indicate budget where applicable.

Other Optional Materials*:* Optional relevant experience and qualifications support information such as articles, catalogs, etc. (1 copy)

S.A.S.E. To have your application materials returned following the competition, include a self-addressed stamped envelope, with accurate postage. **Submissions will be opened simultaneously.**

An in person interview may be requested. Travel expenses for any interviews will be paid for by the artist.

All questions regarding this Call to Artists must be submitted in writing on or before August 18 at 6 P.M. Responses will be published to the Avondale Municipal Web Site. For direct questions contact Rogene Hill, Asst. City Manager rhill@avondale.org or Municipal Arts Committee Chair, Katherine Gillen, cait23@hotmail.com.



1 PLANTING PLAN

SCALE 1/16" = 1'-0"

0' 4' 8' 16' 32'
Scale 1" = 16'-0"

N

PLANT LEGEND - FOR FULL LEGEND, SEE SHEET L2.0

BOTANICAL NAME	COMMON NAME
TREES	
Cercidium praecox	Palo Brea
Dalbergia sissoo	Indian Rosewood
Ulmus parvifolia 'True Green'	Chinese Elm
Prosopis velutina Rio Salado TM	Thornless Mesquite
Washingtonia filifera	California Fan Palm
Washingtonia filifera	California Fan Palm
[SEE PALM TREE PROTECTION SPEC]	
SMALL TREES	
Bauhinia lunaroides	'White' Anacacho Orchid
SHRUBS	
Justicia spicigera	Mexican Honeysuckle
Lantana New Gold TM	Gold Lantana
Lantana montevidensis	Purple Trailing Lantana
Leucophyllum zygophyllum	Cimarron® Sage
Ruellia peninsularis	Baja Ruellia
Tecoma x Sunrise TM	Yellow Bells Variety
ACCENTS	
Aloe brevifolia	Aloe
Agave desmettiana	Tropical Agave
Asclepias subulata	Desert Milkweed
Dasylirion atrioche	Green Desert Spoon
Hesperaloe parviflora	Red Yucca
Yucca rupicola	Twisted Leaf Yucca
GROUNDCOVERS/VINES	
Ficus pumila	Creeping Fig
Hymenoxys acaulis	Angelita Daisy
OTHER	
Midiron Turf - Sod	
no symbol Granite Ground Cover	3/4"-Minus 'Jesse Red', 2" Deep, in all non-paved, non-turf areas within Project Limit
Granite Ground Cover	1"-Screened 'Jesse Red', 2" Deep

Avondale

City of Avondale Old Town Library

Owner:
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323

SMITHGROUP
architecture engineering interiors planning

SMITHGROUP, INC.
455 NORTH THIRD STREET
SUITE 250
PHOENIX, ARIZONA 85004
T 602.265.2200
F 602.265.2244
www.smithgroup.com

Sundt Construction
DESIGN-BUILD CONTRACTOR
1501 W. Fountainhead Pkwy. Ste. 600
Tempe, Arizona 85282
480-293-3000

GBtwo
LANDSCAPE ARCHITECT
6115 N. Cattletrack Rd.
Scottsdale, Arizona 85250
480-991-3384

Dibble & Associates
CIVIL ENGINEER
2633 E. Indian School Rd. Ste. 401
Phoenix, Arizona 85016
602-957-1155

Caruso Turley Scott, Inc.
STRUCTURAL ENGINEER
130 S. Priest Drive
Tempe, Arizona 85281-2593
480-774-1700

ISSUED FOR	REV	DATE
Addendum #1	2	05OCT07
1st Review City Comments	1	12OCT07
Building Permit		20AUG07

SEALS AND SIGNATURES

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 42617
SHARON A. ZIMMERMAN
Expires 10/31/07
ARIZONA, U.S.A.

VICINITY MAP - NOT TO SCALE

DRAWING TITLE
PLANTING PLAN

SCALE 1/16" = 1'-0"

PROJECT NUMBER 19605.001

DRAWING NUMBER L2.1

FILE:N:\Projects\Western Ave Branch Lib\Cad\Current\PL-WLibrary.dwg USER:Sheri DATE:Oct, 11 2007 TIME: 09:12 am

CITY COUNCIL REPORT

SUBJECT:
Agreement with Care 1st Health Plan Arizona for Sponsorship of the Avondale Resource Center

MEETING DATE:
November 3, 2008

TO: Mayor and Council

FROM: Gina Montes, Neighborhood and Family Services Director (623)333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an agreement with Care 1st Health Plan Arizona for sponsorship of the resource and housing center.

BACKGROUND:

In July, the City Council authorized staff to proceed with negotiations for Care1st Health Plan Arizona to fund a resource center in Avondale. Since, then, Care 1st has agreed to a budget and has received approval from their Board of Directors and the Arizona Health Care Cost Containment System (AHCCCS). The former Old Town Library building would be utilized for this purpose. With relatively minor renovations the former Library building can be made into a center to provide convenient, comprehensive human and housing services to the residents of Avondale. The current Annex would be converted into a community meeting room which could be used by City staff and local agencies and organizations providing services in the center. This meeting room would be scheduled and secured by resource center staff.

With funding provided by Care1st, Avondale staff would identify needed human and housing services and recruit agencies which currently provide these services in other parts of the Valley. Use of the building in this way will complement revitalization efforts in the Old Town area and has the potential for attracting other funding sources. All housing services provided by the City will be provided out of this facility, including the Homebuyer Assistance Program, Emergency Home Repair and Housing Rehabilitation. Housing counseling and information on foreclosed properties will also be available.

DISCUSSION:

The center would be managed by staff from the Neighborhood and Family Services Department. The resource center would begin as a two year pilot after which time the decision will be made jointly between Care1st and the City of Avondale to continue or end the center.

Following is the division of responsibilities for the center which is included in the agreement with Care1st:

<u>The City of Avondale will provide the following:</u>

1. Use of the former Old Town Library building on Western Avenue.
2. Use of the furniture currently in the building that will not be used in the new Library.
3. Identification and recruitment of human service and housing service providers to be located in the Resource Center.
4. Management of the Resource Center facility and staff.
5. Day to day oversight of Care1st support staff assigned to the Resource Center.

6. Fiscal oversight of the Resource Center.

Funding from Care1st will allow City staff to:

1. Make minor improvements to the building including paint, carpeting, air conditioning repairs, and network infrastructure.
2. Equip the building with City owned phones, copier, staff computers, public computers, audio-visual equipment, and furniture for a community meeting room.
3. Hire a Resource Center Coordinator, who will be a City employee, who will be supervised by the City's Social Services Manager. This position will be responsible for the day to day operation of the Center and client information and referral services.
4. Janitorial services and supplies.
5. Facility and grounds maintenance including upkeep of the interior garden.
6. General office supplies, meeting supplies, postage, printing, risk management, repair and maintenance of equipment, IT replacement charges, and utilities.

Care1st will directly provide:

1. Annual operating costs for the Resource Center for the two year period specified in the agreement.
2. Two support staff, who will be Care1st employees, who will serve in a reception/clerical capacity and who will be supervised by the City of Avondale's Resource Center Coordinator.
3. Cubicles including installation and maintenance.

Joint City of Avondale and Care1st Responsibilities:

1. Work together to develop a comprehensive marking plan to create awareness of residents in the Southwest Valley of the services provided in the Resource Center.
2. Work together to develop an evaluation plan which will provide both Care1st and the City with accurate, timely, and comprehensive evaluation data.

At the end of the two year agreement period:

1. Care1st may choose to withdraw from the venture and take any equipment/furniture that they have directly purchased.
2. The City may choose to withdraw from the venture.
3. The agreement may be extended.

Care1st will provide $125,000 for start-up costs, $25,000 in in-kind contributions and a minimum of $130,000 per year for each of the two years of the initial agreement. The initial building renovation costs include: new carpeting, interior paint, computer hardware, air conditioning maintenance, exterior signage, and improvements to the interior garden. The in-kind contribution includes work stations that Care 1st will purchase. The annual operating costs include staffing, janitorial services, security guard services, office supplies, marketing, risk management, equipment repair and maintenance, utility costs, and grounds maintenance.

BUDGETARY IMPACT:

No additional General Purpose Funds will be required to open and operate this facility. The facility will be cost neutral to the City.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Care 1st Health Plan Arizona for sponsorship of the resource and housing center.

ATTACHMENTS:

Click to download

- Contract

FINANCIAL ASSISTANCE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARE 1ST HEALTH PLAN ARIZONA, INC.

THIS FINANCIAL ASSISTANCE AGREEMENT (this "Agreement") is made as of November 3, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Care 1st Health Plan Arizona, Inc., an Arizona corporation (the "Provider"). The City and Provider are also referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

A. Provider is a health plan provider that offers healthcare related support and services to eligible members enrolled in programs such as KidsCare, Arizona Health Care Cost Containment System and Arizona's Division of Developmental Disabilities.

B. Provider desires to promote and provide information regarding its services to residents in the southwestern valley region.

C. The City desires to establish a resource center to provide convenient and comprehensive human and housing services (the "Services") to residents of the southwestern valley region (the "Resource Center") in the building that formerly housed the Old Town Library, located at 328 West Western Avenue, Avondale, Arizona (the "Facility").

D. Provider desires to provide funding to the City so that the City can establish and operate the Resource Center, as well as improve and maintain the Facility to accommodate the Resource Center.

E. The Parties desire to enter into this Agreement to set forth their respective rights and obligations with respect to the implementation and operation of the Resource Center.

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. City's Obligations.

a. Facility Use. The City will provide the Facility which will be improved for use as the Resource Center. The City will allow Provider to utilize the Resource Center at no charge for: (i) health education programs; (ii) meetings (A) of Provider's internal staff, (B) between Provider's staff and current or potential enrollees and (C) between Provider's staff and members of the community; and (iii) related to Provider's community outreach activities.

b. Facility Name. The City will name the Resource Center the "Care1st Avondale Resource Center and Southwest Regional Housing Center."

c. Service Providers at Resource Center. The City will, in consultation with Provider, identify, recruit and contract with agencies and organizations that provide human and housing services to operate out of the Resource Center.

d. Resource Center Coordinator. The City will hire a Resource Center Coordinator who will manage the day-to-day operations of the Resource Center, oversee the Resource Center's staff and serve as a liaison for the service providers and clients.

e. Facility Improvements and Operations. The City will facilitate the Facility improvements and arrange for the services that will be paid for by Provider.

f. Reporting Requirements. The City will provide a regular financial reconciliation report accounting for all expenditures to the Provider according to the schedule set forth in the Financial Reporting Schedule, attached hereto as Exhibit B and incorporated herein by reference. Upon request of Provider, the City shall provide receipts or other documentation of expenditures reported as part of the financial reconciliation.

2. Provider's Obligations.

a. Funding for Facility Improvements/Renovation. Provider shall provide funding to the City in the amount of $125,000.00 to enable the City to improve the Facility and establish the Resource Center as set forth in the Payment Schedule, attached hereto as Exhibit A and incorporated herein by reference. This amount will be used to purchase information technology equipment, building improvements, signage, and furniture. Provider shall provide 10 work stations as in-kind contribution valued at approximately $25,000.

b. Funding for Operations. Provider shall provide funding to the City in the amount of $268,473.00 to enable the City to maintain and operate the Resource Center as set forth in Exhibit A. This amount will be used to pay for all items listed in Resource Center budget, which shall be mutually approved by the City and the Provider. If the City's costs exceed the amount as set forth in Exhibit A, Provider shall not be held responsible nor shall it be obligated to provide funding beyond the amount set forth in Exhibit A, unless the Parties have agreed to additional funding pursuant to a written amendment to this Agreement.

c. Support Staff Members. Provider shall provide two support staff members who will work under the supervision of the Resource Center Coordinator.

d. Payment. Provider shall provide the above-mentioned funding to the City in accordance with the Payment Schedule as set forth in Exhibit A.

3. Joint Obligations of the City and Provider.

a. Marketing Plan. The City and Provider will jointly develop a marketing plan to promote the Services provided in the Resource Center to residents in the southwestern valley region.

b. Evaluation Plan. The City and Provider will jointly develop an evaluation plan that will provide both the City and Provider with accurate, timely, and comprehensive evaluation data.

4. 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 December 31, 2010. The Parties may renew this Agreement for successive additional time periods upon expiration of the initial term by written amendment.

5. Termination.

a. For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause 180 days after receipt by Provider of written notice by the City. In the event the City terminates this Agreement for convenience, the City will return to the Provider the balance of any prepaid operating funds.

b. For Cause. If the City fails to perform any obligation pursuant to this Agreement, and fails to cure its nonperformance within 30 days after notice of nonperformance is given by Provider ("Cure Period"), the City will be in default. In the event of such City default, the Provider may terminate this Agreement and will have all remedies which are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the City's nonperformance is such that it cannot reasonably be cured within the Cure Period, then the City will have such additional periods of time as may be reasonably necessary under the circumstances, provided the City immediately commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 120 days (such additional periods up to 120 days shall be referred to as an "Extended Cure Period"). If Provider fails to perform any obligation pursuant to this Agreement, and Provider fails to cure its nonperformance within the Cure Period or Extended Cure Period, as the case may be, the Provider will be in default. In the event of such Provider default, the City may terminate this Agreement and will have all remedies which are available to it at law or in equity, including, without limitation, the remedy of specific performance. If the City terminates this Agreement for cause, the City will refund to Provider any operating funds paid in advance minus employment related costs for the Resource Center Coordinator and other reasonable termination costs. If Provider terminates this Agreement for cause, payment shall be made by the Provider to the City for the undisputed portion of its payment due as of the termination date.

6. Compliance with Applicable Policies. All Resource Center staff members shall at all times comply with all policies of the City in effect at the time of the execution of the Agreement or as adopted from time to time by the City. All Resource Center staff members shall

at all times comply with all policies and procedures of the Resource Center, including all policies related to safeguarding confidential client information. The Parties also agree to comply with all applicable state and federal laws, rules, regulations and executive orders.

7. Relationship and Workers' Compensation. Except as otherwise provided by law, in the performance of duties and activities under this Agreement, all parties hereto will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party. Each Party shall maintain adequate workers' compensation insurance as required by law. To the extent that an employee of one Party performs duties on behalf of the other Party, such employee shall be deemed to be an "employee" of both Parties while performing pursuant to this Agreement solely for purposes of Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue.

8. Indemnification. To the extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any negligent act or willful misconduct of the indemnifying Party or its departments, officers, employees or agents.

9. Miscellaneous.

a. Cancellation for Conflict of Interest. To the extent applicable by provisions of law, the Parties hereto acknowledge that this Agreement is subject to cancellation for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511, the provisions of which are incorporated herein.

b. Amendments; Modifications. This Agreement may be changed, waived or terminated only by an instrument in writing signed by the Party against which enforcement of such change, waiver or termination is sought.

c. No Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision. The waiver of any of the terms and conditions of this Agreement shall be limited to the particular instance involved and shall not continue.

d. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between Provider and the City and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement. No representations have been made to, or relied upon by, either Party or anyone acting for or on behalf of either Party by any person which are not fully and completely set forth herein. Except as otherwise provided in this Agreement, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Provider or the City unless reduced to writing and signed by them.

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

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: 623-333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington Street, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Provider:	Care 1st Health Plan Arizona, Inc. 2355 East Camelback Road, Suite 300 Phoenix, Arizona 85016 Facsimile: 602-778-1863 Attn: Anna Maria Maldonado

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

f. Governing Law; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to its conflict of law provisions. Should a claim be brought by either Party to enforce or to recover on any of the terms and conditions contained in this Agreement, the substantially prevailing Party therein shall be entitled to reasonable attorneys' fee and costs.

g. 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.

h. Records and Audit Rights. Provider's payroll records and any other supporting evidence relating to this Agreement, including the papers of any Provider and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Provider and its subcontractor are complying with the warranty under subsection 9(i) below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit evaluation of the Provider's and its subcontractor's compliance with the Arizona employer sanctions laws referenced in subsection 9(i) below. To the extent necessary for the City to audit Records as set forth in this subsection, Provider hereby waives any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by Provider to the City pursuant to this Agreement. The City shall have access, during normal working hours, to all necessary Provider facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this subsection. The City shall give Provider reasonable advance notice of intended audits. Provider shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

i. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Provider, and its subcontractors performing services related to this Agreement, warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Provider's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

j. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Provider certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or and 35-393, as applicable. If the City determines that the Provider submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 5(b) above.

[SIGNATURES ON FOLLOWING PAGE]

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:

_____
Carmen Martinez, City Clerk

"**Provider**"

CARE 1ST HEALTH PLAN ARIZONA, INC., an Arizona corporation

By:_____

Name:_____

Title:_____

EXHIBIT A
TO
FINANCIAL ASSISTANCE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARE 1ST HEALTH PLAN ARIZONA, INC.

[Payment Schedule]

Item	Amount	Due Date
Funding for Facility Improvements/Renovation	$125,000.00	Upon execution of Agreement
Funding for Operations (January 2009 to December 2009)	$130,229.00	Half due January 1, 2009 Remaining half due July 1, 2009
Funding for Operations (January 2010 to December 2010)	$138,244.00	Half due January 1, 2010 Remaining half due July 1, 2010
TOTAL AMOUNT DUE:	$393,473.00	

EXHIBIT B
TO
FINANCIAL ASSISTANCE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARE 1ST HEALTH PLAN ARIZONA, INC.

[Financial Reporting Schedule]

Item	**Due Date**
Financial Reconciliation of Building Renovations	January 15, 2009
Quarterly Financial Reconciliation Reports	April 15, 2009
	July 15, 2009
	October 15, 2009
	January 15, 2010
Final report on first year funding	February 15, 2010
Quarterly Financial Reconciliation Reports	April 15, 2010
	July 15, 2010
	October 15, 2010
	January 15, 2011
Final report on second year funding	February 15, 2011

CITY COUNCIL REPORT

SUBJECT:
Possible Reconsideration of Conditional Use Permit for Sterling Plaza West

MEETING DATE:
November 3, 2008

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk 623-333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider the possibility of reconsidering the request from Emanuel Scarpinato for a Conditional Use Permit for a child care facility in a property located directly north of the Sam Garcia Western Avenue Library in the OTAB Zoning District. For discussion and direction.

RECOMMENDATION:

For discussion and direction.

ATTACHMENTS:

Click to download

No Attachments Available