CITY COUNCIL AGENDA

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

REGULAR MEETING
April 6, 2009
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

1. Work Session of March 2, 2009
2. Regular Meeting of March 2, 2009
3. Work Session of March 9, 2009
4. Regular Meeting of March 9, 2009
5. Work Session of March 11, 2009

b. FINAL PLAT APPROVAL FOR HILLCREST VILLAGE - FP-06-15

City Council will consider a request from Jaime Colby of Habitat for Humanity of the West Valley for approval of a final plat for Hillcrest Village, a residential subdivision located at the northeast corner of 127th Avenue and Florence Avenue. The Council will take appropriate action.

c. RENEWAL OF AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS

City Council will consider a request to approve the renewal of the agreement with Graffiti Protective Coatings through June 30, 2010, to increase the contract expenditure ceiling to include City facilities and parks in the scope of services provided and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. THIRD CONTRACT AMENDMENT - SOMERSET LANDSCAPING

City Council will consider a request to approve an amendment to the Professional Services with Somerset Landscape Maintenance, Inc. to add various services including Friendship Park and Festival Fields for a total amount of $55,873, and authorize the Mayor or the City Manager and City Clerk to execute the applicable documents. The Council will take appropriate action.

e. PROFESSIONAL SERVICE AGREEMENT – WOOD, PATEL & ASSOCIATES, INC - CDBG STREET AND SIDEWALK IMPROVEMENTS

City Council will consider a request to approve a Professional Service Agreement with Wood,

Patel & Associates, Inc. to provide design services for the CDBG Street and Sidewalk Improvement Project in the Cashion, Las Ligas, Rio Vista, South and Central Avondale areas in the amount of $130,038 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **PROFESSIONAL SERVICE AGREEMENT WITH CAROLLO ENGINEERING FOR VAN BUREN WATER LINE CONSTRUCTION QUALITY CONTROL**
City Council will consider the approval of a Professional Services Agreement with Carollo Engineering for Quality Control Services related to the Van Buren Waterline and Related Improvements, in an amount not to exceed $49,500, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **RESOLUTION 2816-409 - TERMINATING AN IGA WITH CITY OF PHOENIX FOR FIRE DEPARTMENT PHYSICALS**
City Council will consider a resoluion terminating the Intergovernmental Agreement with City of Phoenix Fire Department to provide physical exams for the Avondale Fire Department. The Council will take appropriate action.

h. **RESOLUTION 2815-409 - SECOND RENEWAL OF THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO OPERATE THE COMMUNITY ACTION PROGRAM**
City Council will consider a Resolution authorizing the second of two renewals of an Intergovernmental Agreement with Maricopa County to receive a grant in the amount of $116,762 to operate the Community Action Program (CAP) during Fiscal Year 2009-2010 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **RESOLUTION 2814-409 - AUTHORIZING A GRANT APPLICATION FOR JOB ACCESS AND REVERSE COMMUTE TRANSPORTATION PROGRAM FUNDS FOR START ROUTE 131 FY 2009**
City Council will consider aa resolution supporting the submittal of a grant proposal to Arizona Department of Transportation Public Transportation Division for the Rural and Small Urban Application Section 5316, Job Access and Reverse Commute Transportation Program for START Route 131, in the amount of $204,000 with a 50% match requirement and authorize the Mayor or City Manager to execute the necessary documents. The Council will take appropriate action.

j. **ORDINANCE 1359-409 - ACCEPTING SEWER EASEMENT FROM FLOOD CONTROL DISTRICT ALONG WEST BANK OF AGUA FRIA NORTH OF LOWER BUCKEYE**
City Council will consider an ordinance accepting easement for the purpose of constructing and maintaining a wastewater pipeline located along the west bank of the Agua Fria River levee north of Lower Buckeye Road and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. **ORDINANCE 1360-409 - AUTHORIZING THE ACQUISITION OF REAL PROPERTY NECESSARY FOR THE ELM LANE DRAINAGE IMPROVEMENTS PROJECT**
Staff is requesting that the City Council approve an ordinance authorizing the acquisition by dedication, purchase or condemnation of real property necessary for the Elm Lane Drainage Mitigation Project, and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

4 **PUBLIC HEARING - CONDITIONAL USE PERMIT - APPLES OF GOLD HOME DAYCARE FACILITY - CU-08-6**

City Council will hold a public hearing and consider a request from Ms Blanca Uvari for a Conditional Use Permit for a home daycare facility for five to ten children at a single family residence located at the southeast corner of Buckeye Road and El Mirage Road. The Council will take appropriate action.

5 **RESOLUTION 2817-409 - REGIONAL WIRELESS COOPERATIVE IGA**

City Council will consider a resolution approving an Intergovernmental Agreement with the Regional Wireless Cooperative to allow Avondale's participation in the Cooperative and authorize the Mayor or City Manager and City Clerk to execute the neceesary documents. The Council will take appropriate action.

6 EXECUTIVE SESSION

a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(1) for discussion regarding the City Manager's evaluation.

7 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

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:
April 6, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

1. Work Session of March 2, 2009
2. Regular Meeting of March 2, 2009
3. Work Session of March 9, 2009
4. Regular Meeting of March 9, 2009
5. Work Session of March 11, 2009

ATTACHMENTS:

Click to download

No Attachments Available

DEVELOPMENT SERVICES

SUBJECT:
Final Plat Approval for Hillcrest Village - FP-06-15

MEETING DATE:
April 6, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

REQUEST: Final Plat approval for Hillcrest Village residential subdivision

PARCEL SIZE: 8.74 acres

LOCATION: NEC 127th Ave and Florence Street

APPLICANT: Jaime Colby, Habitat for Humanity of the West Valley 623-243-0432

OWNER: Habitat for Humanity of the West Valley

BACKGROUND:

The subject property was annexed on August 6, 1990. It was subsequently zoned R1-6 (Single Family Residential) on August 21, 1990. The General Plan designation is Medium Density Residential (2.5 to 4 dwelling units per acre).

A minor land division was approved on May 17, 2005. The minor land division divided an existing residence from the proposed Hillcrest Village subdivision.

A preliminary plat was approved by the City Council on October 16, 2006. The approved preliminary plat provided for a 37 lot subdivision at a density of 4.23 dwelling units per acre.

SUMMARY OF REQUEST:

1. The proposed final plat includes 37 single-family lots on 8.74 acres. The density is 4.23 dwelling units per acre. Lot sizes range from 5,791square feet to 9,946 square feet with an average lot size of 7,363 square feet.
2. Access to the subdivision will be provided from Florence Street and 127th Avenue. Thirteen of the lots will directly access Florence Street and 127th Avenue. The other twenty-one lots will have access to Superior Avenue and 126th Drive, which will run through the subdivision.
3. Tract A is proposed to be a 32,782 square foot open space tract internal to the subdivision. The final plat dedicates the tract as open space that will be maintained by the Homeowners Association. The open space area will be landscaped with turf and decomposed granite, and will contain play equipment, picnic areas, and shade structures.
4. As Tract A will be the primary open space amenity, it will also serve as a retention basin. Onsite retention for the site will be directed to Tract A. Two 6' wide private drainage easements are provided at the west end of Tract A to serve as an outlet for overflow storm water. The remaining retention will follow historic flows along 127th Avenue and Florence Street.

PARTICIPATION:

Public notification and hearing is not required for final plats. The Littleton Elementary and Tolleson

Union High School Districts were notified of the final plat application on December 1, 2006. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Final Plats.

ANALYSIS:

- The General Plan designation is Medium Density Residential (2.5 – 4 dwelling units per acre). The proposed subdivision density of 4.23 dwelling units per acre exceeds the land use category but is allowed by the existing zoning. The proposed subdivision meets the land use goals of the General Plan by providing infill development. The final plat meets the requirements of the R1-6 district. The proposed final plat complies with the City of Avondale Subdivision Regulations.
- The final plat is generally consistent with the approved preliminary plat. The number of lots, amount of open space, type of amenities and basic layout is the same. The northern property lines of lots 13 through 18 were adjusted 20' south to allow for the creation of a public sewer easement over an existing sanitary sewer line serving the property to the north.
- The final plat provides proper lotting and block configuration. The final plat includes 0.753 acres of open space, which is approximately 8.6% of the entire subdivision. The open space area substantially matches the open space area of the approved preliminary plat. Additionally, the open space area meets the goals of the Single-Family Design Manual by providing a large, centrally-located, active open space area that is easily accessible by all lots within the subdivision.
- Per Stipulation 6 of the preliminary plat approval, 'No Parking' signs will be installed adjacent to lots 2, 18, 19, and 30 at the entrances to the subdivision.
- The preliminary plat included landscaped entry medians at the two entrance intersections of the subdivisions. These medians have been removed from the final plat in order to reduce construction cost and to provide additional square footage to the adjacent corner lots.
- The subdivision will be constructed in three phases to help reduce construction costs. The first phase will consist of construction of Florence Street, all lots fronting on Florence Street, and the mass grading of the entire development. The second phase will consist of the construction of 127th Avenue and all lots adjacent to 127th Avenue. The third phase will consist of the construction of the interior streets, all interior lots, and the construction of the open space area.

FINDINGS:

The proposed final plat meets the following findings:

- It will encourage infill development.
- It meets the requirements of the R1-6 Zoning District.
- It conforms to the Subdivision Regulations.
- It is consistent with the preliminary plat except for the minor variations noted in the staff report.

RECOMMENDATION:

Staff recommends APPROVAL subject to the following stipulations:

1. The recorded plat shall be in conformance with the final plat date stamped March 18, 2009, except as modified by these stipulations.
2. All engineering plans shall be approved by the City Engineer prior to the recordation of the final plat and within 90 days of final plat approval by the City Council.
3. Phasing of improvements shall comply with the phasing plan approved with the engineering plans.
4. Homebuilders shall inform prospective homebuyers by affidavit of the proximity of Phoenix International Raceway (PIR) and the nature of the periodic events that occur there. A map showing the location of PIR in relation to the subdivision, and the primary routes used by event traffic, shall be

prominently displayed in the model home sales office. A note stating that the subdivision is located within three (3) miles of PIR shall be included in the CC&R's recorded for the subdivision.

5. 'No parking' signs are required adjacent to lots 2, 18, 19, and 30 where the entrance intersections are located.
6. Potential homebuyers shall be informed by CC&R's, affidavit, and posted notice in the model home sales office of the following:

- The location of Rudd substation and adjacent transmission lines
- The proximity to existing dairy farms and associated odors
- The future location of State Route 801.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** application FP-06-15, a final plat for the Hillcrest Village, subject to the stipulations recommended by staff.

ATTACHMENTS:

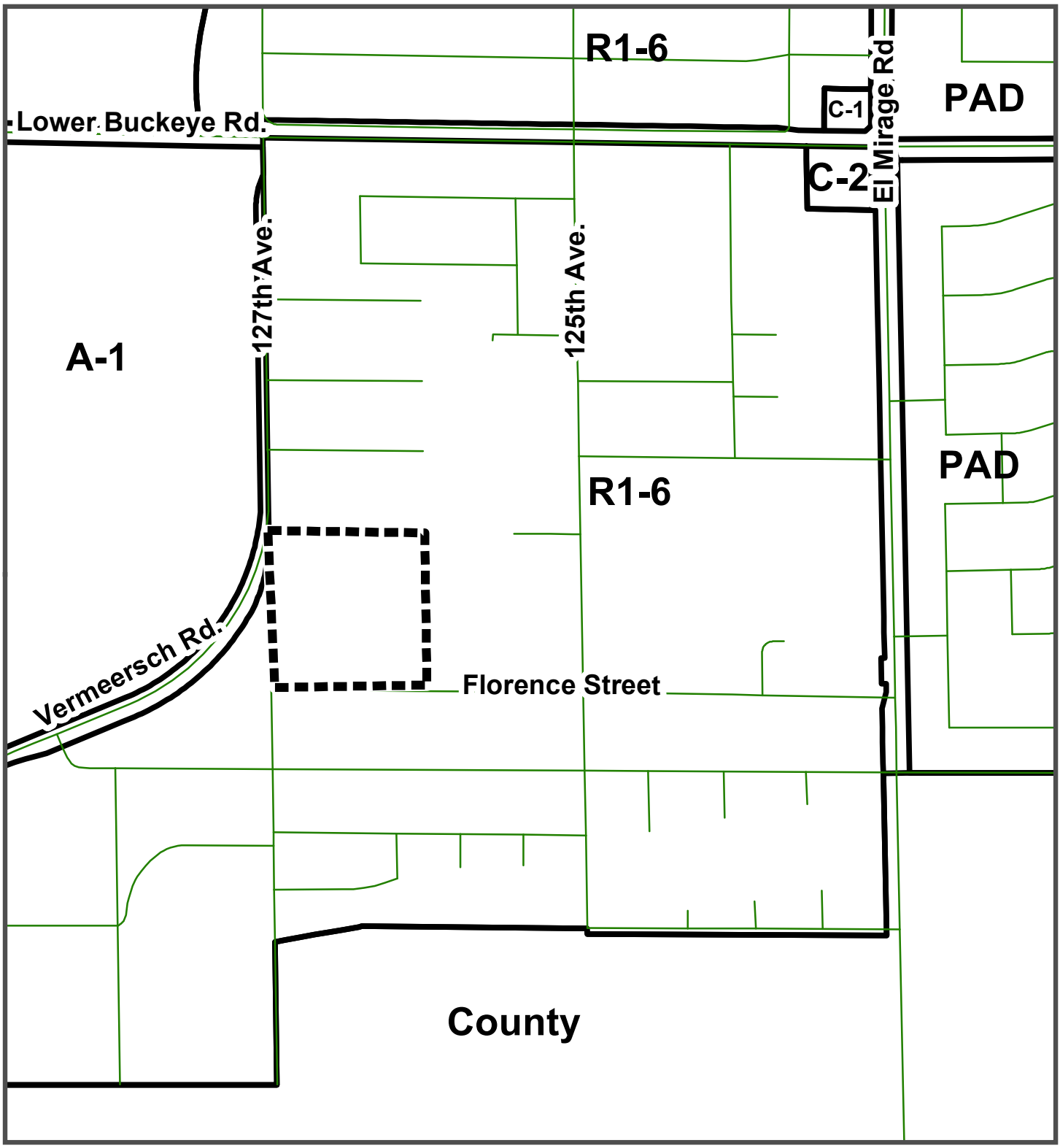
Click to download

- Exhibit A Zoning Map
- Exhibit B Aerial Photo
- Exhibit C Summary of Related Facts
- Exhibit D Approved Preliminary Plat
- Exhibit E Preliminary Plat Approval Letter
- Exhibit F Hillcrest Village Final Plat
- Exhibit G Phasing Plan

PROJECT MANAGER:

Scott Wilken, Senior Planner, 623-333-4016

Exhibit A



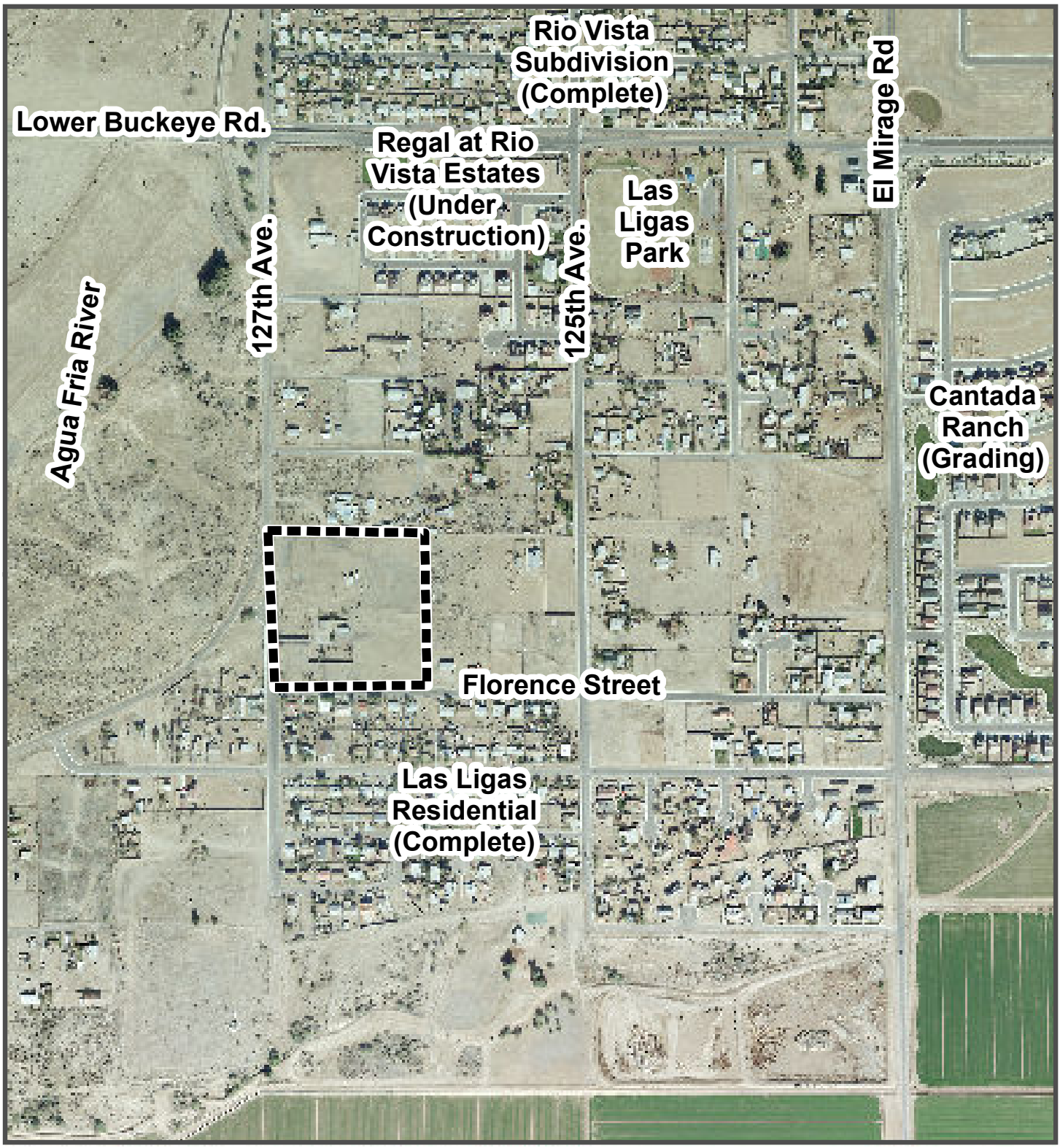
FP-06-15
Zoning Vicinity Map

Avondale

Subject Property

I

Exhibit B



FP-06-15

Aerial Photo 2008

Avondale

Subject Property

EXHIBIT C

SUMMARY OF RELATED FACTS
APPLICATION FP-06-15

THE PROPERTY	
PARCEL SIZE	8.74 acres
LOCATION	Northeast corner of 127th Avenue and Florence Street
PHYSICAL CHARACTERISTICS	None
EXISTING LAND USE	Vacant
EXISTING ZONING	R1-6 (single family residential, detached)
ZONING HISTORY	Rezoned from AG to R1-6 on August 21, 1990
DEVELOPMENT AGREEMENT	None

SURROUNDING ZONING AND LAND USE	
NORTH	R1-6, Single Family Residential
EAST	R1-6, Single Family Residential
SOUTH	R1-6, Single Family Residential
WEST	A-1, currently vacant

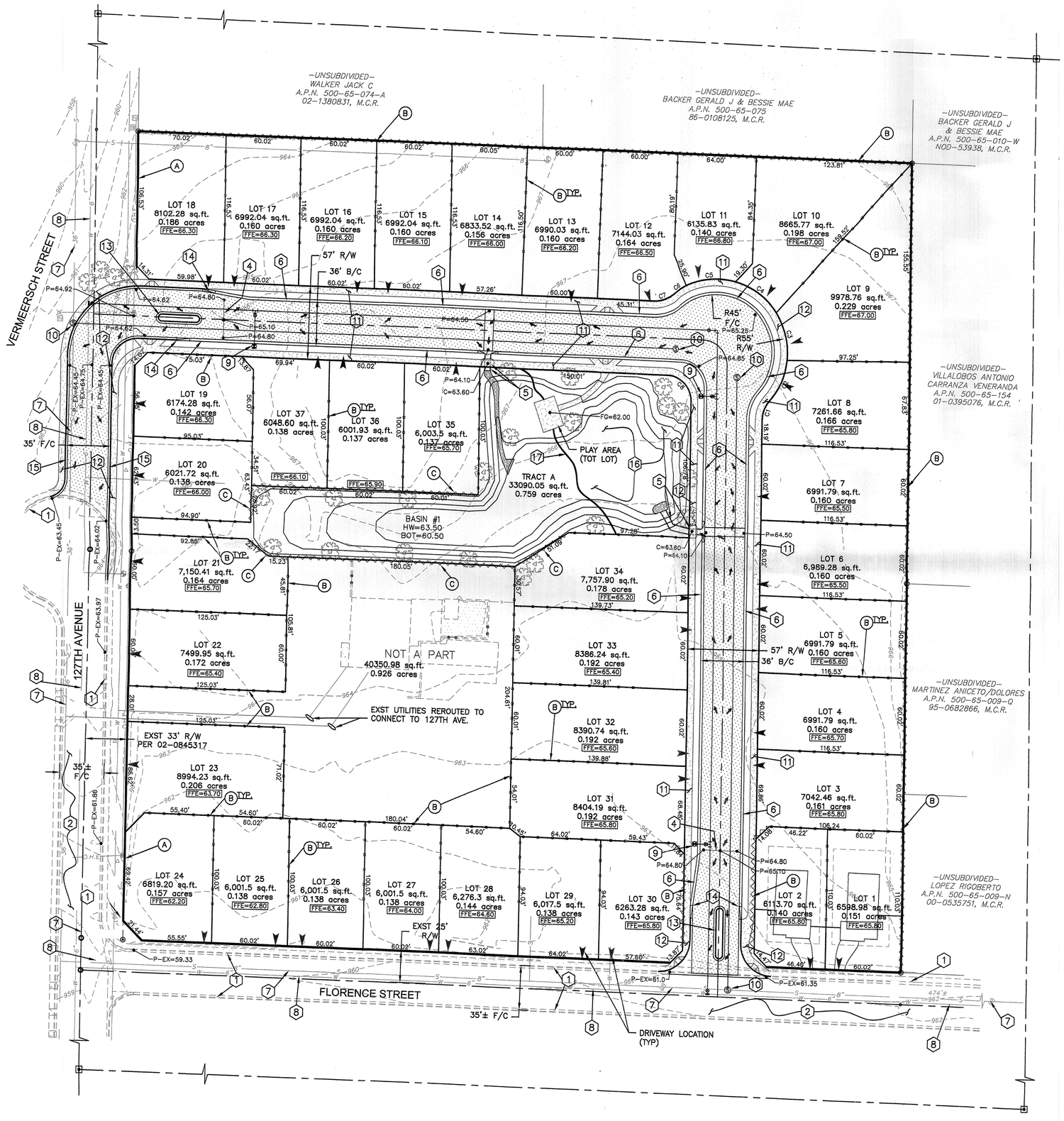
GENERAL PLAN
Medium Density Residential (2.5 to 4 dwelling units per acre)

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District, Tolleson Union High School District
ELEMENTARY SCHOOL	Littleton Elementary
HIGH SCHOOL	La Jolla Community High School

STREETS	
Florence Street	
Classification	Collector
Existing half street ROW	40 feet
Standard half street ROW	40 feet
Existing half street improvements	2 paved lanes, 32' to back of curb, gutter, 4' sidewalk, streetlights
Standard half street improvements	One traffic lane with half a center turn lane, bike lane, curb and gutter, attached sidewalk and landscaping.

STREETS	
127th Avenue	
Classification	Collector
Existing half street ROW	40 Feet
Standard half street ROW	40 Feet
Existing half street improvements	2 paved lane, 20' to back of curb, gutter, 5' sidewalk, streetlights
Standard half street improvements	One traffic lane, curb, gutter, sidewalk, landscaping and streetlights.

Utilities
There is a 6" waterline along 127th Avenue and 6" waterline along Florence Street There is an 8" sewer service line that runs along 127th Avenue.



KEYNOTES

1. EXISTING CURB AND GUTTER
2. EXISTING ASPHALT
3. NOT USED THIS SHEET.
4. ASPHALT GRADE BREAK
5. NEW CONCRETE SCUPPER AND CHANNEL
6. NEW 24" ROLL CURB.
7. EXISTING SEWER LINE
8. EXISTING WATER LINE
9. NEW FIRE HYDRANT
10. NEW SEWER MANHOLE
11. NEW 5' DETACHED SIDEWALK
12. NEW 5' ATTACHED SIDEWALK, FLUSH WITH CURB
13. NEW MEDIAN. SEE ROUND-A-ABOUT DETAIL ON SHEET C2.03.
14. TRANSITION BETWEEN ROLL CURB AND VERTICAL CURB AND GUTTER.
15. NEW CURB AND GUTTER
16. TURF AREA
17. EXTENTS OF TURF AREA.

WALL NOTES

- (A) 8x8x16 CMU SCREEN WALL. SEE LANDSCAPE PLANS FOR ELEVATIONS.
- (B) 4x8 FENCE BLOCK. SEE LANDSCAPE PLANS FOR ELEVATIONS.
- (C) VIEW FENCING. OPTIONAL PER PLAN.

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

NORTH

COTTRELL ENGINEERING GROUP, INC.
2001 N. 3rd. ST. #206 PHOENIX, AZ 85004
PH: (602) 307-5281 FAX: (602) 307-5361

CEG JOB# - 030062

HILLCREST VILLAGE RESIDENTIAL SUBDIVISION

AVONDALE, ARIZONA

DATE: 06/29/06
SCALE: 1"=40'

CHECKED BY: NJC
DRAWN BY: TH
PROJECT #: C05062

PRELIMINARY PLAT

Registered Professional Engineer CERTIFICATE NO. 34081 NATHAN J COTTRELL DATE SIGNED 06/29/06 ARIZONA U.S.A.

SHEET 2 OF 3

C2.02

City of Avondale

Planning and Building Services
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6806
Phone: (623) 478-3330
Fax: (623) 478-3824
TDD: (623) 478-3494
Website: www.avondale.org

October 19, 2006

Doug Parker
Habitat for Humanity
17749 N. El Mirage Road
Surprise, AZ 85374

RE: Hillcrest Village (PP-05-2)
City Council APPROVAL

Mr. Parker;

I am pleased to inform you that on October 16, 2006 your request for preliminary plat approval for the Hillcrest Village at 127th Avenue and Florence Street was approved by the City Council subject to the following stipulations:

1. Development shall conform to the Hillcrest Village Preliminary Plat date stamped August 25, 2006 and the Hillcrest Village Preliminary Landscape Plan date stamped August 25, 2006, except as modified by these stipulations.

2. The applicant shall be responsible for the construction of the extension and modification of the existing cul-de-sac for 127th Avenue as determined by the City Engineer.

3. Potential homebuyers shall be informed by CC&R's, affidavit, and posted notice in the model home sales office of the following:

   a. The location of Rudd substation and adjacent transmission lines.
   b. The proximity to existing dairy farms and associated odors.
   c. The future location of State Route 801.

4. Homebuilders shall inform prospective homebuyers by affidavit of the proximity of Phoenix International Raceway (PIR) and the nature of the periodic events that occur there. A map showing the location of PIR in relation to the subdivision, and the primary routes used by event traffic, shall be prominently displayed in the model home sales office. A note stating that the subdivision is located within three (3) miles of PIR shall be shown on the final plat and in the CC&R's recorded for the subdivision.

5. Final Landscape Plans shall be reviewed and approved prior to approval of the final plat.

6. 'No parking' signs are required adjacent to lots 2, 18, 19, and 30 where the median entrances are located.

7. The landscape medians, Tract A, and the landscape strip between the back of curb and the sidewalk on the internal street shall be maintained by the future Homeowner's Association.

8. All walls adjacent to Tract A shall be constructed of 8" wide block. This shall not preclude the view fence shown on the landscape plan.

Additionally, City Council was concerned with the species of trees (Palo Verde) to be used throughout the community. At time of final landscape plan, please provide a different species of tree.

It has been a pleasure to work with you on this exciting project and I look forward to working with you again in the future. If you have any questions, please contact me at (623) 478-3355.

Sincerely,

Megan Neal
Planner I

Enclosures
Copy of Approved Pre-Plat, Landscape Plan

FINAL PLAT
FOR
'HILLCREST VILLAGE'
A SUBDIVISION OF

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23 TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA)
)ss
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT HABITAT FOR HUMANITY CENTRAL ARIZONA, "OWNER", HAS SUBDIVIDED UNDER THE NAME "HILLCREST VILLAGE", A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23 TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HERON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "HILLCREST VILLAGE" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE PUBLIC FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE PUBLIC A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, PARKS, AND PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION FORMED BY THE OWNER AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2009.

HABITAT FOR HUMANITY CENTRAL ARIZONA

BY: _____

ITS: _____

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
)ss
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____ 2009, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF 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 HEREUNTO SET MY HAND AND OFFICIAL SEAL

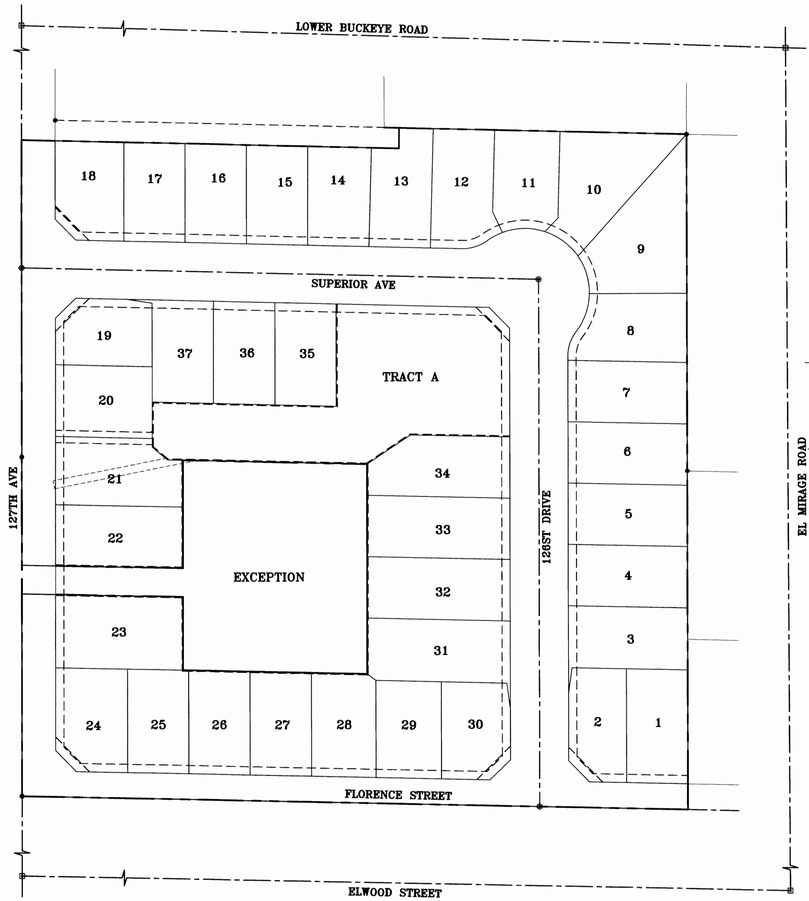
BY: _____
NOTARY PUBLIC MY COMMISSION EXPIRES

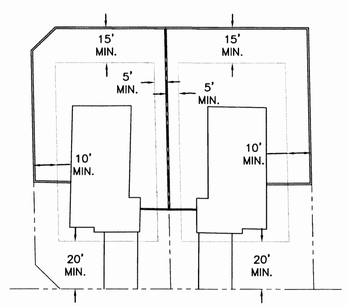
RATIFICATION:

HABITAT FOR HUMANITY CENTRAL ARIZONA, AS OWNER PER DEED _____, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, DOES HEREBY RATIFY THE ABOVE DEDICATION TO A HOME OWNERS ASSOCIATION WHICH WILL BE CREATED FOLLOWING FINAL APPROVAL OF THIS SUBDIVISION PLAT. ON THIS _____ DAY OF _____ 2009, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF 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 HEREUNTO SET MY HAND AND OFFICIAL SEAL

BY: _____
NOTARY PUBLIC MY COMMISSION EXPIRES





PROPERTY SETBACKS (TYP.)
N.T.S.

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.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- MONUMENT LINE
- BRASS CAP FLUSH
- LOT CORNER
- EASEMENT CORNER
- CORNER OF SUBDIVISION
- FOUND BRASS CAP FLUSH
- FOUND BRASS CAP IN HH

SHEET INDEX

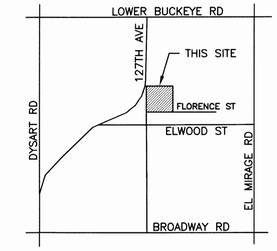
C9.01 – COVER SHEET
C9.02 – FINAL PLAT

LEGAL DESCRIPTION

SEE SHEET 2 OF 2 FOR PROPERTY LEGAL DESCRIPTION.

SITE DATA

CURRENT ZONING:	R1-6
GROSS AREA:	380,654.90 SF (8.7386 AC)
NET AREA:	344,988.67 SF (7.9199 AC)
# OF LOTS:	37
DENSITY:	4.23 DU/AC
% OPEN SPACE:	11.5%
MIN LOT SIZE:	5791.82 SF
MAX LOT SIZE:	9946.79 SF
AVG SIZE OF LOTS:	6847.96 SF



VICINITY MAP
SCALE: NTS

NOTES

1. ALL LANDSCAPING WITHIN THE LOCAL, COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY _____ HOMEOWNERS 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 INSTALLED 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. THE DEVELOPER IS RESPONSIBLE FOR THE CONSTRUCTION OF THE EXTENSION AND MODIFICATION OF THE EXISTING CUL-DE-SAC FOR 127TH AVENUE AS DETERMINED BY THE CITY ENGINEER.

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND DIVISION OF PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY, YEAR 2009. THAT THIS SURVEY IS COMPLETE AS SHOWN, THAT THE MONUMENTS AND LOT CORNERS SHOWN ACTUALLY EXIST OR WILL BE PERMANENTLY SET BY COMPLETION OF CONSTRUCTION. THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO BE ENABLED THE SURVEY TO BE RETRACED.

BRETT L. NOWACKI R.L.S. #41896

DATE 2/12/09

APPROVALS:

APPROVED BY THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____ DAY OF _____, 2009

MAYOR _____ DATE _____

ATTEST, CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

OWNER
HABITAT FOR HUMANITY CENTRAL AZ.
9133 NW. GRAND AVE. STE 1
PEORIA, AZ. 85345
(623) 583-2417
CONTACT: DUANE CONGLETON

ENGINEER
EST, INC
1111 N. 3RD. ST.
PHOENIX, AZ. 85004
(602) 385-1693
CONTACT: NATE COTTRELL

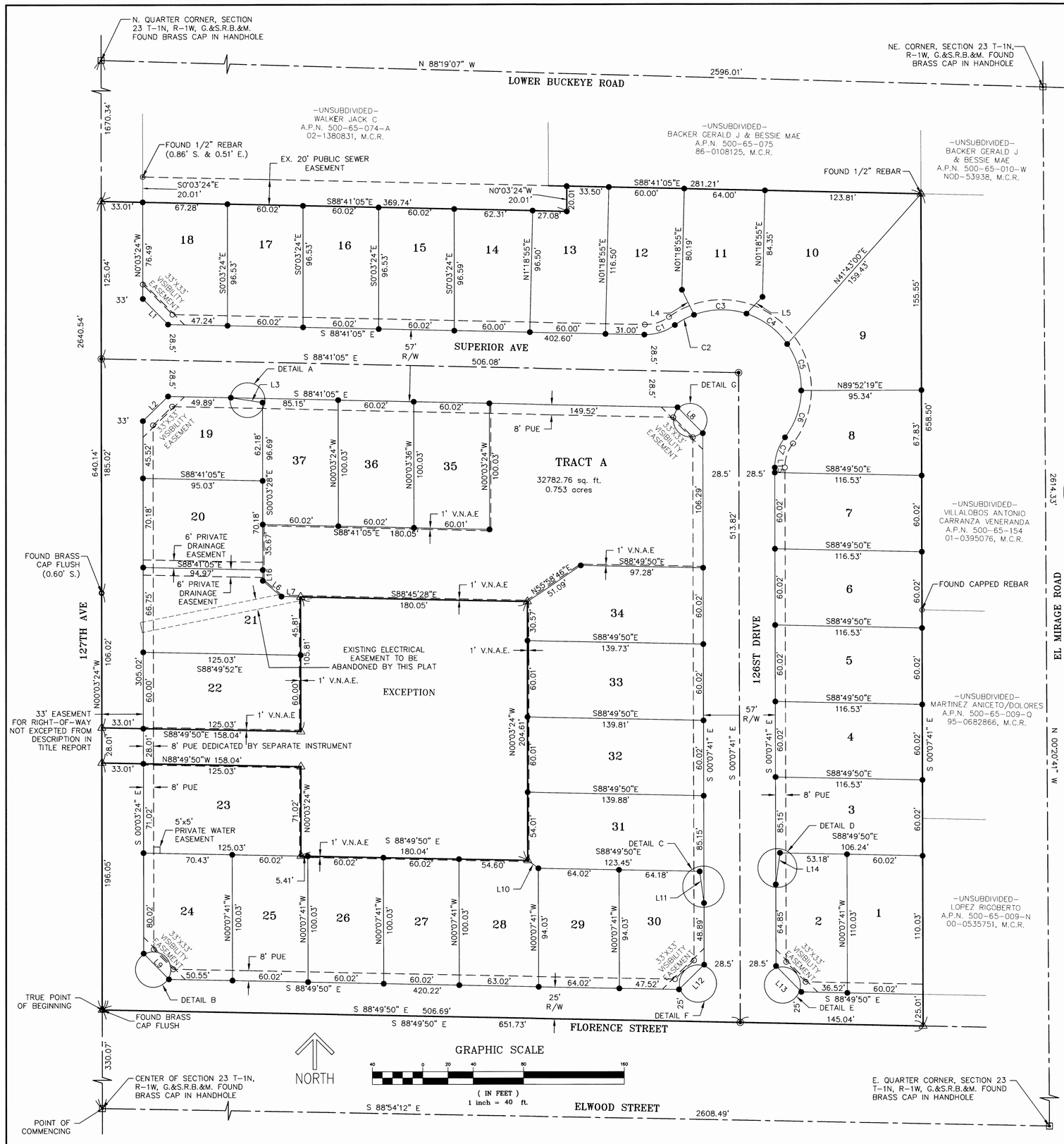
HILLCREST VILLAGEX E08-051

HILLCREST VILLAGE
FINAL PLAT
NE CORNER FLORENCE STREET & 127TH AVE.
AVONDALE, ARIZONA

DRAWN BY:	N.E.B.
CHECKED BY:	NATE C.
DATE:	02/12/09
SCALE:	N/A
PROJECT #:	E08-051
LAST MODIFIED:	02/12/09
LAST MODIFIED BY:	N.E.B.

Engineering & Surveying Technologies, Inc.
1111 N. 3rd Street, Phoenix, Arizona 85004
Tel.: (602) 385-1693, Fax: (602) 385-1698

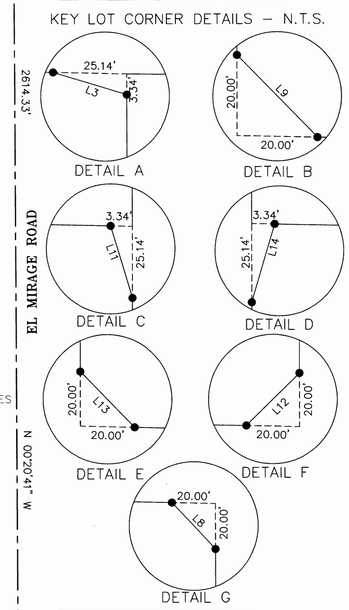
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41896
BRETT L. NOWACKI
EXPIRES 12/31/09
ARIZONA U.S.A.



LOT TABLE

LOT	S.F.	ACRES	WIDTH	DEPTH
1	6601.69	0.152	60.0	110.0
2	5973.60	0.137	56.5	110.0
3	7033.72	0.161	60.0	116.5
4	6991.79	0.161	60.0	116.5
5	6991.79	0.161	60.0	116.5
6	6991.79	0.161	60.0	116.5
7	6991.79	0.161	60.0	116.5
8	7058.37	0.162	66.7	116.5
9	9946.79	0.228	–	114.5
10	8663.02	0.199	–	121.5
11	6046.14	0.139	64.0	116.5
12	7000.10	0.161	60.0	116.5
13	6453.18	0.148	60.0	107.7
14	5901.66	0.135	59.6	94.9
15	5791.82	0.133	60.0	96.5
16	5791.88	0.133	60.0	96.5
17	5791.94	0.133	60.0	96.5
18	6292.31	0.144	67.3	96.5
19	5981.92	0.137	65.5	100.0
20	6664.14	0.153	63.4	100.0
21	7792.01	0.179	60.0	100.0
22	7499.95	0.172	60.0	100.0
23	8877.03	0.204	71.0	100.0
24	6848.92	0.157	70.4	100.0
25	6001.54	0.138	60.0	100.0
26	6001.54	0.138	60.0	100.0
27	6001.54	0.138	60.0	100.0
28	6276.29	0.144	63.0	100.0
29	6017.55	0.138	64.0	100.0
30	6104.83	0.140	67.5	100.0
31	8411.89	0.193	60.0	139.8
32	8390.74	0.193	60.0	139.8
33	8386.24	0.193	60.0	139.8
34	7757.90	0.178	60.0	139.7
35	6001.50	0.138	60.0	100.0
36	6001.93	0.138	60.0	100.0
37	6043.59	0.139	60.0	100.0

KEY LOT CORNER DETAILS – N.T.S.



LINE TABLE

LINE	LENGTH	BEARING
L1	28.68	S44°23'00"E
L2	27.94	N45°37'45"E
L3	25.44	S81°08'54"E
L4	22.03	S25°41'29"E
L5	18.42	N43°32'20"E
L6	19.32	S49°55'49"E
L7	15.23	S88°45'28"E
L8	28.64	S44°24'23"E
L9	28.59	S44°26'37"E
L10	10.45	S53°47'26"E
L11	25.43	S7°39'58"E
L12	27.96	N45°31'14"E
L13	28.61	S44°27'34"E
L14	25.28	N7°27'17"E
L15	4.00	N0°07'41"W
L16	8.54	S00°03'28"E

CURVE TABLE

CURVE	LENGTH	RADIUS	Δ
C1	25.86	39.50	37°30'47"
C2	17.26	63.00	15°41'49"
C3	42.45	63.00	38°36'36"
C4	41.06	63.00	36°23'06"
C5	39.00	63.00	35°28'04"
C6	40.00	63.00	36°22'31"
C7	25.84	39.50	37°29'16"

LEGAL DESCRIPTION

PARCEL 1:
THE WEST HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH 20.00 FEET OF THE WEST 369.63 FEET; AND ALSO

EXCEPT THE WEST 33 FEET FOR ROAD PURPOSES;

PARCEL 2:
THE WEST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 33 FEET FOR ROAD PURPOSES; AND ALSO

EXCEPT THE SOUTH 25 FEET FOR ROAD PURPOSES; AND ALSO

EXCEPT A PORTION OF THE WEST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HANDHOLE AT THE INTERSECTION OF ELWOOD STREET AND 127TH AVENUE MARKING THE CENTER OF SECTION 23 FROM WHICH A BRASS CAP IN HANDHOLE AT THE INTERSECTION OF 127TH AVENUE AND LOWER BUCKEYE MARKING THE NORTH QUARTER CORNER OF SECTION 23 BEARS N00°03'24"W A DISTANCE OF 2640.54 FEET, SAID LINE BEING THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 AND THE BASIS FOR THE BEARING IN THIS DESCRIPTION:

THENCE N00°03'24"W A DISTANCE OF 526.12 FEET;
THENCE S88°49'50"E A DISTANCE OF 33.01 FEET TO A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER AND THE POINT OF BEGINNING;
THENCE N00°03'24"W A DISTANCE OF 28.01 FEET ALONG SAID PARALLEL LINE;
THENCE S88°49'50"E A DISTANCE OF 125.03 FEET;
THENCE N00°03'24"W A DISTANCE OF 105.81 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER;
THENCE S88°45'28"E A DISTANCE OF 180.05 FEET ALONG SAID NORTH LINE;
THENCE S00°03'24"E A DISTANCE OF 204.61 FEET;
THENCE N88°49'50"W A DISTANCE OF 180.04 FEET;
THENCE N00°03'24"W A DISTANCE OF 71.02 FEET;
THENCE N88°49'50"W A DISTANCE OF 125.03 FEET TO THE POINT OF BEGINNING;

PARCEL 1 TOGETHER WITH PARCEL 2 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HANDHOLE AT THE INTERSECTION OF ELWOOD STREET AND 127TH AVENUE MARKING THE CENTER OF SECTION 23:

THENCE N00°03'24"W, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 ALSO KNOWN AS THE MONUMENT LINE FOR 127TH AVENUE, A DISTANCE OF 330.07 FEET TO THE INTERSECTION OF THE WEST LINE OF THE NORTH EAST QUARTER OF SAID SECTION 23 AND THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 ALSO KNOWN AS THE MONUMENT LINE FOR FLORENCE AVENUE AND THE TRUE POINT OF BEGINNING;
THENCE S88°49'50"E, DEPARTING SAID WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 651.73 FEET TO THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 AND THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;
THENCE N00°07'41"W, DEPARTING SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 658.50 FEET TO THE INTERSECTION OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 AND THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;
THENCE N88°41'05"W, DEPARTING SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 281.21 FEET;
THENCE S00°03'24"E, DEPARTING SAID NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 20.01 FEET;
THENCE N88°41'01"W A DISTANCE OF 369.74 FEET TO A POINT ON THE THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 ALSO KNOWN AS THE MONUMENT LINE FOR 127TH AVENUE;
THENCE S00°03'24"E, ALONG THE THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 416.08 FEET;
THENCE S88°49'50"E, DEPARTING SAID WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 158.04 FEET;
THENCE N00°03'24"W A DISTANCE OF 105.81 FEET;
THENCE S88°45'28"E A DISTANCE OF 180.05 FEET;
THENCE S00°03'24"E A DISTANCE OF 204.61 FEET;
THENCE N88°49'50"W A DISTANCE OF 180.04 FEET;
THENCE N00°03'24"W A DISTANCE OF 71.02 FEET;
THENCE N88°49'50"W A DISTANCE OF 158.04 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;
THENCE S00°03'24"E, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 196.05 FEET TO THE TRUE POINT OF BEGINNING.

OWNER
HABITAT FOR HUMANITY CENTRAL AZ.
9133 NW. GRAND AVE. STE 1
PEORIA, AZ. 85345
(623) 583-2417
CONTACT: DUANE CONGLETON

ENGINEER
EST, INC
1111 N. 3RD. ST.
PHOENIX, AZ. 85004
(602) 385-1693
CONTACT: NATE COTTRELL

HILLCREST VILLAGE E08-051

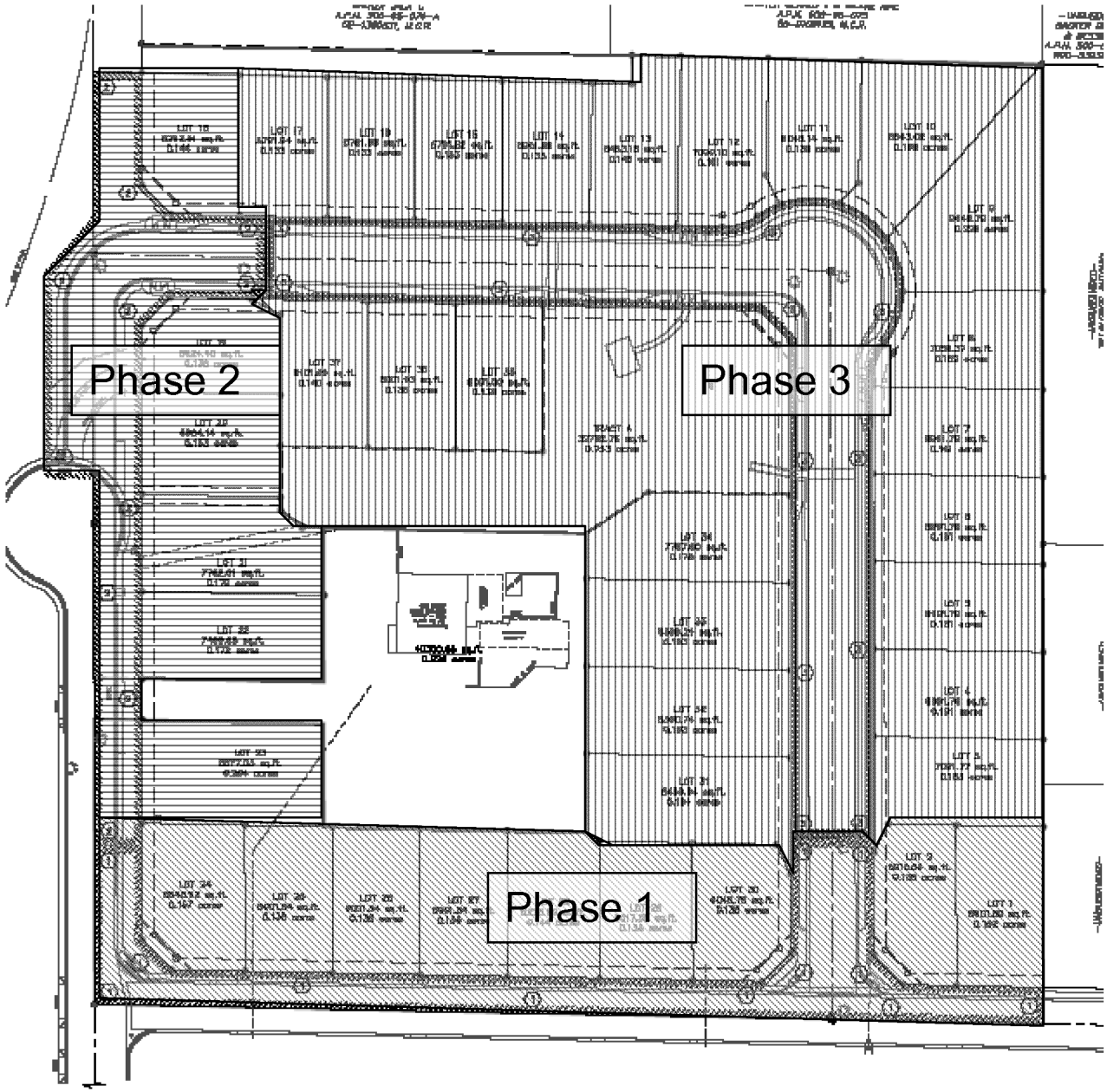
HILLCREST VILLAGE FINAL PLAT

NE CORNER FLORENCE STREET & 127TH AVE.
AVONDALE, ARIZONA

DRAWN BY:	N.E.B.
CHECKED BY:	NATE C.
DATE:	02/12/09
SCALE:	N/A
PROJECT #:	E08-051
LAST MODIFIED:	02/12/09
LAST MODIFIED BY:	N.E.B.

EST Engineering & Surveying Technologies Inc.
1111 N. 3rd Street, Phoenix, Arizona 85004
Tel.: (602) 385-1693, Fax: (602) 385-1698

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 41896
BRETT L. NOWACKI
2/12/09
Date Signed
ARIZONA U.S.A.
Expires 03/31/11


Phase 2
Phase 3
Phase 1

CITY COUNCIL REPORT

SUBJECT:
Renewal of Agreement with Graffiti Protective Coatings

MEETING DATE:
April 6, 2009

TO: Mayor and Council

FROM: Gina Montes, Neighborhood and Family Services Director (623)333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Renewal of this agreement will enable the Neighborhood and Family Services Department to continue use of the services of Graffiti Protective Coatings (GPC) for graffiti removal through June 30, 2010 and will expand their coverage areas to include City facilities and parks.

BACKGROUND:

In May 2008, City Council approved a pilot program and contract with Graffiti Protective Coatings for graffiti removal in Avondale. The option of using a private contractor was identified to address an increase in graffiti and the challenge of timely abatement. Using a contractor also freed up time for existing Code Enforcement staff to assist with other priorities. One-time funds were made available to test the effectiveness of contracting out the graffiti function.

DISCUSSION:

Since the inception of the pilot program, GPC has successfully removed graffiti at 18,131 sites for a total of 83,996 square feet. Most graffiti reported by staff is removed within 24 hours, and there is a shorter timeframe available for priorities as identified by Code Enforcement staff. GPC provides a web-based work order system that transmits requests to their staff in the field.

GPC has equipment on its trucks that make surface restoration possible in most cases. This results in the vandalism virtually disappearing. GPC completed restoration of high visibility areas formerly plagued by painted over areas, such as Central Avenue, Western Avenue and Main Street within the first week and has effectively maintained the area and moved on to others.

Staff received positive feedback on the effectiveness of GPC. In addition, customer service is excellent. The availability of this service freed up Code Enforcement staff to address the numerous other priorities, such as foreclosed property maintenance and green pools. In addition, the Parks and Recreation Department began using the service for graffiti removal in parks and on City buildings.

Due to the participation of Parks, there is a need to renew the contract early and to include anticipated costs covering the remainder of the fiscal year and next fiscal year. Pricing is based on square footage and method of abatement and is 10 to 37 cents per square foot with minimum charges of $14.90 to $19.80 per site. The recommended total contract ceiling is $160,000. This includes $120,000 for the Code Enforcement portion of the services and $40,000 toward Parks and Recreation Department portion. Of the Parks portion, $15,000 will go toward services through the current fiscal year ending June 30, 2009. Of the Code Enforcement portion, $35,000 will go toward services through the current fiscal year.

BUDGETARY IMPACT:

Funding of $85,000 for the GPC contract has been requested in the fiscal year 2009-10 Neighborhood and Family Services Department budget, and adequate funding remains in the current fiscal year budget. Parks and Recreation has adequate funding available in the existing budget for current year costs and those to be incurred in fiscal year 2009-10.

RECOMMENDATION:

Staff recommends that the City Council approve the contract renewal with Graffiti Protective Coatings.

ATTACHMENTS:

Click to download

- Agreement

FIRST AMENDMENT
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GRAFFITI PROTECTIVE COATINGS, INC.

THIS FIRST AMENDMENT TO THE PURCHASE AGREEMENT (this "First Amendment") is entered into as of April 6, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and Graffiti Protective Coatings, Inc., an Arizona corporation ("Contractor").

RECITALS

A. After a competitive procurement process, the City of Tucson entered into Contract No. 061184 dated September 5, 2006, as amended on June 25, 2007 and again amended on September 11, 2008, with the Contractor to provide graffiti abatement services (the "Tucson Contract"). The Tucson Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. Pursuant to Section 25-24 of the City Code, the City and the Contractor entered into a Purchase Agreement dated May 5, 2008 under the terms and conditions of the Tucson Contract (the "Agreement").

C. The City has determined that it is necessary to purchase additional services under the Agreement (the "Additional Services"), to increase the compensation of the Contractor for the Additional Services and to add additional provisions to the Agreement.

D. The City and the Contractor desire to amend the Agreement to purchase the Additional Services, to increase the compensation of the Contractor for the Additional Services and to add additional provisions to the Agreement.

AGREEMENT

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

1. Term of Agreement. This First Amendment shall be effective as of the date first set forth above and shall modify the term of the Tucson Contract to extend and remain in full force and effect until June 30, 2010.

2. Scope of Work. Contractor shall provide graffiti abatement services under the terms and conditions of the Tucson Contract, attached hereto as Exhibit A.

3. Compensation. The Contractor's total compensation under this First Amendment and the Agreement shall be increased by no more than $125,000.00 from $70,000.00 to an aggregate total amount not to exceed $195,000.00 as consideration for the Additional Services at the prices set forth in the Tucson Contract, attached hereto as Exhibit A.

4. Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts 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 Contractor shall be relieved of any subsequent obligation under this Agreement.

5. Records and Audit Rights. Contractor'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 Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 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 Contractor'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 Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor 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 Contractor pursuant to this Agreement. Contractor 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 Contractor or its subcontractors reasonable advance notice of intended audits. Contractor 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.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor 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). Contractor'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.

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations 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 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2.

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

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

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

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

GRAFFITI PROTECTIVE COATINGS, INC., an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, 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 _____, 2009, by _____ as _____ of GRAFFITI PROTECTIVE COATINGS, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

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

[Tucson Contract]

See following pages.

Contract #061184
Graffiti Abatement

Graffiti Protective Coatings, Inc.

Table of Contents

Section A

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

Section B

- Firm's Response to Request for Proposals

Section C

- Original RFP

OFFER AND ACCEPTANCE

OFFER

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

GRAFFITI PROTECTIVE COATINGS, INC.
Company Name

419 N. LARCHMONT BLVD. #264
Address

LOS ANGELES CA 90004
City State Zip

Signature of Person Authorized to Sign

CARLA LENHOFF
Printed Name

PRESIDENT
Title

For clarification of this offer, contact:

Name: BARRY STEINHART

Title: GEN MGR

Phone: 213.591.1153 OR 323.464.4472

Fax: 323.656.3579

E-mail: GPCLA@MSN.COM

ACCEPTANCE OF OFFER

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

Approved as to form this 5th day of Sept, 2006.

As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 30th day of August, 2006.

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

PRICE PAGE

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

GROUP 1 – PAINTING

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

Scenario 1

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

Price for Scenario 1 graffiti abatement: $_14.80 (POSITION 1)_____

Scenario 2

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

Price for Scenario 2 graffiti abatement: $____19.80 (POSITION 1)_____

Scenario 3

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

Price for Scenario 3 graffiti abatement: $_____42.80 (POSITION 1)_____

Scenario 4

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

Trip Charge: $____8.00 (POSITION 1)_____

Pricing Table

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

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

GROUP 2 – MEDIA BLASTING

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

Scenario 1

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

Price for Scenario 1 graffiti abatement: $_14.80 (POSITION 1)_____

Scenario 2

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

Price for Scenario 2 graffiti abatement: $___19.80 (POSITION 1)_____

Scenario 3

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

Price for Scenario 3 graffiti abatement: $____88.00 (POSITION 1)_____

Scenario 4

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

Trip Charge: $____8.00 (POSITION 1)_____

Product Pricing

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

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

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 061184

GRAFFITI ABATEMENT
AMENDMENT NO. ONE (1)

DATE ISSUED: JUNE 14, 2006

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

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

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

REQUEST FOR PROPOSAL AMENDMENT

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

REQUEST FOR PROPOSAL NO.: 061184
RFP AMENDMENT NO.: One (1)

RFP DUE DATE: JUNE 23, 2006, 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: CHRISTINA SCHIPANSKY

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

GRAFFITI ABATEMENT

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

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

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

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

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

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

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

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

GAPIT
Michelle Phillips
(520) 622-7197

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

Signature _____ Date 06-22-06

CARL ALENHOFF, PRESIDENT
Typed Name and Title

GRAFFITI PROTECTIVE COATINGS, INC.
Company Name

419 N. LARCHMONT BLVD., # 264
Address

LOS ANGELES CA 90004
City State Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

July 11, 2006

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

Sent via facsimile this day

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

Dear Mr. Steinhart:

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

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

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

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

Sincerely,

Christina Schipansky
Senior Contract Officer

CS/sd

C: File No. 061184

GRAFFITI PROTECTIVE COATINGS

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

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

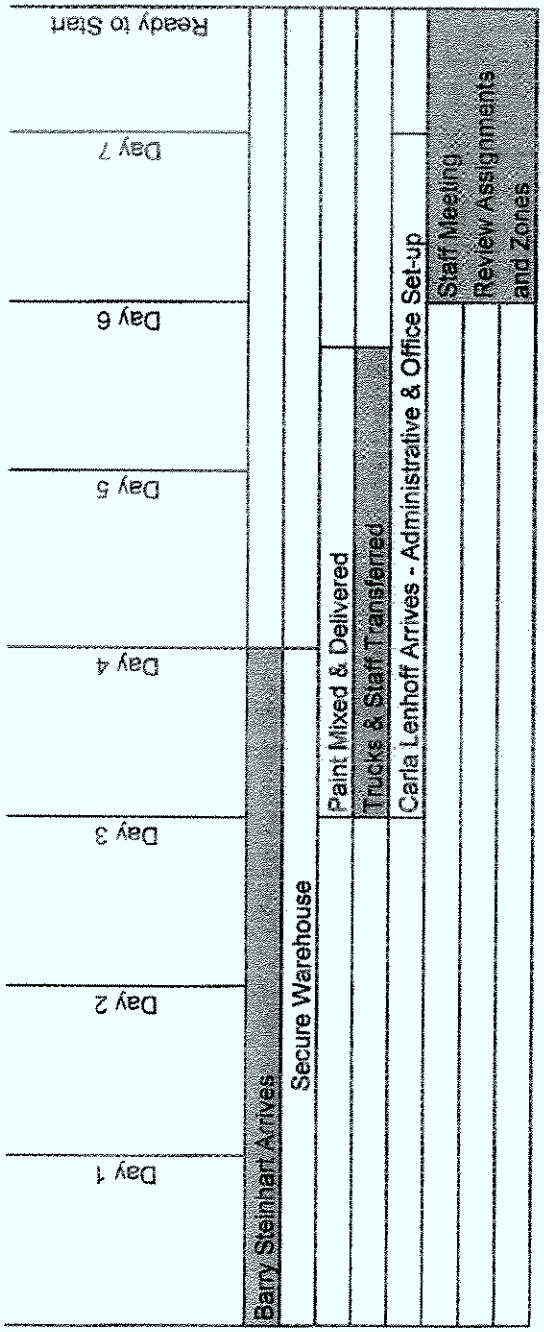
ITEM #1 TIMELINE AND PERSONNEL TRAINING

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

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

419 N. Larchmont Blvd
Number 264
Los Angeles, CA 90004
(323) 464-4472
Fax (323) 656-3579

Timeline


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

NEW PERSONNEL TRAINING

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

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

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

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

GRAFFITI PROTECTIVE COATINGS
418 N. Lorelmont Blvd.
Number 264
Los Angeles, CA 90004
(323) 464-4472
Fax (323) 656-3579

TRAINING SPREADSHEET

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

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

GPC
GRAFFITI PROTECTIVE COATINGS

ITEM # 2 SUPERVISORY STRUCTURE

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

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

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

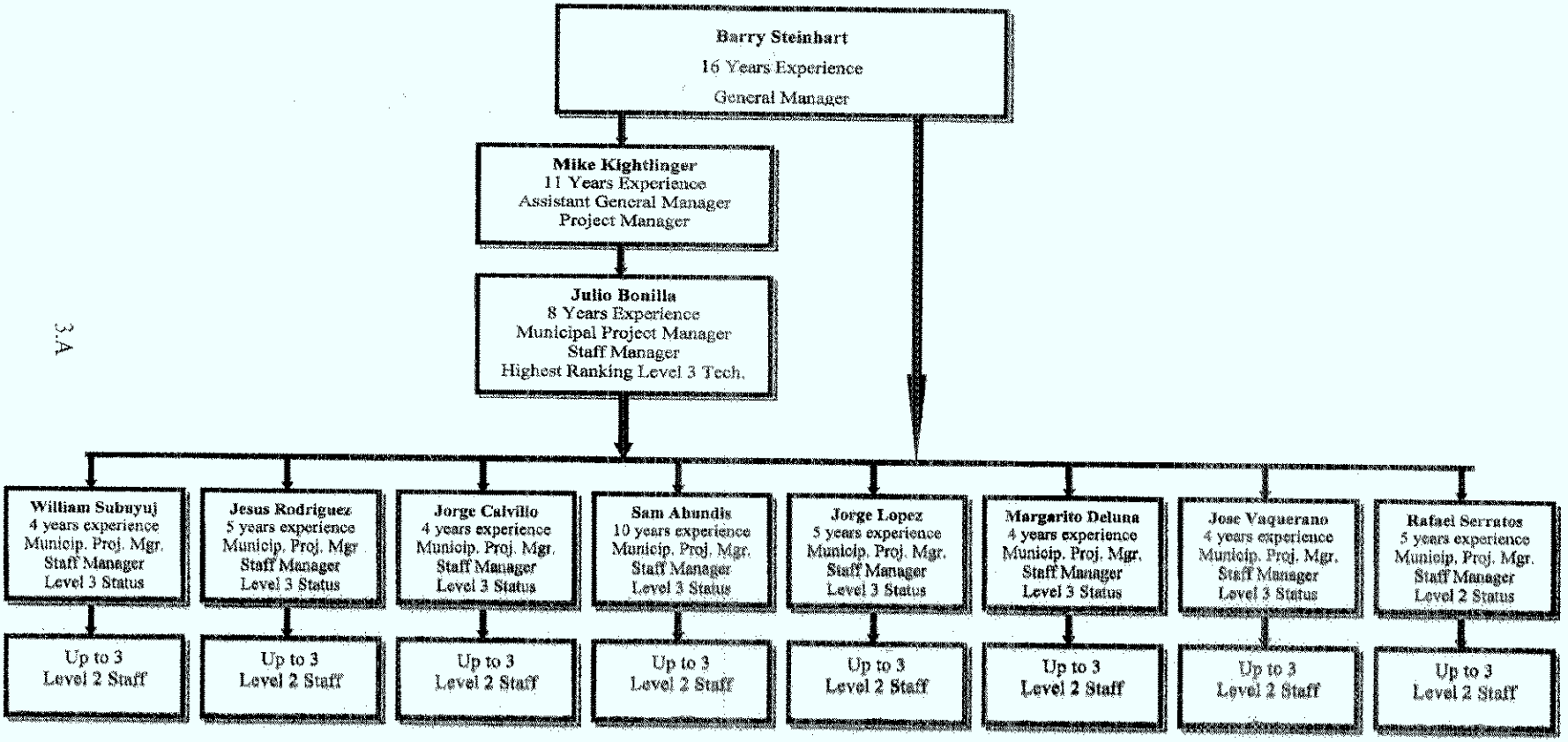
For the Tucson office, Barry Steinhart will directly manage the site/project manager. The Level 3 technician GPC has chosen to be the site/project manager for this project is William Subuyuj. William currently serves as the site/project manager in the city of Torrance.

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

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

419 E. Lorchmont Blvd
Number 264
Los Angeles, CA 90004
(323) 464-4472
Fax (323) 656-3579

Supervisory Structure



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

GRAFFITI PROTECTIVE COATINGS

419 N. Larchmont Blvd.
Number 264
Los Angeles, CA 90004
(323) 464-4472
ax (323) 656-3579

ITEM # 3 KEY PERSONNEL IN TUCSON

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

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

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

CITY OF BELL

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

August 9, 2006

To: City of Tucson Public Works Department

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

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

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

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

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

Sincerely,

CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS / ADMINISTRATION, PLANNING AND FACILITIES BUREAU

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

FACILITIES MANAGEMENT DIVISION

August 7, 2006

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

Dear Mr. Steinhart:

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

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

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

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

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

Sincerely,

Acting Facilities Management Officer

SJG:GR
C:\Docs and Settings\garutte\My Docs\Graffiti\Memos-Letters\GPC Letter of Recommendation.doc

CITY OF TORRANCE

Department of General Services
Facility Services Division
3031 Torrance Boulevard
Torrance, CA 90503
Phone: 310/618-3000
Fax: 310/618-6201

August 8, 2006

Mr. Barry Steinhart
General Manager
Graffiti Protective Coatings

Dear Mr. Steinhart:

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

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

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

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

Sincerely,

Graffiti Abatement Coordinator

CITY OF TUCSON

DEPARTMENT OF PROCUREMENT

August 4, 2006

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

Sent via facsimile, this day

Subject: Request For Proposal No. 061184 – Graffiti Abatement

Dear Mr. Steinhart:

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

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

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

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

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

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

Sincerely,

Christina Schipansky
Senior Contract Officer

cc: File No. 061184

GPC
GRAFFITI PROTECTIVE COATINGS

RFP NO. 061184- GRAFFITI ABATEMENT

AUGUST 10TH INTERVIEW

Overview

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

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

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

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

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

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

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

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

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

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

19 N. Larchmont Blvd.
Number 264
Angeles, CA 90004
(323) 464-4472
(323) 656-3579

Q3: 24/7 Fax and message capability?
GPC has 24/7 fax and message capability. GPC Tucson will have an exclusive live 24 hour answering service that will immediately text graffiti removal requests to William's phone and messages from City staff to both William's and Barry's phone. GPC prefers City staff calls GPC on their direct cell line. GPC staff is always available to the City. GPC Tucson will have a dedicated fax line that will be operational 24 hours per day.

Q4: Adding additional workers?
GPC has the capability to add experienced permanent or temporary workers as needed. GPC will send workers from its current pool of staff. GPC currently has enough trained staff to absorb any additional requirements of the City.

Q5: Routing workers?
As discussed the in "overview", GPC plans to divide the City into 3 zones. Calls will be routed via cell phone to the staff in that zone within 5 minutes of receiving the request. Graffiti removal requests made by 2:00 pm will be completed the same day received. Requests received after 2:00 pm will be completed the following morning. GPC staff will be proactively patrolling and removing graffiti as it is spotted and will give priority to service calls. All emergency / priority requests can be completed within 1 hour no matter the time.

Q6: Turn around time?
Graffiti removal requests made by 2:00 pm will be completed the same day received. Requests received after 2:00 pm will be completed the following morning. All emergency / priority requests can be completed within 1 hour no matter the time.

Q7: Securing Right of entry forms?
GPC staff are well-groomed personnel wearing uniforms and all trucks are very professional looking with the company and City name clearly posted on the vehicle. Prior to staring work GPC will obtain from the City a list of all addresses with signed Right to Entry forms. If needed, GPC will copy onto excel format and sort by street name and street number. GPC will print and bind the list, and each truck will have a copy of the booklet. If an address is not on the list, GPC staff will approach the property, identify themselves, explain the Right to Entry form, and obtain the signature. If no signer is available, GPC will leave the form with a standard explanation letter. GPC will provide address and/or fax number to return the Right to Entry from. GPC staff will document process for City staff.

Q8: What is current volume of work?
GPC has over 600 public and private clients and presently cleans over 300,000 locations and 10,000,000 square feet of graffiti annually. Some municipalities provide GPC paint and GPC does have a an accurate estimate of annual paint used.

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

Q9: Most Significant challenge?
The biggest challenge with every new contract is the initial "clean up". This includes but is not limited to catching up on all prior removal requests, removing all existing graffiti throughout the City, taking control of "hot spot" areas, and fixing past removal efforts. Once the "clean up" is complete, all the contracts enter the "maintenance" stage. Barry Steinhart, Mike Kightlinger, and Julio Bonilla (GPC's highest ranking technicians) will each be in one of the three zones for the "clean up" stage. This enables GPC's top personnel an opportunity to learn the City streets, City staff, residents, business owners, and areas of importance. During this period is when GPC key personnel will be working closely with City staff and developing a rapport of trust and confidence.

Q10: How quick to mobilze?
GPC has what is called "red" priority calls. These calls include racial/hate graffiti, elected official calls, and directions from our City superiors as "priority". A "red" priority call means the tech stops whatever the current job, and immediately heads to handle the request. Response will be in minutes.

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

Q11: Special projects approach and experience?
All municipalities have annual events such as parades, fairs, runs, dedications, elections, and crime sweeps. GPC has handled at least a hundred of these events over the years. GPC either schedules overtime for its staff or rotates in other staff for assistance. Either way, GPC gets the job done. GPC has a 100% success rate in this area.

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

Q12: Sample Invoice?
See attachment.

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

GPC
GRAFFITI PROTECTIVE COATINGS

Q13: Square Foot Pricing?

Group 1 – Painting

Scenario 1- $0.10 sqft- minimum charge $14.80
Scenario 2 -$0.18 sqft- minimum charge $19.80
Scenario 3- $0.18 sqft- minimum charge $19.80
Scenario 4- $8.00 trip charge (sqft N/A)

Group 2 – Media Blasting

Scenario 1- $0.37 sqft- minimum charge $14.80
Scenario 2 -$0.20 sqft- minimum charge $19.80
Scenario 3- $0.37 sqft- minimum charge $19.80
Scenario 4- $8.00 trip charge (sqft N/A)

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

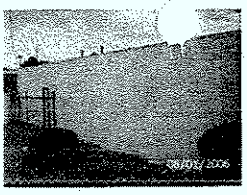
CITY OF xxxxxx - August 2006

TYPE	Locations	Sq Ft Over 150($.50/sf)	Cost
Paint	12	150	339
Chemical	2		44
Blast	4		128
Totals			511

Cost Codes	Code	Cost
Public-Private/Paint & Additional Color	PP	22.00
Public-Private/Chemical	PC	22.00
Public-Private/Water Blast	PW	32.00

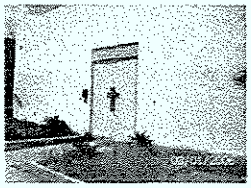
Release Auth.	Day of Month	Address No.	Street Name	Tag Type	~~Property~~ Surface Type	Sq. Ft.	Method	Code	Cost	Photo #
y	1	2309 w	victory	n/a	private	100	paint	pp	22.00	1,2
n/a	1	718 e	olive	crew	public	10	waterblast	pw	32.00	3
y	1	211	florence	crew	private	60	paint	pp	22	4,25
y	1	557 e	cypress	n/a	private	80	paint	pp	22.00	5,6
y	2	612 e	cypress	n/a	private	150	paint	pp	22.00	7,8
y	2	2517 w	victory	crew	private	20	paint	pp	22	9,26
y	3	400 n	avon	crew	private	10	waterblast	pw	32	10,27
y	3	456	parish	n/a	private	25	paint	pp	22	11,12
y	4	234 w	linden	n/a	private	25	paint	pp	22	13,14
y	4	1020 n	lake	n/a	private	200	paint	pp	47	15,16
y	7	500 n	sixth	gang	private	200	paint	pp	47	17,18
y	7	3417 w	alameda	gang	private	5	waterblast	pw	32	19,35
y	8	981	rose	crew	private	120	paint	pp	22	20,21
y	8	121 n	parish	crew	private	200	paint	pp	47	22,23
y	9	2643 n	brighton	crew	private	10	paint	pp	22.00	24,28
y	9	542 n	buena vista	crew	private	5	chemical	pc	22.00	29,31
y	9	2305 w	alameda	crew	private	5	waterblast	pw	32.00	30,32
n/a	9	261	pacific	crew	public	5	chemical	pc	22.00	33,34
						1230			511.00	

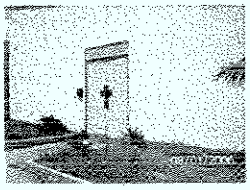
06 Aug 1-9 001

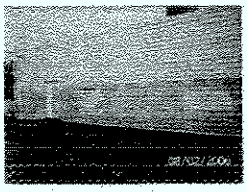

06 Aug 1-9 002

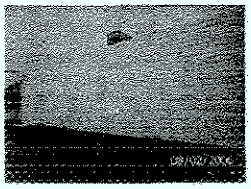
06 Aug 1-9 003

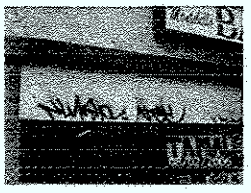
06 Aug 1-9 004


06 Aug 1-9 005


06 Aug 1-9 006

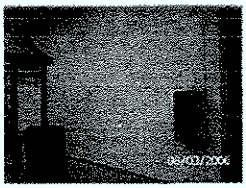

06 Aug 1-9 007


06 Aug 1-9 008


06 Aug 1-9 009

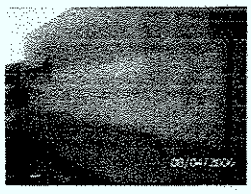
06 Aug 1-9 010

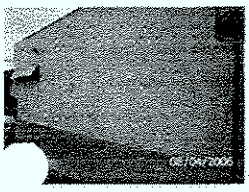
06 Aug 1-9 011


06 Aug 1-9 012

06 Aug 1-9 013

06 Aug 1-9 014

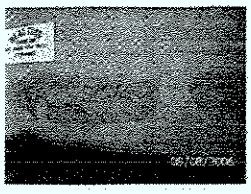

06 Aug 1-9 015

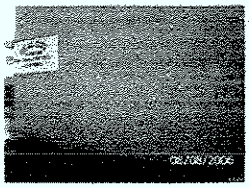

06 Aug 1-9 016

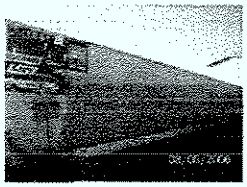
06 Aug 1-9 017

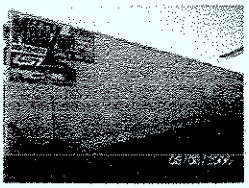
06 Aug 1-9 018

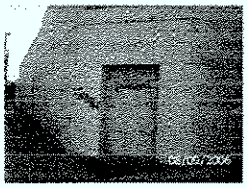
06 Aug 1-9 019


06 Aug 1-9 020


06 Aug 1-9 021


06 Aug 1-9 022


06 Aug 1-9 023


06 Aug 1-9 024

06 Aug 1-9 025

06 Aug 1-9 026

06 Aug 1-9 027

06 Aug 1-9 028

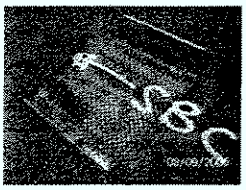
06 Aug 1-9 029

06 Aug 1-9 030

06 Aug 1-9 031

06 Aug 1-9 032

06 Aug 1-9 033


06 Aug 1-9 034

06 Aug 1-9 035

Invoice

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

INVOICE TO:	JOB LOCATION
CITY OF XXXX FINANCIAL SERVICES DEPARTMENT P.O. BOX XXXXXXXX XXXXXXXXXXXXXXXXXXXX	AUGUST 2006 CITYWIDE GRAFITTI REMOVAL

P.O. NO.	TERMS
98871	Net 30

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

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

Total Due: $511.00

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

CITY OF
TUCSON
DEPARTMENT OF
PROCUREMENT

August 15, 2006

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

Sent via facsimile this day

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

Dear Mr. Steinhart:

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

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

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

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

Sincerely,

Christina Schipansky
Senior Contract Officer

C: File No. 061184

GRAFFITI PROTECTIVE COATINGS

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

FACSIMILE TRANSMISSION

DATE: AUGUST 16, 2006

TIME: 7:00 **(PST)**

NUMBER OF PAGES FOLLOWING: 3

TO: MS. CHRISTINA SCHIPANSKY

COMPANY: CITY OF TUCSON

FAX NUMBER: 520.791.4735

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

Re: RFP No. 061184- Graffiti Abatement

Response to August 15th request for clarification and additional Information

Kindly contact me if you have any additional questions

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

GRAFFITI PROTECTIVE COATINGS

RFP NO. 061184- GRAFFITI ABATEMENT

REQUEST FOR CLARIFICATION AND ADDITIONAL INFORMATION NO. 2

Q1: Explain per square foot pricing.
The August 10th response that addressed square foot pricing was a calculation based on dividing "scenario" price by "scenario" square footage.

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

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

Q2: Explain "minimum charge".
A "minimum charge" exists for small jobs. The minimum charge applies when the square footage multiplied by the square foot cost is less than the pre-set minimum charge.

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

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

Q3: Explain Scenario 3 pricing.
The prices in the original RFP were based on "scenario" job cost. The August 10th response was a calculation of dividing "scenario" job cost by "scenario" square feet.

Group 1 Scenario 3
$42.80/240 square feet = $0.1783 per square foot
Rounded to $0.18 per square foot, no minimum charge applies

Group 2 Scenario 3
$88.00/240 square feet = $0.3667 per square foot
Rounded to $0.37 per square foot, no minimum charge applies

Group 2 pricing is higher than Group1 pricing, because cleaning unpainted concrete block is more complex and time consuming than painting.

419 N. Larchmont Blvd.
Number 264
os Angeles, CA 90004
(323) 464-4472
x (323) 656-3579
license No. 672447

GPC
GRAFFITI PROTECTIVE COATINGS

Q4: Clarify trip charge.
The trip charge will be the fee that GPC charges to respond to a DNR service request in which it is discovered that the graffiti has already been abated. The fee covers GPC's cost to respond, document, and photograph the request. This scenario is the only one where GPC would make use of a trip charge.

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

Q5: Identify all charges.
GPC has no hidden fees or charges. GPC also has no additional administrative or unanticipated fees or charges. GPC only bills for the actual work performed based upon the pricing schedule agreed upon with the City.

Q6: Clarify DNR work order costs.
The cost for a DNR work order is the same as the cost for a removal completed during a patrol.

Q7: Confirm DNR work order priority level.
Work orders from the DNR have highest priority. The DNR work orders will take precedence to the patrolled routes. GPC understands that a DNR work order was issued because someone (resident, City staff, business owner, etc.) is concerned with a specific graffiti incident. Having your property vandalized is an unsettling event and many people feel violated by this act. GPC wants to make getting tagged an insignificant event by fast, courteous, and professional removal. Therefore, upon receiving a work order, GPC techs will immediately schedule and complete the work orders. All other work spotted on the route will be noted by the GPC techs and completed after all work orders have been finished.

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

Q8: Identify office staff.
GPC will assign Sandy Corbett to the Tucson office. Sandy has 5 years with GPC and 23 years total experience as an office manager. GPC utilizes a service called "Go To My PC" where the main computer can be accessed from other computers. Through "Go To My PC", e-mails, and faxes, GPC office staff can operate seamlessly from any location.

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

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

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

Q9: Working with volunteers and community groups.
In every city there is always a group of highly active people in the community. Since these are the people that often attend council meetings, communicate with City staff on a regular basis, and can have the greatest impact on public perception, GPC works very hard to satisfy these people.

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

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

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

419 N. Larchmont Blvd.
Number 264
os Angeles, CA 90004
(323) 464-4472
x (323) 656-3579
license No. 672447

B

Group 2- Media Blasting

Method of Approach

Overview

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

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

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

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

Equipment

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

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

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

CONFIDENTIAL

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

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

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

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

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

Size of Graffiti In Photos
GPC will utilize a red yardstick that it will place in all photos for reference.

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

CONFIDENTIAL

Sample Spreadsheet Set-up

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

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

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

Method Determination

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

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

Methods

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

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

CONFIDENTIAL

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

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

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

CONFIDENTIAL

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

Sample Spreadsheet Set-up

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

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

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

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

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

Qualifications and Experience

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

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

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

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

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

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

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

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

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

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

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

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

References
CITY OF BELL

6330 PINE AVE.
BELL, CA 90201

CITY OF TORRANCE

20500 MADRONA
TORRANCE, CA 90503

CITY OF LONG BEACH

1601 SAN FRANCISCO AVENUE
LONG BEACH, CA 90813

UNIVERSITY OF SOUTHERN CALIFORNIA

941 W 35TH STREET
LOS ANGELES, CA 90089-0631

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

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

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

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

CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**061184**
MATERIAL OR SERVICE:	**GRAFFITI ABATEMENT**
PROPOSAL DUE DATE:	**JUNE 23, 2006, AT 4:00 P.M. LOCAL AZ TIME**
PROPOSAL SUBMITTAL LOCATION:	**DEPARTMENT OF PROCUREMENT** **255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701**
PRE-PROPOSAL CONFERENCE DATE:	**JUNE 13, 2006**
TIME:	**2:30 P.M., LOCAL AZ TIME**
LOCATION:	**CITY HALL, ATTORNEY'S CONFERENCE ROOM** **255 W. ALAMEDA, 7TH FLOOR** **TUCSON, AZ**

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

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

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

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

CS/sd

CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**061184**
PROPOSAL DUE DATE:	**JUNE 23, 2006, AT 4:00 P.M. LOCAL AZ TIME**
PROPOSAL SUBMITTAL LOCATION:	**DEPARTMENT OF PROCUREMENT** **255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701**
MATERIAL OR SERVICE:	**GRAFFITI ABATEMENT**
PRE-PROPOSAL CONFERENCE DATE:	**JUNE 13, 2006**
TIME:	**2:30 P.M., LOCAL AZ TIME**
LOCATION:	**CITY HALL, ATTORNEY'S CONFERENCE ROOM** **255 W. ALAMEDA, 7TH FLOOR** **TUCSON, AZ**
CONTRACT OFFICER:	**CHRISTINA SCHIPANSKY**
TELEPHONE NUMBER:	**(520) 791-4400 EXT. 131** **CHRISTINA.SCHIPANSKY@TUCSONAZ.GOV**

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

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

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

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

CS/sd

PUBLISH DATE: JUNE 2, 2006

INTRODUCTION

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

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

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

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

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

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

[illegible] months of graffiti abatement activity history is provided in Attachment B. This information is provided for information[illegible]rmational purposes only and is not a guarantee of volume of service.

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

SCOPE OF WORK

I. CONTRACTOR'S RESPONSIBILITIES – GROUPS 1 AND 2

A. Work Assignments

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

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

B. Description of Work

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

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

C. Photographic Documentation of Work

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

D. Personnel

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

E. Equipment

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

F. Compliance with Applicable Laws and Regulations

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

G. Use of Products

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

H. Protection of the Public and Damages to Existing Structures

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

I. Invoices

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

ADDITIONAL SPECIFICATIONS – GROUP 1 – PAINTING

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

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

III. ADDITIONAL SPECIFICATIONS – GROUP 2 – MEDIA BLASTING

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

INSTRUCTIONS TO OFFERORS

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
For purposes of this solicitation and subsequent contract, the following definitions shall apply:
City: The City of Tucson, Arizona
Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.
Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.
Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.
Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.
May: Indicates something that is not mandatory but permissible.
Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.
Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.
Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. **PREPARATION OF PROPOSAL:**
   A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
   B. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the proposal.
   C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

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

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

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

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

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

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

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

13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
   C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
   D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

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

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

15. **LATE PROPOSALS:** Late proposals will be rejected.

16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.

20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at www.cityoftucson.org/procure by clicking on Vendor Services.

21. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

AWARD OF CONTRACT: Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
(1) waive any immaterial defect or informality; or
(2) reject any or all proposals, or portions thereof; or
(3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

23. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at www.cityoftucson.org/procure upon issuance of a Notice of Intent to Award or upon final contract execution.

24. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
    A. The name, address, and telephone number of the protestant;
    B. The signature of the protestant or its representative;
    C. Identification of the Request for Proposal or Contract number;
    D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
    E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

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

A. Method of Approach

B. Qualifications & Experience

C. Price Proposal

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

GROUP 1 – PAINTING

A. Method of Approach

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

B. Qualifications & Experience

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

C. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____1_%, if payment is made within ____10__ days.

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

GROUP 2 – MEDIA BLASTING

A. Method of Approach

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

D. Qualifications & Experience

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

E. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____1_%, if payment is made within ____10__ days.
   a. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? NO

   b. Convenience Fee (if allowable, per Section 5.2.E of the Visa Operating Regulations) $_____

III. GENERAL

A. Shortlist:

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

B. Interviews:

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

C. Additional Investigations:

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

D. Prior Experience:

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

E. Multiple Awards:

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

MWBE PROVISIONS

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

1. **PRICE PREFERENCE FOR GOODS, MATERIALS/SERVICES OFFERED BY A CERTIFIED MBE/WBE:** In accordance with Article XIV of the Tucson Procurement Code, up to a seven percent (7%) price preference will be given to local certified minority and women-owned firms who submit a bid or proposal for goods, materials, and general services and are eligible to receive such preference based on disparity. In determining the lowest responsive and responsible bid or lowest fee proposal, any offer submitted by a local certified MBE/WBE firm shall be evaluated by reducing the price(s) of such offer by up to seven percent (7%) for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars ($150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars ($150,000) and ranging up to two hundred fifty thousand dollars ($250,000), provided that the MBE/WBE is certified at the time of the bid opening or proposal due date. This adjustment shall be solely for the purpose of establishing the apparent low bidder or assigning fee points for proposal evaluation. The actual value of any contract award shall be the amount of the actual offer submitted by the MBE/WBE. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, MBE/WBE FIRMS MUST BE CERTIFIED PRIOR TO THE SUBMITTAL DUE DATE AND PROOF OF CERTIFICATION MUST BE PROVIDED WITH THE BID/PROPOSAL DOCUMENTS.**

2. **PRICE PREFERENCE FOR JOINT VENTURES INVOLVING CERTIFIED MBE/WBE FIRMS:** In accordance with Article XIV of the Tucson Procurement Code, any qualified joint venture shall receive up to a seven percent (7%) price preference for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars ($150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars ($150,000) and ranging up to two hundred fifty thousand dollars ($250,000) where MBE/WBE participation equals or exceeds thirty-five percent (35%) of the joint venture. The MBE/WBE joint venture partner must be responsible for a clearly defined portion of the work to be performed, and share in the ownership control, management responsibilities, risks and profits of the joint venture. The portion of the MBE/WBE joint venture partner's work shall be set forth in detail separately from the work to be performed by the non-MBE/WBE joint venture partner. The MBE/WBE joint venture partner's portion of the contract must be assigned a commercially reasonable dollar value and use its own employees and equipment. The bidder/offeror shall provide the city access to review all records pertaining to joint venture agreements before and after the award of a contract, to the extent reasonably necessary to assess compliance with this article. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, THE JOINT VENTURE MUST BE APPROVED PRIOR TO THE BID OPENING AND PROOF OF EOO APPROVAL MUST BE PROVIDED WITH THE BID DOCUMENTS.**

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

DEFINITIONS

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

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

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

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

   A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

   B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

   C. Provide and maintain minimum insurance limits as applicable.

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

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

2. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

3. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. Attachment C lists the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. However, the parties agree that this list is subject to change.

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

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

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

7. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

CONFIDENTIALITY OF RECORDS: The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

9. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by the City's Director of Procurement and persons duly authorized to enter into contracts on behalf of the Contractor.

10. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

11. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

12. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

13. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

14. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term

"Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

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

15. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

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

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

18. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

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

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

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

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

21. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

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

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

24. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

25. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

26. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

    Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

    The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

27. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

28. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

29. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

30. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

31. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

32. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

33. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

34. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

35. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor

were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A

CITY OF TUCSON

RIGHT OF ENTRY

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

Gentlemen:

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

Property Identified as: _____

for the purpose of graffiti abatement.

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

DATED THIS ____ day of _____, 200___.

_____ _____
Owner

ATTACHMENT B

Month	Tag Type		# Sites	Property Type		Paint/Blast	
JULY	R/H	6	733	C	282	P	483
	C/G	241		R	260	B	250
	Crew	497		B	187		
AUGUST	R/H	12	632	C	268	P	386
	C/G	139		R	190	B	246
	Crew	494		B	177		
SEPT.	R/H	7	571	C	213	P	384
	C/G	173		R	181	B	187
	Crew	406		B	199		
OCT.	R/H	9	596	C	224	P	410
	C/G	101		R	187	B	186
	Crew	521		B	190		
NOV.	R/H	40	588	C	239	P	362
	C/G	134		R	191	B	226
	Crew	465		B	205		
DEC.	R/H	28	703	C	322	P	470
	C/G	172		R	224	B	233
	Crew	525		B	179		

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

C = City
R = Residential
B = Business

P = Paint
B = Blast

ATTACHMENT C

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

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

CONTRACT AMENDMENT

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

CONTRACT NO.: 061184
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 Of 1
CONTRACT OFFICER: CHRISTINA SCHIPANSKY, CPPB

THIS CONTRACT IS AMENDED AS FOLLOWS:

GRAFFITI ABATEMENT

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

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

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

Signature 6-14-07 Date

CARLA LENHOFF PRES.
Typed Name and Title

Graffiti Protective Coatings
Company Name

419 N. Larchmont Blvd., #264
Address

Los Angeles, CA 90004
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 25th DAY OF June, 2007, AT TUCSON, ARIZONA.

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

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4119
ISSUE DATE: AUGUST 15, 2008

CONTRACT NO.: 061184
CONTRACT AMENDMENT NO.: TWO (2)

SD
CONTRACT OFFICER: DAMIAN BONURA

THIS CONTRACT IS AMENDED AS FOLLOWS:

GRAFITTI ABATEMENT

Pursuant to the contract #061184, Graffiti Abatement, Special Terms and Conditions, Section 2, Term and Renewal, the City of Tucson is hereby exercising its option to renew the contract for the period of **September 1, 2008 through August 31, 2009**.

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

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

Signature 9/20/08 Date

CARLA LENHOFF President
Typed Name and Title

Graffiti Protective Coatings
Company Name

419 N. Larchmont Blvd. #264
Address

Los Angeles, CA 90004
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 11th DAY OF September, 2008, AT TUCSON, ARIZONA.

for Kathleen Benedy
Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
as Director of Procurement and not personally

CITY COUNCIL REPORT

SUBJECT:
Third Contract Amendment - Somerset Landscaping

MEETING DATE:
April 6, 2009

TO: Mayor and Council

FROM: Christopher Reams, Parks, Recreation and Libraries (623)333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an amendment to the Professional Services Agreement between the City of Avondale and Somerset Landscape Maintenance, Inc. to add daily restroom cleaning and trash pick up service at all city parks in the amount of $27,000 per year; re-seeding of Friendship Park soccer fields and dog park in the amount of $4,373; and over seeding of all playing fields at Friendship Park and Festival Fields and the dog park in the amount of $24,500 for a total contract revision of $55,873, and authorize the Mayor or the City Manager and City Clerk to execute the applicable documents.

BACKGROUND:

The City approved a Professional Services Agreement for landscape services with Somerset Landscape Maintenance in the annual amount of $183,408 that included Crystal Gardens, tree and shrub trimming for Friendship Park and Festival Fields Park and all weekly maintenance at all neighborhood parks. The agreement was amended on July 21, 2008, to add landscaping services for the Avondale public library (now the Care First Facility) at 328 W. Western and increased the annual amount by $3,912 for a revised annual contract amount of $187,320. On January 5, 2009 the PSA was amended a second time in the amount of $160,488 to provide funding for weekly landscape services at Friendship Park and Festival Field, for a revised contract amount of $347,808.

DISCUSSION:

Staff has determined that it is cost effective to use contractual services to provide daily restroom clean up and trash pick up at all city parks; Bermuda re-seeding at the Friendship Park soccer fields and dog park; and winter over seeding of all playing fields at Friendship Park and Festival Fields and the Dog park at Friendship park. The additional work will provide the necessary annual seeding and overseeding in the May/June timeframe and the overseeding in the winter for optimum field maintenance. This service is currently contracted out on an annual basis. The additional daily cleaning and trash service will replace the current Customer Service Assistants that clean the restrooms on a daily basis, providing a more professional and sanitary cleaning.

BUDGETARY IMPACT:

The additional work will increase the Professional Service Agreement in the amount of $55,873 for a revised contract amount of $403,651. Funding for the additional services contract is budgeted in the Parks, Recreation and Libraries account and will not require any additional obligation from the City's general fund. The per item breakout follows:

Bermuda re-seeding	$ 4,373
Winter Rye Grass over seeding	$24,500
Daily restroom and trash	$27,000
Total Contract Revision	$55,873

RECOMMENDATION:

Staff recommends that the City Council approve an amendment to the Professional Services Agreement between the City of Avondale and Somerset Landscape Maintenance, Inc. to add daily restroom cleaning and trash pick up service at all city parks in the amount of $27,000 per year; re-seeding of Friendship Park soccer fields and dog park in the amount of $4,373; and over seeding of all playing fields at Friendship Park and Festival Fields and the dog park in the amount of $24,500 and authorize the Mayor or the City Manager and City Clerk to execute the applicable documents.

ATTACHMENTS:

Click to download

- Contract Amendment

THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOMERSET LANDSCAPE MAINTENANCE, INC.

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Third Amendment") is made as of April 6, 2009 between the City of Avondale, an Arizona municipal corporation (the "City") and Somerset Landscape Maintenance, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into that certain Professional Services Agreement dated May 19, 2008, for landscaping services (the "Initial Agreement"). The Initial Agreement was amended on July 21, 2008, to add landscaping services for the Avondale Public Library and increase the compensation of the Consultant (the "First Amendment"). The Initial Agreement and First Amendment were amended again on January 5, 2009, to add landscaping services at Friendship Park and Festival Fields Park, increase compensation for the services added, amend the Scope of Work of the Agreement to remove certain services and decrease the compensation for the services removed (the "Second Amendment"). Collectively the Initial Agreement, First Amendment and Second Amendment are referred to herein as the "Agreement."

B. The City has determined that additional landscaping services are needed for the Avondale Friendship Park located at 12325 West McDowell Road, Avondale, Arizona and the Festival Fields Park located at 101 East Lower Buckeye Road, Avondale, Arizona and that additional restroom cleaning and trash collection services are needed for all of the City's Parks (collectively, the "Additional Services").

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

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, 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 to amend the Agreement as follows:

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

2. Compensation. The Consultant's total compensation under the Agreement shall be increased by no more than $55,873.00 from $347,808.00 to $403,681.00 as consideration for the Additional Services as set forth in the Scope of Work, attached hereto as Exhibit A.

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

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

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

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"Consultant"

SOMERSET LANDSCAPE MAINTENANCE, INC., an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, 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 _____, 2009, by _____ as _____ of SOMERSET LANDSCAPE MAINTENANCE, INC., an Arizona corporation on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOMERSET LANDSCAPE MAINTENANCE, INC.

[Scope of Work and Compensation for Additional Services]

See following page.

Somerset Landscape & Maintenance, Inc.
19051 South Arizona Ave.
Chandler, AZ 85286
Phone: 480-782-5296 Fax: 480-922-8200

Date: February 27, 2009

Proposal: City of Avondale Friendship Park soccer fields and dog park Bermuda re-seeding (Fields 3-10)

Friendship Park and Festival Fields winter over seeding. All playing fields and Dog Park

Procedure:

(1) Mow the area low and remove excess plant material - Optimum outside air planting temps should be 75-90 degrees (May/June).

(2) Dethatch area to be planted. Sow seed with a broadcast spreader at a rate of 3lbs per 1000 sq ft. Bermudagrass seeds must have a thin soil covering to germinate (1/4 inch ideal) this is why we dethatch prior to sowing. This helps with germination.

(3) Insure area to be seeded is barricaded from all traffic. Increase watering in selected area so that area remains moist for germination to occur. Apply starter fertilizer. After germination return to normal fertilizing and mowing practices for the area planted.

Bermuda re-seeding	Cost: $ 4,373
Winter Rye Grass Overseeding	Cost: $24,500

Thank you for considering Somerset Landscape for your city's needs. Please call with any questions.

Rex Bergstrom
West Valley Operations Manager
(602) 349-0211

Attn: Chris Reems, Dave Ramus

City of Avondale

From: Brian Lemmermann

Somerset Landscape Maintenance Inc.

Proposed additions to landscape services PR 08-006 for the City of Avondale

Parks Restroom cleaning services

Scope of Work

- Cleaning and sanitation of park restrooms
- Restocking of paper and soap products
- Clean floors and walls
- Cleaning of mirrors, windows, and chrome
- Cleaning of all fixtures, toilets, and handles with a disinfectant solution
- Empty trash cans
- Report vandalism
- Restrooms to be serviced 7 days a week

Restocking material such as paper products, trash bags, and soaps to be supplied by City.

Price - $128 per restroom facility per week

Litter and Trash Removal

Scope of Work

- Removing litter and trash from parks
- Removing signs from park and ramada areas
- Empty trash receptacles and replacing liners
- Report vandalism and graffiti

Trashcan liners to be supplied by City

Price - $34 per acre per week with 5 services per week

$48 per acre per week with 7 services per week

CITY COUNCIL REPORT

SUBJECT:
Professional Service Agreement – Wood, Patel & Associates, Inc - CDBG Street and Sidewalk Improvements

MEETING DATE:
April 6, 2009

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 City Council approve a Professional Service Agreement with Wood, Patel & Associates, Inc. to provide design services for the CDBG Street and Sidewalk Improvement Project in the amount of $130,038 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

CDBG funds must be utilized to serve areas that have at least 50% of the population classified as low-to-moderate income. Traditionally, CDBG funds received by the City have been used to help develop or redevelop the areas of Cashion, Las Ligas, Rio Vista, South and Central Avondale. Included among the recent CDBG accomplishments are water and street improvements in South (Old Town) Avondale, the Cashion sidewalk and street lighting projects, Phase 1 of the South Avondale sidewalk project, Cashion water and sewer line projects, and the on-going project to acquire vacant properties for the construction of infill housing in cooperation with Neighborhood Housing Services and Habitat for Humanity.

The purpose of this project is to reconstruct streets to improve drainage, driving conditions, and the life expectancy of streets located within the project area. The project area is from Central Avenue to La Jolla Boulevard, Brinker Drive to Loma Linda Boulevard (see attached vicinity map). These streets are deteriorated. The pavement has not received maintenance treatments such as crack sealing and patching, and therefore, extensive cracking continues. The pavement conditions are now at a point where routine maintenance measures are not enough. In order to extend the life of the roads, some form of reconstruction is required.

DISCUSSION:

This contract will cover the design for the entire area of work. The construction will be completed over the next fiscal year.

The scope of work for this project will include, but not be limited to:

- Design Survey
- Geotechnical Investigation / Pavement Analysis
- Geometric Analysis and Design
- Drainage Design
- Construction Plans, Specifications, and Estimates

SELECTION PROCESS:

The City of Avondale published a Request for Qualifications on February 3, 2009 for professional services to design street and sidewalk improvements. Staff received twenty-six (26) Statements of Qualifications which were categorized and scored. A short list of three (3) firms was created. Wood, Patel & Associates, Inc. was selected as the most qualified firm for this project. Staff has contacted references and found that Wood, Patel & Associates, Inc. is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from Wood, Patel & Associates, Inc. for engineering services for the delivery of plans, specifications, and an engineer's estimate for the CDBG – Street and Sidewalk Improvements. Staff reviewed the proposal and negotiated the scope of services and contract price in the amount of $130,038 (see attached).

SCHEDULE:

Listed below is the tentative schedule for design and construction:

Design:

Design Concept Report (30% Plans) – June 2009
60% Plans – August 2009
90% Plans – October 2009
Final Plans – November 2009

Construction:

Bid Award – January 2010
Begin Construction – February 2010
End Construction – August 2010

BUDGETARY IMPACT:

Funding for this project is available in the Street Fund Line Item No. 304-1162-00-8420, CDBG Street and Sidewalk Improvements.

RECOMMENDATION:

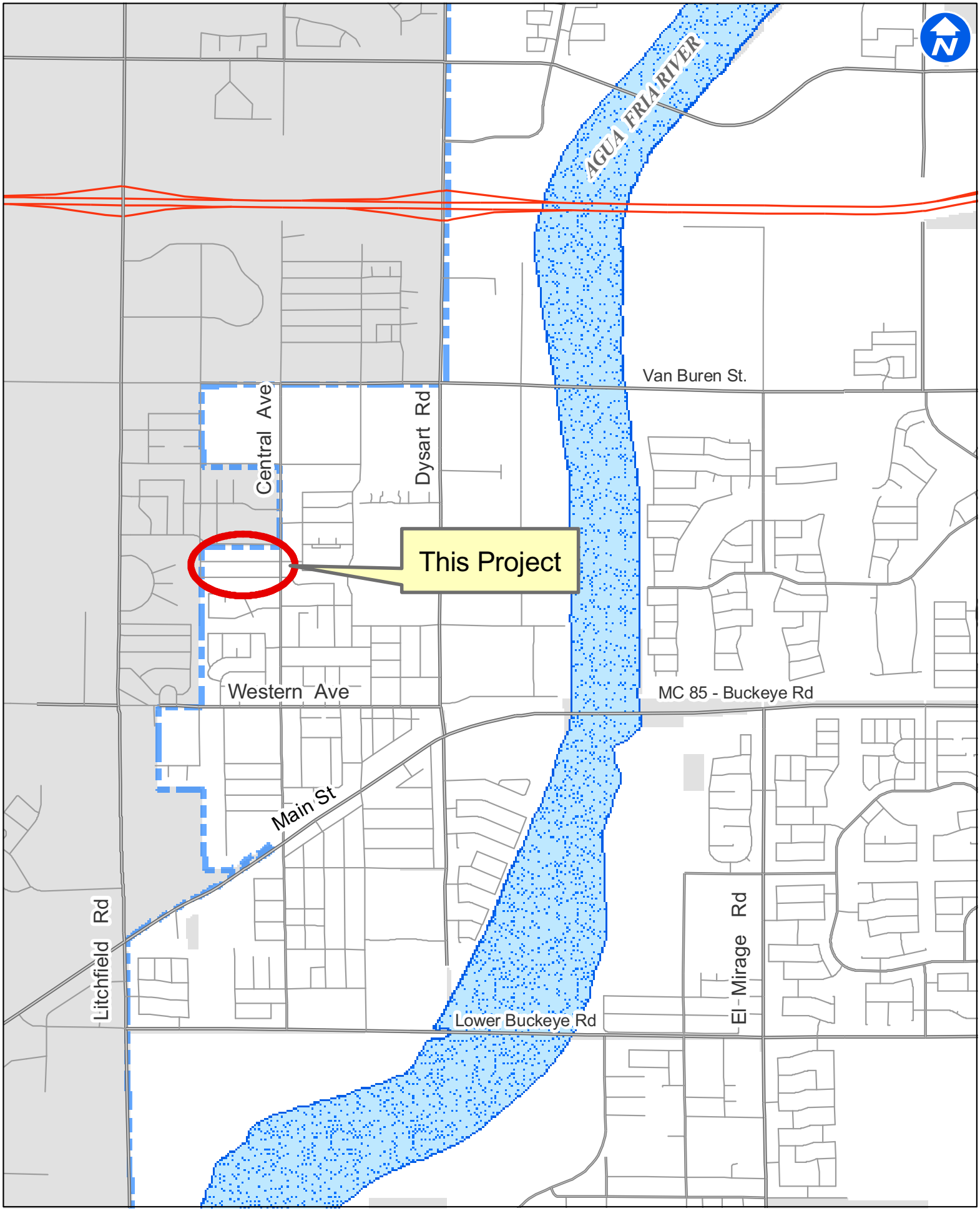
Staff recommends that the City Council approve a Professional Service Agreement with Wood, Patel & Associates, Inc. to provide design services for the CDBG Street and Sidewalk Improvement Project in the amount of $130,038 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- PSA - 1
- PSA - 2
- PSA - 3

VICINITY MAP



City of Avondale
ST 1162 - CDBG Project

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WOOD, PATEL & ASSOCIATES, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of April 6, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and Wood, Patel & Associates, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, EN 09-048 "ST-1162 Design Services for the CDBG Sidewalk and Street Improvements" (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 submitted an SOQ in response 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 professional services to design street and sidewalk improvements in the South "Oldtown" Avondale Area (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 October 1, 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 in the Project Area as defined in Exhibit C and depicted in Exhibit D attached hereto and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed $130,038.00 for the Services as set forth in the Fee Proposal, attached hereto as Exhibit E 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 authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, 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 the appropriate RFQ number and title or a reference to this Agreement, as applicable, 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 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two 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 change 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.

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts 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 Consultant shall be relieved of any subsequent obligation under this Agreement.

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:	Wood, Patel & Associates, Inc. 2051 West Northern Avenue, Suite 100 Phoenix, Arizona 85021 Facsimile: (602) 335-8580 Attn: Carnell Thurman, 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'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 scrutinized business operations 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 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 SOQ, 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	WOOD, PATEL & ASSOCIATES, INC., an Arizona 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 _____, 2009, 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 _____, 2009, by _____ as _____ of WOOD, PATEL & ASSOCIATES, 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
WOOD, PATEL & ASSOCIATES, INC.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR ST 1162 - DESIGN SERVICES FOR THE CDBG SIDEWALK AND STREET IMPROVEMENTS

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**EN 09-048**
Solicitation Title:	**ST 1162 - Design Services for the CDBG Sidewalk and Street Improvements**
Release Date:	**February 3, 2009**
Final Date for Inquiries	**February 12, 2009**
NON-MANDATORY Pre-Submittal Conference:	**February 10, 2009** **10:00 a.m.** (local time, Phoenix, Arizona) Avondale Civic Center Creasote Conference Room 11465 West Civic Center Drive Avondale, Arizona 85323
SOQ Deadline:	**February 19, 2009** **3:00 p.m.** (local time, Phoenix, Arizona)
Letters to Final Listed Firms:	**March 5, 2009**
Target City Council Award Date:	**April 6, 2009**
City Representatives:	**Chris Hamilton chamilton@avondale.org 623-333-4218** **Frank Graham fgraham@avondale.org 623-333-2029**

Table of Contents

Section A		Page
I.	RFQ Process, Award of Agreement	A-1
II.	Statement of Qualifications Format; Scoring	A-5
III.	Vendor Information Form	A-8
Section B		
IV.	Draft Professional Services Agreement (Exhibit C – Scope of Work)	B-1

I. RFQ PROCESS; AWARD OF AGREEMENT

1. Purpose/Scope of Work. The City of Avondale (the "City") is seeking Statements of Qualification ("SOQ") from qualified engineering design firms ("Vendors") interested in providing professional services to design street and sidewalk improvements in the South "Oldtown" Avondale Area (the "Project"), as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit C. The Project is funded with federal Community Development Black Grant ("CDBG") funds and will require compliance with federal regulations stipulated in the Code of Federal Regulations, 24 C.F.R. Part 570.

The City will endeavor to ensure in every way possible that small, minority, disadvantaged and/or women-owned business enterprises (collectively "DBE") shall have every opportunity to participate in submitting SOQs and providing services. DBE businesses are encouraged to submit SOQs. The City will not discriminate against any business on grounds of race, color, religion, gender, national origin, age or disability. It is the City's policy that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire and promote regardless or race, color, religion, gender, national origin, age or disability.

The City anticipates that the plans, specifications and engineer's estimate will be completed by September 2009 and the construction work beginning by October 2009. The selected Vendor shall prepare a Project schedule and milestones to reflect the City's goals.

2. Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

2.1 Irregular or Non-responsive SOQ. The City shall 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.

2.2 Submittal Quantities. Interested parties must submit **one (1) original** and **five (5) copies** (six (6) total submittals) of the SOQ. In addition, interested parties must submit **one (1) original copy** of the SOQ on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the SOQ being considered non-responsive.

2.3 Required Submittal. The SOQ shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. SOQs submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The SOQ shall be a maximum of **six (6)** pages to address the SOQ criteria (excluding resumes 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 or organizational chart and only having information on one side. 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**. Failure to adhere to the page limit and size criteria and font shall size result in the SOQ being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram SOQs will not be considered.

2.4 Vendor Responsibilities. All Vendors shall (a) examine the entire RFQ, (b) seek clarification of any item or requirement that may not be clear, (c) check all responses for accuracy before submitting a SOQ and (d) submit the entire SOQ by the official SOQ Deadline. Late SOQs will not be considered. A Vendor submitting a late SOQ shall be so notified. Negligence in preparing a SOQ confers no right of withdrawal after the SOQ Deadline.

2.5 Sealed Submittals. All SOQs shall be sealed and clearly marked with the SOQ number and title**, (EN 09-048) ST 1162 - Design Services for the CDBG Sidewalk and Street Improvements**, on the lower left hand corner of the 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.

2.6 Address. 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 SOQ Deadline indicated on the cover page of this RFQ.

2.7 Amendment/Withdrawal of SOQ. At any time prior to the specified SOQ Deadline, a Vendor (or designated representative) may amend or withdraw its SOQ. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in **original ink** by the authorized person signing the SOQ. Facsimile, electronic (email) or mailgram SOQ amendments or withdrawals will not be considered. No SOQ shall be altered, amended or withdrawn after the specified SOQ Deadline.

3. 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.

4. Inquiries.

4.1 Written/Verbal 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 final date for inquiries indicated on the cover page of this RFQ or submitted verbally at the Pre-Submittal Conference on the date indicated on the cover page of this RFQ. In the event the City is closed on the final date for inquiries indicated on the cover page of this RFQ, the Vendor shall leave the question on the City Representative's voicemail or e-mail. Any inquiries related to this RFQ shall refer to the number and title, 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 RFQ's Due Date and Time.

4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFQ. Verbal or telephone inquiries directed to City staff prior to the Pre-Submittal Conference **will not be answered**. Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained a RFQ package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the final date for inquiries listed on the cover of this RFQ.

5. Pre-Submittal Conference. A pre-submittal conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFQ. This conference may be designated as mandatory or non-mandatory on the cover page of this RFQ. Additionally, if the pre-submittal conference is designated as mandatory, failure to attend shall render that Vendor's SOQ non-responsive. Vendors are strongly encouraged to attend those pre-submittal conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFQ in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFQ or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the RFQ. Oral statements or instructions will not constitute an amendment or addendum to this RFQ. Any addendum issued as a result of any change in this RFQ shall become part of the RFQ and must be acknowledged in the SOQ submittal. Failure to indicate receipt of the addendum shall result in the SOQ being rejected as non-responsive.

6. 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.

7. Confidential Information. Vendors are requested not to include confidential information in the SOQ submittal. 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. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

8. 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. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

9. Certification. By submitting a SOQ, the Vendor certifies:

9.1 No Collusion. The submission of the SOQ did not involve collusion or other anti-competitive practices.

9.2 No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

9.3 No Gratuity. 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. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, 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 City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

9.4 No Signature/False or Misleading Statement. Failure to sign the SOQ, or signing it with a false or misleading statement, shall void the submitted SOQ and any resulting Agreement.

9.5 Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Service Agreement including the Scope of Work and other Exhibits.

10. Award of Agreement.

10.1 Evaluation. 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. The Selection Committee will create a final ranking of the Vendors based upon its evaluation of (i) the SOQ, (ii) information provided by references and (iii) criteria outlined in this RFQ. The Selection Committee will enter into negotiations with the highest scoring Vendor from the final list. The selected Vendor 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.

10.2 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.

10.3 Protests. Any Vendor 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.

11. 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 acceptable to the City Attorney. A sample Professional Service Agreement is included herein.

II. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

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 shall 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.

Section 1: General Information 5 pts

a. One page cover letter as described in Section I, 2.3.

b. Provide a general description of the Vendor that is proposing to provide the required design services for this Project.

c. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint 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.

d. Identify the location of the Vendor's principal office and the local work office, if different.

e. Provide the Arizona professional license numbers held by the Vendor and the key personnel who will be assigned to this Project. Please indicate if the individual or the Vendor holds the license.

f. Identify any contract or subcontract held by the Vendor or officers of the Vendor that has been terminated within the last five (5) years. Briefly describe the circumstances and the outcome(s).

g. Identify any claims arising from a contract that resulted in litigation or arbitration within the last three (3) years. Briefly described the circumstances and the outcome(s).

h. Vendor Information Form (may be attached as separate appendix).

Section 2: Experience and Qualifications of the Vendor 25 pts

a. Provide a description of projects in which the Vendor has served as design consultants on similar successful projects for organizations or municipalities of the same size as, or larger than, the City, completed within in the last three (3) years. For each project, provide, at a minimum, the following:

(i) Project description. Include details about how your project is similar to the one described in this SOQ.

Name of the company or organization.

Role of the firm.

Name of Project Manager for the Project (state if still with the Vendor).

Organization name.

Contact name.

Contact address, telephone number, and e-mail address.

The above information must be current, as this will be used to verify references. The City's inability to verify the reference information provided in the SOQ shall result in the Vendor's disqualification.

Section 3: Key Personnel Experience 30 pts

a. Provide an organizational chart showing key personnel to be involved in this Project and company affiliation. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included with the proposal.

b. Attach a brief (two page maximum) resume for the key personnel listed above, including experience in consulting projects, the home office location of key personnel and length of time with the Vendor. At a minimum, the listed projects should include two comparable projects, location, key person's role, reference information and brief description of the work. Resumes may be attached as a separate appendix.

The above information must be current, as this will be used to verify references. The City's inability to verify the reference information provided in the SOQ shall result in the Vendor's disqualification.

Section 4: Project Understanding and Approach 30 pts

a. Discuss your understanding of this Project including the Scope of Work described in the Professional Service Agreement in Exhibit C. Include major issues your Vendor has identified and how you intend to address those issues.

b. Discuss your proposed schedule for meeting the requirements of this Project.

Section 5: Overall Evaluation of Capability to Provide Required Services 10 pts

No response is required for this section. The Selection Committee may award points for this section after considering the Vendor's 1) current capacity of the key personnel, size and complexity of similar projects, 2) ability to maintain the schedule and budget and 3) previous work performed for the City.

Total Possible Points for SOQ Submittal: 100

III. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting Vendor 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.

Wood, Patel & Associates, Inc.
VENDOR SUBMITTING SOQ

86-0680091
FEDERAL TAX ID NUMBER

Carnell Thurman, Vice President
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

2051 West Northern, #100
ADDRESS

(602) 335-8500 (602) 335-8580
TELEPHONE FAX #

Phoenix, AZ 85021
CITY STATE ZIP

February 18, 2009
DATE

WEB SITE: www.woodpatel.com

EMAIL ADDRESS: cthurman@woodpatel.com

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

_____ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? No

If yes, please provide details and documentation of the certification.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WOOD, PATEL & ASSOCIATES, INC.

[Consultant's SOQ]

See following pages.

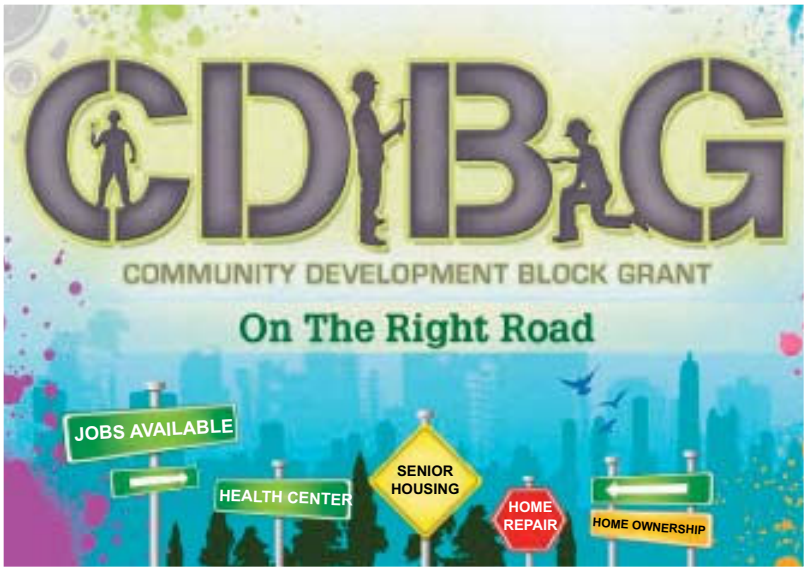
STATEMENT OF QUALIFICATIONS

Original

CITY OF AVONDALE

CDBG Sidewalk and Street Improvements Design Services

Solicitation No. EN 09-048 (ST 1162)



MISSION: CLIENT SERVICE™

Think Green!
This cover has been printed on recycled material.

Submitted by:

WOOD/PATEL

2051 West Northern Avenue, Suite 100
Phoenix, Arizona 85021
(602) 335-8500 | (602) 335-8580 fax
www.woodpatel.com

WOOD/PATEL

CIVIL ENGINEERS • HYDROLOGISTS • LAND SURVEYORS • CONSTRUCTION MANAGERS

Darrel E. Wood, P.E., R.L.S.
Ashok C. Patel, P.E., R.L.S., CFM
Gordon W.R. Wark, P.E.
James S. Campbell, P.E.
Thomas R Gettings, R.L.S.
Michael T. Young, P.E.
Peter Hemingway, P.E.
Jeffrey R. Minch, P.E.
Robert D. Gofonia, P.E., R.L.S.
Patrick W. Marum, P.E.
Carnell Thurman, P.E.
Shimin Zou, Ph.D., P.E., CFM
Darin L. Moore, P.E.
John M. Bulka, P.E.
Scott D. Gookin, P.E.
John C. Tuter, P.E.
Darrell D. Smith, P.E.
Chintan S. Jhaveri, P.E.
Geoffrey S. Brownell, P.E., CFM
Kathy M. Svechovsky, R.L.S.
Scott A. Audsley, P.E., LEED AP
Emily C. Schad, R.L.S.
Ryan T. McKaskle, P.E., CFM
Gabriel S. Rios, R.L.S.
Daniel C. Cronin, PMP, LEED AP
Kristin M. Tytler, P.E.

February 19, 2009

Mr. Chris Hamilton, P.E.
Project Manager
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

Re: **Design Services for the CDBG Sidewalk and Street Improvements**
Solicitation No. EN 09-048 (ST 1162)

Dear Mr. Hamilton and Members of the Selection Committee:

Wood, Patel & Associates, Inc. (Wood/Patel) is proud to submit this Statement of Qualifications for the Community Development Block Grant (CDBG) Sidewalk and Street Improvements project. We believe that our technical knowledge, local experience with Avondale, and dedication to continue our relationship with the City will prove beneficial to its citizens. Our team understands the significance and the importance of serving the City's interests in successfully delivering a CDBG-funded project.

Carnell Thurman, P.E., will serve as your Project Manager and primary point-of-contact assuring that this project meets budget and schedule. Carnell has relevant experience in developing and managing CDBG projects, specifically in his former role as the City Engineer of Avondale. He provides a unique blend of municipal knowledge, project experience, project management, and leadership. Carnell is supported by a team of professionals who also have local knowledge and experience to deliver this project on schedule and within budget.

The Wood/Patel team's experience with federally-funded projects within the City of Avondale includes:

- South Avondale Sidewalk Improvements **(CDBG)**
- Cashion Sidewalk Improvements Phase II **(CDBG)**
- Cashion Street Improvements (CMAQ)

Other local relevant projects include:

- Lower Buckeye Road Water Transmission Main
- 124th Avenue Water Line
- McDowell Road Commercial Corridor Improvement District

MISSION: CLIENT SERVICE™

Wood/Patel's ability to deliver value-added services, such as cost-to-benefit analyses, and alternative solutions to complex problems, will prove rewarding to the City as this project improves the neighborhood's public streets, sidewalks, potable water, and fire protection services. We look forward to your consideration and the opportunity to team with the City to successfully deliver design services for the CDBG Sidewalk and Street Improvements Project.

Sincerely,

Wood, Patel & Associates, Inc.

Darrel E. Wood, P.E., R.L.S.
Principal-in-Charge / CEO

Carnell Thurman, P.E.
Project Manager / Vice President

SECTION 1: GENERAL INFORMATION

b. General Description: For an unprecedented sixth year in a row, Wood/Patel is Arizona's number one civil engineering firm, as ranked by client satisfaction *(Ranking Arizona: The Best of Arizona Business 2004-2009)*. We are one of the largest locally owned and operated engineering firms in the state, serving Arizona agencies and communities since 1984. Wood/Patel is committed to serving and satisfying the City of Avondale's (City) goals and objectives, fulfilling our signature **Mission: Client Service™.**

c. Legal Organization & Vendor Identification Information: Wood, Patel & Associates, Inc. is a privately-owned corporation, structured as an S-Corporation, that is legally qualified to do business in the state of Arizona, with 22 Professional Engineers (P.E.) and seven Registered Land Surveyors (R.L.S.). Our Federal Tax ID number is 86-0680091, our Arizona Transaction Privilege Tax number is 20017056, and our Corporation Commission number is 0232215-4.

Wood/Patel Contact: Carnell Thurman, P.E.
2051 West Northern, Suite 100, Phoenix, AZ 85021
phone: (602) 335-8500 fax: (602) 335-8580
cthurman@woodpatel.com | www.woodpatel.com

"Wood/Patel's associates are practical professionals who will evaluate what you need in order to assure long-term success and expandability as your needs evolve. I would run to the bank with their group of professionals as they have proven they are seeking the client's best interest time and time again."
- Cato Esquivel, City of Goodyear

d. Vendor Locations: ***Principal Location and Local Work Office:***
2051 W. Northern Avenue, Suite 100, Phoenix, AZ 85021

e. Professional License Numbers:

Wood/Patel Key Personnel		Subconsultant Key Personnel	
Name/Title	Registration #	Name/Title	Registration #
Darrel Wood, PE / Principal in Charge	#24443 - AZ	Donald Spadola, PE / Environ/Geotech	#19262 - AZ
Carnell Thurman, PE / Project Manager	#33461 - AZ		
John Tuter, PE / Project Engineer	#39286 - AZ		
Chintan Jhaveri, PE / Traffic Engineer	#43820 - AZ		
Jeff Minch, PE / Drainage Engineer	#24999 - AZ		
Tom Gettings, RLS / Survey Manager	#27239 - AZ		

f. Contract/Subcontract Termination: Wood/Patel has not had a contract or subcontract terminated within the last five years.

g. Claims/Litigation: **Wood/Patel has successfully completed all agency work awarded to it.** There are no claims arising from contracts resulting in litigation or arbitration within the last three years.

h. Vendor Information Form: *(please see the Appendix)*

SECTION 2: EXPERIENCE & QUALIFICATIONS OF THE VENDOR

a. Relevant Project Experience Within Three Years:

Our project experience is organized as follows: a. Project description (see matrix for similar project details) b. Name of company or organization c. Role of firm d. Name of Project Manager e. Organization name f. Contact name g. Contact address, telephone number, and email address	Coordination	Survey	Utility Investigation	Roadway Design	Waterline Design Services	Drainage Analysis	Public Interaction
Bell Road Reconstruction - *Surprise AZ:* Reconstruct five miles of arterial road improvements, including waterline and services / City of Surprise/ Prime Consultant / PM – Carnell Thurman / City of Surprise Mr. Suneel Garg, PE,12425 West Bell Road Surprise, AZ 85374, (623) 222-3424, Suneel.Garg@surpriseaz.com	✔	✔	✔	✔	✔	✔	
Intersection Improvements Dysart & Thunderbird Roads - *El Mirage AZ:* Reconstruct and widen ¼ mile and intersection improvements at Thunderbird Road, including a 16-inch waterline / Prime Consultant / PM – Carnell Thurman / City of El Mirage, Mr. Jorge Gastelum, PE , 12145 NW Grand Avenue, El Mirage, AZ 85335, (623) 876-2976, jgastelum@cityofelmirage.org	✔	✔	✔	✔	✔	✔	✔
Main Street - *Mesa, AZ:* Three miles of reconstruction of existing pavement and the installation of waterline. Project consists of 1.8 million square feet of retail, restaurant and Class 'A' office space; 1,100 mixed-use residential units; 400 boutique resort hotel rooms; premier residential living / City of Mesa / Prime Consultant / PM – John Tuter / City of Mesa, Mr. Marc Ahlstrom, PE, 20 E Main Street, Mesa, AZ 85211, (480) 644-4622, marc.ahlstrom@mesaaz.gov	✔	✔	✔	✔	✔	✔	✔
El Mirage Road – Deer Valley to Loop 303, *Maricopa County, AZ:* 2.5 miles of new reconstruction and widening of El Mirage Road to arterial standards from Deer Valley Road to the Loop 303. / Maricopa County Department of Transportation (MCDOT) / Prime Consultant / PM – Chintan Jhaveri / MCDOT, Mr. N. Sami Ayoub, PE, 2901 W. Durango Street, Phoenix, AZ 85009, (602) 506-4662, samiayoub@mail.maricopa.gov	✔	✔	✔	✔	✔	✔	✔
McDowell Road Commercial Corridor - *Goodyear, AZ:* 3.6 miles of roadway, two- to six-lane major arterials / City of Goodyear / Prime Consultant / PM – Pete Hemingway, and PE – Carnell Thurman / City of Goodyear, David Ramirez, 195 North 145th Ave, Goodyear, AZ 85338, (623) 882-7954, david.ramirez@goodyearaz.gov	✔	✔	✔	✔	✔	✔	✔
43rd Avenue Improvements, - *Phoenix, AZ:* One mile of street reconstruction and widening including drainage facilities from Baseline Road to Southern Avenue City of Phoenix / Prime Consultant / PM – Chintan Jhaveri / City of Phoenix, Mr. Hugh Alter, 1034 E. Madison Street, Phoenix, AZ 85034, (602) 534-7052, hugh.alter@phoenix.gov	✔	✔	✔	✔	✔	✔	

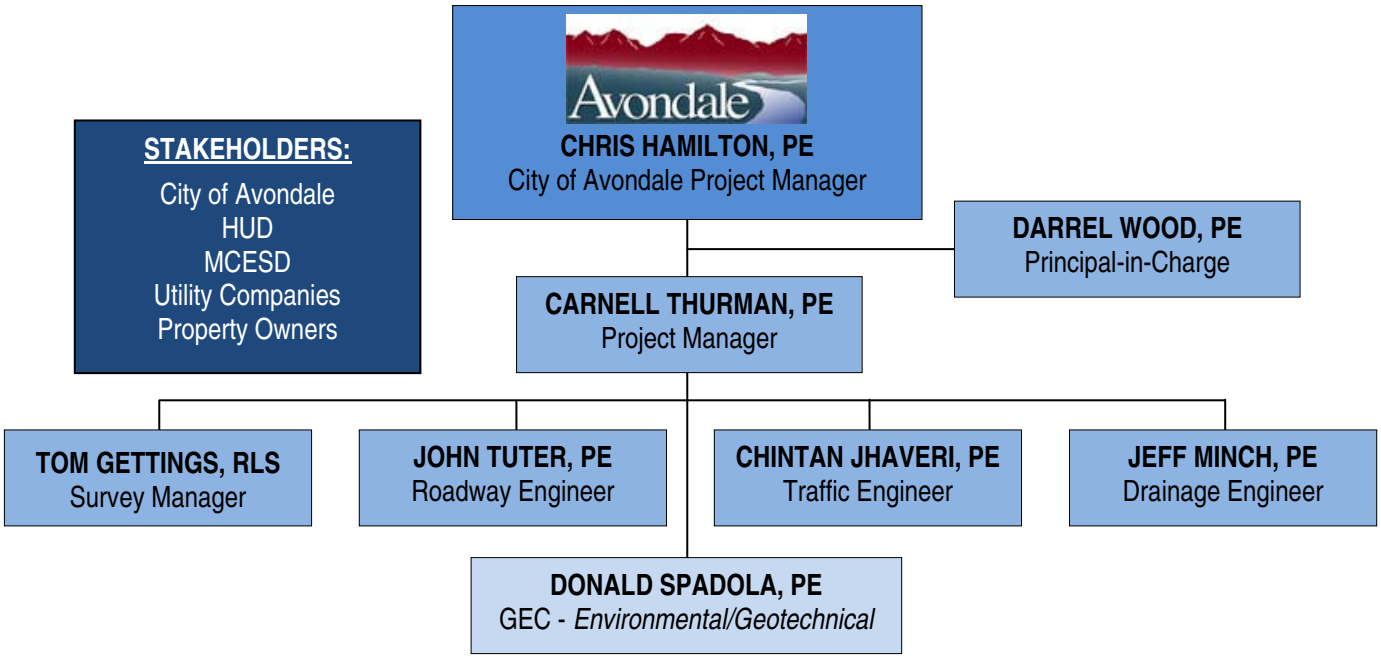
Additional Project Experience: In addition to the projects listed above, Wood/Patel has successfully completed federally-funded projects for the City of Avondale, including:

- Cashion Street Improvements - Congestion Mitigation & Air Quality (CMAQ)
- Cashion Sidewalk Improvements, Phase II - CDBG
- South Avondale Sidewalk Project - CDBG

Carnell Thurman, Project Manager, gained experience in developing and managing CDBG projects for the City while serving in his former role as Avondale's City Engineer.

SECTION 3: KEY PERSONNEL EXPERIENCE

a. Organizational Chart & Supervision Plan:



All Wood/Patel employees serve clients from our location at 2051 West Northern Avenue in Phoenix.

Supervision Plan: As Project Manager, Carnell will work diligently to ensure the successful implementation of administrative and technical decisions and solutions are available to the City of Avondale. He will:

- Be the primary contact for the City and report directly to the City's Project Manager, Chris Hamilton
- Lead and facilitate the integration of other project stakeholder concerns into project decision-making
- Commit adequate personnel and resources to this project while overseeing subconsultant coordination
- Be ultimately responsible for the quality and timeliness of the Wood/Patel team's performance

SECTION 4: PROJECT UNDERSTANDING & APPROACH

a. Understanding of the Project: The Community Development Block Grant (CDBG) program is a 35 year-old partnership program among federal, state, and local governments, which allows for the construction of public infrastructure improvements such as street reconstruction, sidewalks, waterlines, and sewer lines. This program's goal is to improve living conditions in eligible neighborhoods by providing affordable housing, a suitable living environment, and opportunities for economic expansion. In May of 2006, the City of Avondale became an entitlement city, making it no longer eligible to receive annual funding through the Maricopa County Community Development Assistance Committee. In order to obtain eligibility to receive federal funds, the City must develop a Four-Year Consolidated Plan that identifies the housing and community development needs for low-income residents and prescribe strategies to address them. The City of Avondale's Consolidated Plan was accepted by the U.S Department of Housing and Urban Development (HUD). This CDBG Sidewalk and Street Improvement project is one of the proposed improvement projects presented in the Consolidation Plan.

Wood/Patel understands the economical and social benefit of CDBG-funded projects. Our experience with federally-funded projects including *South Avondale Sidewalk Improvements (CDBG)*, *Cashion Sidewalk Improvements Phase II (CDBG)*, and the *Cashion Street Improvements (CMAQ)*, coupled with Carnell's relationship with the City as a former City Engineer, makes our firm uniquely qualified to deliver this project for the City on time and in compliance with the CDBG program.

This CDBG Sidewalk and Street Improvement project aims to improve conditions of a three-block area (95 single-family homes) bound by Central Avenue to the east, La Jolla Boulevard to the west, Loma Linda Boulevard to the north, and Brinker Drive to the

south. The City desires to reconstruct public streets, improve surface drainage, and install new public waterlines and water service connections to 57 single-family homes, with the goal of awarding the construction contract within six months from engineer's Notice to Proceed (NTP).

Wood/Patel has identified **key issues** and **solutions** that affect this project, as outlined below:

Navigating the CDBG Process - For the City to receive CDBG funding, there are many specific guidelines related to information tracking that must be followed in order to maintain program compliance *and be eligible to receive future funding*. CDBG projects are managed in the Integrated Disbursement and Information System (IDIS), which tracks fund utilization and project results. This data is submitted by the City to HUD, which then reports to Congress and other stakeholders.

We understand that the City is charged with ensuring project statuses are updated within the IDIS as activity accomplishments are achieved, at least quarterly. The goal is to show funders that the City's CDBG funds are being used both efficiently and effectively. Wood/Patel will assist the City in achieving this goal by:

- **Maintaining continuous, open communication** - We will provide the City with project updates at mutually agreed-upon intervals to ensure City staff are able to input updates into the IDIS as required by funding streams.
- **Fast-tracking** - CDBG funders want to see their funds create measurable improvements that are cost-efficient. We have proposed a project team that is immediately available to begin designing this project. Carnell Thurman, Project Manager, will guarantee sufficient manpower is allocated to this project to ensure prompt schedule progression *(please see our proposed schedule on page 5)*.
- **Seamless "passing of the torch" into the construction phase** - We understand that the City wants to award a construction contract six months after the engineer's NTP. During design, and again prior to the 90% submittal, our internal construction management team will perform a construction document quality-assurance check to verify their constructability. This very important value-added step assures a smooth transition from design, through bidding phase services, to project construction and close-out.

As a result of these efforts, the City will be in compliance with CDBG funding regulations. We understand that this project's ultimate goal is to revitalize the surrounding neighborhood – in addition to this goal, we also believe that this project's success is critically important for the City to be granted additional funding for future improvement projects.

Stakeholder Coordination - Wood/Patel has built its reputation on responsiveness and timely communication. Our collaborative approach in assisting our clients as an extension of their staff results in **continuous, open communication with stakeholders**. Stakeholders involved with this project include the City, HUD, multiple property owners, Maricopa County Environmental Services Department (MCESD), and private utility companies. Wood/Patel will coordinate directly with the City of Avondale Project Manager, Chris Hamilton. We have completed several projects in the City, including *Cashion Street Improvements*, *Cashion Sidewalk Improvements Phase II*, *South Avondale Sidewalk* project, and will utilize this experience to provide the City with timely and high-quality construction documents. Meetings will be held at mutually agreed-upon intervals (we suggest monthly meetings) to discuss project task options and ensure conflicts are resolved early-on. Our proactive approach will equate to a **savings of time and cost.**

Survey - The first step in designing a successful project is to have comprehensive survey data for the project site. Wood/Patel adds value to this project by utilizing its own in-house survey team to obtain survey data, which ensures seamless transmission of information. Wood/Patel's experienced survey team led by Tom Gettings will obtain all necessary topographic features (including cross-sections at 50-foot intervals, floor elevations of surface utilities, etc.), as well as additional field information where poor surface drainage areas exist. Carnell Thurman has personally observed the project area after a rainfall event and noted where ponding creates challenges.

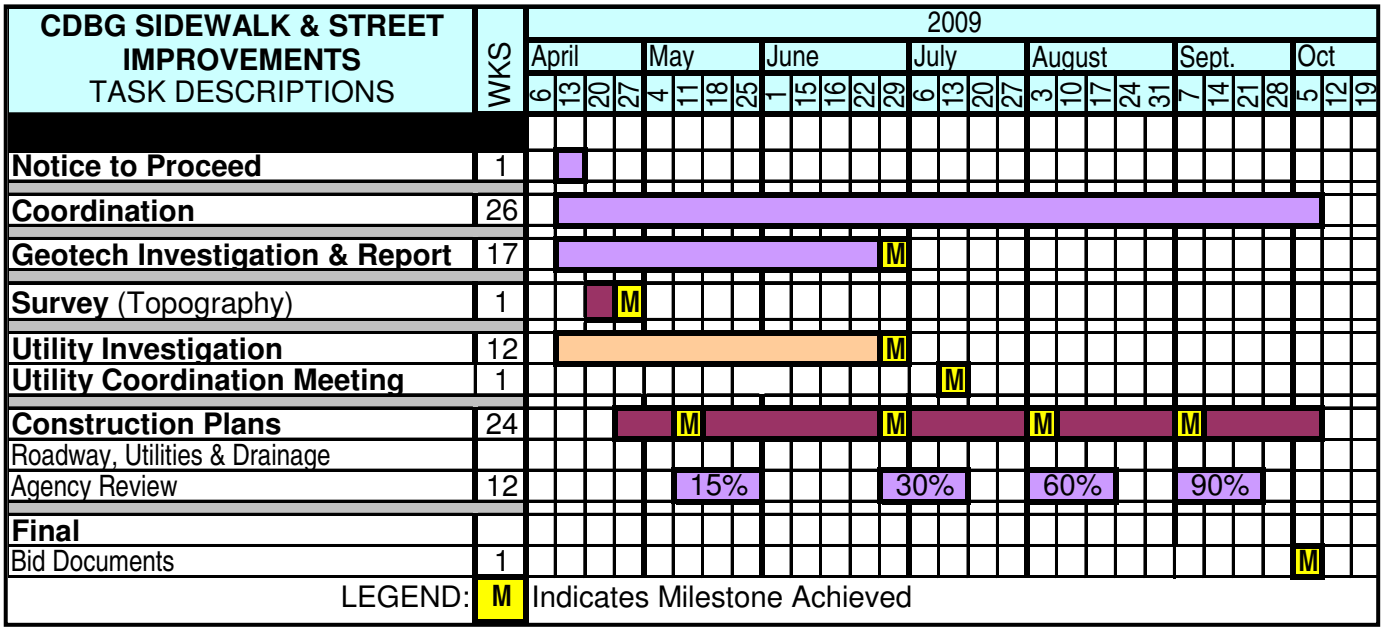
Utility Investigation - Wood/Patel will provide utility coordination services for this project in accordance with the Arizona Utility Coordinating Committee (AUCC) guidelines and in strict adherence with Arizona Blue Stake law, as we have on past City of Avondale projects Wood/Patel has successfully completed. After a review of utility companies listed as franchisees on the Arizona Blue Stake website, we anticipate coordination with APS electric, Cox Communications, and Qwest. Wood/Patel will meet with these utility companies at regularly-scheduled intervals to ensure that **conflicts are quickly resolved with no adverse impact to the project schedule.**

Roadway Design Services - Brinker Drive, Lawrence Boulevard, the south half of Loma Linda Boulevard, and La Jolla Boulevard will be upgraded to better serve the neighborhood. Our field visits confirm the need for pavement and sidewalk replacement at various locations as indicated on our ***Issues Map***. Poor or flat longitudinal curb slopes were also observed. Wood/Patel has the experience to provide full field survey and identify engineering solutions that add value, all while respecting the neighborhood residences. Our team will evaluate the existing pavement material for possible use in the pavement structural section. **We anticipate that this cost-savings method could potentially reduce the project cost.** The project design, including the 15% Design Concept Report, will be in accordance with City Design Standards and include recommendations for: 1.) proposed improvements for existing pavement sections, 2.) scheduling, phasing, and traffic control including coordination with utilities, residents, and the City's CDBG Program, 3.) drainage improvements, and 4.) improved pedestrian access.

Waterline Design Service - The Wood/Patel team understands that the City desires to replace and abandon existing 6-inch diameter waterlines that are currently located in alleys serving approximately 57 homes, and install new 8-inch diameter waterlines and fire hydrants in Loma Linda Boulevard and Lawrence Boulevard. New meters and service connections will be installed to serve the 57 homes. All service connections from the meters to buildings will be installed to conform to the Uniform Plumbing Code (UPC). Potholing for conflicts will be necessary to avoid adverse impacts, cost, and delays to the project. MCESD will provide approvals for construction. Based on our research, we believe that a plan view of each house rerouting its water service line will support the contractor to submit a lower bid price.

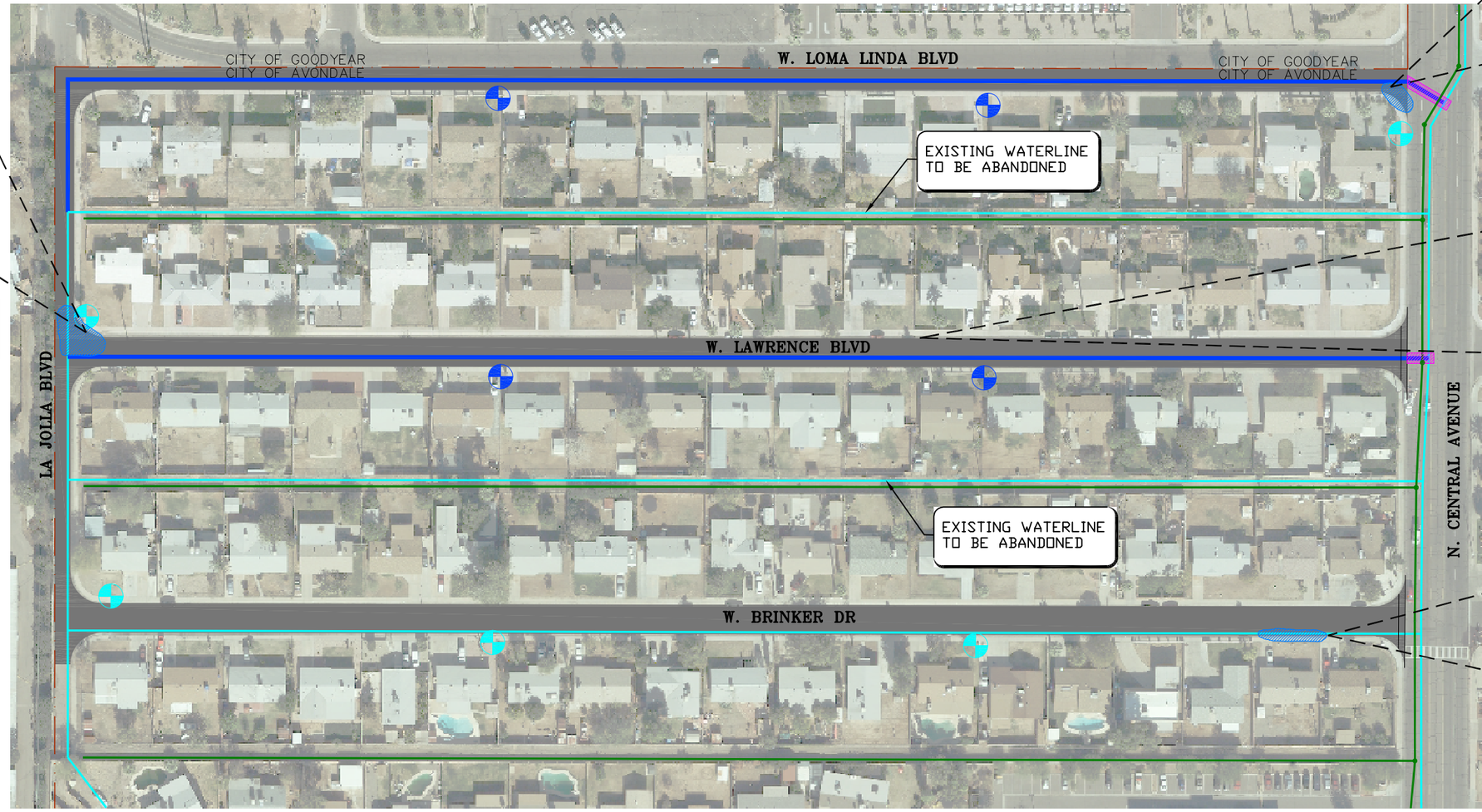
Drainage Analysis and Design Services - Ponding occurs in several areas along the three roadways, specifically at the Brinker Drive and 4th Avenue intersection and the Loma Linda Boulevard and Central Avenue intersection. This ponding is a result of pavement weathering which creates low points at those locations. Our investigations lead us to believe that additional ponding areas were created due to the absence of valley gutters. To address these drainage issues, Wood/Patel will gather the necessary topography to analyze the ponding locations. We will prepare a drainage report and analysis for a 100-year two-hour storm on the existing right-of-way corridors. Deteriorated pavement will be replaced and the new cross-sections will be analyzed to prevent future ponding. Valley gutters will be installed at the Lawrence Boulevard and Central Avenue intersection and the Brinker Drive and Central Avenue intersection to improve existing conditions and preserve pavement conditions.

b. Proposed Schedule: The Wood/Patel team has scheduled this project based on deliverables referenced in the RFQ. Our six-month schedule includes design efforts to finalize plans and specifications by October 5, 2009 assuming a NTP date of April 12, 2009. Our team is structured to have all resources in place and available to execute these tasks as depicted in project schedule. We are proposing a 15% Design Concept Report (DCR), and 60% and 90% submittal reviews from City staff prior to finalizing bid documents. Project Manager Carnell Thurman will assure that the schedule is maintained and on-track by utilizing Microsoft Project. Carnell's proactive approach to communicating these efforts utilizes the **STAR Method** which defines the **Situation**, indentifies the **Task** to execute, and develops an **Action** plan to reach the desired project **Results** in a timely manner. His local experience and knowledge of the stakeholders allows for quick resolutions, resulting in expedited plan preparation, reduced City review submittal cycle turnaround times – all supporting a shorter schedule if the City desires.



CDBG SIDEWALK AND STREET IMPROVEMENTS
ISSUES MAP

EXISTING ROADWAYS AND CURB RETURNS WILL BE ANALYZED FOR THE MINIMIZATION OF PONDING.



EXISTING CURB RETURNS WILL BE ANALYZED FOR THE MINIMIZATION OF PONDING. VALLEY GUTTERS WILL BE INSTALLED WHERE NECESSARY.

BROKEN AND FRACTURED SIDEWALK SECTIONS WILL BE REPLACED.

NEW PAVEMENT DESIGN WILL ELIMINATE PAVEMENT PATCHES AND MINIMIZE PONDING.

LEGEND

	PRELIMINARY QUANTITY ESTIMATES
PROPOSED ROADWAY REPLACEMENT	12,216 SY
PROPOSED SAWCUT AND REPLACEMENT	80 SY
PROPOSED VALLEY GUTTER	2 EA
PROPOSED WATERLINE	2740 LF
PROPOSED FIRE HYDRANT	4 EA

- EXISTING RIGHT-OF-WAY/CITY LIMITS
- EXISTING WATERLINE
- EXISTING FIRE HYDRANT
- EXISTING SEWER LINE
- EXISTING PONDING LOCATION

TYPICAL WATER SERVICE CONNECTION

N

NTS

WOOD/PATEL

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WOOD, PATEL & ASSOCIATES, INC.

[Scope of Work]

See following pages.

WOOD/PATEL

CIVIL ENGINEERS • HYDROLOGISTS • LAND SURVEYORS • CONSTRUCTION MANAGERS

Darrel E. Wood, P.E., R.L.S.
Ashok C. Patel, P.E., R.L.S., CFM
Gordon W.R. Wark, P.E.
James S. Campbell, P.E.
Thomas R Gettings, R.L.S.
Michael T. Young, P.E.
Peter Hemingway, P.E.
Jeffrey R. Minch, P.E.
Robert D. Gofonia, P.E., R.L.S.
Patrick W. Marum, P.E.
Carnell Thurman, P.E.
Shimin Zou, Ph.D., P.E., CFM
Darin L. Moore, P.E.
John M. Bulka, P.E.
Scott D. Gookin, P.E.
John C. Tuter, P.E.
Darrell D. Smith, P.E.
Chintan S. Jhaveri, P.E.
Geoffrey S. Brownell, P.E., CFM
Kathy M. Svechovsky, R.L.S.
Scott A. Audsley, P.E., LEED AP
Emily C. Schad, R.L.S.
Ryan T. McKaskle, P.E., CFM
Gabriel S. Rios, R.L.S.
Daniel C. Cronin, PMP, LEED AP
Kristin M. Tytler, P.E.

March 18, 2009

Mr. Chris Hamilton, P.E.
Engineering Project Manager
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

Phone: (623) 333-4200
Fax: (623) 333-0420

Re: Design Services for the CDBG Sidewalk and Street Improvements
Solicitation No. EN09-048 (ST 1162)

Dear Mr. Hamilton:

Wood, Patel & Associates is excited about the opportunity to work with the City of Avondale. We are pleased to provide you with one (1) original and two (2) copies of our detailed Scope of Work and itemized Price Proposal for professional engineering services for this project.

The purpose of this scope is to define the engineering design services necessary to develop bid documents to reconstruct streets, repair sidewalks, and install waterlines and service connections.

Please feel free to contact me if further negotiations are required and thanks again for the opportunity to work with the City of Avondale.

Sincerely,

Wood, Patel & Associates, Inc.

MISSION: CLIENT SERVICE™

Carnell Thurman, P.E.
Vice President

CT/ju

Enclosures

Y:\WP\Proposals\Public Works Dept\Avondale coverletter CDBG 3-18-09.doc

SCOPE OF WORK

PROJECT TITLE: **CDBG Street and Sidewalk Improvements**

PROJECT NO.: **EN09-048 (ST 1162)**

I.PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

A BACKGROUND

The City has requested that Wood Patel & Associates, Inc. (DESIGN CONSULTANT) provide engineering design services to reconstruct streets and install new waterlines and water services connections in an area bounded by Loma Linda Boulevard, Central Avenue, Brinker Drive and La Jolla Boulevard. The City has evaluated this area (Oldtown) and determined that there is a need to address pavement conditions and the existing roadways require for replacement. The City will utilize federal funds through the Community Block Grant Program (CDBG) and has established a project goal of improving vehicular, pedestrian traffic and drainage conditions.

B GENERAL TASKS

B.1 GENERAL REQUIREMENTS – The design and all work shall conform to the latest edition and amendments of the following:

- City of Avondale Standard Details and Specifications
- MAG Uniform Standard Specifications and Details
- 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
- Uniform Plumbing Code (UPC)

B.2 DATA COLLECTION

- 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, maintenance records, and drawings of developments planned within the project area.

- DESIGN CONSULTANT shall keep a log of all documents and information provided by CITY staff and related stakeholders.

B.3 PUBLIC UTILITY COORDINATION

- DESIGN CONSULTANT shall coordinate with utility companies, 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 plan and profile sheets.

- DESIGN CONSULTANT shall work with the CITY to coordinate the early determination of facilities that may be abandoned or deactivated.

- 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.

- 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 plans at 30% submittal phase 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.

- 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 as well as a copy of the Utility Companies response.

- DESIGN CONSULTANT shall review all utility plans for constructability within the project limits.

- 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 improvements, and that such relocations will not impact the proposed construction schedule of the CITY's project.

B.4 PROGRESS MEETINGS

- DESIGN CONSULTANT shall hold the following progress meetings at the City of Avondale's offices or project site.

  - A Project kickoff meeting shall be held no later than two weeks after receiving the notice to proceed.

  - Comment Resolution Meetings shall be held no later than two weeks after redlines are returned to DESIGN CONSULTANT at each plan submittal.

  - Utility Coordination Meetings shall be held on an as needed basis or as determine by the City Project Manager.

- DESIGN CONSULTANT shall prepare and distribute meeting minutes for each Progress Meeting, including Action Items to be reviewed and updated at each

Progress Meeting. The minutes are to be reviewed and approved by the City's Project Manager prior to distribution and updated at each Progress Meeting.

B.5 PUBLIC MEETINGS

- DESIGN CONSULTANT shall prepare for and participate in Public Information Meetings as determine by the City. DESIGN CONSULTANT shall prepare display boards and exhibits that feature the proposed improvements.

- DESIGN CONSULTANT shall be responsible for the following:

  - Develop and setup display boards
  - Prepare a meeting sign-in sheet
  - Give a brief presentation and answer questions as needed
  - Prepare and make available a public comment sheet at each meeting.
  - Provide snack foods and beverages for each public meeting.
  - Prepare and distribute meeting minutes.
  - Prepare mailers/flyers (language to be coordinated with City PR staff)

- CITY shall be responsible for the following:

  - Secure a location and time for each public meeting
  - Prepare and distribute mailers/flyers to those residents within and adjacent to the project corridor, if required
  - Prepare newspaper notice of meeting, if required

B.6 PROJECT MANAGEMENT

- DESIGN CONSULTANT shall prepare regular progress reports; perform regular budget and schedule monitoring; coordinate with utilities, CITY representatives and other project stakeholders; and manage sub-consultants.

B.7 DESIGN SURVEY

DESIGN CONSULTANT shall perform all project survey as detailed below:

- 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 Currently, the horizontal survey data used for the project shall be presented in State Plane Coordinates, North American Datum of 1983 (NAD 83) 1992 epoch, and Arizona Central Zone, International Foot. Vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88), International Foot. Existing roadway centerline shall be established through Maricopa County Recorder's maps and land surveys in conjunction with existing street monuments. Aerial surveying and mapping procedures such as Global Positioning System (GPS) methods are acceptable provided the above criteria are adhered to.

- DESIGN CONSULTANT shall perform a full topographic 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, and ground elevations at R/W line.

- SURVEY LIMITS:DESIGN CONSULTANT shall take pavement elevations at the crown line or centerline of (road) at 50 feet intervals. In addition, DESIGN CONSULTANT shall take elevations at the gutter flow line and top of curb for all existing curb and gutter, 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 from right-of-way to right-of-way on Lawrence Boulevard and Brinker Drive from the centerline of Central Avenue to the west back of curb of La Jolla Boulevard, and from the southerly right-of-way to the centerline of Loma Linda Boulevard from the centerline of Central Avenue to the west back of curb of La Jolla Boulevard.

- DESIGN CONSULTANT DESIGN CONSULTANT shall take elevations at the inverts of all catch basins, manholes, pipes, rim elevations of manholes and all water valve nuts within the project limits.

- DESIGN CONSULTANT shall provide photogrametric services and aerial mapping of the full limits of the topographic survey. The result will provide planimetric detail, including structures and improvements within the individual lots, and pavement striping, one-foot contours and DTM of the project limits described above. DESIGN CONSULTANT shall provide digital orthophoto with a pixel resolution of 0.25 on a CD ROM.

B.8 PLANS, SPECIFICATIONS AND ESTIMATES

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
- Standard Sections Sheet
- Paving Plan/Profiles (1"=20'H/1"=2' V) – See Task 9 for additional information
- Waterline Plan/Profiles (1"=20' H/1"=2' V) See Task 10 for additional information
- Drainage Design and Analysis – See Task 11 for additional information
- Utility Relocation Plans (if required, by others)

- DESIGN CONSULTANT shall submit plans at the 15%, 30%, 60%, 95% and 100% stages. The plan submittals will follow the checklists provided by the CITY.

- As requested at the 15%, 30%, 60% and 95% 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.

- 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.)

- 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.

- 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.

- 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.

- DESIGN CONSULTANT shall return redline comments with each plan submittal.

- 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.

B.9 PAVING PLAN AND PROFILES

- DESIGN CONSULTANT shall perform work necessary to create Typical Roadway Sections, Geometric Layout and Paving Plan & Profile Sheets using design right-of-way needs for a City of Avondale Local Street

- 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, intersecting streets, utilities, existing 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.10 WATERLINE PLAN AND PROFILES

- DESIGN CONSULTANT shall design an 8" water main on Lawrence Boulevard and Loma Linda Boulevard.

- DESIGN CONSULTANT shall prepare waterline 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, intersecting streets, utilities, existing right-of-way, existing utilities, construction notes, etc. Profiles shall show stationing, existing ground, benchmarks and underground utilities.

- DESIGN CONSULTANT shall design new water service connections from the 8" mains to each residential dwelling along Lawrence Boulevard and Loma Linda Boulevard.

B.11 DRAINAGE DESIGN AND ANALYSIS

- DESIGN CONSULTANT shall perform drainage calculations and incorporate them into a Draft Drainage Report to accompany the 30% plan submittal. The limits of analysis shall be to existing improvements. DESIGN CONSULTANT shall analyze the hydrologic condition of the project area and use the 100-year 2-hour and NOAA-14 rainfall in accordance with the Flood Control District of Maricopa County (FCDMC) hydrology manual to estimate the 10 and 100 year storm events. The Draft Drainage Report shall identify proposed solutions or solutions to correct drainage challenges for all critical locations within the project area. This report shall document all calculations certifying that the proposed design meets the design criteria.

- DESIGN CONSULTANT shall incorporate comments received from the Draft Drainage Report into a Final Drainage Report between the 30% and 60% plan submittals.

B.12 GEOTECHNICAL

- DESIGN CONSULTANT shall conduct a visual geologic reconnaissance of the project area and review available geologic literature and aerial photographs of the project site and shall conduct a visual pavement reconnaissance of the roadway segment in question.

- DESIGN CONSULTANT shall establish test locations in the field and arrange for the mark-out of underground utilities through Arizona Blue Stake.

- DESIGN CONSULTANT shall core the existing pavement of the roadway segment in question at up to six (6) locations to determine the existing structural (asphalt and aggregate base) section.

- DESIGN CONSULTANT shall Drill six (6) hollow-stem auger borings using a truck-mounted two-wheel drive drill rig. These borings will be located within the existing roadway or in the shoulder whichever is more appropriate and will extend up to 10 feet deep for 4 locations and 3 feet deep in 2 locations.

DESIGN CONSULTANT shall collect ring samples and bulk samples for laboratory testing and will be responsible for preparation of field boring logs.

- DESIGN CONSULTANT shall perform laboratory testing to evaluate the ATTEBERG LIMITS plasticity index, compressibility, expansion and chemical characteristics of the subsurface soils encountered.

- DESIGN CONSULTANT shall prepare a draft geotechnical report, to accompany the 30% submittal, which will contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design of the new pavement and recommendations for construction. In addition, the reports will contain vicinity maps depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and subsurface conditions, laboratory test results and geotechnical recommendations related to excavation characteristics, bedding material, backfilling guidelines, subgrade support for new pavements, pavement design recommendations, pavement rehabilitation recommendations, and the re-use of on-site soils for engineered fill.

- DESIGN CONSULTANT shall incorporate comments received on the draft geotechnical report into a final geotechnical report to accompany the 60% submittal.

B.13 UTILITY LOCATING SERVICES (POTHOLING)

- DESIGN CONSULTANT shall conduct a Subsurface Utility Engineering (SUE) investigation per ASCE publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" at a "Quality Level C".

- Following the 30% design phase, DESIGN CONSULTANT shall develop a suggested pothole list that identifies stationing and offset. DESIGN CONSULTANT will provide the list to utility companies affected by the project, and facilitate coordination of a master pothole list.

- Prior to completion of the 60% plans, DESIGN CONSULTANT shall provide vacuum excavation potholes (testholes) on existing subsurface utilities at locations identified on the master pothole list. Pertinent pothole data will be presented in spreadsheet format on a standard "Testhole Data Summary" form that includes the depth, horizontal and vertical location, size and material composition of the utility line exposed.

- DESIGN CONSULTANT shall be responsible for field survey to initially stake the pothole location in white paint or white flagging for Blue Stake notification and as a reference point for the surveyed location of each pothole. DESIGN CONSULTANT shall identify the pothole number, northing, easting and elevation of the staked location. DESIGN CONSULTANT shall measure and record adjustments from the surveyed location to the steel reference pin set above the centerline of each exposed utility.

- Vacuum excavation potholing will include mobilization, set-up, traffic control (excluding uniformed police officer, special barricading, permit fees or inspections required by any governmental agencies), pavement cut and removal (if any), pavement patch as specified in Streetcut Permit (if any), excavation, backfill and compaction, all information requested, and clean up. DESIGN CONSULTANT shall apply for and obtain City of Avondale permit for potholing.

- For identified water and sewer lines, while the pothole is excavated, representatives from the CITY's Water and Sewer Department and DESIGN CONSULTANT will perform visual inspection of the condition of the lines. Formal recommendations for potential rehabilitation or replacement will be developed by the CITY's Water and Sewer representatives and DESIGN CONSULTANT and provided to the CITY's project manager in memorandum form.

C. CONSTRUCTION DOCUMENTS

DESIGN CONSULTANT shall prepare the construction documents for each design submittal listed in the table below.

Construction Document	**15% Stage**	**30% Stage**	**60% Stage**	**95% Stage**	**100% Stage**
Face Sheet	P	F	F	F	S
Design Sheet/Index		P	P	F	S
Special Detail Drawings		P	P	F	S
Typical Roadway Sections	P	F	F	F	S
Paving Plan & Profile Sheets	P	P	P	F	S
Water Plan & Profile Sheets	P	P	P	F	S
Quantity & Cost Estimate	P	P	P	F	S
Special Provisions	P	P	P	F	S
Drainage Report	P	P	P	F	S
Geotechnical Report	NA	P	F	S	NA

P – Denotes Preliminary, F – Denotes Final, S – Denotes Sealed –

C.1 DESIGN CONCEPT REPORT (DCR) (15%)

- DESIGN CONSULTANT shall submit to the CITY three (3) sets of the DCR. The DCR shall address proposed improvements, scheduling, traffic control and coordination, and drainage.

C.2 PRELIMINARY (30%, 60%, 90%) PLANS

- DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the previous plan review. DESIGN CONSULTANT shall submit to the CITY two (2) full size sets of construction plans, four (4) half size

sets of construction plans, four (4) copies of the draft drainage report, three (3) copies of the geotechnical report, four (4) copies of the construction cost estimate, four (4) copies of the special provisions, and plan checklists. In addition, DESIGN CONSULTANT shall send two (2) full size sets of construction plans, along with conflict letters.

- DESIGN CONSULTANT shall submit at 30% to the CITY, two (2) copies of the "Testhole Data Summary Sheet".

- DESIGN CONSULTANT shall submit a copy of the "Testhole Data Summary Sheet" to each utility company affected by the project.

- 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 FINAL (100%) CONSTRUCTION DOCUMENTS

- 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 redlines, one (1) copy of 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 with cover sheet signed by ADEQ or Maricopa Environmental Services, if applicable, one (1) copy of the final construction cost estimate and bid schedule.

- 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

- DESIGN CONSULTANT shall attend and actively participate in a pre-bid meeting. DESIGN CONSULTANT shall give a brief overview of the project and address questions related to the construction documents. DESIGN CONSULTANT shall prepare and deliver to CITY to issue any necessary Addenda for clarification or correction of the construction documents.

- DESIGN CONSULTANT shall assist the CITY during construction by answering RFIs.

- Construction management or observation / inspection, or participation in construction meetings is not included in this scope of work.

E. QUALITY CONTROL

- DESIGN CONSULTANT shall institute and comply with the Design Quality Control Plan established for the project.

F. PROJECT SCHEDULE

The following typical 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.

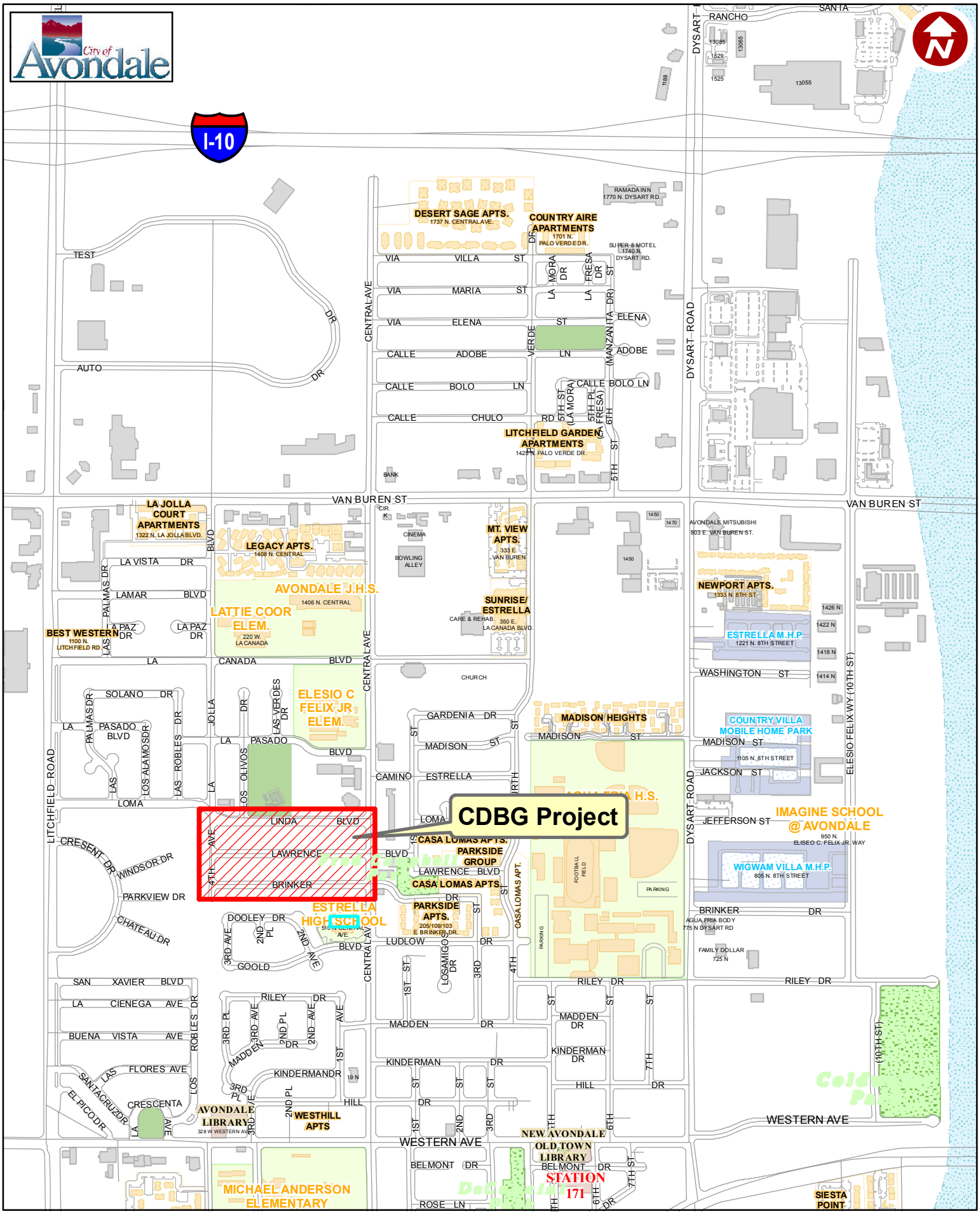
Notice To Proceed	0
Data Collection	NTP + 4 Weeks
Submit 15% Plans	NTP + 6 Weeks
Submit 30% Plans	NTP + 10 Weeks
Public Meeting #1	NTP + 9 Weeks
Submit 60% Plans	NTP + 14 Weeks
Submit 90% Plans	NTP + 18 Weeks
Submit Final Plans	NTP + 22 Weeks
Bidding	NTP + 28 Weeks
Public Meeting #2	Before construction starts

DESIGN CONSULTANT shall produce a project schedule in MS Project format and adhere to the 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.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WOOD, PATEL & ASSOCIATES, INC.

[Map of Project Area]

See following page.



Prepared October 2007
Avondale GIS/Water Resources

Street Reconstruction and Water Line Replacement/Upgrade Projects

EXHIBIT E
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WOOD, PATEL & ASSOCIATES, INC.

[Fee Proposal]

See following page.

City of Avondale
Engineering Design Services - EN09-048 (ST 1162)

TASK DESCRIPTION AND NUMBER	Estimated Man-hours						Task Totals Contract
	Principal	Project Mgr.	Project Eng.	Design Engineer (EIT)	CADD Tech	Admin	
	175	155	105	95	60	60	
Task 100 - Data Collection (B2.0)				8		2	$880.00
Task 110 - Public Utility Coordination (B3.0)		2	8			4	$1,390.00
Task 120 - Progress Meetings (B4.0)		8				4	$1,480.00
Task 130 - Public Meetings (B5.0)		4		8		8	$1,860.00
Task 130 - Project Management (B6.0)		48				4	$7,680.00
Task 140 - Design Surveying (B7.0 -See Subconsultant Services)							$12,216.00
Task 150 - Plans, Specifications and Estimates (B8.0, B9.0 & B10.0) 22 sheets							
15% DCR		8	16	120			$14,320.00
30% submittal		4	8	120			$12,860.00
60% submittal		4	16	100			$11,800.00
90% submittal		8	32	48			$9,160.00
100% submittal		8	16	24			$5,200.00
Task 160 - Drainage Design and Analysis (B11.0)		12	40	72		8	$13,380.00
Task 190 - Geotechnical Investigation (B12.0 - See Subconsultant Services)							$7,132.00
Task 200 - Utility Locating Services (Potholing) (B13.0 - See Subconsultant Services)							$2,000.00
Task 300 - Construction Documents (Section C - Printing & Delivery)							$1,200.00
Task 400 - Post Design Services (Section D)		16					$2,480.00
Total Estimated Man-hours	0	122	136	492	0	28	778
Percentage on job/per employee classification	0%	16%	17%	63%	0%	4%	

Total Contract Design Services Fee **$105,038.00**

Project Allowances

Additional Survey	$5,000.00
Additional Design	$20,000.00
Mileage	
Total Project Expenses	**$25,000.00**

Total Contract Design Services Fees + Expenses **$130,038.00**

CITY COUNCIL REPORT

SUBJECT:
Professional Service Agreement with Carollo Engineering for Van Buren Water Line Construction Quality Control

MEETING DATE:
April 6, 2009

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 Professional Services Agreement with Carollo Engineering for Quality Control Services related to the Van Buren Waterline and Related Improvements, in an amount not to exceed $49,500, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Carollo Engineers was retained by the City to prepare the plans and specifications for the Van Buren Waterline and Related Improvements. On January 5, 2009, Council approved a construction contract with BluCor Contracting to complete the Van Buren Water Line and Related Improvements. This project consists of construction of a 12-inch and 16-inch transmission line on Van Buren between 99th Ave. and 103rd Ave; a water quality monitoring station; and an emergency interconnect for the City of Avondale and City of Tolleson Water Distribution system.

DISCUSSION:

City Inspectors will be responsible for construction related services associated with the construction of the 12-inch and 16-inch water lines, and the Emergency Interconnect. Staff is requesting that Carollo be retained to address Quality Control issues and services related to the Water Quality Monitoring Station and Emergency Interconnect. The tasks included in this agreement:

- Attend Pre-Construction Conference
- Respond to Request for Interpretations
- Water Quality Monitoring Station On-Site Quality Control Reviews
- Attend Construction Progress meeting
- Review pay applications in association with Water Quality Monitoring Station and Emergency Interconnect
- Coordination with programming of Water Quality Monitoring Station
- Close-out activities

Staff will request that Carollo submit a separate scope of service for training associated with the Water Quality Monitoring Station and the Emergency Interconnect near the completion of construction. The training will be presented for Council authorization as a amendment to this agreement in August 2009.

BUDGETARY IMPACT:

Funding for the construction of the project is allocated in account 514-1205-00-8520 (Van Buren Waterline).

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Carollo Engineering for Quality Control Services related to the Van Buren Waterline and Related Improvements, in the amount not to exceed $49,500, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- PSA - Carollo
- Van Buren Water Line Vicinity Map

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CAROLLO ENGINEERS, A PROFESSIONAL CORPORATION

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of April 6, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and Carollo Engineers, A Professional 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" 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 submitted an SOQ in response 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 quality control services related to the Van Buren waterline improvements project (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 September 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 $49,500.00 for the Services as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments; Services Continuation Subject to Appropriation. 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. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

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. Standard of Care.

a. Consultant shall be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time the notice to proceed is issued. Consultant and City mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

b. Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and will not be responsible for Contractor's failure to carry out work in accordance with the contract documents associated with the project.

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 the appropriate RFQ number and title or a reference to this Agreement, as applicable, 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 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two 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 change 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.

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts 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 Consultant shall be relieved of any subsequent obligation under this Agreement.

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: Carollo Engineers, A Professional Corporation
3033 North 44th Street, Suite 101
Phoenix, Arizona 85018
Facsimile: 602-265-1422
Attn: Mark Courtney, 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'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 scrutinized business operations 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 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 SOQ, 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.

[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

"**Consultant**"

CAROLLO ENGINEERS, A PROFESSIONAL CORPORATION, an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, 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 _____, 2009, by _____ as _____ of CAROLLO ENGINEERS, A PROFESSIONAL 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
CAROLLO ENGINEERS, A PROFESSIONAL CORPORATION

[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**

Table of Contents

Section		Page
I.	Introduction	A-1 - 2
II.	Statement of Qualifications Requirements	B-1 - 4
III.	Statement of Qualifications Format; Scoring	B-4 - 6
IV.	Award of Agreement	B-6
V.	Discipline Specialty Checklist	B-7
VI.	Vendor Information	B-8
VII.	Professional Service Agreement	C-1 - 13

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
CAROLLO ENGINEERS, A PROFESSIONAL CORPORATION

[Consultant's SOQ]

See following pages.

carollo

Engineers...Working Wonders With Water™

April 16, 2008

City of Avondale Engineering Department
11465 West Civic Circle Drive, Suite 200 0
Avondale, Arizona 85323-6804

Attention: Mr. Charles Andrews, P.E., Senior Project Manager

Subject: Statement of Qualifications for FY 2008/2009 Professional Consultants Selection List

Dear Mr. Andrews:

The City of Avondale (City) is seeking professional consulting engineers to provide capital improvement projects during the 2008/2009 and 2009/2010 fiscal years. In response to your Request for Qualifications (RFQ), Carollo Engineers, P.C. (Carollo), is offering our unique local expertise to assist the City. We are unique in that Carollo's corporate beginnings in Arizona have allowed us the privilege of being an active participant in more than 75 years of planning and executing many of the local municipalities water supply and wastewater treatment systems.

Finding the various technical specialties the City needs for the range of annual contract projects is not a puzzle when you work with Carollo. Our local organization is a full-service engineering office whose staff understands your issues, preferences, and needs to meet the City's rapidly growing obligations to its citizens. Our team can efficiently comb through the options available to us, apply the lessons learned from working on water and wastewater projects for the City, and deliver technically sound, cost effective solutions to respond to today's issues and tomorrow's challenges. We offer a full range of disciplines and are prepared to offer the following services listed in your RFQ:

- Water Distribution Systems
- Wastewater Systems
- GIS Programs
- Electrical & SCADA Programming
- Construction Management

Thank you for the opportunity to submit our Statement of Qualifications (SOQ) to provide the City with their capital improvement project needs during the 2008/2009 and 2009/2010 fiscal years.

We look forward to building on our solid, long-term relationships with the City through this annual services effort.

Sincerely,

CAROLLO ENGINEERS, P.C.

John D. Doller, P.E.
Partner

Enclosures: One (1) original and eight (8) copies of the Statement of Qualifications

3033 N. 44th Street, Suite 101, Phoenix, Arizona 85018
P. 602.263.9500 F 602.265.1422
carollo.com

Table of Contents

Section 1: General Factors and Compliance

Cover Letter ..... N/A

Acknowledgement of Addenda Received ..... N/A

Discipline Specialty Check List 1

Title Page 2

Insurance Requirements/Contract Documents Compliance 3

Design Philosophy and Sound Engineering Approach 3

Vendor Information Form ..... (in Appendix)

Section 2: Vendor's Relevant Experience, Availability, and Capability

Description of the Firm 4

Relevant Local Projects with References ..... 4 & 5

Legal Organization 4

Identification Information 4

Location of Principal Office/Local Work Office 4

Section 3: Personnel Qualification and Pertinent Experience

General Experience 6

Specific Experience 8

Key Team Members 12

Key Staff/Personnel Discipline Category Matrix 13

Certifications, Licenses, Professional Association Memberships 13

Vendor Information Form (Appendix)

Resumes (Appendix)

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Carollo Engineers, P.C. / John Doller, P.E., 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.

_____, April, 16 2008
Signed Date

John Doller, P.E.
Print Name

Partner
Title

Carollo Engineers, P.C.
Company Name

3033 North 44th Street, Suite 101
Address

Phoenix, Arizona 85018
City, State, Zip Code

END OF ADDENDUM No. 1

CITY OF AVONDALE
ENGINEERING DEPARTMENT
EN 08-017

SECTION B

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm Carollo Engineers, P.C.

Address 3033 North 44th Street, Suite 101

City Phoenix State Arizona Zip 85018

Contact Name: John D. Doller, P.E.

Title: Partner

Telephone 602-263-9500 Fax 602-265-1422

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

- X Water Distribution System
- X Wastewater Systems
- ___ Transportation Engineering
- ___ Traffic Engineering
- ___ Surveying
- ___ Hydrology/Hydraulic Projects
- ___ Plan Review Services
- ___ Landscape Architects
- ___ Hydrogeological Engineering
- X GIS Programs
- ___ Geotechnical and Environmental Engineering
- ___ Foundations & Structural Design
- X Electrical & SCADA Programming
- X Construction Management
- ___ Architects
- ___ Improvement District Administration

845874.2

Title Page

Title:	Statement of Interest to Provide Professional Services for Capital Improvements Projects for the 2008/2009 and 2009/2010 Fiscal Years
Submitted to:	City of Avondale City Clerk
Submittal date:	April 16, 2008 (3:00 PM local time, Phoenix, Arizona)
Submitted by:	Carollo Engineers, P.E. 3033 North 44th Street, Suite 101 Phoenix, Arizona 85018 Mr. John D. Doller, P.E., Partner 602-263-9500

Required Statements

Compliance with Avondale's Insurance Requirements and Contract Documents

Carollo has continuously maintained errors and omissions insurance since mid-1960, and currently has errors and omissions insurance in excess of $5,000,000 with an A+ rated American insurance company. Carollo will furnish a certificate of insurance to clients upon request. Carollo also carries a comprehensive general business liability insurance policy covering bodily injury, property damage, and vehicular liability. Carollo is familiar with the City's insurance requirements and contract. We intend to comply with them as we have in the past.

Design Philosophy and Sound Engineering Approach

Design Philosophy

Carollo thoroughly reviews the scope of work and develops a preliminary project plan. This allows our company to be certain that the appropriate resources are available for the project. We dedicate the highest level of talent in the industry to service our clients and deliver a project that meets our client's goals and expectations.

Sound Engineering Approach

Management Philosophy

Carollo's management philosophy and the success of our company are founded on simple precepts:

Seek out, hire, and hold onto the best people in the business. We recognize that the most critical element for a successful project is the project team. Carollo aggressively recruits the top candidates from the leading engineering schools across the country. We train and mentor these engineers to become the next generation of leaders for Carollo and the industry. This long-term commitment to developing excellent engineers has resulted in a depth of talent unmatched by other consulting firms.

Specialize in the planning, design, and construction management of water and wastewater projects. This is our business. Our success hinges solely upon our ability to provide responsive service to our municipal clients.

Commit our partners to an active role in every project. This provides our clients with top management interest, clear accountability, responsiveness, and talent. It also helps to ensure that the necessary staff and resources are committed to each assignment.

Focus on client service. Carollo knows the value of listening to our clients and recognizes that successful projects result from the combined expertise of our staff and the client's staff. This commitment of listening and valuing client input is one of the cornerstones of Carollo's success.

I trust Carollo Engineers for their expertise, reliability and service. Their focus on obtaining and incorporating input from my staff and their ability to help us manage project costs have been critical factors in our ability to achieve numerous successful projects.
— Ms. Kathy Carroll, City of Yuma

Our firm takes pride in the large number of clients with whom we have maintained continuing working relationships. We have worked with some clients for more than 75 years—a clear indication of the quality of our work, our control of costs, and our ability to meet schedules. This whole-hearted dedication to quality results in tangible benefits to our clients and is demonstrated by our record of low change orders during construction.

Quality Control and Quality Assurance

It is our job to determine what you expect for each specific project and how to deliver it. We will listen to your goals and make sure that we can add value to your project.

Careful quality control in our technical products is only one way that we have continued to bring our clients excellent service. Control of construction costs starts with those technical products, which set the table for what happens during construction. Data taken from 25 of our recent large projects, with a total construction cost of more than $225 million, showed change orders totaling less than 1.5 percent (which includes owner-initiated additions to the projects), compared to an industry average of 4 to 5 percent.

Procedures

Before a project begins, the project manager is responsible for preparing a Project Checklist. This six-page form lists various project steps from pre-contract planning through post-project history. It is a guide to assist the project team to identify the quality management steps and to document their completion. The checklist helps confirm that the project follows Quality Management procedures, since our experience indicates that when procedures are followed, quality improves.

Continuous Improvement

One of the most important elements of a quality management program is to prevent repetition of project problems. Carollo has identified practice leaders by project type and by discipline. The practice leaders have the responsibility to keep abreast of application of current technologies and are a resource to design engineers to provide advice and prevent problems before they occur. The practice leaders are also involved in a continuous update of design standards as technological and regulatory changes occur.

Description of the Firm

Water and Wastewater Experts

Carollo is an environmental engineering firm specializing in the planning, design, and construction of water and wastewater facilities. Carollo's reputation is based upon client service and a continual commitment to quality. We currently maintain 27 offices in 12 states.

During our 75-year history, Carollo has successfully completed more than 15,000 projects for public sector clients. Carollo is currently ranked within *Engineering News Record's* (ENR) top 100 design firms. More importantly, *ENR's* annual Source Book ranks Carollo among the top firms for water and wastewater treatment plant design. Unlike our competitors, Carollo only provides water and wastewater engineering services. We recruit nationwide and hire technical staff who have extensive background and training specific to this field. For that reason, the quality and professional standing of our core group of water and wastewater professionals equals or exceeds that provided by some of the largest engineering firms in the country.

Number and Types of Personnel to Serve on Projects

Carollo's staff numbers more than 800 employees including over 350 registered engineers. We are a full-service company with the experience and qualified professionals to successfully manage projects of various sizes. Our staff includes civil, sanitary, environmental, electrical, mechanical, chemical, structural, control systems, and corrosion control engineers, as well as architects, planners, and specialists in other areas. Consultants are retained as needed in specialized fields depending on the specific needs of the project. Carollo also has computer resources including an expanded local area network (LAN) within each office, as well as a wide area network (WAN) between our offices to better facilitate communication, document transmittal, and workload sharing.

Carollo's local Phoenix office is a full-service engineering office, staffed with 138 engineers, architects, designers, drafting personnel and support staff. Engineering disciplines resident in our local office include civil, sanitary, structural, electrical, and mechanical. All work related to Avondale projects will be done by local staff from our Phoenix office.

Carollo is a moderate-size firm—large enough to undertake complex projects—yet, our size still provides the ability to be flexible and responsive to the needs of our clients. Our organizational structure is based on our belief in the special nature of the owner/client relationship. For efficiency and speed of decision-making, the firm is guided by our management committee, with support from the designated technical and administrative/fiscal partners. Administrative duties are split among our 61 partners, which allows the partners to take an active role in every project. Therefore, every project has a partner-in-charge to coordinate with the client and the project team. The partner-in-charge has final responsibility for contractual matters, final project quality, and client satisfaction. This provides our clients with the talent of top management and strengthens our efforts in directing staff through each assignment. As a result, our work is executed in a timely and efficient manner in accordance with the needs and directives of our clients. To provide continuity, we maintain the assignment of the partner and project manager on each project from the planning stage to completion of construction and start-up.

Relevant Local Projects

The table on the following page lists recent relevant water and wastewater projects where Carollo had a significant contribution. The table also indicates the speciality categories performed on the projects and includes the client reference and phone number.

Legal Organization

Carollo is an S-corporation solely owned by its 61 shareholders (Partners) who are all full-time employees of the firm. Carollo is not an entity of a larger firm or corporate structure. A select group of shareholders forms the board of directors and they govern the company.

Identification Information

Legal Name:	Carollo Engineers, P.C.
Address:	3033 North 44th Street, Suite 101 Phoenix, AZ 85018
Legal Form:	Professional Corporation
Contact:	Mr. John D. Doller, P.E. – Partner 602-263-9500

Location of Principal Office / Local Work Office

All work related to Avondale projects will be done by local staff from our Phoenix office located at the address provided above.

Relevant Local Projects with Reference and Discipline Categories

Project Name	Reference	Specialty Category: Water Distribution System	Wastewater Systems	GIS	Electrical & SCADA	Construction Management
Avondale WWTP Expansion, 3rd Party Construction Management	David Fitzhugh – 623-478-3001		✓		✓	✓
Avondale WW Collection System MP & Utility System Evaluation	Steve Ruppenthal – 623-333-4433	✓	✓	✓		
Avondale Boulevard Sewer Design and Construction	Steve Ruppenthal – 623-333-4433		✓			✓
Avondale Water Quality Monitoring	Steve Ruppenthal – 623-333-4433	✓			✓	✓
Avondale Capacity, Management, Operations, and Maintenance Plan and Sewer Rehabilitation Evaluation	Steve Ruppenthal – 623-333-4433		✓			
Central Arizona Project Tonopah Desert Recharge	Charles Cullom – 623-869-2665	✓			✓	
Chandler Tumbleweed Park Recharge Facility Phases 1 & 2 Expansion, Phase 3 Aquifer Storage & Recovery Well Expansion	David Siegel – 480-782-3800		✓		✓	✓
Mesa Warner Road Lift Station & Associated Piping	William Haney – 480-644-2480		✓		✓	
Mesa, Salt River Pima-Maricopa Indian Community WW Lift Station, Force Main & Effluent Line	William Haney – 480-644-2480		✓		✓	✓
Mesa, Gilbert & Queen Creek Greenfield WRP Phase II Expansion	William Haney – 480-644-2480		✓		✓	
Peoria Greenway WTP Design & Construction Phase 1	Bill Mattingly – 623-773-7286	✓			✓	✓
Phoenix 91st Avenue WWTP 3-Phase Digestion	Tom Walz – 602-262-1857		✓		✓	✓
Phoenix Hayden Road Crossover Pump Station Construction Mgmt.	Troy Hayes – 602-262-4961	✓			✓	✓
Phoenix Pressure Zone Study for Zones 1, 2A & 2C	Carlos Padilla – 602-262-6627	✓		✓		
Scottsdale Water Campus Influent Pump Station	Joseph Gross – 480-312-5628		✓		✓	✓
Tempe Johnny G. Martinez WTP Expansion from 50 mgd to 80 mgd	Don Hawkes – 480-350-2660	✓			✓	
Tempe South Tempe WTP Optimization from 40 to 50 mgd	Don Hawkes – 480-350-2660		✓		✓	
Yuma Jackrabbit Mesa Water Pollution Control Facility	Kathy Carroll – 928-373-4556		✓		✓	
Yuma Agua Viva Water Treatment Facility Design & CM	Kathy Carroll – 928-373-4556	✓			✓	✓
Yuma Water Distribution System Master Plan Update	Kathy Carroll – 928-373-4556	✓		✓		
Yuma Figueroa Avenue WPCF Dechlorination Facilities Improvements	Kathy Carroll – 928-373-4556		✓		✓	✓
Yuma Desert Dunes Water Pollution Control Facility Expansion Phase II Design	Kathy Carroll – 928-373-4556		✓		✓	✓
Gilbert 4-MG Reservoir & Pump Station (Design/Build)	William Taylor – 480-503-6470	✓			✓	✓
Gilbert 3-MG Reservoir, BPS, and Well (Design/Build)	William Taylor – 480-503-6470	✓			✓	✓
Gilbert Riparian Preserve at Water Ranch	Lonnie Frost – 480-503-6470	✓	✓		✓	✓
Gilbert South Water Syst. Imprvmts. Zone 2 Transmission Pipeline, Ph III	William Taylor – 480-503-6470	✓				✓
Gilbert WTP Expansion from 15 to 40 mgd	William Taylor – 480-503-6470	✓			✓	✓
Gilbert WTP Finished Water Pump Station	William Taylor – 480-503-6470	✓			✓	✓
Town of Prescott Valley Sanitary Sewer Model	Kimberly Moon – 928-759-3075		✓	✓		
Town of Prescott Valley Potable Water System Model	Kimberly Moon – 928-759-3075	✓		✓		
Town of Prescott Valley Regional Water Transmission Main	Neil Wadsworth – 928-759-3078	✓		✓		
City of Prescott Potable Water System Model	Bruce Canavan – 928-777-1130	✓		✓		
City of Prescott Wastewater Collection System Model	Bruce Canavan – 928-777-1130		✓	✓		
City of Prescott Airport Area Well Design	Bruce Canavan – 928-777-1130	✓			✓	✓
Westcor Partners Chauncey Ranch Development Sewer Infrastructure	Roger Juszczak – 602-953-6270		✓		✓	✓

General Experience

Carollo has provided planning, design, and construction management services for water and wastewater agencies serving populations ranging from less than 10,000 to more than 2 million. We have organized this qualifications statement to provide an overview of Carollo's capabilities and experience for the disciplines selected on the Speciality Check List.

Water Distribution Systems

Carollo has been a leader in the planning and design of water infrastructure projects since our inception in 1933. The water pipeline, pump station, and reservoir projects highlighted on the following pages reflect the attention we give to site considerations, environmental impacts, aesthetic concerns, and the individual and unique needs of each client. Our experience includes coordinating public awareness programs and providing transportation planning and control to minimize the disruption to residents and businesses during construction. We are aware of the need to maintain close communication with the parties involved during the design and construction phases of projects in order to minimize potential conflicts and maximize project delivery on time and within budget.

Water Pipelines

- We have provided engineering services for more than 700 miles of water pipeline ranging in size from 6 inches to 144 inches in diameter.
- Carollo's role often involves identifying, evaluating, and recommending alternative pipeline routes based on cost effectiveness, hydraulic considerations, easement requirements, and constructability.
- We are experienced in the latest water system modeling programs and in designing water systems using AutoCAD and MicroStation software.

Water Pump Stations

- We have designed over 150 water pumping facilities with capacities as high as 650 mgd.

Carollo has provided engineering services for more than 700 miles of water pipeline ranging in size from 6 inches to 144 inches in diameter.

Carollo has designed more that 700 miles of water transmission pipeline, over 150 water pumping facilities, and more than 100 water storage reservoirs.

- Our pump station designs serve a number of specific functions including raw water delivery to treatment plants, irrigation pumping, well water pumping, treated water delivery to distributions systems, intermediate transmission line boosting, and inter pressure zone transfers.

Reservoirs

- Carollo has designed more than 100 water reservoirs to help various utilities meet their needs for water storage.
- Reservoirs designed by Carollo range in capacity from 0.5 million gallons to 120 million gallons and provide for raw water, recycled water, and potable water storage.
- Our experience includes a variety of reservoir types, materials, and construction methods. These include: ground-set, elevated, buried, and partially buried structures; conventionally reinforced concrete, prestressed concrete, and steel tanks; alternative lining systems including hypalon and other elastomeric materials; and steel, concrete, and composite roofing systems.
- Carollo's services include retrofit and rehabilitation measures such as seismic reinforcement, leak repairs, flow regime improvements, overflow dechlorination, reservoir mixing systems, and chlorine booster systems.
- Carollo's designers have faced challenges related to reservoir topography, visual impacts, hydraulics, site constraints, and environmental impacts, while addressing the unique needs of each client.

Water Planning

- In the last 15 years, Carollo has performed water planning services for more than 70 municipal clients with service area populations from 5,000 to over 1 million.
- We have completed water treatment plant evaluations for over 100 facilities treating a wide variety of surface water supplies in 25 different states.

Water Treatment

- Carollo has provided planning and design services for over 100 water treatment plants with a total capacity of more than 3.5 billion gallons per day.
- Water treatment plants designed by Carollo range in size from less than 1 mgd to more than 600 mgd in capacity.

Wells

- Carollo has designed many well field developments throughout the Southwest, ranging from small, individual well installations to multiple well developments capable of delivering combined flows of several million gallons per day.
- We have sited and designed over 50 water wells in Arizona and California, and have completed numerous, related water studies.

Wastewater Systems

Carollo has been a leader in the development of award-winning, comprehensive engineering projects for wastewater agencies facing a variety of complex issues. Within the past 15 years, Carollo has prepared wastewater master plans and designs for more than 50 wastewater treatment and reuse facilities.

Wastewater Master Planning

- We have provided master planning services for municipal utilities with wastewater treatment facilities ranging in capacity from 1 to 300 mgd.

Wastewater Treatment

- Carollo has designed new or improved facilities for over 200 wastewater treatment plants.
- We have performed major projects for 9 of the 14 wastewater treatment plants in the western U.S. treating greater than 100 mgd.
- Wastewater treatment plants designed by Carollo range in size from less than 1 mgd to over 300 mgd.

Water Reuse

- Carollo has provided engineering services for more than 50 reclamation and reuse projects.
- We have provided water reuse planning and design services for agencies currently using over 20 billion gallons of reclaimed water each year.
- We have performed detailed market assessments for large-scale reuse projects for major municipalities.
- Our experience spans water reuse for a variety of purposes, including landscape/golf course irrigation, agricultural irrigation, industrial reuse, wetlands/stream enhancement, and groundwater recharge.

Wastewater Infrastructure

- Carollo has provided engineering services for over 2 million linear feet of wastewater pipeline, ranging in diameter from 6 inches to 120 inches.
- We have designed pumping facilities capable of handling flows ranging from less than 1 mgd to over 600 mgd.

Carollo has provided engineering services for over 2 million linear feet of wastewater pipeline and more than 500 pump stations.

Combined Sewer Overflow/Sanitary Sewer Overflow Facilities

- Carollo has been involved in planning, permitting, design, and construction of combined sewer overflow (CSO) and sanitary sewer overflow (SSO) facilities to handle peak flows up to 300 mgd.
- We have planned and designed sewer separation and rehabilitation projects using a variety of construction techniques.

Biosolids Management

- Carollo has provided planning and/or design of facilities to accommodate more than 750,000 tons of biosolids per year.
- Our experience includes extensive involvement in permitting of biosolids application sites.
- We understand the new regulatory arena associated with biosolids and are committed to encouraging the beneficial reuse of biosolids as a valuable resource.

GIS Programs

Carollo is on the leading edge in using Geographical Information System (GIS) technology for water resources and water/wastewater/reclaimed water infrastructure planning. Examples of GIS applications include mapping well locations to evaluate supply availability, digitizing water and sewer systems from paper or raster maps, estimating water demands or wastewater flows, emergency response planning, and asset management.

Many water utilities maintain detailed inventories of their infrastructure using GIS software. Hence, many water utilities are now seeking the capability of "integrating" water distribution models with existing infrastructure data via GIS software. The capabilities of today's GIS

Carollo has a team of engineers and GIS specialists that use GIS on a daily basis to perform a variety of planning and engineering studies.

software provide for the sharing of data on a common base map. This allows data to be entered once and used for many different purposes, thereby reducing overall project management costs. An example of this concept is using existing land use and population data in GIS format to project water demands. We are currently "integrating" hydraulic models with GIS systems for several clients. In addition, Carollo is experienced with developing hydraulic models from GIS data.

- Carollo has created and updated system models for clients since the earliest days of the KYPIPE software.
- To respond to our clients needs, Carollo now has on staff approximately 15 hydraulic modeling specialists/ engineers dedicated to the development and operation of hydraulic modeling tools.
- We are currently "integrating" hydraulic models with GIS systems for several clients. In addition, Carollo is experienced with developing hydraulic models from GIS data.

Electrical and SCADA

Carollo is a water and wastewater industry leader in all aspects of instrumentation, control, and communications system planning, design and implementation. We have successfully designed many treatment facilities, each with an instrumentation and control system designed to optimize the operation of the facility. Our focus on the water and wastewater industries gives us unparalleled expertise in applying instrumentation and control systems to solve water and wastewater operations problems.

- We have completed over 40 water and wastewater SCADA planning and design projects in the past five years, including projects tailored to water and wastewater treatment facilities ranging from less than10 mgd to more than 300 mgd in capacity.
- Our experience with SCADA and telemetry systems includes radio, telephone, hardwire, and microwave systems handling from 5 to 235 remote facilities. In-plant process controllers include analog controllers, remote terminal units (RTUs), programmable logic controllers (PLCs), and distributed control units (DCUs), including minicomputer-based units.
- We have designed large-scale systems with a 10,000 physical and software data and control point capacity.

Construction Management

Carollo has provided construction management services for hundreds of water and wastewater facilities throughout the United States. We have provided these services for both Carollo-designed facilities and facilities designed by others. Nearly one-third of our annual revenues are attributable to construction related services. Our staff includes construction managers, resident engineers, and resident and specialty inspectors. We also provide professional training and development of our staff in the ever-changing areas of safety, risk management, and claims consulting. Our resources include full computerized document tracking and scheduling capabilities, and specialty testing equipment.

- Over the past five years, Carollo has participated in over 20 alternative delivery projects—Design-Build, Design-Build-Operate, and Construction Manager at Risk (CMAR). In the past two years, we have performed CMAR projects for the Cities of Phoenix, Yuma, and Mesa and the Towns of Gilbert and Queen Creek, Arizona. These CMAR projects were the first for these municipalities.
- Carollo has provided construction management services for over $1 billion in municipal water and wastewater facilities in the last 10 years.
- Our staff includes construction managers, resident engineers, and resident and specialty inspectors. We also provide professional training and development of our staff in the ever-changing areas of safety, risk management, and claims consulting.

Specific Experience

Water Reclamation Facility Expansion Phase I - Design & CM Services, City of Avondale

Reference: Steve Ruppenthal – 623-333-4433

Project Discipline Categories:

___ Water Distribution System	✓ Wastewater Systems
___ GIS Programs	___ Electrical & SCADA Prog.
✓ Construction Management	

As a subconsultant, Carollo is providing engineering design and construction phase services for the Avondale Water Reclamation Facility Phase 1 Expansion. This treatment plant will be expanded from an average day max month capacity of 6 mgd to 9 mgd, with facilities planned and designed for phased expansions to the buildout capacity of 15 mgd. Our areas of responsibility include the following:

- Design of new influent pumping, fine screening, and grit removal at the headworks.
- Design of new sludge thickening, heating, mixing, and aerobic digestion facilities to achieve Class A biosolids.
- Construction inspection services for all headworks, primary clarifiers, flow equalization, effluent pumping, sludge thickening, and aerobic digestion facilities.

This project is being constructed using the CMAR delivery method. Partnering with the contractor early in the design process has maximized value engineering opportunities and facilitated delivering this large project cost effectively within the established budget.

Capacity, Management, Operations, and Maintenance Plan and Sewer Rehabilitation Evaluation, City of Avondale

Reference: Steve Ruppenthal – 623-333-4433

Project Discipline Categories:

- ___ Water Distribution System
- ✓ GIS Programs
- ___ Construction Management
- ✓ Wastewater Systems
- ___ Electrical & SCADA Prog.

This Carollo project for the City of Avondale included two major components of the City's overall utility management program. The first component was the development of a comprehensive Capacity, Management, Operations, and Maintenance (CMOM) Plan for the City's sanitary sewer collection system. The CMOM Plan follows the guidelines defined by the draft EPA CMOM Rule and the new State of Arizona General Aquifer Protection Permit for CMOM. Major components of the CMOM Plan include existing policies and procedures, program outline and goals, organizational structure, legal authority, measures and activities, monitoring / measurement / program modifications, overflow emergency response plan, system evaluation and capacity assurance plan, program audits, and summary of the CMOM Program.

Wastewater Collection System Master Plan & Utility System Evaluation, City of Avondale

Reference: Steve Ruppenthal – 623-333-4433

Project Discipline Categories:

- ✓ Water Distribution System
- ✓ GIS Programs
- ___ Construction Management
- ✓ Wastewater Systems
- ___ Electrical & SCADA Prog.

Carollo developed a GIS-based computer model for the City's wastewater collection system. A detailed land use plan was derived from the General Plan and used to generate existing and future flows and estimate timing for future growth. The collection system was evaluated to identify deficiencies and to support operations and maintenance optimization. CIP projects required to expand and improve the collection system were developed into a long-term implementation plan, including estimated costs, schedule, and prioritization. The model is utilized by the City for proactive management of the collection system and coordination with utility planning and construction for private developments. The project also included development of the GIS based model for the City's water distribution system.

Carollo developed a comprehensive wastewater collection system master plan for the City's sanitary sewer collection system.

Water Quality Monitoring Phase 1, City of Avondale

Reference: Steve Ruppenthal – 623-333-4433

Project Discipline Categories:

- ✓ Water Distribution System
- ___ GIS Programs
- ___ Construction Management
- ___ Wastewater Systems
- ✓ Electrical & SCADA Prog.

The City of Avondale hired Carollo to provide professional services for developing permanent water quality monitoring stations within the Avondale water distribution system. The focus of the monitoring stations was to address various current and anticipated regulatory requirements, and to support water system operations. Because these monitoring stations were located on relatively remote segments of the distribution system, the stations were planned and designed to minimize the required site area and above ground exposure. Small site footprint was important because land availability was limited. Minimizing above ground exposure of the facilities decreased security and helped reduce susceptibility to vandalism. Two design variations for the monitoring stations were required for application at remote sites and at main water supply sites.

Pre-design tasks for the project included: identifying target constituents (immediate and future) for monitoring; obtain and review of existing data and procedures for City water quality monitoring and testing; research and review of available monitoring equipment; definition of basic requirements and criteria for station sites; and development of strategies for identifying and prioritizing station locations.

Design tasks included review and evaluation of the existing distribution system to identify monitoring sites, development of specifications and details for a water quality monitoring station to be located near the intersection of 99th Avenue and Van Buren. This design project was a follow-up to a study of water quality monitoring equipment and an analysis of water quality parameters to be monitored.

Avondale Boulevard Sewer Design and Construction, City of Avondale

Reference: Steve Ruppenthal – 623-333-4433

Project Discipline Categories:

- ___ Water Distribution System
- ___ GIS Programs
- ✓ Construction Management
- ✓ Wastewater Systems
- ___ Electrical & SCADA Prog.

The City of Avondale (City) decided to connect the 24-inch gravity sewer main in Avondale Boulevard to the

21-inch gravity sewer main in McDowell Road. Street construction, which is planned in the near future, made this an opportune time to finish the gravity sewer main.

In addition to completing the design of the gravity main, the strategy for transporting flow along the main in Avondale Boulevard was evaluated. There were two diversion structures in this main to divert flow to the interceptor in El Mirage Road. These diversion structures do not appear to be needed at build out because wastewater will be able to travel down the interceptor in Avondale Boulevard to the interceptor in Roeser Road, then west to the wastewater treatment plant. In the near term, however, it is not prudent to have small amounts of wastewater pass along this main, causing odor and hydrogen sulfide corrosion because of the low flow velocities. Developing a strategy for handling these diversion structures was part of the scope of this project.

The engineering services provided by Carollo included preliminary and final design, bidding assistance, and construction management.

Wastewater Treatment Plant Expansion Third-Party Construction Management, City of Avondale

Reference: David Fitzhugh – 623-478-3001

Project Discipline Categories:

___ Water Distribution System	✓ Wastewater Systems
___ GIS Programs	✓ Electrical & SCADA Prog.
✓ Construction Management	

Carollo provided comprehensive third-party construction management and resident engineering services for the expansion of Avondale's Wastewater Treatment Plant.

Carollo provided comprehensive third-party construction management and resident engineering services to the City of Avondale for major modifications and expansion of its wastewater treatment facility from a capacity of 3.5 to 6.4 mgd. Services were also provided for additional construction projects at the site including a $3.2 million centrifuge and dewatering facility and a $325,000 chlorination/dechlorination facility.

The existing 3.5 mgd oxidation ditch plant was converted to nitrification/denitrification process. Additions included raw sewage pump, bar screen, influent channel rehabilitation, revised flow splitting, new bioreactor, modification of ditch to two bioreactors, dewatering pump station, clarifiers, aeration blowers and piping, new WAS and RAS pumping stations, electrical and I & C system modifications, and miscellaneous site improvements.

Services included managing shop drawing review by the original design consultant, as well as typical construction management activities – submittal review and coordination, resident engineering and inspection, schedule tracking, payment applications, RFI and change order administration, progress meetings, and special inspections. Special services were included for start-up of new unit processes, preparation of an O&M manual and conducting training on new unit processes. In addition, a report was prepared to project electrical power costs for operating the modified plant for the City to use in developing annual budgets for facility operation.

Tonopah Desert Recharge Project, Central Arizona Project

Reference: Charles Cullom – 623-869-2665

Project Discipline Categories:

✓ Water Distribution System	___ Wastewater Systems
___ GIS Programs	✓ Electrical & SCADA Prog.
___ Construction Management	

Carollo was hired by the Central Arizona Water Conservation District (CAWCD) to provide engineering design and permitting services for the Tonopah Desert Recharge Project (TDRP), an area located seven miles northwest of Interstate 10 at Tonopah, Arizona. The purpose of the TDRP is to store excess CAP water through its 19 infiltration basins and accumulate credits for direct and indirect recovery by the CAP or other users in the Phoenix Active Management Area (AMA).

The project was developed on a 541-acre site adjacent to the CAP canal. Carollo designed 207 acres of recharge basins to allow for the recharge. This included 19 earthen infiltration basins; a canal turnout structure; transmission basin inlet pipelines (18- to 84 inches in diameter); flow control valves and vaults; flow metering structure; electrical and instrumentation; and a control building.

Carollo also provided permitting assistance for a Corps of Engineers Section 404 permit, a Floodplain Use Permit from Maricopa County Flood Control District, and an Underground Storage Facility Permit from the Arizona Department of Water Resources.

The target recharge infiltration rate of 2.5 ft/day has been exceeded at the TDRP facility consistently since operations began in January 2006. In fact, average infiltration rate for the facility is approximately 5.3 AF/day, more than twice the target. These results greatly exceed the CAP's expectations for the TDRP facility operation. The data validates the strategy employed by the CAP in developing this project, namely, take sufficient time in the feasibility study phase to gain confidence that the property being selected had the best geological features for a recharge facility. After this was established, the design engineer was brought on board for the detailed design effort and assistance in permits acquisition.

Turner Ranch 3-MG Reservoir, Booster Pump Station, Well and Arsenic Mitigation, Town of Gilbert

Reference: William Taylor – 480-503-6470

Project Discipline Categories:

- ✓ Water Distribution System
- Wastewater Systems
- GIS Programs
- ✓ Electrical & SCADA Prog.
- ✓ Construction Management

Project elements for the Turner Ranch project includes a 2.4-MG reinforced concrete reservoir, 0.6-MG wet well, vertical turbine pump station, disinfection system, SCADA system, potable water well with deep well vertical turbine pump, and additional security measures.

Carollo provided design and construction phase services with Hunter Contracting Company (HCC) under a design-build delivery method for the Town of Gilbert's Turner Ranch 3-MG Reservoir, Pump Station, Well, and Arsenic Treatment System which reduces arsenic levels to a non-detect level. Significant project elements include a 2.4-MG reinforced concrete reservoir, 0.6-MG wet well, ion exchange arsenic treatment system, vertical turbine pump station, tablet feed calcium hypochlorite disinfection system, instrumentation and controls (SCADA system), standby emergency power system, new potable water well with deep well vertical turbine pump, and additional security measures. The reservoir and wet well are designed to fill from the new well as well as from the Town's Zone 1 water system, and the pump station delivers water into the Town's newly created Zone 4 system to meet demands and maintain water pressure in the Zone. The 3 MG total storage volume includes the capacity of the reservoir itself and the storage volume of the wet well of the pump station.

Wastewater Treatment Plant Headworks and Influent Pump Station, Town of Sahuarita

Reference: Monica Moxley – 520-648-1972

Project Discipline Categories:

- Water Distribution System
- ✓ Wastewater Systems
- GIS Programs
- ✓ Electrical & SCADA Prog.
- ✓ Construction Management

Carollo provided a study, design, and construction services for the expansion of the Town of Sahaurita's WWTP. The project expanded the Town's existing 0.3-mgd facility to 0.49-mgd capacity. The project included design and construction of a new headworks and influent pump station. The existing influent pump station remained as a back-up facility in the event of an equipment malfunction at the new headworks facility. The project consists of an influent control structure, mechanically cleaned fine bar screens, a manually cleaned screen and flow bypass channel, an influent pump station utilizing submersible pumps, and an influent metering facility.

91st Avenue Wastewater Treatment Plant Three-Phase Digestion Project, City of Phoenix

Reference: Blaine Akine – 602-534-6924

Project Discipline Categories:

- Water Distribution System
- ✓ Wastewater Systems
- GIS Programs
- ✓ Electrical & SCADA Prog.
- ✓ Construction Management

Carollo completed the detailed design stage of this project for the digester modifications for two-phase meso-thermo digestion.

Carollo prepared a feasibility study, provided preliminary design, final design, and construction administration services for the three-phase anaerobic digestion project at the 180-mgd 91st Avenue WWTP for the Sub Regional Operating Group (SROG). The SROG is comprised of the following five Arizona cities: Phoenix, Glendale, Mesa, Scottsdale, and Tempe. As an alternative to the addition of two more conventional digesters, Carollo performed a study to determine if advanced digestion technologies are capable of delaying the future expansion by optimizing the capacity of the existing digesters. Carollo analyzed six advanced digestion alternatives and evaluated them with respect to capacity optimization, performance, operational impacts, and facility impacts. Based on the study results, Carollo designed the modifications to the existing anaerobic digestion process to convert it to a two-phase meso-thermo digestion with an optional future third phase.

Lindsay Road 4-MG Reservoir and Pump Station, Town of Gilbert

Reference: William Taylor – 480-503-6470

Project Discipline Categories:

- ✓ Water Distribution System
- Wastewater Systems
- GIS Programs
- ✓ Electrical & SCADA Prog.
- ✓ Construction Management

Carollo provided design and construction phase services under a design-build delivery method for the Town of Gilbert's Lindsay Road 4-MG Reservoir and Pump Station project located at Lindsay and Galveston Roads in Gilbert, Arizona. This facility was Gilbert's first design-build project for a public works infrastructure project. The Lindsay Road 4-MG Reservoir and Pump Station was designed to fill from the water system during off-peak hours and pump into the system during peak hours to meet demands and maintain water pressure in the region. Significant project elements included a 3.3-MG reinforced concrete reservoir, a 0.87-MG wet well, a vertical turbine pump station, a tablet feed calcium hypochlorite disinfection system, an instrumentation and controls (SCADA system), a standby emergency power system, and additional security measures.

Greenfield Water Reclamation Plant Phase II Expansion, City of Mesa, Towns of Gilbert, and Queen Creek

Reference: William Haney – 480-644-2480

Project Discipline Categories:

- Water Distribution System
- ✓ Wastewater Systems
- GIS Programs
- ✓ Electrical & SCADA Prog.
- ✓ Construction Management

In June 2002, Carollo (in conjunction with Brown and Caldwell and several additional subconsultants) prepared a Basis of Design Report (BDR) Update for the Phase II Expansion of the Greenfield WRP that was followed by preliminary and detailed design and construction. The plant, located in Gilbert, Arizona and jointly owned by the City of Mesa, Town of Gilbert, the Town of Queen Creek, was to be built in phases to meet the wastewater treatment needs of the rapidly growing communities. Phase I of the Greenfield WRP consisted of a site master plan, and design and construction of the South Lift Station, which began operation in April 2001 with a design capacity of 4.3 mgd. The original BDR developed in 1997 planned an ultimate water reclamation plant with a capacity of 43 mgd. However, significant increases in projected growth for the communities resulted in the need to update the original BDR. Per the BDR Update completed by Carollo, the site was master planned for an ultimate treatment capacity of 52 mgd with one train out of service and solids treatment equivalent to 64 mgd.

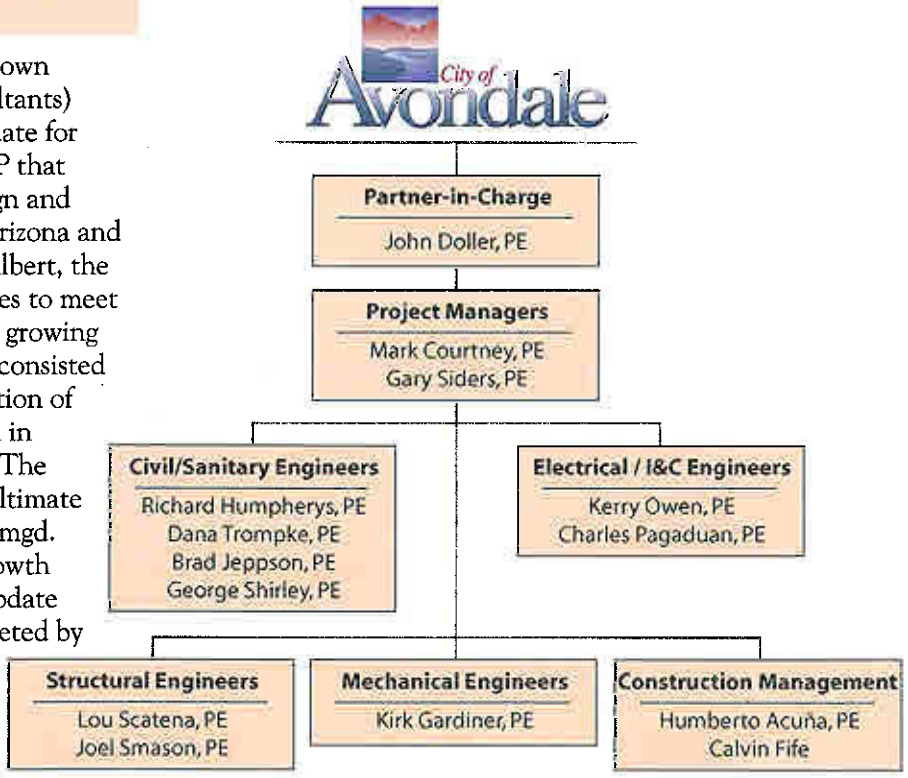
Carollo provided planning, design and construction administration for the Greenfield Water Reclamation Plant.

Additional project assessments and activities included wastewater sampling and testing, particle size distribution testing, permitting assistance planning, quality management planning, design documents development planning, and computerized process modeling using Carollo's Biotran and proprietary BioWin software.

Construction was completed using the Construction Manager at Risk (CMAR) alternative project delivery method. Coordination between Carollo and the CMAR included initial partnering workshop; bi-weekly project meetings with Owners; development of early procurement documents for long lead equipment items; overall project scheduling; and overall project cost development. CMAR representatives were integrated with the design team in a remote field office at the project site throughout the design phase.

Key Team Members

Project success ultimately hinges on the commitment of the individuals making up the project team to provide the highest level of services. The individuals listed on the organizational chart will serve in key positions for your projects. Your projects will be completed locally with the highest level of client service.



Key Personnel Category Matrix

We have included a matrix below that shows all of our key team members disciplines on services they have performed. This matrix also demonstrates their involvement on the specific project experience that we previously listed.

Certifications, Licenses, Professional Association Memberships

John Doller, PE - Partner-in-Charge

Licenses:	Civil Engineer - AZ (18672); NV (17446) Wastewater Treatment Plant Operator, Grade 2 (AZ)
Professional Affiliations:	American Water Works Association Water Environment Federation Arizona Water Pollution Control Association Design-Build Institute of America

Mr. Doller is a partner with Carollo who has been with the firm for 24 years. He has successfully managed and completed engineering projects from preliminary studies to final design and construction. As partner-in-charge, he will be responsible for overall resource allocation and project delivery. He has functioned in this capacity on many water and wastewater projects both small and large, in Arizona and the Southwest.

Mark Courtney, PE - Project Manager

Licenses:	Civil Engineer - AZ (14615)
Professional Affiliations:	American Public Works Association, (Past President of Arizona Chapter) Arizona Consulting Engineers Association Arizona Water and Pollution Control Association Water Environment Federation Western Coalition of Arid States

Mr. Courtney has 28 years of professional experience with public and private sector projects, including water, wastewater, environmental management, permitting, and site development. Specific expertise includes: planning, design, construction administration, start-up, and management of public works projects that include: water supply, transmission, treatment, storage, pumping, and distribution; wastewater collection, pumping, treatment, recharge and reuse; regulatory compliance and permitting; storm water pump stations and site development. He has been directly involved with designs and project coordination through various agencies including state departments of Environmental Quality, Arizona Department of Water Resources, U.S. Navy and Air Force, EPA, HUD, Corps of Engineers, Rural Development and local entities across the western United States.

Key Staff/Personnel Discipline Category Matrix

	Discipline Categories					Representative Project Experience											
Team Member	Water Distribution Systems	Wastewater Systems	GIS	Electrical & SCADA Programming	Construction Management	City of Avondale WRF Expansion Phase I	City of Avondale CMOM Plan and Sewer Rehabilitation Evaluation	City of Avondale Wastewater Collection System Master Plan & Utility System Evaluation	City of Avondale Water Quality Monitoring, Phase 1	City of Avondale Utilities Avondale Boulevard Sewer Design and Construction	City of Avondale WWTP Expansion, Third Party Construction Management	Central Arizona Tonopah Desert Recharge	Town of Gilbert 3-MG Turner Ranch Reservoir, Booster Pump Station and Well Design-Build	Town of Sahuarita WWTP Headworks and Influent Pump Station	City of Phoenix 91st Avenue WWTP Three-Phase Digestion Project	Town of Gilbert 4 MG Reservoir and Pump Station Design-Build	Mesa, Gilbert, and Queen Creek Greenfield Water Reclamation Plant Phase II Expansion
John Doller, PE	✓	✓			✓	✓								✓	✓		
Mark Courtney, PE	✓	✓	✓		✓		✓	✓	✓	✓	✓						
Gary Siders, PE	✓	✓			✓								✓			✓	✓
Richard Humpherys, PE	✓	✓	✓				✓	✓		✓							
Dana Trompke, PE	✓	✓		✓	✓	✓									✓		
Brad Jeppson, PE	✓	✓							✓								
George Shirley, PE	✓	✓			✓						✓	✓					
Kerry Owen, PE	✓	✓		✓											✓	✓	✓
Charles Pagaduan, PE	✓	✓		✓								✓		✓	✓	✓	
Kirk Gardiner, PE	✓	✓			✓												
Louis Scatena, PE	✓	✓							✓							✓	
Joel Smason, PE	✓	✓										✓	✓		✓	✓	
Humberto Acuña, PE	✓	✓			✓								✓				
Calvin Fife	✓	✓			✓										✓		

Gary Siders, PE - Project Manager

Licenses:	Civil Engineer - AZ (12747); CA (46843); IN (PE60016753); NV (9531); TX (82319)
Professional Affiliations:	American Water Works Association American Society of Civil Engineers Arizona Water Pollution Control Association

Mr. Siders has 38 years of civil engineering experience with numerous water and wastewater treatment plants and infrastructure projects. His broad range of experience includes project management, planning, design and construction administration of multi-disciplined projects. Mr. Siders has experience with alternative project delivery methods including design-build. He is also Carollo's practice leader for the Infrastructure Design Group that works on company-wide standards and procedures for civil engineering projects.

Richard Humpherys, PE - Civil/Sanitary Engineer

Licenses:	Civil Engineer - AZ (36578)
Professional Affiliations:	American Water Works Association American Society of Civil Engineers Arizona Water Pollution Control Association

Mr. Humpherys, an associate with Carollo, has 20 years of experience specializing in hydraulic engineering projects that include water and wastewater master planning, water resources management, engineering analysis using hydraulic or GIS software tools, and other planning studies. His technical skills include master planning, hydraulic analysis of pressurized pipelines and networks, pipeline corridor studies, wastewater collection systems, reclaimed water systems, hydraulic transient analysis, data conversion, sewer system rehabilitation assessments, GIS analysis, GIS and network analysis integration.

Dana Trompke, PE - Civil/Sanitary Engineer

Licenses:	Professional Engineer - AZ (37702); FL (54605)
Professional Affiliations:	Arizona Water and Pollution Control Association Water Environment Federation

Ms. Trompke, an associate with Carollo, has 13 years of experience providing civil engineering services for water and wastewater projects. Her experience includes master planning, capacity studies, design, permitting, and construction administration services for water and wastewater treatment plants and infrastructure. Using software such as Biotran, WaterCAD, and SureTrak, she is proficient in process and hydraulic modeling, and project scheduling.

Brad Jeppson, PE - Civil/Sanitary Engineer

Licenses:	Professional Engineer - AZ (44702)

Mr. Jeppson has 8 years of experience in water treatment plant design, bench and pilot-scale testing for GAC filtration and enhanced coagulation, groundwater contamination, residuals disposal, and pipeline design. He also has previous experience in watershed studies, water chemistry analysis, landfill capacity models, and landfill emissions inventories.

George Shirley, PE, BCEE - Civil/Sanitary Engineer

Licenses:	Civil Engineer - AZ (8449); CA (43447); NV (5163); OR (13821); TX (63671)
Professional Affiliations:	Arizona Water and Pollution Control Association American Water Works Association Water Environment Federation American Society of Civil Engineers American Academy of Environmental Engineers, Board Certified Environmental Engineer

Mr. Shirley, a retired partner with Carollo has 41 years of experience in the planning, design and construction services of numerous water and wastewater facilities in a wide range of sizes. He has served as partner-in-charge, project manager, construction manager, and resident engineer of various projects in the civil, industrial, sewage and water engineering fields on projects valued at over $250 million. Mr. Shirley has also supervised and directly participated in the review and development of technical reports and studies, project budgets, cost allocations and schedules, contract negotiation and long-range planning.

Kerry Owen, PE - Electrical / I&C Engineer

Licenses:	Electrical Engineer - AZ (30544) Professional Engineer - TX (82944)
Professional Affiliations:	Institute of Electrical and Electronics Engineers

Mr. Owen has 34 years of experience as a senior electrical engineer that has provided detailed power and control design, specification development, submittal review and construction management for water treatment and distribution systems, wastewater treatment facilities, and storm water pumping stations.

Charles Pagaduan, PE - Electrical / I&C Engineer

Licenses:	Electrical Engineer - AZ (27404); CA (13948); TX (90517)
Professional Affiliations:	Arizona Power Quality Association

Mr. Pagaduan has 19 years of experience in electrical engineering. Technical experience includes: analysis of electrical distribution systems including computer simulation of various faults, voltage drop analysis, and Dapper/Captor and EDSA experience; analysis of protective devices including relay coordination curves and adjustable breaker coordination; control systems for emergency power systems and coordination of relays.

Kirk Gardiner, PE - Mechanical Engineer

Licenses:	Mechanical Engineer - AZ (22942)
Professional Affiliations:	American Society of Mechanical Engineers

Mr. Gardiner has more than 24 years of experience in mechanical design engineering, plant operations and maintenance work, design and contract administration, specification development, and equipment acquisition. Kirk has served as the project manager for the the City of Phoenix's 24th Street WTP Rehabilitation, project engineer for the Val Vista WTP internal upgrades, the Hayden Road booster pump station, and the Union Hills WTP minor modifications projects. He was responsible for the design discipline coordination and mechanical engineering of over 30 small to large system equipment modifications, eight chemical system equipment modifications, new reservoir pump-back stations, new copper sulfate feed system, and a new fluoridation system installation.

Lou Scatena, PE - Structural Engineer

Licenses:	Structural Engineer - AZ (11648) Civil Engineer - CA (47810) Professional Engineer - PA (PE018226E)

Mr. Scatena has 40 years of structural engineering design and utility-related experience. Skills and knowledge gained in previous positions include civil and structural design for commercial projects, electric utility systems, and field construction engineering.

Joel Smason, PE - Structural Engineer

Licenses:	Structural Engineer - AZ (24793); IL (81004381) Professional Engineer - FL (58434); IL (62043750); NC (29077); SC (22427); TX (82191)
Professional Affiliations:	American Society of Civil Engineers Arizona Water and Pollution Control Association Structural Engineering Association of Illinois

Mr. Smason has 31 years of experience as a structural design engineer for water and wastewater treatment plants. As a senior structural design engineer, Joel's responsibilities include preparation of preliminary structural designs, client assistance, supervision of personnel, preparation of budgets and estimates, and the development of detailed drawings and specifications. He also has experience with alternative project delivery methods including CMAR and design-build. Joel served as structural engineer for the City of Phoenix Union Hills WTP 160-mgd improvements and the Val Vista WTP miscellaneous modification projects.

Humberto Acuña, PE - Construction Management

Licenses:	Professional Engineer - AZ (42717) Professional Engineer Mexico (2355026)
Professional Affiliations:	American Society of Civil Engineers University of Arizona Alumni Association, National Board Member, Scholarships Chairman

Mr. Acuña, has 22 years of experience in construction management for both public infrastructure and private industry including water, wastewater, and environmental plant engineering. Humberto will administer the construction management portion of the project to make certain that the requirements of the contract documents are met. He has also had experience working with contractors in CMAR type delivery projects.

Calvin Fife - Construction Management

Certifications:	Concrete Field Technician, Grade I

Mr. Fife has more than 27 years of experience in structural, mechanical, and electrical construction inspection. His experience includes senior inspector for the Union Hills WTP 160-mgd improvement project, and the Val Vista WTP solids handling facility, and resident inspector for the Gilbert water system improvements including inspection of an 8-MG concrete water reservoir, 2.5 miles of 12-inch PVC potable waterline and 2.5 miles of 18-inch PVC reuse water line, and 2-mile of 16-inch PVC potable waterline.

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.

Carollo Engineers, P.C.	86-0899222
FIRM SUBMITTING SOQ	FEDERAL TAX ID NUMBER
John D. Doller, P.E. - Partner	
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
3033 North 44th Street, Suite 101	602-263-9500 602-265-1422
ADDRESS	TELEPHONE FAX #
Phoenix, AZ 85018	April 16, 2008
CITY STATE ZIP	DATE
WEB SITE: www.carollo.com	EMAIL ADDRESS: jdoller@carollo.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? No

If yes, please provide details and documentation of the certification.

John D. Doller

Years with Carollo

24 Years

Total Years of Experience

26 Years

Education

MS Civil/Environmental Engineering, University of Illinois, 1982

BS Civil Engineering, Purdue University, Indiana, 1980

Licenses

Civil Engineer, Arizona, Nevada

Wastewater Treatment Plant Operator, Grade 2, Arizona

Professional Affiliations

American Water Works Association

Water Environment Federation

Arizona Water Pollution Control Association

Design-Build Institute of America

Mr. Doller, a partner with Carollo Engineers, joined the firm in 1984. John has 26 years of experience in the evaluation, design, construction and operation of water and wastewater treatment facilities. He has extensive experience in project management, adherence to schedules and budgets, and overseeing planning, and construction activities.

- Partner-in-charge, as a subconsultant, for the City of Avondale, Arizona Water Reclamation Facility Expansion design and engineering services during construction for the headworks facility and the digester complex.

- Partner-in-charge (in association with a subconsultant) for the City of Phoenix, Arizona 91st Avenue and 23rd Avenue Wastewater Treatment Plant Biosolids Disposal Study. The main objective of this study to establish an overall strategic biosolids management plan for both the facilities, identify short-term alternatives for biosolids reuse/disposal for both plants without significant capital improvements to maximize flexibility in operations and to minimize the costs associated with reuse/disposal, identify long-term recommended strategies for biosolids reuse/disposal to establish diversity, flexibility, cost-effectiveness, and environmental stewardship in biosolids management, and identify future "triggers" that will impact the recommended overall biosolids management strategy.

- Partner-in-charge for the City of Avondale Water Reclamation Facility Expansion Phase I Design and Construction Management Services project. As a subconsultant, Carollo is providing design and engineering services during construction for the digester sludge and gas piping, the boiler room, and the propane storage system under a Construction Manager at Risk (CMAR) project delivery method.

- Partner-in-charge, as a subconsultant, for the City of Phoenix, Arizona 91st Avenue Wastewater Treatment Plant UP05 Expansion - Unified Pump Station. The pump station is designed for an initial capacity of 150 mgd with an ultimate capacity of 600 mgd. Physical hydraulic modeling was utilized to develop formed suction inlets that preserved ideal flow inlet conditions to the pumps.

- Partner-in-charge for the City of Phoenix, Arizona 91st Avenue Wastewater Treatment Plant Solids Process Control Upgrades. This job order contract / design build project involved design and construction of suspended solids analyzers and turbidity instrumentation for the facility.

- Partner-in-charge for the City of Phoenix, Arizona 91st Avenue Wastewater Treatment Plant Digester No. 7 Dome Replacement design and construction management services.

- Partner-in-charge for the Town of Sahuarita Wastewater Treatment Plant Headworks and Influent Pump Station project, Sahuarita, Arizona. The project included modification of the SBR to a conventional aeration basin employing a BNR process, addition of a secondary sedimentation basin and RAS/WAS pump station, expansion of the tertiary filtration facilities, and expansion of the UV disinfection facilities.

- Project engineer for a fine bubble diffuser evaluation and cleaning study at the 91st Avenue Wastewater Treatment Plant, City of Phoenix, Arizona. The study evaluated the performance of the various aeration systems at the plant using off-gas analysis to determine actual operating oxygen transfer efficiencies. The study also evaluated various diffuser cleaning methods for removal of calcium carbonate and biological fouling. A diffuser cleaning program was formulated based on the results of the study.

- Project engineer for the secondary sludge thickening evaluation at the 91st Avenue Wastewater Treatment Plant which evaluated methods to thicken DAF sludge to possibly reduce the total digester

volume required at the plant, City of Phoenix, Arizona.

- Resident construction engineer for the 91st Avenue Wastewater Treatment Plant for the 60-mgd Plants 1A/1B refurbishing contract and the Plant I rehabilitation contract, City of Phoenix, Arizona. These projects included refurbishing of the primary and secondary clarifiers, installation of a fine bubble aeration system and replacement of various electrical transformers throughout the plant.

- Project manager for design and resident engineer for construction of the 91st Avenue Wastewater Treatment Plant, Plant IIIA secondary sedimentation basins modification project, City of Phoenix, Arizona.

- Project engineer for a testing and evaluation program with the City of Phoenix, Arizona for thermophilic operation of a digester for effective treatment of primary scum.

- Design engineer and field construction engineer for two 110-foot diameter digesters, including heating and mixing systems at the 91st Avenue Wastewater Treatment Plant, City of Phoenix, Arizona.

- Project engineer for the design of the 91st Avenue Wastewater Treatment Plant maintenance facilities expansion, City of Phoenix, Arizona.

- Project engineer for the Wastewater Treatment Plant Fine Bubble Retrofit Project, City of San Bernardino, California.

- Process evaluation and construction coordination engineer for the 91st Avenue Wastewater Treatment Plant, Plant IIIA nitrification/denitrification pilot study, City of Phoenix, Arizona.

- Partner-in-charge for the City of Phoenix, Arizona Tatum Boulevard Lift Station Remediation design and construction management. The project consisted of modifications and improvements to repair damaged structures and pipelines as a result of unanticipated settlement of the pump station and support facilities. The project also contained upgrade elements to bring the facility into compliance with the City's current standards for pump station design and construction.

- Partner-in-charge for the City of Goodyear, Arizona Water and Sewer Pipelines Design-Build project (in association with Hunter Contracting Company). The project involves design and construction services to increase the capacity of the existing collection sanitary sewer and the addition of water and sewer services for a new service area to accommodate growth in this area.

- Field engineering project manager responsible for start-up, training coordination, and engineering technical support (3rd party CM) for the $70-million Alfred Merritt Smith Water Treatment Plant Ozone Addition Project for the Southern Nevada Water Authority, Las Vegas, Nevada. This project consisted of the addition of a complete ozone system to allow the 624-mgd Alfred Merritt Smith WTF to convert operations to primary disinfection with ozone. Project components included influent flow measurement via a 15 ft. diameter venturi meter, ozone contactors, a vacuum/pressure swing adsorption (VPSA) system for extracting ozone generator feed oxygen from air, a back-up liquid oxygen feed system, ozone generators, a calcium thiosulphate ozone quenching system, and ancillary building and support systems. When complete, this project represents the largest automated ozone system in the United States.

- Partner-in-charge and field engineering project manager responsible for technical support for the Alfred Merritt Smith WTP Process Improvement project for the Southern Nevada Water Authority in Las Vegas, Nevada. This project consisted of the addition and expansion of various chemical delivery systems including gaseous chlorine, sulfuric acid, calcium thiosulfate, sodium hydroxide, liquid ammonia, and polymer.

- Project manager for the design of the Johnny G. Martinez Water Treatment Plant and South Tempe Water Treatment Plant chlorine scrubber projects, City of Tempe, Arizona.

- Partner-in-charge for the City of Phoenix, Arizona Basin N Sanitary Sewer Replacement and Relief Program. The City determined that approximately 12,000 linear feet of sanitary sewer, ranging in size from 8-inch diameter to 30-inch diameter, located in its wastewater drainage basin N, was lacking sufficient capacity. Lack of capacity directed implications on pending and future development within the basin.

Mark E. Courtney

Years with Carollo

8 Years

Total Years of Experience

28 Years

Education

BS Civil Engineering, Colorado State University, 1978

Licenses

Civil Engineer, Arizona

Professional Affiliations

American Public Works Association, (Past President of Arizona Chapter)

Arizona Consulting Engineers Association

Arizona Water and Pollution Control Association

Water Environment Federation

Western Coalition of Arid States

Tau Beta Pi

Chi Epsilon

Mr. Courtney is an associate with Carollo Engineers and has more than 28 years professional experience with public and private sector projects, including water, wastewater, environmental management, permitting, and site development. Specific expertise includes: planning, design, construction administration, start-up, and management of public works projects that include: water supply, transmission, treatment, storage, pumping, and distribution; wastewater collection, pumping, treatment, recharge and reuse; regulatory compliance and permitting; storm water pump stations and site development. He has been directly involved with designs and project coordination through various agencies including state departments of Environmental Quality, Arizona Department of Water Resources, U.S. Navy and Air Force, EPA, HUD, Corps of Engineers, Rural Development and local entities across the western United States. The following experience includes selected representative projects on which he has served as project manager or project engineer.

- Project engineer for third party construction management of the wastewater treatment plant expansion to 6.4 mgd capacity for the City of Avondale, Arizona. In addition to construction management tasks, services included operations and maintenance manuals, supplemental operator training, and permit/regulatory coordination including developing a petition to ADEQ requesting designated use changes for a portion of the Agua Fria River.

- Project manager for the City of Avondale Wastewater Collection System Master Plan and Utility System Evaluation, Avondale, Arizona. Engineering services included developing a GIS-based computer model for the City's wastewater collection system and evaluating the water distribution model using GIS; evaluating the collection and distribution systems to identify deficiencies and to support operations and maintenance optimization; preparation of a cMOM Plan and rehabilitation program; developing CIP projects required to expand and improve the collection and distribution systems into a long-term implementation plan, including estimated costs, schedule, and prioritization.

- Project manager for the Avondale Boulevard Sewer project, City of Avondale, Arizona. Engineering services include preliminary and final design, bidding assistance, and construction management for the connection of the 24-inch gravity sewer main in Avondale Boulevard to the 21-inch gravity sewer main in McDowell Road. Developing a strategy for handling unnecessary diversion structures is also part of the scope of this project.

- Project manager for the City of Peoria Capacity, Management, Operation and Maintenance (cMOM) Program, Peoria, Arizona. The project includes evaluating the City's performance in managing, operating and maintaining the wastewater collection system to meet the requirements of the State of Arizona's cMOM program, identifying areas of potential non-compliance, and recommending specific compliance strategies. Scope includes preparation of a written cMOM Program and providing cMOM training to City staff.

- Project manager for the Airport Area Supply Wells, City of Prescott, Arizona. The project included siting, drilling, and testing two new wells in the vicinity of the Prescott airport. Carollo provided site and equipping design for one of the wells, and required ADWR and ADEQ permitting. The project included direct coordination with the FAA for Notice of Proposed Construction relative to potential drill rig conflicts adjacent to the airport.

- Project manager for the City of Goodyear Water System Model and Evaluation, Goodyear, Arizona. The project included development of a GIS compatible water system model and evaluation of specific existing conditions

and future scenarios for water system expansion and improvement. Additional services included review of existing development drawings and CAD drafting of storm drainage components into the City of Goodyear's GIS database.

- Project manager for the groundwater production capacity study for the City of Glendale, Arizona. The project included alternative evaluation for groundwater production, transmission, and treatment in the off-project areas of pressure zones 2 and 3.

- Project manager for the City of Prescott Airport Area Water Master Plan and Well 2. As a follow up to the previous Water Master Plan (completed by Carollo in 2005), Carollo was retained to study the airport area water system. Due to the planned Big Chino water project nearby, significant modifications to the airport area system, including booster pump stations, reservoirs, and transmission/distribution piping are required to serve projected growth. The Airport Area Water Master Plan project included a hydrogeologic assessment and supply well master plan for developing a well field in the area. The supply well master plan was coordinated with ADWR requirements related to the City's recharge facilities and the associated water balance. Project efforts included modeling and evaluation of infrastructure alternatives, and conceptual design of the selected improvements.

- Project manager for the City of Eloy Sewer Service Area Study, Eloy, Arizona. The City is experiencing rapid growth in the form of residential and commercial developments. The study will include tasks for coordinating meetings and information exchange between the City and the consortium of private developers and landowners who have tracts of land located in the study area and for assisting the City with organizing and administrating study related activities of the consortium, such as financial participation and regulatory agency involvement. The study will be accomplished in two major phases. Phase I will include information gathering, initial organization of the consortium, base map preparation for the study area, preparing and conducting an initial consortium workshop, and developing a scope and fee estimate for Phase II of the study.

- Project manager for the City of Prescott Wastewater Collection System Model, Prescott, Arizona. Engineering services include development of a GIS-based hydraulic model for the City's existing wastewater collection system to evaluate the adequacy of the existing system to supply the estimated demands under existing and projected growth conditions. The project will include software evaluation and recommendation, data collection and analysis, field investigations and monitoring, and model development and calibration.

- Project manager for the City of Phoenix Water and Wastewater System Security Master Plan, Phoenix, Arizona. The security master plan included preparation of a vulnerability assessment; an inventory of existing security countermeasures; an alternative disinfection methods risk assessment/evaluation for water and wastewater treatment plants; emergency response training to laboratory and water/wastewater sampling staff; a vulnerability assessment for the remote facilities SCADA system; a cost database for countermeasures recommended in the vulnerability assessment; a site-specific security master plan database which includes countermeasures and capital costs for each of the Water Services Department's approximately 300 facilities; and a phased implementation plan for completing the master plan security improvements.

- Project manager for the City of Phoenix Wastewater Master Plan, Phoenix, Arizona. As a subconsultant to another firm, Carollo's tasks include land use plan evaluations, review and comparison of previous area plans, and tributary area review and development. Existing information is being reviewed and analyzed to identify potential infiltration and inflow issues in the system that will impact the system modeling tasks.

- Project manager for the Algonquin Wastewater and Water System Master Plan Development, Litchfield Park, Arizona. Project included development of master plans for the water and wastewater systems in the Litchfield Park Service Company's (LPSCO) Litchfield Park and Goodyear service areas (22 sq. miles). (LPSCO is owned by Algonquin Water Services, LLC.)

Gary E. Siders

Years with Carollo

12 Years

Total Years of Experience

38 Years

Education

BS Civil Engineering, Purdue University, 1970

Licenses

Civil Engineer, California, Arizona, Texas, Nevada, Indiana

Professional Affiliations

American Water Works Association

American Society of Civil Engineers

Arizona Water Pollution Control Association

Mr. Siders joined Carollo Engineers in 1996, and has more than 38 years of civil engineering experience with numerous water and wastewater treatment plants and infrastructure projects. His broad range of experience includes project management, planning, design and construction administration of multi-disciplined projects. Mr. Siders has experience with alternative project delivery methods including design-build. He is also Carollo's practice leader for the Infrastructure Design Group that works on company-wide standards and procedures for civil engineering projects.

- Technical advisor for the Algonquin Water Services / Litchfield Park Service Company, Arizona Airline Reservoir and Pump Station design project.

- Project engineer for the City of Henderson, Nevada Pumping Station P-8 and Transmission Main Phase 1.

- Civil engineer for the City of Henderson, Nevada On-Call Design Submittal Review Services.

- Project engineer for the Town of Gilbert, Arizona Riggs Road 2 MG Resvr, Booster Pump Station, and Well Design Build.

- Project manager Town of Gilbert Arsenic, Arizona Mitigation Wells No. 14 and 15 Electrical and Instrumentation Design.

- Project manager for the Town of Gilbert, Arizona Integrated Water Resources Master Plan.

- Project engineer for the Town of Gilbert Reclaimed Water System Improvements.

- Project manager for the Town of Gilbert, Arizona Water Treatment Plant Expansion to 45 mgd Design Build.

- Project manager for the Town of Gilbert, Arizona Water Treatment Plant Finished Water Reservoir

- Project engineer for the Town of Gilbert and City of Chandler, Arizona South Water Treatment Plant Raw Water and Finished Water Pipeline Alignment Study.

- Quality control for the City of Mesa, Arizona Apache Junction Reservoir and Pump Stations.

- Civil engineer for the City of Peoria, Arizona 107th Avenue and Williams Road Well, Reservoir and Booster Pump Station

- Project manager for the City of Phoenix, Arizona Val Vista Water Main Relocation at Rio Salado Parkway and Farmer Avenue.

- Quality control for the Southern Nevada Water Authority, Nevada North Valley Lateral 170-C Pipeline.

- Project manager/ engineer for the design of the Town of Gilbert, Arizona Turner Ranch 3-MG Reservoir, Booster Pump Station, Well and Arsenic Mitigation Design Build. Hunter Contracting Company served as the design-build contractor. The project consists of a 5300-gpm booster pump station with a 0.6 MG wet well and a 2.4 MG-reservoir, and an on-site potable water well with a capacity of approximately 1500 gpm. The reservoir is an in-ground structure with a reinforced concrete hopper bottom and a continuous seam aluminum roofing system. The project also includes a tablet feed calcium hypochlorite disinfection system, instrumentation and controls that interface with the Town's SCADA system, a standby emergency power system, and additional security measures. The project is the primary source of water for the recently created Zone 4 of the Town's water system.

- Project engineer for the grading, paving, drainage and site work on the Water Treatment Plant Expansion to 30 mgd, for the Town of Gilbert, Arizona. Major tasks involved in this project included yard piping extensions to new treatment units, grading and pavement to match new work to existing facilities, re-grading of portions of the site to promote improved drainage throughout the site, and reconfiguring the existing drainage channel along the southern boundary of

the property to provide an emergency overflow for the raw water storage basin and to prevent excessive erosion in the channel.

- Project engineer for the design of the Lindsay Road 4-MG Reservoir and Pump Station for the Town of Gilbert, Arizona. This was a fast-track design-build project with Hunter Contracting Company serving as the lead contracting agent. This project consists of a 5400-gpm booster pump station with a 1-MG wet well and a 3-MG reservoir. The reservoir is configured as an in-ground structure with a reinforced concrete hopper bottom and a continuous seam aluminum roofing system. The project also included a tablet feed calcium hypochlorite disinfection system, instrumentation and controls (SCADA system), standby emergency power system, and additional security measures. This was a fast-track project with a total delivery time (design through construction) of only eight months. The design was broken into four phases to expedite review and approval process with the Town of Gilbert's Building Department and Maricopa County Environmental Services Department. This facility was Gilbert's first design-build for a public works infrastructure project.

- Project manager for design and construction management services for Well No. 21 Drilling and Equipping Design project, Town of Gilbert, Arizona. Project involves the drilling and equipping of a new potable water supply well in the rapidly growing southeast portion of the Town. Anticipated drilling depth is 1,300 feet, with a target capacity of 1,500 gpm.

- Project manager for Well No. 22 Equipping Design project, Town of Gilbert, Arizona. Project includes design and construction administration of well equipment for a 1,500-gpm irrigation well that had been rehabilitated into a potable water supply well. The well pumps water approximately 3,500 feet to Shea Homes' Seville Water Campus.

- Project manager for Buckeye Hills Recreation Area water system improvements, Maricopa County Parks and Recreation Department, Arizona. This project involves the design, bid phase, and construction administration services for the installation of a new water system including the equipping of a potable water well; tablet feed calcium hypochlorite disinfection system; a 100,000-gallon steel reservoir; and approximately 13,200 feet of 4- and 8-inch water mains. Total estimated construction costs for the facility, including the extension of electrical service to the site, is $1.6 million.

- Project manager for alignment options cost impact analysis for Pima Road water transmission pipeline, City of Scottsdale, Arizona. In this project, the overall costs were compared for two potential alignments for a pipeline along Pima Road, from Jomax Road to Desert Mountain Parkway, a distance of 7.4 miles. Pipe size ranged from 36- to 16-inches. Factors that were considered in the analysis included traffic control, detours, pavement restoration, and right-of-way acquisition.

- Project manager for the El Paso Water Utilities Lower Valley Cast Iron Pipe Replacement project phases 1, 2, 3, and 4, in El Paso, Texas. This project involved the replacement of approximately 20-miles of 40- to 50-year old, unlined cast iron pipe with polyvinyl chloride (PVC) pipe. Pipe sizes varied from six- to 12-inches in diameter. The design criteria included locating the new waterline as close as possible to the existing pipe, and included the replacement of water service connections and fire hydrants. Careful location and scheduling of hot taps another tie-ins to existing mains allowed this project to be completed without any significant water service interruptions. Work was performed in four phases over a four-year period.

- Project manager for the Phoenix Pressure Zone 2A Feasibility Study, City of Phoenix, Arizona. This project involves investigating the feasibility of upgrading approximately 5 miles of existing 45-inch water transmission pipeline in Thomas Road to accommodate higher pressures and surge conditions caused by the revision of Pressure Zone 2A. The project also includes a routing/alignment study for another leg of the transmission main from Thomas Road to the 24th Street WTP.

- Project manager for the Gilbert Water System Improvements, 24-inch Water Transmission Main in Lindsay Road, Town of Gilbert, Arizona. This project involves the design, bid phase and construction management services for approximately 12,000 linear feet of 24-inch water main, including interconnections to the existing transmission mains as well as the adjacent distribution system.

Richard A. Humpherys

Years with Carollo

7 Years

Total Years of Experience

20 Years

Education

MS Civil Engineering, Hydraulics, Utah State University, 1988

BS Agricultural/Irrigation Engineering, Utah State University, 1986

Licenses

Civil Engineer, Arizona

Professional Affiliations

American Water Works Association

American Society of Civil Engineers

Arizona Water Pollution Control Association

Mr. Humpherys is an associate with Carollo Engineers. He has over 19 years of experience specializing in hydraulic engineering projects that include water and wastewater master planning, water resources management, engineering analysis using hydraulic or GIS software tools, and other planning studies. His technical skills include master planning, hydraulic analysis of pressurized pipelines and networks, pipeline corridor studies, wastewater collection systems, reclaimed water systems, hydraulic transient analysis, data conversion, sewer system rehabilitation assessments, GIS analysis, GIS and network analysis integration. Software skills include H2ONET, H2OMAP Water and Sewer, Stoner (SynerGEE), WaterGEMS, SewerGEMS, WaterCAD, Hydra, EPANet, ESRI (ArcView 8.x, 9.x), and AutoCAD.

Mr. Humpherys is currently the Chairman of the National AWWA Engineering Computer Applications Committee that works with hydraulic engineering professionals across the country to promote hydraulic modeling.

- Project engineer for the City of Avondale Wastewater Collection System Master Plan and Utility System Evaluation, Avondale, Arizona. Developed a water and wastewater model from GIS data. Created a land use plan in GIS that is suitable for planning for both water demands and wastewater loads. The model analysis was used to develop a capital improvement plan.

- Project engineer for the Water System Master Plan for the City of Peoria, Arizona. Developed a hydraulic model, calculated water demands, and calibrated the model. Used the model to evaluate the existing water distribution system and to identify future capital improvements.

- Modeling manager for the City of Peoria, Arizona 2007 Wastewater Master Plan Update. The Wastewater Master Plan used data developed in the City's Re-use Master Plan, Water Resource Master Plan, and Water Infrastructure Master Plan to create an infrastructure plan for treatment and collection of the wastewater flows. One key part of the master plan was identifying the number and collection areas of the wastewater reclamation plants that will serve undeveloped portions of the City.

- Project engineer for Phoenix Water Quality Master Plan Update, City of Phoenix, Arizona. Updated the computer model to be used in extended period simulations. Identified water distribution operating strategies that may be used to reduce water quality problems.

- Project engineer for the City of Phoenix, Arizona 2004 Wastewater Master Plan. As a subconsultant to another firm, Carollo provided land use plan evaluations, review and comparison of previous area plans, and tributary area review and development. Existing information is being reviewed and analyzed to identify potential infiltration and inflow issues in the system that will impact the system modeling tasks.

- Project engineer for the Integrated Water, Wastewater, and Reclaimed Water Master Plan, City of Chandler, Arizona to project infrastructure needs over a 15-year period. Developed water demand projections based on land use and customer billing records. Created hydraulic models of the water, wastewater, and reclaimed water systems; and identified capital improvements necessary to serve future population growth, evaluated existing infrastructure to make recommendations to improve the efficiency and effectiveness of the existing system. Calibrated the water and wastewater system models. The modeling analysis included evaluations of reservoir storage requirements and the operation of over twenty reservoirs with storage capacities between 1 and 20 MG. Work efforts included; assessment of manhole and sewer main conditions, and development of a customized maintenance management program; GIS integration, water system modeling, and use of customer billing data to develop water

demands; and use of GIS to present model results.

- Project engineer for the City of Eloy Wastewater Collection System Master Plan, Eloy, Arizona. Created a hydraulic model of the collection system to evaluate capacity limitations. Master planned a large area consisting of many square miles of undeveloped land with the City's planning area to determine treatment plant locations and future infrastructure.

- Project engineer for the City of Casa Grande Wastewater Collection System Master Plan, Casa Grande, Arizona. Project included development of a collection system layout for large tracts of land within the City's planning area. Identified ultimate flows for water reclamation plants and selected possible plant locations. Developed and calibrated a hydraulic model of the collection system.

- Project engineer for the Algonquin Wastewater and Water System Master Plan Development, Litchfield Park, Arizona. Project included development of master plans for the water and wastewater systems in the Litchfield Park Service Company's (LPSCO), owned by Algonquin Water Services, LLC, in the Litchfield Park and Goodyear service areas. Digitized water and sewer records into a GIS system to create a set of record drawings for the utility. Created hydraulic models of the water distribution and wastewater collection system. Developed a GIS based land use plan to predict water flows and wastewater loads. These models will be used to solve existing water distribution system problems and to prepare a capital improvement plan through buildout.

- Project engineer for the Lake Havasu City, Arizona Water Master Plan Update. Lake Havasu City, Arizona, is a rapidly growing master-planned community of approximately 55,000 people located on the Colorado River in the west central part of Arizona. The transmission system consists of a high service pump station at the water treatment plant, 14 active wells, 19 booster pump stations, and 450 miles of transmission and distribution lines connecting 32 reservoirs located in seven pressure zones. The primary purpose of Lake Havasu City's Water Master Plan Update is to update the City's existing Water Master Plan. Many changes and upgrades have been made to the City's water system since the original plan was completed in 1992. Numerous water line replacements and upgrades, storage projects, and booster pump station upgrades have been completed as recommended in the original plan. Project elements associated with the update include design, modeling, data collection, cost estimating, preparation of a 5 and 10 year Community Investment Program, and the preparation of a Water Master Plan Update.

- Technical advisor for the City of Punta Gorda, Florida Water and Wastewater Master Plan. The project included developing and calibrating water and wastewater models for the City. These models were used to identify and resolve a number of operational anomalies. Recommendations were made to address deficiencies in the existing systems and to plan for future growth.

- Task leader for the Water and Wastewater Asset and Capacity Management Program for City of Scottsdale Water Resources Department, Scottsdale, Arizona. Phase I of the asset management (AM) program includes assisting the City in their desire to enhance its business operations by expanding the scope of its current AM system, including the development of an overall roadmap for expanding into a comprehensive asset management system. Phase II of the AM program consists of asset inventory and condition assessment. The capacity management program includes updating the existing wastewater and water system models, including extensive sewer flow monitoring efforts, and developing evaluation tools to ensure the reliability of the wastewater and water systems during times of drought or other emergencies.

- Project manager for the Goodyear Water System Model project, City of Goodyear, Arizona. Updated a water model and created a collection system. Developed demands and calibrated the models. Used the models to solve a variety of operational problems and also used the models to size future infrastructure. H2OMap Water and Sewer modeling software was used on this project.

- Project engineer for the Goodyear Water System Model and Evaluation, City of Goodyear, Arizona. The project included development of a hydraulic model of the City of Goodyear water distribution system. Utilized GIS data to create the model, then used the model to solve water supply and delivery problems.

Dana R. Trompke

Years with Carollo

6 Years

Total Years of Experience

13 Years

Education

MS Civil and Environmental Engineering, Arizona State University, 2006

BS Civil Engineering, University of Florida, 1994

Licenses

Professional Engineer, Florida, Arizona

Professional Affiliations

Arizona Water and Pollution Control Association

Water Environment Federation

Ms. Trompke, an associate with Carollo, has more than 13 years of experience providing civil engineering services for water and wastewater projects. Her experience includes master planning, capacity studies, design, permitting, and construction administration services for water and wastewater treatment plants and infrastructure. Using software such as Biotran, WaterCAD, and SureTrak, she is proficient in process and hydraulic modeling, and project scheduling.

- Project manager for the City of Avondale Water Reclamation Facility Expansion Phase I Design and Construction Management Services project. As a subconsultant, Carollo is providing design and engineering services during construction for the digester sludge and gas piping, the boiler room, and the propane storage system under a Construction Manager at Risk (CMAR) project delivery method.

- Project engineer for the ultraviolet (UV) disinfection system project for the Fountain Hills Sanitary District, Arizona. The project goal is to replace chlorine with UV disinfection of membrane-filtered effluent prior to injection into Aquifer Storage and Recovery (ASR) wells. Responsibilities include pilot testing, design, and permitting of a UV disinfection system rated for 2.9 mgd, with an ultimate capacity of 3.6 mgd. Testing was conducted to determine the particle size distribution, fouling potential, and UV transmittance of the effluent. Project elements included an in-channel UV disinfection system, electrical building, two additional pumps, a sodium hypochlorite system for ASR well maintenance, and the necessary piping modifications.

- Project engineer for the 91st Avenue Wastewater Treatment Plant Multi-Phase Digestion Design Project, City of Phoenix, Arizona. Responsible for the evaluation and design of the heat exchangers. The design project entails the retrofit of the existing digester heating system (heat exchangers, hot water pumps, etc.) to meet the heating requirements of the acid-phase and methane-phase thermophillic anaerobic reactors. The design also includes a new transfer pump station to transfer sludge from the acid-phase to the methane-phase reactors, significant process control modifications and miscellaneous gas and sludge piping modifications.

- Project manager for the Miscellaneous Improvements project at Beardsley Road Water Reclamation Facility, Peoria, Arizona. Responsibilities include the design and permitting of additional headworks bar screen and grit chamber equipment, on-line nutrient analyzers, and 10 acres of recharge basins and effluent delivery piping.

- Project engineer for the Nitrification-Denitrification Enhancements at the Arrowhead Ranch Water Reclamation Facility, City of Glendale, Arizona. This project involved modeling the plant process to develop improvements to decrease their effluent nitrate levels thus meeting the reuse and recharge effluent restrictions. This involved the design and construction of replacement mixed liquor recycle pumps, tracer testing to identify short-circuiting inside the treatment basins, a review of the RAW/WAS operations and feed rates, and design of corrective measures to address short-circuiting.

- Project engineer for the Saddlebrooke Ranch Water Reclamation Plant for Robson Communities, Sun Lakes, Arizona. Her responsibilities included the planning and design of a 0.8 mgd water reclamation plant with solids handling facilities, master-planned for 1.2 mgd. Specific efforts included the design of the nitrification-denitrification process in basins with integral clarifiers and aerobic digesters, aeration equipment, tertiary filtration by cloth-disk filters, and sludge pumping and dewatering facilities. Other responsibilities included preparing and submitting the Aquifer Pollution & Protection permit application for ADEQ and the Air Quality Permit application for Pinal County.

- Project engineer for the Santa Rosa Water Reclamation Facility for Robson Communities. Her involvement included pre-design planning efforts for a 1.4 mgd wastewater treatment plant, master planned to a 4.3 mgd ultimate capacity. The final project will include the design of headworks, bar screens, influent measuring channels, influent pump station, treatment basins, clarifiers, tertiary filters and UV disinfection, as well as the associated chemical, instrumentation, and control appurtenances.

- Project engineer for the Solids Management Alternatives technical evaluation for the Beardsley Road WRF, City of Peoria, Arizona. Her responsibilities included an analysis of alternatives for solid handling facilities, performing a review of all relevant biosolids regulations, and estimating both capital and operating costs.

- Project manager for the Recharge Basin Expansion Project at Beardsley Road Water Reclamation Facility, Peoria, Arizona. Responsibilities include the coordination of infiltration testing, design of 10 acres of recharge basin and distribution piping, and required Underground Storage Facility (USF) permitting.

- Project engineer for the South Area Reclaimed Water Distribution System Improvements for the Fountain Hills Sanitary District, Fountain Hills, Arizona. Responsibilities include the design and permitting of a 2.0-MG concrete reservoir and pump station, removal of two effluent storage lakes and one dam, site grading and yard piping, and hydraulic modeling of the reclaimed water pumping and distribution system.

- Project engineer for the City of Peoria's Water Infrastructure Master Plan, Peoria, Arizona. Responsibilities included the evaluation of existing facilities, and developing capital improvement schedules and budgets.

- Project engineer for Buckeye Hills Recreation Area Water System for Maricopa County Parks and Recreation Department. Her involvement included the design of a 100,000-gallon storage tank, water distribution piping, well pump, well discharge piping and instrumentation, and disinfection by calcium hypochlorite.

- Vulnerability assessment experience includes the City of Phoenix Security Master Plan, which involved performing a Chlorine Code Compliance Assessment. Her involvement included the review of regulations and industry standard practices for the safe storage and use of gaseous chlorine; development of a checklist of regulatory and safety items; evaluation of eight treatment plants and reservoirs that use gaseous chlorine (sizes ranged from one-ton to 90-tons) for compliance with checklist; and making recommendations for non-compliant items.

- Ms. Trompke is familiar with performing vulnerability assessments and has attended the "Risk Assessment Methodology for Water Utilities" workshop developed by Sandia National Laboratories.

- Project engineer for Dixie Park Wastewater Treatment Plant, Port Salerno, Florida, for Martin County Environmental Services Department. Performed wastewater treatment plant master planning, designing and permitting. Also provided construction administration services for the rehabilitation of an aging WWTP including master pump station, rotary screen, air piping, filter replacement, rehabilitation of treatment units and surge tank, pond berm expansion, and liner installation.

- Project engineer for Martin County Environmental Services Department, Stuart, Florida. Performed wastewater collection systems master planning services including hydraulic modeling of forcemain and reuse systems, capacity analysis of gravity sewer systems, lift station and pump analysis, and developing capital improvements plan.

- Project engineer for Dixie Park Wastewater Treatment Plant, Port Salerno, Florida, for Martin County Environmental Services Department. Responsible for wastewater treatment plant operating permit renewals, including operating protocol and reuse facility reports.

Brad D. Jeppson

Years with Carollo

2 Years

Total Years of Experience

8 Years

Education

BS Environmental Engineering, University of Utah, 2000

Licenses

Engineer-in-Training, Utah

Civil Engineer, Arizona

Mr. Jeppson joined Carollo Engineers in January 2001, and has experience in water treatment plant design, bench and pilot-scale testing for GAC filtration and enhanced coagulation, groundwater contamination, residuals disposal, and pipeline design. He also has previous experience in watershed studies, water chemistry analysis, landfill capacity models, and landfill emissions inventories. Mr. Jeppson is currently working on a Masters Degree in Environmental Engineering at ASU.

- Project engineer on the Union Hills WTP residuals disposal study, City of Phoenix, Arizona. Project scope included determination if ferric solid-residuals, disposed in a tree-planted area near the Union Hills WTP, posed a threat to the groundwater or surface water systems. The project involved developing mass balances on plant-generated solids, research on desert-tree water consumption rates, development and coordination of sampling plan, data analysis, and presentations to the client.

- Engineer in charge of developing the Gilbert WTP operations and maintenance manual, Town of Gilbert, Arizona. This manual was updated to include two separate expansion projects. The project also included the task of creating an electronic library to house all existing plant information for easy and electronic reference.

- Process engineer on the Johnny G. Martinez WTP expansion team, City of Tempe, Arizona. Developed layouts for new pump stations, basins and metering structures, assisted with hydraulic profiles of new and existing facilities, worked closely with plant personnel to coordinate recommendations for new facilities, and assisted in drafting reports.

- Research engineer for the Johnny G. Martinez WTP pilot study, City of Tempe, Arizona. Assisted in a pilot study that was developed to investigate GAC filter media for taste and odor removal and DBP reduction. The project involved sampling and analyzing data from the pilot plant; day-to-day pilot plant activities such as repairs, maintenance, and backwashing filters; full-scale filter-coring and sampling; and recommending improvements for pretreatment. Close contact and cooperation with plant staff was critical and good relationships were developed.

- Project team member for the water quality master plan update, City of Phoenix, Arizona. Scope of work included investigation of the effects of enhanced coagulation to comply with new federal DBP water quality regulations. The study also included bench, pilot, and full-scale testing of enhanced coagulation; developing protocols for testing and sampling; data analysis and management. Cooperation and forming good working-relationships with city staff was critical.

- University of Utah environmental engineering design project including design of a deep water sewer outfall and pump station in the Pacific northwest.

- Completed in-depth hydrologic analysis on Big Cottonwood Watershed, Utah. Created model for rainfall, runoff depths, and peak flow estimation.

- Designed a route for a light rail system and a hypothetical "People Mover" elevated tram, and conducted traffic signal and speed/flow analysis.

- Assisted with environmental impact assessment of the Legacy Highway Project, Salt Lake City, Utah. The planned highway treaded across sensitive wetland areas of the Great Salt Lake. Assisted with public involvement and potential water quality impact studies.

George E. Shirley

Years with Carollo

37 Years

Total Years of Experience

41 Years

Education

MS Engineering Mechanics (Structural Analysis Major), University of Arizona, 1968

BS Civil Engineering, University of Arizona, 1965

Licenses

Civil Engineer, Arizona, Nevada, Oregon

Land Surveyor, Arizona

Civil Engineer, Texas

Professional Engineer, Utah

Civil Engineer, California

Professional Affiliations

Arizona Water and Pollution Control Association

American Water Works Association

Water Environment Federation

American Society of Civil Engineers

American Academy of Environmental Engineers, Diplomate

Mr. Shirley, a retired partner with Carollo Engineers, joined the firm in 1971. He has more than 41 years of experience in the planning, design and construction services of numerous water and wastewater facilities in a wide range of sizes. He has served as partner-in-charge, project manager, construction manager, and resident engineer of various projects in the civil, industrial, sewage and water engineering fields on projects valued at over $250 million. Mr. Shirley has also supervised and directly participated in the review and development of technical reports and studies, project budgets, cost allocations and schedules, contract negotiation and long-range planning.

- Partner-in-charge for the third party construction management project for the Avondale Wastewater Treatment Plant Expansion, Avondale, Arizona. The project involved expanding the plant from 3.5 mgd to 6.4 mgd. Construction cost was $10,000,000. Carollo also provided preparation of O&M Manual, operations training services, and assisted in permitting. Carollo provided warranty period inspection, assisted in evaluation of control system relative to aeration blower system, and prepared a petition for redesignation of Lower Agua Fria River as part of NPDES permit updates.

- Partner-in-charge for the third party construction management project for City of Avondale Wastewater Treatment Plant Centrifuge Dewatering Equipment and Solids Handling Facilities System, Avondale, Arizona. Carollo provided construction administration and field inspection services in conjunction with design engineer. Furnished shop drawing and office engineering services.

- Design engineer for the City of Prescott, Arizona, Airport Wells Equipping project. The City's plan for this project is to locate, drill, and test the two new wells, and to design and construct equipment and site improvements for one of the wells. The well to be equipped and placed into service is an approximate 1150-gpm municipal well. Carollo is responsible for the design and construction phase services related to equipping one of the wells, connection to the water system, utilities, and site development, and managing the overall services under this contract.

- Partner-in-charge of design of a small water system for Maricopa County Parks and Recreation Dept. for Buckeye Hills Recreation Area, Arizona. A distribution pipeline and a 50,000 gal. steel storage tank were included in the project.

- Partner-in-charge of the tank inspection project for Maricopa County Parks and Recreation Dept., Arizona. Interiors of four steel water storage reservoirs, 21,000 to 100,000 gal., and 3 hydropneumatic tanks (3,000 - 5,000 gal.) were inspected. A report was developed recommending repairs.

- Partner-in-charge of the Water Resources Plan development for Arizona American Water Company, Arizona. Responsible for preparing a water system master plan for the 17 square miles indicated in the North Agua Fria Study Area. The area encompasses the Arizona American Water Company Certificated area bound by Greenway Road, Grand Avenue, and the Maricopa Water District's Beardsley Canal, and has an estimated buildout population of 65,000 people.

- Partner-in-charge of design of a relocation of 1,000 LF of 72-inch diameter City of Phoenix Val Vista Water Main at Regatta Pointe Development in Tempe, Arizona. Also performed construction monitoring and inspections to protect the existing pipeline during construction of the Regatta Pointe Condominiums adjacent to the pipeline easement. Construction cost was $2 million. Construction was completed in Spring 2003.

- Partner-in-charge for the Phoenix Pressure Zone 2A Feasibility Study, City of Phoenix, Arizona. This project involved investigating the feasibility of upgrading approximately 5 miles of existing 45-inch water transmission pipeline in Thomas Road versus a new pipeline to

accommodate higher pressures and surge conditions caused by the revision of Pressure Zone 2A. The project also included siting of a reservoir in Papago Park and a routing/alignment study for another leg of the transmission main from Thomas Road to the 24th Street WTP. Estimated value of new pumping stations, storage reservoir, and transmission pipelines was $30 million.

- Partner-in-charge of the groundwater study and well design project for the City of Glendale, Arizona. This project involved the location and design of two 1,500-gpm municipal wells. One well was completed and equipped. A nitrate monitoring system was installed to allow control of blending of water sources into the municipal system.

- Partner-in-charge of Glendale Zone 2/3 Groundwater Study project, City of Glendale, Arizona. Carollo developed a report entitled "Groundwater Production Capacity Study." The report evaluated potential development of potable water wells capable of producing approximately 6 mgd of supplemental supply to the City's water system. Recommendation for capital improvement program line items were developed for inclusion in City's overall water resources planning.

- Partner-in-charge for closure of the Wastewater Treatment Plant for the Outlets at Anthem, Arizona. Project included preparing a closure plan, designing a new sewer connection to the City of Phoenix, and demolition/removal of the 47,000 gal/day package WWTP.

- Partner-in-charge of Arrowhead Ranch Water Reclamation Facility Nitrification-Denitrification Enhancement Evaluation study, City of Glendale, Arizona. Carollo performed a treatment plant evaluation of the 4.5-mgd tertiary treatment facility and prepared recommendations to improve performance. Recycle pumping equipment in bioreactors was replaced and pilot tested to verify performance. Additionally, tracer testing was performed to verify if baffles at anoxic zones allowed short-circuiting or were functioning as intended. A series of secondary improvements to the WRF were also developed.

- Partner-in-charge of design and construction of three sewage lift stations for the Westcor Chauncey Ranch Development, City of Phoenix, Arizona. The lift stations conform to requirements of the City of Phoenix Water Services Department. Capacities of the lift stations are 260 gpm, 1.8 mgd, and 3.6 mgd. Lift stations include submersible pumps in wet wells, odor scrubbing, and standby electrical generators. Cost of construction of the three lift stations was approximately $3 million. Project involved extensive coordination with developer, City of Phoenix, and other design consultants.

- Partner-in-charge for the wastewater master plan, City of Glendale, Arizona. The master plan was developed in 1982 to improve the existing sewer system, remedy existing deficiencies, and provide an engineered system plan to the year 2005. This included a capital improvements program and associated financial plan. In 1987 the plan was updated using a computer model of the city's collection system developed by Carollo. The study presented a CIP through the year 2010.

- Partner-in-charge for the Pecos-McQueen transmission mains project, designed and constructed as two separate bid packages and included water pipeline design and construction services, City of Chandler, Arizona. The first portion involved approximately 2,700 linear feet of 16-inch diameter water main extending into the city's system from the water treatment plant. The second portion involved approximately 5,300 linear feet of 36-inch diameter water main. A subsequent design project for 6,200-linear feet of 42-inch water main on Pecos Road extended the water transmission system to the west.

- Partner-in-charge for the Cutter Field Well No. 4, City of Globe, Arizona. This municipal production 20-inch diameter well was completed to a total depth of 1,140 feet. Professional services included well design, design of two booster pumping stations, testing and construction services, and permitting.

- Partner-in-charge of project to monitor construction activities by developer of Regatta Pointe Condominiums in Tempe, Arizona, as impacting the existing Phoenix 72-inch diameter Val Vista Water Main routed in a 25-foot wide easement through the development.

Kerry A. Owen

Years with Carollo

12 Years

Total Years of Experience

34 Years

Education

BS Electrical Engineering, Kansas State University, 1974

Licenses

Professional Engineer, Texas

Electrical Engineer, Arizona

Professional Affiliations

Institute of Electrical and Electronics Engineers

Mr. Owen joined Carollo Engineers in 1996 and is a senior electrical engineer with more than 34 years experience. He has provided detailed power and control design, specification development, submittal review and construction management for water treatment and distribution systems, wastewater treatment facilities, and storm water pumping stations.

Mr. Owen has designed or supervised the design of in-plant power distribution at 600-volt, 5 kV and 15 kV levels; switchgear and motor control center sizing and layout; control schematics; power factor correction; energy conservation; and underground duct bank systems for numerous water and wastewater facilities. His experience also includes the design of control systems for motors up to 4,160 volts; including reduced-voltage and part-winding starting and AFD systems; check-out, trouble-shooting, and maintenance for synchronous and wound-rotor motors up to 1,500 horsepower; sizing and application of emergency and standby generators through 2,000 kW, UPS systems and power conditioners; application of distributed controls, programmable controllers, and SCADA systems.

- Electrical design engineer for the Lindsay Road 4-MG Reservoir and Pump Station for the Town of Gilbert, Arizona. This was a design-build project consisting of a 5400-gpm booster pump station with a 1-MG wet well and a 3-MG reservoir. The project also included a tablet feed calcium hypochlorite disinfection system, instrumentation and controls (SCADA system), standby emergency power system, and additional security measures.

- Electrical design engineer for the Greenway Water Treatment Plant, City of Peoria, Arizona. Provided final design for electrical power and control design documents for the 15-mgd plant, including on-site power distribution at 15 kV and 480 Volt levels, 2000 kW standby generator, ozone generation and application, 480-volt power and control, 120-volt controls, and PLC system controls. Reviewed equipment shop drawings and responded to field questions from the contractor during construction.

- Electrical engineer for the Water and Wastewater Asset and Capacity Management Program for City of Scottsdale Water Resources Department, Scottsdale, Arizona. Phase I of the asset management (AM) program includes assisting the City in their desire to enhance its business operations by expanding the scope of its current AM system, including the development of an overall roadmap for expanding into a comprehensive asset management system. Phase II of the AM program consists of asset inventory and condition assessment. The capacity management program includes updating the existing wastewater and water system models, including extensive sewer flow monitoring efforts, and developing evaluation tools to ensure the reliability of the wastewater and water systems during times of drought or other emergencies.

- Provided electrical portion of the preliminary design report for the expansion of the Gilbert Water Treatment Plant, Town of Gilbert, Arizona. Work included the evaluation of the existing plant electrical system for additional equipment at 5, 10, and 15-mgd expansions levels, cost evaluations for standby and emergency power generation schemes for plant operation at those levels, and proposed electrical system additions and modifications.

- Electrical design engineer for the Airport Water Reclamation Facility, City of Chandler, Arizona. Provided final design for electrical power and control design documents for the 5-mgd plant expansion. Work included additions and modifications to the 15 kV, 5 kV, and 480-volt plant electrical system, addition of two 2000 kW standby generators and paralleling switchgear, 480-volt power and control, 120-volt controls, and PLC system controls.

- Resident electrical engineer for the Water Treatment Plant Expansion, Town

of Gilbert, Arizona. Provided resident functions for final checkout and startup of the 15-mgd plant. Work included review of final equipment submittals and O&M manuals, as well as field coordination with client and contractor for resolution of conflicts.

- Technical review engineer for the Scottsdale Water Campus, City of Scottsdale, Arizona. Provided electrical review of drawings and specifications for the 60, 90, and 100 percent submittals.

- Technical review engineer for the South Tempe Water Treatment Plant reservoir rehabilitation and modifications design, City of Tempe, Arizona. Provided in-house review for electrical power and control design documents for modifications and additions to existing plant. Provided review of shop drawing submittals and coordination of field conflicts with electrical contractor.

- Technical review engineer for the Arizona State Prison Lewis Complex, Buckeye, Arizona. Provided in-house review for electrical power and control design documents for water and wastewater treatment plants.

- Technical review engineer for the Grand Teton reservoir and lateral for the Southern Nevada Water Authority. Provided in-house review for electrical power and control design documents for new reservoir and pump station.

- Electrical design engineer for the Peoria, Country Club well site revisions. Provided final design for electrical power and control design documents for new pump station. Reviewed shop-drawing submittals and coordinated field conflicts with electrical contractor.

- Technical review engineer for the Val Vista Water Treatment Plant solids handling facility design, City of Phoenix, Arizona. Provided in-house review for electrical power and control design documents for modifications and additions to the plant.

- Electrical design engineer for the Town of Gilbert, Arizona, flexible liner reservoir. Designed electrical power and control systems for the addition of two new pumps to existing finished water pump station, and the addition of a new 8 MG on-site covered reservoir.

- Technical review engineer for the Peoria, Arizona, well reservoir and pump station. Provided in-house review for electrical power and control design documents for new reservoir and pump station.

- Electrical engineer for the Gainey Ranch Wastewater Treatment Plant condition assessment, City of Scottsdale, Arizona. Responsible for assessing the condition of all electrical equipment.

- Electrical design engineer for the Northwest Water Reclamation Plant Lift Station, City of Mesa, Arizona. Provided final design for electrical power and control design documents for the lift station facility and equipment, which included a maintenance building, submersible wastewater pumps, discharge flow meter, chemical storage tanks and pumps, odor control system, water softener, and 450 kW generator. Work included coordination with Salt River Power for half-mile extension of high-voltage power to the site, drawing and specification development, submittal review, field checkout and resolution of final punch-list items.

- Technical review engineer for the 91st Avenue Wastewater Treatment Plant digester project, City of Phoenix, Arizona. Reviewed electrical power and control design documents for modifications and additions to existing digesters.

- Electrical design engineer for the Greenfield Water Reclamation Plant lift station and pipeline design, City of Mesa and Town of Gilbert, Arizona. Designed electrical power and control systems for first phase of the new wastewater treatment facility, including influent pump station, primary clarifiers, effluent pump station, odor control facilities, and emergency power generation.

- Technical review engineer for the Saddlebrooke Wastewater Treatment Plant expansion. Provided in-house review for electrical power and control design documents for expansion of existing wastewater treatment plant.

Charles Pagaduan

Years with Carollo

8 Years

Total Years of Experience

19 Years

Education

BS Electrical Engineering, California Polytechnic State University, San Luis Obispo, 1988

Licenses

Electrical Engineer, Texas, California, Arizona

Professional Affiliations

Arizona Power Quality Association

Mr. Pagaduan joined Carollo Engineers in 2000 and has more than 19 years of experience in electrical engineering. Technical experience includes: analysis of electrical distribution systems including computer simulation of various faults, voltage drop analysis, and Dapper/Captor and EDSA experience; analysis of protective devices including relay coordination curves and adjustable breaker coordination; control systems for emergency power systems and coordination of relays.

- Electrical design engineer for the Central Arizona Project's (CAP) Tonopah Desert Recharge Project (TDRP) located about 60 miles west of the Phoenix metropolitan area adjacent to the CAP Hayden-Rhodes Aqueduct. This project is situated on 541 acres of desert property abutting the CAP right-of-way. The project included design of 19 large recharge basins having a total effective recharge area of 207 acres, access roads, perimeter fencing, a canal turnout structure, meter vault structure, a gravity transmission and distribution pipeline system, (84-inch to 18-inches in diameter), flow control valve vaults, electrical power from the CAP's existing 7200 volt single phase system, a fiber optic network for the monitoring and control system, and a Control Building with standby generator housing the main PLC for remote monitoring and control by CAP staff.

- Electrical and instrumentation engineer Maricopa County Parks and Recreation Buckeye Hills Recreation Area Water System.

- Electrical and instrumentation engineer for the Town of Gilbert, Arizona Lindsay Road 4-MG Reservoir and Pump Station Design-Build project. Responsibilities included design of the electrical system including standby power and design of the instrumentation and control systems.

- Electrical engineer for Alfred Merritt Smith Water Treatment Plant Process Improvements, Las Vegas, Nevada. Services included design of special systems for the chemical systems expansion, including security, CCTV, and fire alarm systems.

- Electrical engineer for the Johnny G. Martinez Water Treatment Plant Water Quality Improvements, City of Tempe, Arizona. Responsibilities included evaluation of existing electrical system. Evaluation includes new UV disinfection and sodium hypochlorite systems and back-up generator facility.

- Electrical engineer for the Water Campus Influent Pump Station, City of Scottsdale, Arizona.

- Electrical engineer for the City of Tempe, Arizona South Tempe Water Treatment Plant Optimization from 40- to 50 mgd. Responsibilities included evaluation of existing electrical facilities and design of electrical system to support new UV and sodium hypochlorite systems. Design also included modification of the existing plant electrical distribution system and back-up generator system.

- Electrical and instrumentation engineer for the Clark County Water Reclamation District, Nevada Laughlin Lift Station Rehabilitation Phase 1.

- Electrical engineer for the ultraviolet (UV) disinfection system project for the Fountain Hills Sanitary District, Arizona. The project goal is to replace chlorine with UV disinfection of membrane-filtered effluent prior to injection into Aquifer Storage and Recovery (ASR) wells. Responsibilities include pilot testing, design, and permitting of a UV disinfection system rated for 2.9 mgd, with an ultimate capacity of 3.6 mgd. Testing was conducted to determine the particle size distribution, fouling potential, and UV transmittance of the effluent. Project elements included an in-channel UV disinfection system, electrical building, two additional pumps, a sodium hypochlorite system for ASR well maintenance, and the necessary piping modifications.

- Electrical for the City of Phoenix, Arizona 23rd Avenue Wastewater Treatment Plant THM Mitigation and Chlorine Facility project that involved a new disinfection system for use in conjunction with the chlnorination system. This new system allows for chloramination of the wastewater to control THM formation, along with an ammonium sulfate feed system design, which allows for the reuse of abandoned chemical feed facilities. This system was chosen for use in this facility because it is significantly safer to operate and maintain than an aqua ammonia or anhydrous ammonia feed facility.

- Electrical engineer for the Chiquita Water Reclamation Plant, Phase 3 Expansion, Santa Margarita Water District, San Juan Capistrano, California. Responsibilities included design for expansion of the existing medium voltage electrical distribution system and substations in support of the new facilities including influent pump station, grit chamber, primary and secondary clarifiers, aeration basins, filters, digester, and pump station. Project also included addition of back-up generator systems.

- Electrical engineer for the Sahuarita Wastewater Treatment Plant expansion project, Town of Sahuarita, Arizona. Responsibilities included evaluation of the existing electrical distribution system and design of modifications in support of the expansion. The project included modifications to the existing influent pump station and additions of a new clarifier, filter, and UV disinfection system.

- Electrical engineer for the 91st Avenue Wastewater Treatment Plant 3-Phase Digestion project, City of Phoenix, Arizona. Responsibilities included design of instrumentation and control systems including modifications and interface to the existing plant control system.

- Electrical engineer for Lowry-Sorensen-Wilcoxson Engineers and Kaiser Engineers. Responsibilities included project management and lead electrical design responsibilities for various commercial and industrial projects including communications, educational, military, and institutional facilities. Also responsible for design of primary and secondary power distribution systems, load flow, fault current and coordination analysis, power conditioning and surge protection, generator and transfer switch, fire alarm, communications, intercom, and security.

- Electrical engineer for the Motorola Mesa Facility. Projects included the VOC acid scrubber and the HPM acid scrubber.

- Electrical engineer for the 23rd Avenue Wastewater Treatment Plant standby power improvements.

- Electrical engineer for Kaiser Engineers for the Magma Copper Mine Processing Plant. Responsibilities included provision of underground utilities to processing plant including 13.8 kv and 480 v power, communications and data highway duct banks.

- Electrical engineer for the Luke Air Force Base upgrade of existing site electrical distribution at Munitions Area including new standby system. Also provided new lighting and site communications system.

- Electrical engineer for Kaiser Engineers for the Lawrence Livermore National Laboratory, electrical distribution system analysis. Responsibilities included distribution analysis of the 13.8 kv distribution system which included fault analysis (three phase, single line to ground and line to line faults), voltage drop analysis and load study. The package also included AutoCAD drawings of the entire 13.8 kv system.

- Electrical engineer for AT&T Corporation which included various projects within the Phoenix metropolitan areas. These projects included: telephone switch additions; electrical infrastructure upgrades; building control systems upgrades; standby power system and generator additions; security system additions; fire alarm system upgrades; and interior renovations.

- Electrical engineer for the AT&T Corporation quality improvement program. Responsibilities included the analysis of AT&T Phoenix Main facility distribution system, including fault analysis and coordination studies utilizing the Dapper and Captor programs.

Louis R. Scatena

Years with Carollo

5 Years

Total Years of Experience

40 Years

Education

BSCE Structural Engineering, University of Detroit, 1967

AA Pre-Engineering, University of Scranton, 1964

Licenses

Structural Engineer, Arizona

Civil Engineer, California

Professional Engineer, Pennsylvania

Certification

Project Management Professional, Project Management Institute, 2001

Mr. Scatena joined Carollo in 2003 and brings with him 40 years of structural engineering design and utility-related experience. Skills and knowledge gained in previous positions include civil and structural design for commercial projects, electric utility systems, and field construction engineering.

- Structural engineer for the City of Surprise, Arizona 4 mgd Special Planning Area 2 (SPA 2) Water Reclamation Facility. Structural analyses and construction drawings were provided for influent pump station, headworks, oxidation ditches, secondary clarifiers, methane digesters, acid digesters, boiler building, ultra-violet treatment facility, tertiary filters, and recharge water pump station. All facilities required roof covers for odor control. The design contract required close coordination with the pre-selected contractor to ensure timely delivery of documents and adherence to budget.

- Structural engineer for the City of Yuma, Arizona Agua Viva Water Treatment Plant Improvements project. Design analyses and construction drawings were provided for a 25,000 square foot administration building utilizing precast concrete and masonry bearing walls, a membrane facility built with rigid steel frames spanning 90 feet, and a large maintenance building. To restrain costs within the City's budget, the 65 foot x 118 foot booster pump station was designed with only north, east, and west walls, and a bowstring roof structure that utilized a cloth fabric covering.

- Structural engineer for City of Yuma, Arizona Figueroa Avenue Seismic Evaluation of Existing Facilities. The project involved the seismic evaluation of numerous basins, tanks, and buildings in accordance with ASCE standards. Retrofit details were designed to strengthen roof diaphragms for earthquakes of the magnitude anticipated. Foundation details were also provided to strengthen basin walls to resist the hydrodynamic effects of such events.

- Structural engineer for the Town of Gilbert Turner Ranch 3-MG Reservoir, Booster Pump Station, Well and Arsenic Mitigation Design-Build . This 120 ft. wide by 220 ft. long structure consists of a reservoir and pump station separated by a common concrete wall. A bottom foundation mat in the shape of a 'hopper bottom' supports a galvanized structural steel framework and aluminum roof deck. Even though the facility is within a zone of relatively low seismic risk, the lengthy channels were designed for the significant hydrodynamic stresses that can occur. The concrete roof over the pump station is reinforced to support four large turbine pumps.

- Structural engineer for Administration Building at the jointly-owned City of Mesa/Town of Gilbert Greenfield Water Reclamation Plant, Mesa, Arizona. The masonry structure is 80 ft. wide by 220 ft. long and bears on standard column and bearing wall footings. The steel roof design makes extensive use of curved, architecturally exposed roof, canopy, and sun shade features.

- Structural engineer for the Central Arizona Project (CAP) Tonopah Desert Recharge project. The project involved earthwork for a large number of groundwater recharge basins, and also included a reinforced concrete canal turnout structure, screening system, concrete vaults for meters and valves, and precast concrete control buildings.

- Structural engineer for the headworks facility at the Ellis Creek Water Recycling Facility, City of Petaluma, California. The two-story concrete structure is 80 ft. wide by 170 ft. long and is supported on concrete foundation mats placed over very weak coastal soils. A series of elevated channels and settling basins also had to be designed for the large hydrodynamic effects that are common to a zone of high seismic risk.

- Structural engineer for the Las Vegas Valley Water District 2538 Zone Bermuda Pump Station, Las Vegas, Nevada. The 70 ft. by 175 ft. wide structure houses six large pumps on a concrete foundation mat. It also supports administrative offices and maintenance shops on a concrete frame at the upper level. The exposed metal roof deck is supported by a combination of masonry shear walls and precast concrete columns. All masonry walls and metal deck diaphragms are designed to comply with code requirements for a seismic zone of moderate risk.

- Structural engineer for the Pumping Station P-8A and Transmission Main - Phase 1 project, City of Henderson, Nevada. The pump station included reinforced masonry bearing walls, elevated concrete floor slabs, and wood roof framing. Seven large buried valve vaults were included in the design for the 30-inch diameter water transmission line, with contract options for either cast-in-place or precast concrete construction.

- Structural design quality control engineer for the Orange County Plant No. 2 Headworks Replacement project. A quality review was completed over a three-month period for 350 structural drawings for nine major structures. In addition to design drawings, structural design calculations and specifications were reviewed for accuracy, completeness, and compliance with seismic design requirements (Zone 4) of the California Building Code.

- Structural engineer for the Salt River Project (SRP) 500 KV Transmission Line, Tempe and Mesa, Arizona. This hi-voltage line was supported on approximately 200 steel poles, each 115 ft. tall. Loading diagrams and fabrication specifications were prepared. Concrete caissons varied from 30" to 60" in diameter. Elastic analyses were manually calculated to design each caisson cage of #18 high-strength rebar. The "Prakash Method" was used to design the caissons for lateral bearing, shear, and bending moments.

- Structural engineer for the Silverking Receiving Station, Superior, Arizona. This electric substation covers approximately 2 square miles. The site includes approximately 200 steel structures supporting electrical equipment. 350,000 cubic yards of rock were cut and filled. Rock anchors tie footings to bedrock in the area of cut. Augered piers support footings in the area of fill. The U.S. Forest Service challenged the project with many environmental issues. Project was awarded the Arizona Society of Professional Engineers Engineering Excellence Award (1981).

- Structural engineer for the Silverking Pioneer Access Road, Superior, Arizona. This project involved the analysis of a 250 ft. concrete bridge span on an abandoned highway to verify it would support a number of 200-ton transformers that had to be hauled by truck from Superior to Silverking.

- Structural engineer for the Salt River Project (SRP) Spillway Reconstruction, Central Arizona. This project involved the repairs and concrete restoration for spillways at three SRP dams after they were damaged by prolonged flood releases. Concrete slabs were anchor bolted to bedrock. Cyclopean masonry was used in areas where the new concrete was extremely massive. Reactivity of the local aggregates and temperature of the curing concrete were significant considerations.

- Structural engineer for Thunderbird International School of Management Classroom Building, Glendale, Arizona. This is a two-story reinforced masonry bearing wall structure with open web steel joists. The concrete floor topping is supported by 3/4 in. steel deck. Bearing walls are supported by continuous wall footings. Seismic analyses controlled the design.

- Structural engineer for the Intel Chemical Storage Building, Chandler, Arizona. The existing building required that new live loads would be suspended from the steel structure that supports the roof. Existing roof beams were reinforced with structural T's, channels, or other steel sections to support the additional new loads. Some existing concrete footings needed to be exposed and enlarged by doweling to new concrete.

- Structural engineer for the Salt River Project (SRP) Mill Building, Tempe, Arizona. This project consists of an 8,000 sq. ft. single-level, rigid frame steel building. The steel frames also supported track for a 40-ton runway crane. Foundations were built of spread footings. Seismic analyses controlled the lateral design.

Joel D. Smason

Years with Carollo

12 Years

Total Years of Experience

32 Years

Education

MS Structural Engineering, University of Illinois, Urbana-Champaign, 1976

BS Structural Engineering, University of Illinois, Urbana-Champaign, 1975

Licenses

Structural Engineer, Arizona, Illinois

Civil Engineer, Nevada

Professional Engineer, North Carolina, South Carolina, Florida, Texas, Illinois

Professional Affiliations

American Society of Civil Engineers

Arizona Water and Pollution Control Association

Structural Engineering Association of Illinois

Mr. Smason, an associate with Carollo, has more than 32 years of experience as a structural design engineer for water and wastewater treatment plants and nuclear power plant design. As a senior structural design engineer, Mr. Smason's responsibilities include preparation of preliminary structural designs, client assistance, supervision of personnel, preparation of budgets and estimates, and the development of detailed drawings and specifications. He also has experience with alternative project delivery methods including design-build.

- Structural engineer for the City of Chandler, Arizona Price Road Facility Well Site Improvements. The work includes wellhead foundation and discharge head, piping, valves and appurtenances, piping to waste, sound enclosure, SCADA equipment, radio, antennae and mast, disinfection equipment, and site improvements.

- Structural engineer for the design of the Town of Gilbert, Arizona Turner Ranch 3-MG Reservoir, Booster Pump Station, Well and Arsenic Mitigation Design-Build. Carollo worked in association with Hunter Contracting Company under a design build contract. The project consists of a 5300-gpm booster pump station with a 0.6 MG wet well and a 2.4 MG-reservoir, and an on-site potable water well with a capacity of approximately 1500 gpm. The reservoir is an in-ground structure with a reinforced concrete hopper bottom and a continuous seam aluminum roofing system. The project also includes a tablet feed calcium hypochlorite disinfection system, instrumentation and controls that interface with the Town's SCADA system, a standby emergency power system, and additional security measures. The project is the primary source of water for the recently created Zone 4 of the Town's water system.

- Structural design engineer for the design of the Town of Gilbert, Arizona Lindsay Road 4-MG Reservoir and Pump Station Design Build. Carollo worked in association with Hunter Contracting Company under a design build contract. This project consists of a 5,400-gpm booster pump station with a 1-MG wet well and a 3-MG reservoir. The reservoir is configured as an in-ground structure with a reinforced concrete hopper bottom and a continuous seam aluminum roofing system. The project also included a tablet feed calcium hypochlorite disinfection system, instrumentation and controls (SCADA system), standby emergency power system, and additional security measures. This is a fast-track project with a total delivery time (design through construction) of only eight months. The design was broken into four phases to expedite review and approval process with the Town of Gilbert's Building Department and Maricopa County Environmental Services Department. This facility was Gilbert's first design-build for a public works infrastructure project.

- Structural engineer and project engineer for the City of Mesa, Arizona Sewer Diversion Structure Rehabilitation. Project included repairing and rehabilitating the Southeast Water Reclamation Plant diversion structure, the Hayden Road siphon structure, and the College and Baseline Roads siphon structure.

- Structural engineer for the City of Phoenix and City of Mesa, Arizona design and construction administration and inspection of six sequential miscellaneous improvements projects at the Val Vista Water Treatment Plant. The six project phases included: Phase I - Remote Fluoride Feed Facilities Upgrade; Phase II - Reservoirs 1 and 2 Rehabilitation; Phase III Acid and Caustic Soda System Modifications; Phase IV - RCEP Improvements to the Primary Chemical Feed Systems plus the Reservoir Optimization Design via Change Order; Phase V - RCEP Improvements to the Secondary Chemical Feed Systems; and Phase VI - Interval Improvements including replacement of the flocculator units in Basins 1 through 8.

- Structural engineer for the City of Phoenix, Arizona Val Vista Water

Treatment Plant Granular Activated Carbon (GAC) Implementation Design. Carollo, in association with a subconsultant, is providing conceptual, preliminary, and final design services under a Construction Manager at Risk (CMAR) contract. Project elements involves the conversion of 22 existing 10 mgd at the Val Vista facility to GAC filter absorbers to improve / remove Taste and Odor Control (TOC).

- Structural engineer for the City of Tempe, Arizona Johnny G. Martinez Water Treatment Plant Water Quality Improvements. This project includes predesign, preliminary design, detailed design, and engineering services during construction for providing improvements to the existing water treatment plant. A 50 mgd ultraviolet disinfection system and granular activated carbon will be used to meet future regulation and improve taste and odor in the water. Other existing processes that are being modified and/or added are presedimentation, rapid and flash mixing, flocculation, final sedimentation, filtration, disinfection, wash water recovery clarification, solids removal, and mechanical dewatering.

- Structural design engineer for the City of Tempe, Arizona South Water Treatment Plant's Ultraviolet Disinfection Technology Project. Project included a 50 mgd ultraviolet disinfection system in a stand-alone structure.

- Lead structural engineer for the City of Phoenix, Arizona Union Hills Water Treatment 160-mgd Improvements Project, phase 2. Responsible for structural engineering of the filter rebuild and new filters.

- Structural engineer for the ultraviolet disinfection system project for the Fountain Hills Sanitary District, Arizona. This project involves replacement of the chlorine with UV disinfection of membrane-filtered effluent prior to injection into Aquifer Storage and Recovery (ASR) wells. Project elements include pilot testing, design, and permitting of a UV disinfection system rated for 2.9 mgd, with an ultimate capacity of 3.6 mgd. Testing was conducted to determine the particle size distribution, fouling potential, and UV transmittance of the effluent. Other project features included an in-channel UV disinfection system, electrical building, two additional pumps, a sodium hypochlorite system for ASR well maintenance, and the necessary piping modifications.

- Structural engineer for the Fountain Hills Sanitary District, Arizona South Area Reclaimed Water Distribution System Improvements. Responsibilities include the design and permitting of a 2.0-MG concrete reservoir and pump station, removal of two effluent storage lakes and one dam, site grading and yard piping, and hydraulic modeling of the reclaimed water pumping and distribution system.

- Structural design engineer for the Central Arizona Project's (CAP) Tonopah Desert Recharge Project (TDRP) located about 60 miles west of the Phoenix metropolitan area adjacent to the CAP Hayden-Rhodes Aqueduct. This project is situated on 541 acres of desert property abutting the CAP right-of-way. The project included design of 19 large recharge basins having a total effective recharge area of 207 acres, access roads, perimeter fencing, a canal turnout structure, meter vault structure, a gravity transmission and distribution pipeline system, (84-inch to 18-inches in diameter), flow control valve vaults, electrical power from the Central Arizona Project's (CAP) existing 7200 volt single phase system, a fiber optic network for the monitoring and control system, and a Control Building with standby generator housing the main PLC for remote monitoring and control by CAP staff.

- Structural engineer for the Water and Wastewater Asset and Capacity Management Program for City of Scottsdale Water Resources Department, Scottsdale, Arizona. Phase I of the asset management (AM) program includes assisting the City in their desire to enhance its business operations by expanding the scope of its current AM system, including the development of an overall roadmap for expanding into a comprehensive asset management system. Phase II of the AM program consists of asset inventory and condition assessment. The capacity management program includes updating the existing wastewater and water system models, including extensive sewer flow monitoring efforts, and developing evaluation tools to ensure the reliability of the wastewater and water systems during times of drought or other emergencies.

S. Kirk Gardiner

Years with Carollo

9 Years

Total Years of Experience

24 Years

Education

BS Mechanical Engineering, Northern Arizona University, 1983

Licenses

Mechanical Engineer, Arizona

Professional Affiliations

American Society of Mechanical Engineers

Mr. Gardiner has more than 24 years of experience in mechanical design engineering, plant operations and maintenance work, specification development, equipment acquisition, and contract administration.

- Project manager for the Paradise Valley Booster Pump Station 4J-B2 design project, City of Phoenix, Arizona. Responsible for multi-discipline engineering and coordination for the design of a replacement booster pump station. Booster pump station included booster pumps, hydro tanks and disinfection feed system.

- Project manager for the 24th Street WTP Rehabilitation project, City of Phoenix, Arizona. The project involved a feasibility study, preliminary design, final design, construction administration, and inspection services to review potential rehabilitation work items that included the retrofit of new raw water pumps, discharge check valves and variable speed drives into the existing pump bay and main switchgear building. Other rehabilitation work included a new mixing system for the thickened sludge storage tank, flocculator drive system component replacements and the construction of a new copper sulfate feed facility. Coordinated services of the CMAR during design and performed resident engineering duties during construction.

- Mechanical engineer for the Remote Facilities RCEP project, City of Phoenix, Arizona. Responsible for inspection of 30 booster pump and PRV stations and developing reports with RCEP recommendations. RCEP recommendations included chemical system modifications, safety signage, and applicable code compliance.

- Mechanical engineer for the Agua Viva Water Treatment Facility Intermediate Phase Improvements project for the City of Yuma, Arizona. Responsible for mechanical engineering of a chemical storage facility including feed pump and chemical generation systems.

- Project engineer for the Val Vista Water Treatment Plant Security Improvements project for the Cities of Phoenix and Mesa, Arizona. Responsible for multi-discipline engineering and security consultant coordination for the design of site security improvements involving perimeter fencing, screening walls, gates, video surveillance, access control and monitoring systems installation design package.

- Project manager for the Val Vista Water Treatment Plant Internal Upgrades project, Cities of Phoenix and Mesa, Arizona. Responsible for multi-discipline coordination and mechanical engineering of flocculation system equipment modification, new entrance guardhouse, HVAC systems addition, and site security improvements installation design packages. Performed resident engineer duties during construction.

- Mechanical engineer for the City of Phoenix Hayden Road Crossover Pump Station Construction Management project, Phoenix, Arizona. The pump station consists of three 400-hp horizontal pumps with room for a future fourth pump, an electrical equipment building, SRP electrical service equipment, masonry block perimeter wall and gates. The small site was designed to include all of the required equipment for the pump station, while providing maintenance access.

- Project engineer for the City of Phoenix, Arizona, Val Vista Water Transmission Main Booster Pump Station project. Responsible for multi-discipline coordination and mechanical engineering of a new 40-mgd booster pump station installation design package. Performed resident engineer duties during construction.

- Project engineer for the Val Vista Water Treatment Plant Minor Modifications project, Cities of Phoenix and Mesa, Arizona. Responsible for multi-discipline coordination and mechanical engineering of three chemical system equipment modification and one new

chemical system installation design packages.

- Project engineer for the Val Vista Water Treatment Plant Reservoir Operations Optimization project, Cities of Phoenix and Mesa, Arizona. Responsible for multi-discipline coordination and mechanical engineering of a reservoir overflow structure and pump back systems installation design package.

- Project engineer for the City of Phoenix, Arizona, Union Hills Water Treatment Plant Minor Modifications project. Responsible for multi-discipline coordination and mechanical engineering of four chemical system equipment modification and new equipment installation design packages.

- Project engineer for the Val Vista Water Treatment Plant Minor Modifications project, Cities of Phoenix and Mesa, Arizona. Responsible for mechanical engineering of over 40 small to large system and equipment modifications and new system installation design packages.

- Project engineer for the City of Scottsdale, Arizona, Water Campus 24-mgd Sewage Influent Pump Station project. Responsible for multi-discipline coordination and mechanical engineering of grinding station, submersible pump systems and pump wet well odor control system.

- Mechanical engineer for the Northwest 15-mgd Sewage Lift Station, Salt River Pima-Maricopa Indian Community, City of Mesa, Arizona. Responsible for mechanical engineering of chemical storage, metering pump systems, and pump wet well odor control system.

- Mechanical engineer for the Westcor/City of Phoenix, Arizona, Chauncey Ranch Sewage Lift Station project. Responsible for mechanical engineering of pump wet well odor control systems for three sewage lift stations.

- Lead mechanical engineer for the CalEnergy Brine Treatment project, Calipatria, California. Responsible for supervision of the mechanical design group, development of general arrangements, P&IDs, equipment lists, mechanical design criteria and optimization studies. This project included development of equipment specifications for pumps, slide gates, valves, tanks and piping.

- Lead mechanical engineer for the Chino Phase II Expansion project, Silver City, New Mexico. The project included the design of five new pumping stations ranging in size from 18 to 24 mgd. Responsible for mechanical and process design, including supervision of mechanical design group, hydraulic analysis, piping design, and development of equipment specifications for pumps, slide gates, valves, tanks and piping.

- Senior mechanical engineer for the Southwest Expansion project, Morenci, Arizona. Responsible for technical support including hydraulic analysis and development of equipment and system specifications for pumps, tanks, boiler package, and a filter press system.

- Senior mechanical engineer for the Hidalgo Hood Cooling Water project, Playas, New Mexico. Responsible for technical support including development of equipment specifications for cooling towers, pumps, hoists, heat exchangers and a chemical water treatment system.

- Lead process/mechanical engineer for the Navajo Scrubber project, Salt River Project, City of Phoenix, Arizona. Responsible for managing and providing technical support on emissions control equipment in a lawsuit concerning visibility protection at the Grand Canyon National Park. Performed development, review, award and contract administration of equipment procurement specifications for pumps, agitators, dampers, air compressors, valves, and mechanical system and erection specifications. Provided design review of solids dewatering system, dust collection equipment, P&IDs and general arrangement drawings. Performed shop inspections, test witnessing, and reporting on equipment orders.

- Senior engineer for the Salt River Project, Phoenix, Arizona. Responsible for support of plant improvements and capital work involving all the engineering aspects of justification, design and installation. Projects include pump and piping design, control valve sizing and selection, fan and ducting sizing and selection, pressure vessel alteration - ASME Section VIII, chemical system alterations, major equipment contract and consultant services specifications, instrumentation selection.

J. Humberto Acuna

Years with Carollo

2 Years

Total Years of Experience

22 Years

Education

BS Civil Engineering, University of Arizona, Tucson, 1981

MBA Management, Tecnologico de Monterrey, Mexico, 1989

Licenses

Civil Engineer, Arizona

Professional Engineer, Mexico

Certification

Certified, Construction Field Testing, Arizona Testing Institute

Professional Affiliations

American Society of Civil Engineers

University of Arizona Alumni Association, National Board Member, Scholarships Chairman

Mr. Acuña, a registered professional engineer, joined Carollo Engineers in January 2006, and offers more than 22 years of experience in construction management for both public infrastructure and private industry including water, wastewater, and environmental plant engineering. His project experience includes:

- Constructability review and submittal coordination for the Johnny G. Martinez Water Treatment Plant Water Quality Improvements, City of Tempe, Arizona. Construction work involves hydraulic improvements in the filtration and solids handling areas, modifications to the chemical feed, electrical and instrumentation systems along with the addition of a new Granular Activated Carbon Contactor Facility.

- Construction manager/resident engineer for the City of Phoenix, Arizona Basin N Sanitary Sewer Replacement and Relief Program (three separate contracts). The City determined that approximately 12,000 linear feet of sanitary sewer, ranging in size from 8-inch diameter to 30-inch diameter, located in its wastewater drainage basin N, was lacking sufficient capacity. Lack of capacity directed implications on pending and future development within the basin. Carollo provided a study and design, and is currently providing construction services to correct the problems.

- Construction administration, inspection, and start-up coordination for the construction phase services with Hunter Contracting Company under a design-build delivery method for the Turner Ranch 3 MG Reservoir, Booster Pump Station, Well, and Arsenic Mitigation Design Build in the Town of Gilbert, Arizona. Significant project elements included a 2.4-MG reinforced concrete reservoir, 0.6-MG wet well, vertical turbine pump station, tablet feed calcium hypochlorite disinfection system, instrumentation and controls (SCADA system), standby emergency power system, new potable water well with deep well vertical turbine pump, and additional security measures. The reservoir and wet well are designed to fill from the new well as well as from the Town's Zone 1 water system, and the pump station delivers water into the Town's newly created Zone 4 system to meet demands and maintain water pressure in the Zone. The 3 MG total storage volume includes the capacity of the reservoir itself and the storage volume of the wet well of the pump station.

- Project engineer for the Gilbert Water Treatment Plant Expansion to 45 mgd Design Build, Town of Gilbert, Arizona. This second 30-mgd expansion involved planning, permitting, preliminary and final design, and construction services, with future planning to a capacity of 60 mgd. Also included is the preliminary evaluation of a new 36-inch gravity diameter pipeline, approximately 3 miles in length, to convey raw water from the RWCD Canal to the plant.

- Project manager/resident engineer for the Olive Avenue Storm Drain Construction, City of Glendale, Arizona. The project consisted of construction of a 60-inch diameter RGRCP storm sewer including lateral pipe and catch basins. Mr. Acuña was the owner's representative on the project. He presided over the weekly construction progress meetings and kept track of all submittals, RFIs, change orders and QC/QA documents and personnel on the project.

- Resident engineer for the construction of the $3.6-million McMicken Dam Fissure Hazard Zone project, Maricopa County, Arizona. Coordinated communications between the contractor, the Flood Control District of Maricopa County and the Arizona Department of Water Resources. Supervised the contractor and the quality assurance personnel and processed contractor's payment requests. This unique remediation project demanded strict quality control from the Arizona Department of Water Resources. New dam tie-in to old dam features included a soil-cement core, upstream apron, geotextile fabric, coaxial sensor cable installation for fissure and

differential settlement monitoring and underground camera monitoring. The entire site was constructed with particular aesthetics and landscaping.

- Lead inspector for the construction of the $39-million Loop 303 Estrella Roadway Phase 2B, Maricopa County, Arizona. This 4.5-mile long, 4-lane divided roadway project included a 10-span AASHTO type VI girder bridge. The project also included several box and pipe culvert drainage structures. In addition to earthwork and paving activities, Mr. Acuña oversaw force account work on 115th Ave. and a reinforced concrete-lined channel.

- Constructability review for the $32-million Sewer Improvement District 3 project, Bullhead City, Arizona. Mr. Acuña developed the preliminary Engineer's Estimate for the 4000 plus-lot project, which included approximately 70 miles of new sanitary sewer lines, manholes, pump stations, septic tank abandonment and residential connections. His team received an award for the just-completed Sewer Improvement District 2 Project from the Arizona Public Works Association. Mr. Acuña provided revision of construction drawings and specifications and participated in public meetings at City Hall to inform residents of the scope and details of the project.

- Civil inspector responsible for off-site new-permit construction work, City of Phoenix Development Services Department, Phoenix, Arizona. Duties included inspections for sewer line placement, waterline placement and pressure test inspections, drainage structure inspections, subgrade and pavement inspections as well as Americans with Disabilities Act (ADA) and final site inspections. Mr. Acuña also served as inspector for the Rio Salado Project inspecting the placement and testing of 16-inch diameter reclaimed water pipe, 12-inch potable water pipe, sanitary sewer pipe and manholes in coordination with the Army Corp of Engineers.

- Constructability review for Ellsworth Road Widening and Drainage Channel Construction, Germann Rd.-Powerline Floodway Project, Maricopa County Department of Transportation jointly with Flood Control District Maricopa County and City of Mesa, Arizona. Mr. Acuña provided assistance to the design team with calculations, plan review, drawing revisions, engineer's estimate verifications, specification development, special provisions development and constructability review. The project involves 3.5 miles of channel construction, several utility relocations, construction of box culverts, drainage pipe installation and approximately 3.8 miles of Ellsworth Rd. 4-lane construction and widening.

- Environmental engineer and resident engineer for the construction of the Ford Motor Company Hermosillo Stamping and Assembly Plant, Hermosillo, Mexico. Mr. Acuña was assistant resident engineer for construction of the plant. He was responsible for various contractors including quality control, scheduling and progress. Earthwork, concrete placement, steel erection, piping and architectural contractors were involved. Mr. Acuña provided written communications to contractors regarding contract terms and scheduling, completed contractors' payment requests, approved design changes in the field and participated in daily scheduled meetings.

- Resident engineer for the construction of the Ford Hermosillo industrial wastewater treatment plant. The plant treats 600,000 gallons per day of wastewater and precipitates primarily heavy metals through a batch process. He oversaw the construction of large steel and concrete tanks and the installation of piping, pumps, chemical feed equipment, automatic chlorinators, gravity filters, clarifiers, and sludge handling equipment. On-site laboratory construction and plant start-up were included. During the construction of the Ford plant, Mr. Acuña supervised and provided detailed progress reports for the construction of a 320-kilometer-long natural gas 16-inch pipeline built by Pemex, the national gas company. Construction activities lasted approximately two and a half years for this $500-million facility, which was constructed on time and within budget and is currently outputting more than 60 vehicles per hour.

- Environmental engineer for the Ford Hermosillo Stamping and Assembly plant. Tasks included satisfying environmental permitting requirements, hazardous waste handling, storage and disposal as well as compliance with air emissions and wastewater effluent requirements.

Calvin M. Fife

Years with Carollo

24 Years

Total Years of Experience

27 Years

Education

Coursework, Engineering, Arizona State University

Coursework, Engineering, Glendale Community College, Arizona

Certification

Concrete Field Technician, Grade I, American Concrete Institute

Mr. Fife joined Carollo Engineers in 1984, and has more than 27 years of experience with construction inspection services for numerous water and wastewater facilities. Experience includes structural, mechanical and electrical construction inspection for pipelines, reservoirs and pump stations. He has provided construction management support, specialized inspection scheduling and consultation for field personnel, clients and contractors. Projects have involved coordination with an engineers, serving as resident representative, and work in underground utilities, structures and highway construction.

- Field inspector for the PVC-Lined Concrete Sanitary Sewer and Manhole Rehabilitation project for the City of Phoenix, Arizona. Responsibilities included inspection of cured-in-place pipe (CIPP) liner installation and the manhole coating program.

- Senior inspector for the Union Hills Water Treatment Plant, 160-mgd improvement project, phases 3A and 3B, City of Phoenix, Arizona. These phases include construction of new pretreatment facilities and an interim dewatering building.

- Senior inspector for the Union Hills Water Treatment Plant, 160-mgd improvement project, phase 1, City of Phoenix, Arizona. Responsibilities include the inspection of the rebuilding of all existing filters and the construction of 4 new filters.

- Senior inspector for the Val Vista Water Treatment Plant solids handling facility, City of Phoenix and City of Mesa, Arizona. Responsibilities included construction of new centrifuge facilities, two thickener basins, four clarifier basins, electrical buildings, chemical facilities, pump stations, underground piping and pavement.

- Resident inspector for the Gilbert water system improvements phase 2, Town of Gilbert, Arizona. Responsibilities included an inspection of an 8 million-gallon concrete water reservoir, 2.5 miles of 12-inch PVC potable waterline and 2.5 miles of 18-inch PVC reuse water line, and 2-mile of 16-inch PVC potable waterline.

- Field inspector for the installation of a 30-inch ductile iron force main in the environmentally sensitive Lake Tahoe Basin, South Tahoe, California.

- Senior inspector for the Val Vista Water Treatment Plant 80-mgd expansion, City of Phoenix and City of Mesa, Arizona. The project added new presedimentation basins, flocculation and final sedimentation basins, filters and disinfection facilities. Upgrades included refurbishment of the administration building and laboratories.

- Senior inspector for the 24th Street WTP (formerly Squaw Peak WTP) general improvements, City of Phoenix, Arizona. The project involved three presedimentation basins, a raw water pump station, a chemical building, a bulk chemical handling facilities, and an upgrade of existing facilities.

- Field inspector for the Val Vista Water Treatment Plant upgrade and addition of solids recovery capabilities, City of Phoenix and City of Mesa, Arizona. Work included inspection of piping, pumps and structures.

- Field inspector for the Gilbert water system improvements phase 1, Town of Gilbert, Arizona. Responsibilities included inspection the the construction and installation of: a two million-gallon concrete reservoir; a booster pump station; 8-miles of pipe including 18- through 36-inch CCP, 12-inch and 18-inch C900 or C905 PVC and 21-inch spirolite sewer line; and related pavement/road replacement.

- Field inspector for the 91st Avenue Wastewater Treatment Plant maintenance building project, City of Phoenix, Arizona.

- Construction inspection for the Neely Road 30-inch sewer and pump station retrofit, Town of Gilbert, Arizona.

- Construction inspection of earthwork for the sludge lagoon additions, Town of Gilbert, Arizona.

- Construction inspection services for the Union Hills Water Treatment Plant pipeline and finished water reservoir project, City of Phoenix, Arizona.

- Resident inspector for the Wastewater Treatment Plant improvements, King County, California. Responsibilites included construction management and inspection of new clay lined lagoons with related pipelines, pumps and wastewater treatment plant upgrades.

- Resident inspector for the El Paso water system improvements, El Paso Water Utilities, Texas. Responsibilities included construction management and inspection of 18-inch C905 PVC and 24-inch CCP water lines with related road replacement, and horizontal boring.

- Resident inspector for the Lindsey Road booster pump station, City of Mesa, Arizona. Responsibilities included construction management and inspection on a booster pump/pressure reduction station with related pipelines and roadwork.

- Field inspector for the 91st Avenue Wastewater Treatment Plant liquid stream addition, City of Phoenix, Arizona. Responsibilities included the inspeciton of the construction of the 30-mgd expansion and a new headworks.

- Field inspector for the Grand Avenue crossing, City of Phoenix, Arizona. Responsibilities included inspection of the installation of 12-inch DIP water line including roadwork and horizontal boring.

- Field inspector for the 91st Avenue Wastewater Treatment plant digestors project, City of Phoenix, Arizona. Responsibilities included inspection of structural, mechanical and AC pavement for the construction of six new digesters and the refurbishing of six existing digesters.

- Resident inspector for the Prescott Wastewater Treatment Plant sludge lagoon additions, Town of Prescott Valley, Arizona. Responsibilities included construction management and inspection of PVC lined sludge lagoons with underdrains, related piping, plant remodeling and upgrades, handling pay requests and performing other contractor interfacing.

- Field inspector for the high pressure gas pipeline project, City of Phoenix, Arizona. Responsibilities included inspection of the installation of three miles of 6-inch high-pressure gas pipeline.

- Field inspector for the Southern Avenue Interceptor project, City of Phoenix, Arizona. Responsibilities included inspection of the installation of a 96-inch T-lock reinforced concrete sanitary sewer pipeline. The work included replacing an arterial street.

- Resident inspector for the Spook Hill reservoirs, City of Mesa, Arizona. Responsibilities included construction management and inspection of a one million-gallon steel tank and a one million-gallon concrete reservoir with related excavation, pipeline work and pavement. Other responsibilities included handling pay requests and performing other contractor interfacing.

- Field inspector for the Union Hills Water Treatment Plant 80 mgd expansion, City of Phoenix, Arizona. Responsibilities included inspection of the piping, pumps and structures.

- Construction inspection services for the 91st Avenue Wastewater Treatment Plant sludge lagoon additions. Responsibilities included inspection of soil cement s

- Field inspector for the 91st Avenue Wastewater Treatment Plant minor modifications and segments I and II of Plant IIB projects, City of Phoenix, Arizona. Responsibilities included inspection for the construction of new DAF thickeners, new chlorine facilities, and the 30 mgd expansion.

- Carpenter, carpenter foreman, or supervisor for the construction of custom tract homes, apartments, condominiums, and commercial buildings.

- Designed and built a 2-story, 10-unit apartment complex, and a custom home.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CAROLLO ENGINEERS, A PROFESSIONAL CORPORATION

[Scope of Work]

See following pages.

CITY OF AVONDALE, ARIZONA

QUALITY CONTROL SERVICES

VAN BUREN STREET WATERLINE & RELATED IMPROVEMENTS

ENGINEERING SERVICES ESTIMATE

INTRODUCTION

The following Scope of Work (SOW), Estimated Man Hours and Engineering Costs represent the Quality Control Services associated with the City of Avondale (City) Van Buren Street Waterline and Related Improvements Project (Project). The SOW focuses on the Water Quality Monitoring Station (WQMS) and Emergency Interconnect (EI) elements of the Project, as requested by the City.

The SOW consists of several main tasks summarized below and discussed in detail in following sections:

- **Task 1 Quality Control Services**
    - Pre-construction conference
    - Submittal review (only for WQMS & EI)
    - Response to RFIs
    - Quality Control Reviews (only for WQMS)
    - Construction meetings
    - Contractor pay application review (only for WQMS & EI)
    - Change Order review
    - PLC Programming Coordination (only for WQMS & EI)

The services defined are based on several assumptions including:

1. The anticipated construction period of 200 calendar days, from CONTRACTOR Notice to Proceed (anticipated mid February, 2009).

2. Carollo Engineers will furnish a part-time project representative on an as-needed basis for the anticipated duration of the construction for quality control of the Water Quality Monitoring Station (WQMS).

3. The CONTRACTOR will furnish all geotechnical testing, and materials testing during construction.

4. Carollo Engineers will maintain a construction file in the Phoenix office (no field files will be maintained).

The following sections discuss the details of the SOW associated with the basic services to be performed during the construction phase of the Project. Exhibit B details the man-hours associated with each task and the total estimated Engineering costs to perform the Quality Control Services.

Task 1 QUALITY CONTROL SERVICES

1.1 - Pre-Construction Conference

The ENGINEER shall attend a Pre-Construction Conference for the Van Buren Street Waterline and Related Improvements Project. The ENGINEER shall support the City in responding to the CONTRACTOR's questions during the conference.

1.2 - Submittal Review

The ENGINEER shall review submittals from the CONTRACTOR for the WQMS/EI portions of the Project. Per discussions with the City, the fee for this task assumes that the contractor will prepare submittals in such a way that between 1 and 2 reviews will be required for each. If submittals consistently require more reviews than this, the Engineer reserves the right to request additional funds from the City for this effort. The City will review all submittals associated with the waterline construction.

The ENGINEER shall establish and maintain a system for the review of submittals by the CONTRACTOR (i.e., samples, schedules, and shop drawing(s)) for conformance to the design concept of the Project and for compliance with the Contract Documents. The submittal review system shall be structured and managed to provide timely review and response to the CONTRACTOR's submittals. The ENGINEER shall review and return submittals within the calendar days set forth in the bidding documents for the Project.

The ENGINEER shall maintain the following submittal files:

1. ENGINEER's File – Contains copies of submittals whether accepted or rejected. This filing system shall be organized, formatted, and numbered in parallel with the Contract Documents. This file shall be a complete submittals file.

2. City's File – Contains copies of accepted submittals only. This file shall be turned over to the City after the project is complete.

1.3 - Requests for Interpretation

Requests for interpretation (RFIs) from the CONTRACTOR shall be logged by the ENGINEER. The ENGINEER shall prepare responses and determine that the field personnel have provided the appropriate level of information relative to the request. The ENGINEER shall respond to general request for information from the CONTRACTOR to provide supplemental information. The ENGINEER will issue clarifications to the CONTRACTOR as required.

1.4 - Water Quality Monitoring Station On-Site Quality Control Reviews

The ENGINEER shall provide on-site project representatives for purposes of providing periodic reviews of the Water Quality Monitoring Station during significant events or periods of construction. The City shall perform inspections related to the waterline and Emergency Interconnect Facility. The SOW is based on the following quality control reviews.

- **Civil/Structural**
  The ENGINEER shall provide an on-site project representative for purposes of reviewing earthwork and vault construction.

- **Mechanical**
  The ENGINEER shall provide on-site project representatives as needed for purposes of reviewing non-buried piping, valves, gates, mechanical equipment, HVAC, and process equipment.

- **Electrical/Instrumentation**
  The ENGINEER shall provide on-site project representatives as needed for purposes of reviewing electrical work, including duct banks, structure penetrations, slab and wall conduits, power cables, cable testing, terminations, splicing substation testing, lighting, telephone cables, and monitoring/control instrumentation system. The City shall be responsible for inspecting security-related construction.

- **<u>Buried Pipeline and Emergency Interconnect Facility</u>**
  The City shall be responsible to inspect all buried waterlines including trenches, valves, hydrants, roadway patching and utility crossing work, as well as the Emergency Interconnect Facility.

- **<u>Coordination with City Pipeline Inspector</u>**
  The ENGINEER will coordinate with the CITY Inspector in the following types of activities: Daily Activities Logs, Non-Conformance Reports, etc.

1.5 - Construction Progress Meetings

The ENGINEER will attend up to 3 construction meetings with the CONTRACTOR and City, to update construction progress and to discuss situations that require ENGINEER or City input for resolution. The City will produce and distribute meeting minutes.

1.6 - Review of CONTRACTOR Pay Requests

The ENGINEER shall review up to 3 CONTRACTOR Pay Requests related to the WQMS and EI to verify the compensation owed the CONTRACTOR by the City. This review shall constitute a representation based on such observations and the data comprising the application for payment, that the work has progressed to the level indicated. The ENGINEER shall also represent to the City that, the quality of the work authorized for payment is in accordance with the construction documents. Said presentations and acknowledgment is not, however, a guarantee of the work of the CONTRACTOR as regards the performance of his Contract. The ENGINEER's review shall include a numerical and mathematical check of quantities, values, and percentages of the completed work.

1.7 - Change Management

The ENGINEER shall review up to 2 Change Order Requests, whether initiated by the City, or the CONTRACTOR. The ENGINEER shall initiate Change Order Requests only after review and acceptance by the City.

ENGINEER's review and analysis of Change Order Requests shall include scope and pricing information submitted by the CONTRACTOR as part of the request, and shall include field review and discussions with the CONTRACTOR and City regarding the request. Special design services required for a CONTRACTOR or Owner requested change order are not included in the ENGINEER's basic and additional services provided under this Contract. Such special design services include design analysis, design, and preparation of plans, details, and specifications. Should special design services be requested by the City, the ENGINEER reserves the right to negotiate additional Engineering Services Fees.

1.8 - Coordination with PLC Programmer

The ENGINEER shall coordinate with the CONTRACTOR furnished PLC programmer at the site. Coordination activities include review of process control description and communication protocols to help ensure proper system operation.

1.9 - Project Close-out

Project close-out activities include archiving project files and distributing hard-copy and electronic project files to the City.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CAROLLO ENGINEERS, A PROFESSIONAL CORPORATION

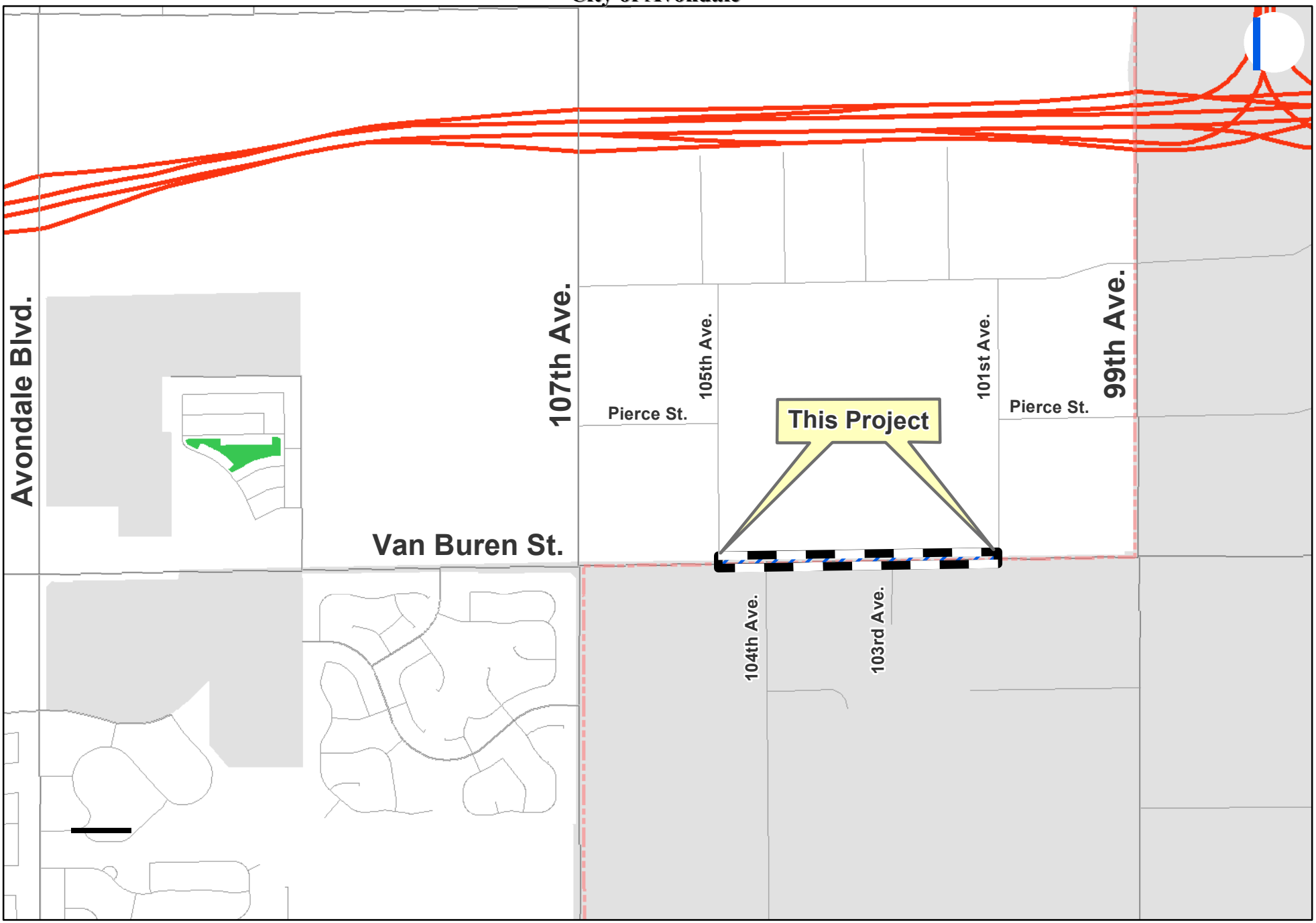
[Fee Proposal]

See following page.

ESTIMATED TASKS, MAN-HOURS and COSTS
QUALITY CONTROL
VAN BUREN STREET WATERLINE RELATED IMPROVEMENTS PROJECT
City of Avondale, Arizona
Jan 9, 2009

TASKS	Man-Hours				Total Man-Hours Per Task
	Project Manager	Engineer	QC Field Staff	CSG Staff	
Task 1 Quality Control Services					
Pre-construction conference		4	4		8
Submittal review	8	70		30	108
Response to RFIs	4	30		8	42
Inspections (only for WQMS)		12	80	4	96
Construction meetings	4	12	8		24
Contractor pay application review		8		2	10
Change Order review	4	18		4	26
PLC Factory Test Witness/Programming Coordination		12			12
Project Closeout				8	8
Task 1 Subtotal hours	**20**	**166**	**92**	**56**	**334**
Task 1 Subtotal Cost	**$4,280**	**$27,722**	**$11,040**	**$5,824**	**$48,866**
Hourly Rates	$214	$167	$120	$104	
Other Direct Costs					
Mileage					$500
Printing & Delivery					$150
Subtotal ODC					**$650**
TOTAL (LUMP SUM + ODC)					**$49,500**

City of Avondale



December 2006 - GIS / MAPPING SECTION

Van Buren Water Main
101st to 105th
and Emergency Connection

0 312.5 625 1,250 1,875 2,500 Feet

CITY COUNCIL REPORT

SUBJECT:
Resolution 2816-409 - Terminating an IGA with City of Phoenix for Fire Department Physicals

MEETING DATE:
April 6, 2009

TO: Mayor and Council

FROM: Paul Adams, Fire Chief (623)333-6100

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and City Council rescind resolution 1869-98 relating to an IGA with the City of Phoenix Fire Department to provide fire department physicals.

BACKGROUND:

Resolution 1869-98, which approved an IGA with the City of Phoenix Fire Department, was adopted on July 20, 1998. The IGA allowed Avondale Fire Department personnel to obtain annual physical exams through the Phoenix Fire Department Health Center and for the City of Phoenix to bill for those exams.

DISCUSSION:

With the growth in valley fire departments over the past 10 years the Phoenix Fire Department Health Center has reached capacity and is no longer able to provide physicals on an annual basis. Anticipating this eventuality a comparable health center was added to the Glendale Regional Public Safety Training Center (GRPSTC) and is now conducting physicals for those departments that wish to participate.

The exams conducted at GRPSTC are identical to those previously received at Phoenix and there is no difference in cost. Rescinding resolution 1869-98 will formally terminate our relationship with the Phoenix Health Center, will allow our personnel records to be transfered to the GRPSTC health center and will allow Avondale to enter into an appropriate IGA to have fire department physicals conducted at the GRPSTC health center.

BUDGETARY IMPACT:

There is no budgetary impact associated with this item.

RECOMMENDATION:

Staff recommends that the Mayor and City Council to adopt the resolution termination the IGA with the City of Phoenix.

ATTACHMENTS:

Click to download

- Resolution 2816-409

RESOLUTION NO. 2816-409

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, TERMINATING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FIRE DEPARTMENT FOR FIREFIGHTER PHYSICAL EXAMINATIONS.

WHEREAS, on July 20, 1998, the Council of the City of Avondale (the "City Council") adopted Resolution 1862-98, approving an Intergovernmental Agreement for Physical Examinations at the Phoenix Fire Department Health Center (the "IGA") with the City of Phoenix Fire Department to provide firefighter physical examinations on behalf of the City of Avondale (the "City") Fire Department; and

WHEREAS, pursuant to its terms, the IGA has continued in full force and effect since its adoption and shall only terminate upon formal action of the City Council; and

WHEREAS, the City Council has determined that it is in the best interests of the City to obtain firefighter physicals from another entity; and

WHEREAS, in order to allow for the proper transfer of records necessary to facilitate physicals by the new entity, it is necessary to terminate the IGA.

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

SECTION 1. That the Intergovernmental Agreement for Physical Examinations at the Phoenix Fire Department Health Center approved by the City Council pursuant to Resolution 1862-98 is hereby terminated.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps to provide the notice of intent to terminate as required by the IGA and 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, April 6, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2815-409 - Second Renewal of the Intergovernmental Agreement with Maricopa County to operate the Community Action Program

MEETING DATE:
April 6, 2009

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 adopt a resolution authorizing the second of two renewals to an Intergovernmental Agreement with Maricopa County to receive a grant in the amount of $116,762 to operate the Community Action Program (CAP) during Fiscal Year 2009-2010.

BACKGROUND:

The Community Action Program began serving residents of Avondale in 1964. Services are provided to residents of Avondale who, for a variety of reasons, find themselves in financial difficulty. Families who live below the poverty level are often not able to put money aside for crises and thus find themselves having to ask for assistance when the breadwinner is temporarily laid off, when an accident causes a disability, or when an elderly parent or newborn joins the family.

Maricopa County Human Services Department funding of the Avondale Community Action Program comes from the Social Services Block Grant (SSBG), Temporary Assistance to Needy Families (TANF), and the Community Services Block Grant (CSBG). Utility assistance and weatherization assistance is available through the Low Income Home Energy Assistance Program (LIHEAP) and the Weatherization Program.

DISCUSSION:

The projected number of individuals who received Community Action Program services during the current fiscal year to date is 5,500. It is anticipated that over 6,000 individuals may receive services during Fiscal Year 2010 due to the worsening economic environment.

Community Action Program services include: general information and referral; advocacy; crisis prevention; emergency food box and clothing referrals; employment and education referrals; energy education; and housing, rental, and utility assistance. Staff provide a rapid response to residents facing personal or economic emergencies, or crises such as loss of home, income, or expected expense. Each family applying for assistance is offered case management services which provides a structure in which family members receive information and learn skills which assist them in reducing emotional and financial crises in the future. The addition of the Care1st Avondale Resource Center will expand the range of local services available to families in Avondale and will supplement existing services.

By receiving assistance, referrals, case management services, and other outreach services Avondale families have been able to avoid homelessness, resolve personal crises, learn budgeting skills, improve the condition of their homes, avoid hunger, receive employment and education resources, and go on to establish and maintain self-sufficiency. This level of service provision has

strengthened the quality of life of Avondale residents.

BUDGETARY IMPACT:

The proposed budget for Fiscal Year 2009-2010 is $261,838. This amount includes $116,762 from the Maricopa County Board of Supervisors, $19,300 from the City of Goodyear, and $125,776 from the City of Avondale's General Fund for staffing costs. The Fiscal Year 2009-2010 General Fund is contributing the $125,776 in staff costs to this program.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing the renewal of the Intergovernmental Agreement with the Maricopa County Board of Supervisors for a grant in the amount of $116,762 to operate the Community Action Program (CAP) for Fiscal Year 2009-2010.

ATTACHMENTS:

Click to download

- Resolution 2815-409
- FY10 Community Action Program Itemized Service Budget

RESOLUTION NO. 2815-409

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR A GRANT AWARD TO OPERATE THE COMMUNITY ACTION PROGRAM FOR FY 09-10.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Second Amendment to the Intergovernmental Agreement between the City of Avondale (the "City") and the Maricopa County for a grant award to operate the City's Community Action Program for FY 09-10 (the "Second Amendment") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Second Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, April 6, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2815-409

[Second Amendment to the Intergovernmental Agreement]

See following pages.

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF AVONDALE

I. The purpose of this Amendment is to exercise option year 2 (of 2 one-year options) to renew the intergovernmental agreement for FY 2010, in accordance with Maricopa County Procurement Code Section MCI-309. Effective with this Amendment, the following changes are made:

   A. Incorporate "Contract Operating Budget – MCHSD July 1, 2009 to June 30, 2010" attached herewith.

   B. The total funding for FY2009 authorized by this amendment is $116,762

II. The effective period of this Amendment is July 1, 2009 to June30, 2010.

III. The foregoing paragraphs contain all the changes made by this Amendment. All other terms and conditions of the original Agreement remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have this Amendment

Approved by:
CONTRACTOR

_____
Authorized Signature

_____
Date

APPROVED AS TO FORM:
This Contract has been reviewed by the undersigned City Attorney who has determined that it is in proper form and within the power and authority granted under the City Charter.

_____
City Attorney

_____
Date

Approved by:
MARICOPA COUNTY

_____
Chairman, Board of Supervisors

_____
Date

Attested to:

_____
Clerk, Board of Supervisors

_____
Date

APPROVED AS TO FORM:

_____
Deputy County Attorney

_____
Date

ITEMIZED SERVICE BUDGET
CONTRACT SERVICE: Community Services and Case Management & Emergency Services
CONTRACT PERIOD: 7/01/2009 to 6/30/2010

PROVIDER NAME: **City of Avondale**

RCS = Rate Chargeable to Service *A = % Administrative Functions *D = % Direct Service Functions

I. PERSONNEL

Position Number	TOTAL FTE Level	Position Title	TOTAL Salary for Period 7/1/08 - 6/30/2009	TOTAL FTE Level for Contract Service	Percent (%) of Allocated Functions of Position* A + D = Total %	TOTAL COST for Contract Service	Cost of Contract Service to Other Resources	Proposed Cost to MCHSD
1	1.00	Social Services Coordinator	$36,635.00	1.00	0+100	$36,635	$0	$36,635
2	1.00	Neighborhood Svs. Coord.	$53,217.00	1.00	0+100	$53,217	$0	$53,217
3	1.00	Comm. Outreach Coord.	$57,587.00	0.70	50+20	$40,311	$13,401	$26,910
4	1.00	Social Services Manager	$81,990.00	0.60	60+0	$49,194	$49,194	$0
						$0		$0
		Total FTE's dedicated to this contract:		**3.30**	TOTAL:	$130,163	$13,401	$116,762

II. EMPLOYEE RELATED EXPENSES

ITEM	BASIS			TOTAL COST		MCHSD COST
Various Fringe Benefits	Average Fringe Rate Percentage		Total Proposed Cost to MCHSD	$44,255	$44,255	
	34.0000%	times	$116,762			
			TOTAL:	$44,255	$44,255	$0

III. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL	COST		MCHSD COST
None					
			$0	$0	$0
		TOTAL:	$0	$0	$0

IV TRAVEL

ITEM	BASIS	TOTAL	COST		MCHSD COST
None					
			$0	$0	$0
		TOTAL:	$0	$0	$0

V SPACE

ITEM	BASIS	TOTAL	COST		MCHSD COST
Office Space	$10/square foot x 1750		$17,500	$17,500	$0
		TOTAL:	$17,500	$17,500	$0

VI MATERIALS AND SUPPLIES

ITEM	BASIS	TOTAL	COST		MCHSD COST
General Office Supplies	$2,000 per year		$2,000	$2,000	$0
Printing	$500 per year		$500	$500	
Training	$500 per year		$500	$500	$0
		TOTAL:	$3,000	$3,000	$0

VII OPERATING SERVICES

ITEM	BASIS	TOTAL	COST		MCHSD COST
IT and Telephone Support	$1,000 per year		$1,000	$1,000	$0
		TOTAL:	$1,000	$1,000	$0

		TOTAL COST for Contract Service	Cost of Contract Service to Other Resources	Proposed Cost to MCHSD
X	**TOTAL Costs per Column:**	**$195,918**	**$79,156**	**$116,762**
	List All Administrative/Operating Cost REVENUE SOURCES:	TOTAL Revenue(s)	Total Other Resources Revenue(s)	Total Proposed MCHSD revenue
	MCHSD (proposed)	$116,762		116,762
	City of Goodyear	$19,300	$19,300	
	City of Avondale	$59,856	$59,856	

XI	TOTAL REVENUES:	$195,918	$79,156	$116,762

ITEMIZED SERVICE BUDGET
CONTRACT SERVICE: Community Services and Case Management & Emergency Services
CONTRACT PERIOD: 7/01/2009 to 6/30/2010

PROVIDER NAME: City of Avondale

RCS = Rate Chargeable to Service *A = % Administrative Functions *D = % Direct Service Functions

I. PERSONNEL

Position Number	TOTAL FTE Level	Position Title	TOTAL Salary for Period 7/1/08 - 6/30/2009	TOTAL FTE Level for Contract Service	Percent (%) of Allocated Functions of Position* A + D = Total %	TOTAL COST for Contract Service	Cost of Contract Service to Other Resources	Proposed Cost to MCHSD
1	1.00	Social Services Coordinator	$36,635.00	1.00	0+100	$36,635	$0	$36,635
2	1.00	Neighborhood Svs. Coord.	$53,217.00	1.00	0+100	$53,217	$0	$53,217
3	1.00	Comm. Outreach Coord.	$57,587.00	0.70	50+20	$40,311	$13,401	$26,910
4	1.00	Social Services Manager	$81,990.00	0.60	60+0	$49,194	$49,194	$0
						$0		$0
		Total FTE's dedicated to this contract:		**3.30**	TOTAL:	$179,357	$62,595	$116,762

II. EMPLOYEE RELATED EXPENSES

ITEM	BASIS			TOTAL COST		MCHSD COST
Various Fringe Benefits	Average Fringe Rate Percentage		Total Proposed Cost to MCHSD	$60,981	$44,255	
	34.0000%	times	$116,762			
			TOTAL:	$60,981	$60,981	$0

III. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL	COST		MCHSD COST
None			$0	$0	$0
		TOTAL:	$0	$0	$0

IV TRAVEL

ITEM	BASIS	TOTAL	COST		MCHSD COST
None					
			$0	$0	$0
		TOTAL:	$0	$0	$0

V SPACE

ITEM	BASIS	TOTAL	COST		MCHSD COST
Office Space	$10/square foot x 1750		$17,500	$17,500	$0
		TOTAL:	$17,500	$17,500	$0

VI MATERIALS AND SUPPLIES

ITEM	BASIS	TOTAL	COST		MCHSD COST
General Office Supplies	$2,000 per year		$2,000	$2,000	$0
Printing	$500 per year		$500	$500	
Training	$500 per year		$500	$500	$0
		TOTAL:	$3,000	$3,000	$0

VII OPERATING SERVICES

ITEM	BASIS	TOTAL	COST		MCHSD COST
IT and Telephone Support	$1,000 per year		$1,000	$1,000	$0
		TOTAL:	$1,000	$1,000	$0

		TOTAL COST for Contract Service	Cost of Contract Service to Other Resources	Proposed Cost to MCHSD
X	**TOTAL Costs per Column:**	**$261,838**	**$145,076**	**$116,762**
	List All Administrative/Operating Cost REVENUE SOURCES:	TOTAL Revenue(s)	Total Other Resources Revenue(s)	Total Proposed MCHSD revenue
	MCHSD (proposed)	$116,762		116,762
	City of Goodyear	$19,300	$19,300	
	City of Avondale	$125,776	$125,776	

XI	TOTAL REVENUES:	$261,838	$145,076	$116,762

CITY COUNCIL REPORT

SUBJECT:
Resolution 2814-409 - Authorizing a Grant Application for Job Access and Reverse Commute Transportation Program Funds for START Route 131 FY 2009

MEETING DATE:
April 6, 2009

TO: Mayor and Council

FROM: Kristen Taylor, Transit Management Assistant (623)333-1030

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution supporting the submittal of a grant proposal to Arizona Department of Transportation Public Transportation Division for the Rural and Small Urban Application Section 5316, Job Access and Reverse Commute Transportation Program; to provide funding to support transit operation for START Route 131, in the amount of $204,000 with a 50% match requirement.

BACKGROUND:

The City of Avondale previously received Job Access Reverse Commute Grant funding through a formula grant administered by the City of Phoenix. In fiscal year 06/07 the Federal Government changed the application process from formula based to competitive. Avondale is now eligible to apply for the grant on behalf of the Avondale Urbanized Area, which includes the cities of Tolleson and Goodyear. The City of Avondale was awarded $130,000 in 06/07 and is awaiting approval of $150,000 from last year's grant application.

DISCUSSION:

Arizona Department of Transportation is responsible for administering the Job Access and Reverse Commute Transportation Program. This new grant process is competitive and Avondale will be competing with Flagstaff, Prescott and other rural and small urbanized areas. The City of Avondale would like to submit an application on behalf of the Avondale Urbanized Area, which includes Tolleson and Goodyear. Avondale is requesting $204,000 for the operations of the START route 131. This route is eligible for JARC funding because it provides low to moderate income areas with a public transportation option to employment hubs in Avondale and Phoenix. Avondale must have authorization from City Council to enter into an agreement with ADOT. The application submittal requires assurances and signatures of approval in order to review the application. Avondale staff will work with the City of Phoenix to ensure that the assurances are met and will document all necessary requirements if and when the grant is awarded.

BUDGETARY IMPACT:

The Avondale Urbanized Area is requesting $204,000 with a 50% match requirement. Match funding will be provided through the Transit Budget and from the cities of Goodyear and Tolleson.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution supporting the submittal of a grant proposal and the acceptance of the grant funding if awarded by Arizona Department of Transportation Public Transportation Division for the Rural and Small Urban Application Section

5316, Job Access and Reverse Commute Transportation Program; to provide funding to support transit operations for START Route 131, in the amount of $204,000 with a 50% match requirement.

ATTACHMENTS:

Click to download

- Resolution 2814-409

RESOLUTION NO. 2814-409

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING SUBMITTAL OF AN APPLICATION FOR JOB ACCESS AND REVERSE COMMUTE TRANSPORTATION PROGRAM FUNDING FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION.

WHEREAS, as designated by the Governor of the State of Arizona, the Arizona Department of Transportation ("ADOT") administers Job Access and Reverse Commute ("JARC") Program funding for all rural and small urbanized areas for the State; and

WHEREAS, ADOT is seeking proposals for JARC grant funding from local agencies for projects relating to all aspects of transportation services; and

WHEREAS, the Council of the City of Avondale desires to submit an application for the JARC funding for the operation of the START 131 bus route (the "Application").

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

SECTION 1. That the submittal of the Application to ADOT for $204,000.00 in JARC funds is hereby authorized.

SECTION 2. That the expenditure of 50% in matching funds is hereby authorized and officially designated to be used in conjunction with the JARC funds.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Application 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, April 6, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1359-409 - Accepting Sewer Easement from Flood Control District Along West Bank of Agua Fria North of Lower Buckeye

MEETING DATE:
April 6, 2009

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 adopt an ordinance accepting an easement for the purpose of constructing and maintaining a wastewater pipeline located along the West Bank of the Agua Fria River Levee North of Lower Buckeye Road.

BACKGROUND:

One June 20 1998, City Council awarded a contract to Calyber Contracting, Inc. for construction of the extension of the West Interceptor sewer pipeline. Calyber Contracting then obtained a permit from the Flood Control District of Maricopa County for constructing that portion of the 15 inch diameter pipeline which crossed within District property along the Agua Fria River. That permit fee of $13,000 included the costs for a sewer easement. The District later discovered the fact that the easement was never formally granted to the City and requests finalizing this document.

DISCUSSION:

The easement provides for the construction, maintenance, repair and operation of a sewer pipeline. The easement varies in width from 20 feet to 30 feet and is nearly one mile in length. It follows along the west side of the Agua Fria River levee beginning on the north side of Lower Buckeye Road, diagonally crossing the Dysart Road Alignment and ends about 1000 feet south of Buckeye Road.

BUDGETARY IMPACT:

There is no impact to the budget from this ordinance.

RECOMMENDATION:

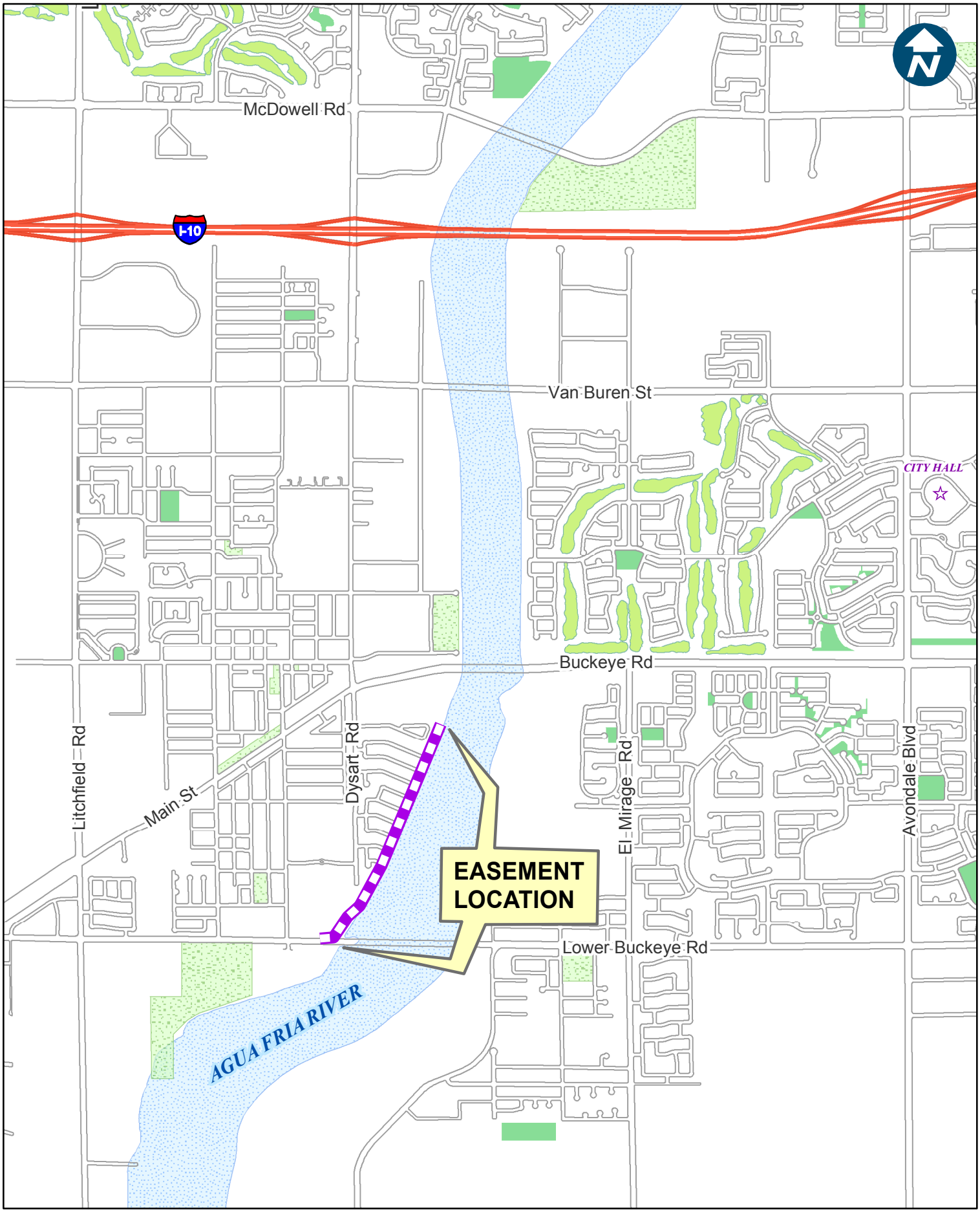
Staff is recommending that the City Council adopt an ordinance accepting an easement for the purpose of constructing and maintaining a wastewater pipeline located along the West Bank of the Agua Fria River Levee North of Lower Buckeye Road.

ATTACHMENTS:

Click to download

- Vicinity Map
- Ordinance 1359-409

VICINITY MAP



0 0.25 0.5 Miles

SEWER EASEMENT

WATER RESOURCES - GIS - LS
Prepared: March 11, 2009

ORDINANCE NO. 1359-409

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING A SEWER LINE EASEMENT FROM THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That a sewer line easement over ± 2.40 acres of real property, generally located north of Lower Buckeye Road, and east of 4th Street, is hereby accepted by the City of Avondale from the Flood Control District of Maricopa County, in the form attached hereto as 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 and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, April 6, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1359-409

[Easement]

See following pages.

When recorded, interoffice mail to
Flood Control District of
Maricopa County (dic)
2801 West Durango Street
Phoenix, Arizona 85009

ARS 11-1134, A2

FCD 1999 R016

SEWERLINE EASEMENT

Project: Agua Fria River

District Parcels: A-13090, A-13159,
A-13114, A-13091, A-13115-WL
Permit No. L98-46

THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, a municipal corporation and political subdivision of the State of Arizona, its agents, contractors, successors, and assigns, **GRANTOR,** for and in consideration of the sum of thirteen thousand dollars and no cents **($13,000.00)** does hereby grant and convey solely unto **The City of Avondale, GRANTEE** (its successors and assigns), a sewerline easement (over several parcels) for the sole purpose of constructing, operating, repairing and maintaining underground sewer lines and appurtenant facilities under the surface of the premises hereinafter described:

See attached EXHIBIT "A"
Attached hereto and incorporated herein

The **GRANTEE** shall have the right of ingress and egress to and along said easement, together with the right to operate, repair, replace, and maintain appurtenant facilities from said premises; and to trim or remove any trees or shrubs that may interfere with the construction or endanger the said sewerline.

GRANTEE agrees to indemnify **GRANTOR** for all direct damages to the real property, personal property, or physical injury to persons on the property of **GRANTOR**, as described in Exhibit "A" caused by or arising from the proximate result of the activities of **GRANTEE,** its officers, employees, agents or contractors in the exercise of **GRANTEE'S** rights pursuant to the terms of this Easement.

In the event the right, privilege and Easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted, all rights herein granted shall cease and revert to **GRANTOR**. Should this occur, Grantee will be solely responsible for removing all improvements previously allowed via this document, and for restoring this site to a condition acceptable to Grantor.

Accepted and Approved

_____

Marie Lopez Rogers, Mayor

Attest:

_____

Carmen Martinez, City Clerk

RECOMMENDED FOR APPROVAL:

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

_____

Timothy S. Phillips, P.E. Date
Chief Engineer and General Manager

_____

Michael D. Wilson Date
Manager, Real Estate Division

ACCEPTED AND APPROVED:

BOARD OF DIRECTORS OF FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

_____

Chairman of the Board

ATTEST:

_____

Clerk of the Board

Date: _____

APPROVED AS TO FORM:

_____

John Paulsen. Deputy County Attorney
County Attorney's Office

. . . .
. . . .
. . . .
. . . .
. . . .
. . . .
. . . .
. . . .
. . . .
. . . .
. . . .
. . . .
. . . .

PARCEL
LEGAL DESCRIPTION
FOR
SEWER EASEMENT
WEST INTERCEPTOR SEWER LINE

A 30 FOOT WIDE SEWER EASEMENT SITUATE OVER A PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15;

THENCE NORTH 01°27'09" WEST, A DISTANCE OF 588.57 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 46°17'50" WEST, A DISTANCE OF 162.06 FEET;

THENCE SOUTH 33°15'03" WEST, A DISTANCE OF 481.05 FEET;

THENCE SOUTH 83°47'51" WEST, A DISTANCE OF 267.09 FEET;

THENCE NORTH 01°27'09" WEST, A DISTANCE OF 30.10 FEET;

THENCE NORTH 83°47'51" EAST, A DISTANCE OF 250.43 FEET;

THENCE NORTH 33°15'03" EAST, A DISTANCE OF 470.31 FEET;

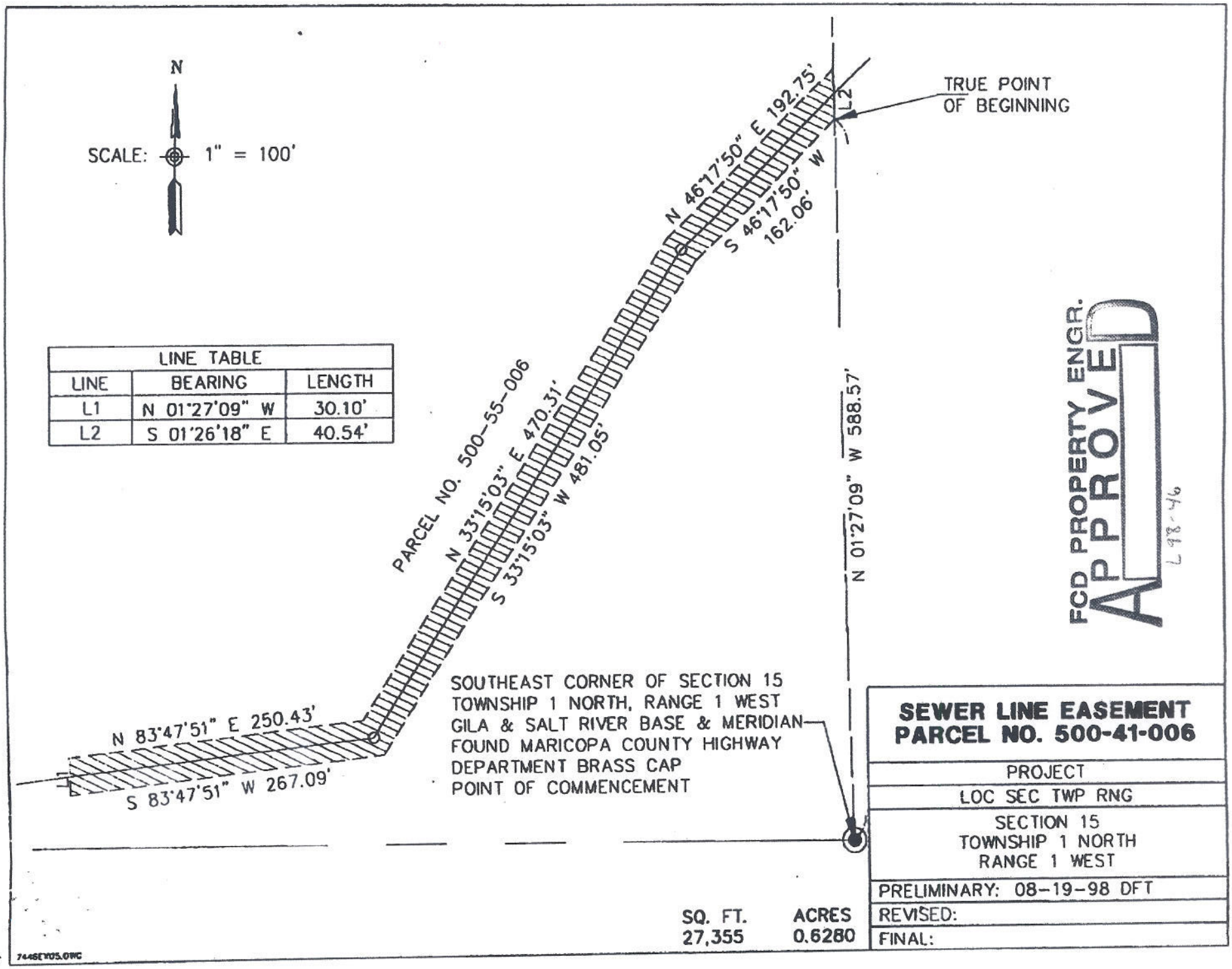
THENCE NORTH 46°17'50" EAST, A DISTANCE OF 192.75 FEET;

THENCE SOUTH 01°26'18" EAST, A DISTANCE OF 40.54 FEET TO THE TRUE POINT OF BEGINNING.

Said Easement Contains 27,354 Square feet or 0.6280 Acres

FCD PROPERTY ENGR.
APPROVED
6-98-46

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, ARIZONA			
PRELIM:	CHK:	APR:	
REV:		FINAL:	



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 01°27'09" W	30.10'
L2	S 01°26'18" E	40.54'

PARCEL DESCRIPTION
FOR
WEST INTERCEPTOR SEWER LINE
SEWER EASEMENT

A 20 foot wide sewer easement situated over a portion of the West half of Section 14, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 14;

THENCE South 01 degrees 27 minutes 09 seconds East along the West line of said Section 14, a distance of 2018.90 feet to the POINT OF BEGINNING;

THENCE departing said West line North 46 degrees 17 minutes 50 seconds East, a distance of 50.08 feet;

THENCE North 28 degrees 25 minutes 15 seconds East, a distance of 884.72 feet to the beginning of a curve, concave northwesterly, having a radius of 2940.00 feet and a radial bearing of North 61 degrees 34 minutes 45 seconds West;

THENCE Northeasterly along said curve, to the left, having a central angle of 05 degrees 56 minutes 29 seconds, an arc distance of 304.87 feet;

THENCE North 22 degrees 28 minutes 46 seconds East, a distance of 2,595.00 feet;

THENCE South 67 degrees 14 minutes 02 seconds East, a distance of 20.00 feet;

THENCE South 22 degrees 28 minutes 46 seconds West, a distance of 2594.90 feet to the beginning of a curve, concave northwesterly, having a radius of 2960.00 feet and a radial bearing of North 67 degrees 31 minutes 14 seconds West;

THENCE Southwesterly along said curve, to the right, having a central angle of 05 degrees 56 minutes 29 seconds, an arc distance of 306.94 feet;

THENCE South 28 degrees 25 minutes 15 seconds West, a distance of 887.87 feet;

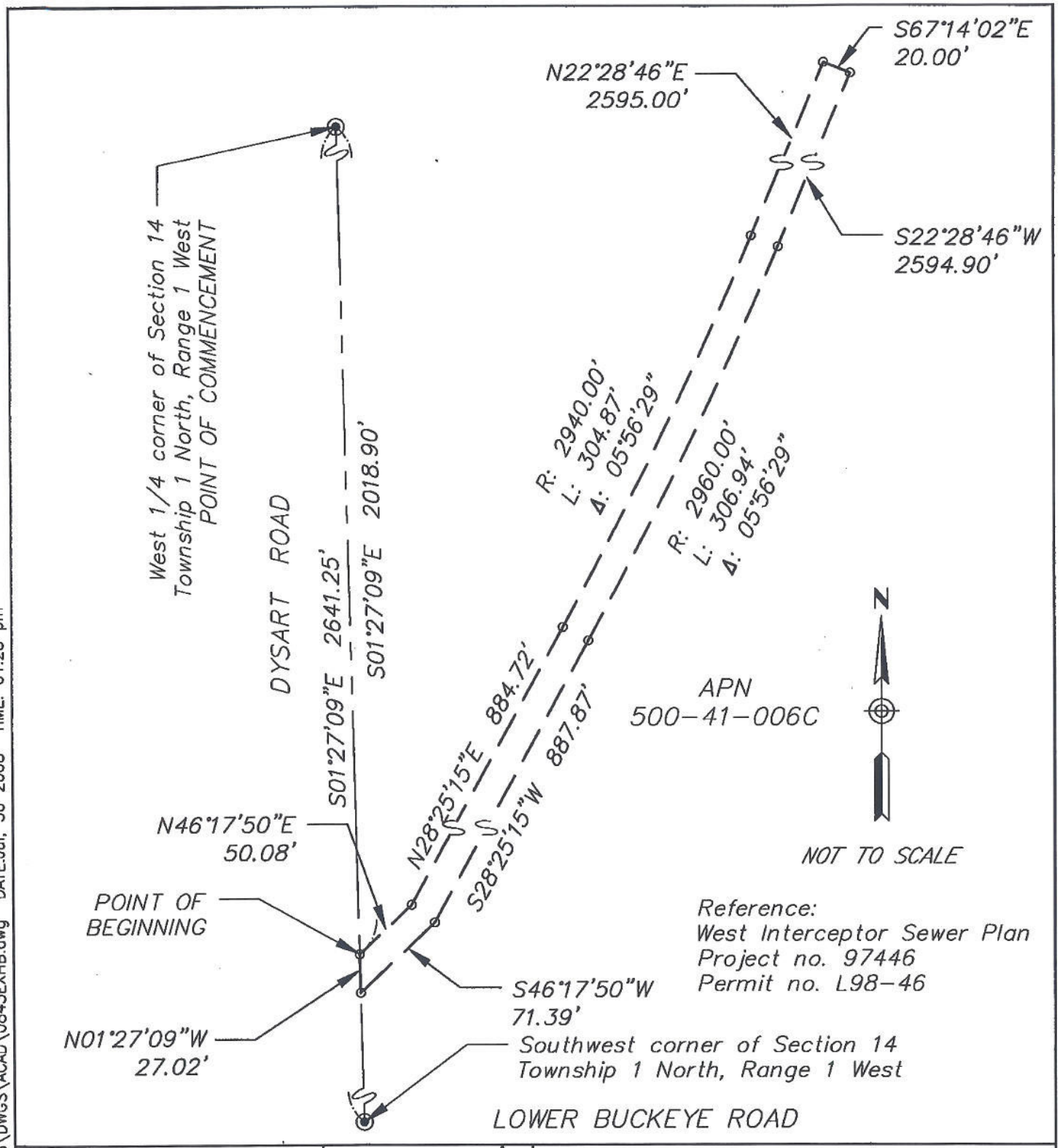
THENCE South 46 degrees 17 minutes 50 seconds West, a distance of 71.39 feet to a point on the West line of said Section 14;

THENCE North 01 degrees 27 minutes 09 seconds West along said West line, a distance of 27.02 feet to the POINT OF BEGINNING.

Containing a computed area of 76,957 square feet or 1.7667 acres, more or less.

The attached Exhibit "A" is to be included and made part f this description.

Registered Land Surveyor
CERTIFICATE NO.
45834
RANDALL J.
BILYEU
Date Signed 7-30-08
ARIZONA, U.S.A.
Expires 03/31/10



Dibble Engineering

DIBBLE ENGINEERING
PROJECT NO. 10-0843

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45834
RANDALL J.
BILYEU
Date Signed 7-30-08
ARIZONA, U.S.A.
Expires 03/31/10

EXHIBIT "A"
WEST INTERCEPTOR SEWER LINE
SEWER EASEMENT

DATE: JULY 2008
DRN. JLD
CHK: RJB

PROJECT NUMBER
--

PAGE 3 OF 3

FILE:V:\JOBS\2008\10-0843\DWGS\ACAD\0843EXHB.dwg DATE:Jul, 30 2008 TIME: 01:28 pm

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1360-409 - Authorizing the Acquisition of Real Property Necessary for the Elm Lane Drainage Improvements Project

MEETING DATE:
April 6, 2009

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 City Council approve an ordinance authorizing the acquisition by dedication, purchase or condemnation of real property necessary for the Elm Lane Drainage Mitigation Project, and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

BACKGROUND:

On October 15, 2007, Council adopted a resolution authorizing an Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County (FCDMC) allowing payment of $1,000,000 from FCDMC to the City of Avondale for their share of the cost to design and construct multiple drainage improvements in the vicinity of Central Avenue and Elm Lane.

On July 21, 2008, Council approved a professional services agreement with Entellus Inc. to provide professional engineering services. Those services included the creation of a comprehensive drainage study and the development of construction documents for the proposed improvements. To date, the drainage study is complete and the preliminary construction documents have been submitted for staff review.

DISCUSSION:

The Drainage Study was completed April 3, 2009, and is on file with the City Clerk. The Drainage report considered multiple alternatives and each was analyzed utilizing the following criteria:

- Cost
- Constructability
- Property Acquisition
- Neighborhood Disruption
- Operation and Maintenance

Although the recommended alternative will require the most land acquisition, it is the lowest in overall cost, easiest to construct, provides the least disturbance to residents, and only has minor operation and maintenance impacts. It consists of constructing a new storm drain on Central Avenue and Elm Lane in conjunction with the construction of a new retention basin at 43 W. Davis Lane.

DRAINAGE IMPROVEMENT NEEDS:

The drainage study documents the need to construct drainage improvements at 43 W. Davis Lane. Therefore, to protect the residents down stream, Entellus recommends and staff supports the

construction of a retention basin at 43 W. Davis Lane in conjunction with the construction of a storm drain on Elm Lane and Central Avenue.

BUDGETARY IMPACT:

Funding for the dedication, purchase, or condemnation and associated legal fees for the acquisition of the property is available in CIP Street Fund Line Item No. 304-1158, Elm Lane Drainage Mitigation.

RECOMMENDATION:

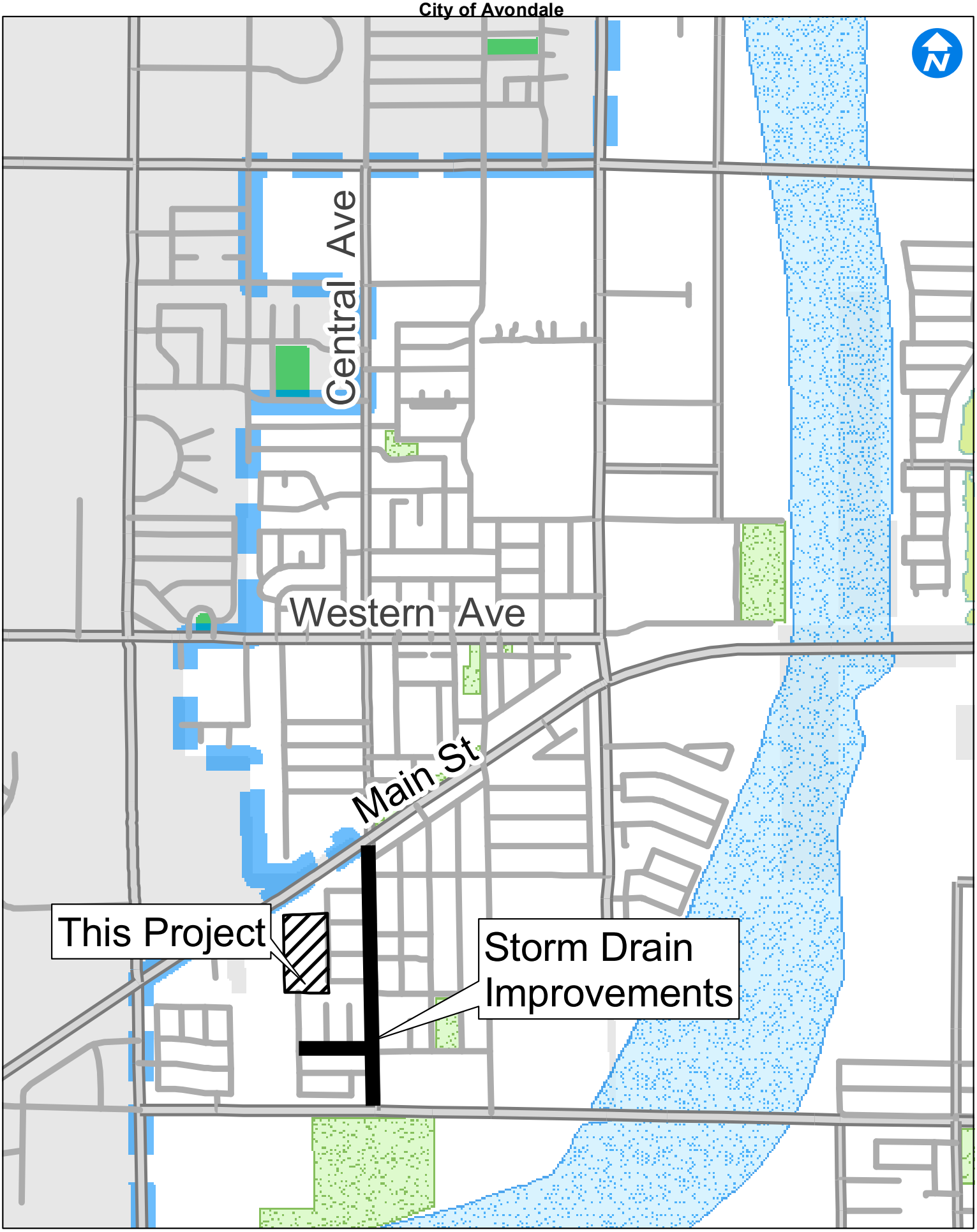
Staff recommends that the City Council approve an ordinance authorizing the acquisition, by dedication, purchase or condemnation, of real property necessary for the Elm Lane Drainage Mitigation Project, and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Ordinance 1360-409

City of Avondale



Vicinity Map
Elm Lane Drainage Project

ORDINANCE NO. 1360-409

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

WHEREAS, Article 1, Section 3 of the Avondale City Charter authorizes the City of Avondale (the "City") to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the City Council desires to authorize the acquisition of certain real property necessary for public use.

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

SECTION 1. That the acquisition, by purchase, condemnation or dedication of ± 1.591 acres of real property, Maricopa County Assessor's Parcel No. 500-50-063, generally located north of Lower Buckeye Road, west of Central Avenue, in Avondale, Arizona (the "Acquisition Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby authorized.

SECTION 2. That, in the event that a negotiated purchase cannot be reached for the Acquisition Property, the City Attorney is hereby authorized and directed to immediately initiate condemnation proceedings, including all actions necessary to enable the City to take possession of said property at the earliest possible date.

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

SECTION 4. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, April 6, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1360-409

[Legal description and map of Acquisition Property]

See following pages.

Entellus™
2255 N. 44th Street Suite 125
Phoenix. AZ 85008.3279
Tel 602.244.2566
Fax 602.244.8947
Email: www.entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 3-26-2009
ARIZONA U.S.A.
EXPIRES 6/30/2011

LEGAL DESCRIPTION
FOR
PARTIAL ACQUISITION
PARCEL NO. 500-50-063
ELM LANE IMPROVEMENTS

That portion of a parcel of land as described as Parcel No. 4 in Document # 2009-0057052, records of MARICOPA COUNTY, ARIZONA located in the SOUTHWEST QUARTER of SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the SOUTH QUARTER CORNER of SECTION 15, being monumented with a Brass Cap in Hand Hole, from which the SOUTHWEST CORNER of SECTION 15 bears North 89 degrees 48 minutes 22 seconds West a distance of 2629.14 feet, said line being the South line of the Southwest Quarter of said Section 15 and the basis of bearing for this description;

Thence North 01 degree 22 minutes 21 seconds West a distance of 1451.53 feet to a Brass Cap in Hand Hole at the intersection of Whyman Avenue and Central Avenue;

Thence along the centerline of said Whyman Avenue, North 89 degrees 43 minutes 50 seconds West a distance of 493.26 feet to the West line of "Whyman Subdivision No. 2", as defined in Book 35 of Maps, Page 50 of the Maricopa County Recorder, said point being the POINT OF BEGINNING;

Thence along said West line, South 01 degree 21 minutes 55 seconds East a distance of 131.48 feet to a point on the South line of the Northeast Quarter of said Southwest Quarter of Section 15;

Thence along said South line, North 89 degrees 46 minutes 25 seconds West a distance of 316.67 feet to a point;

Thence North 01 degree 12 minutes 06 seconds West a distance of 219.22 feet to a point;

Thence South 89 degrees 44 minutes 08 seconds East a distance of 316.05 feet to a point on said West line of "Whyman Subdivision No. 2";

Thence along said West line, South 01 degree 21 minutes 55 seconds East a distance of 87.55 feet to the POINT OF BEGINNING.

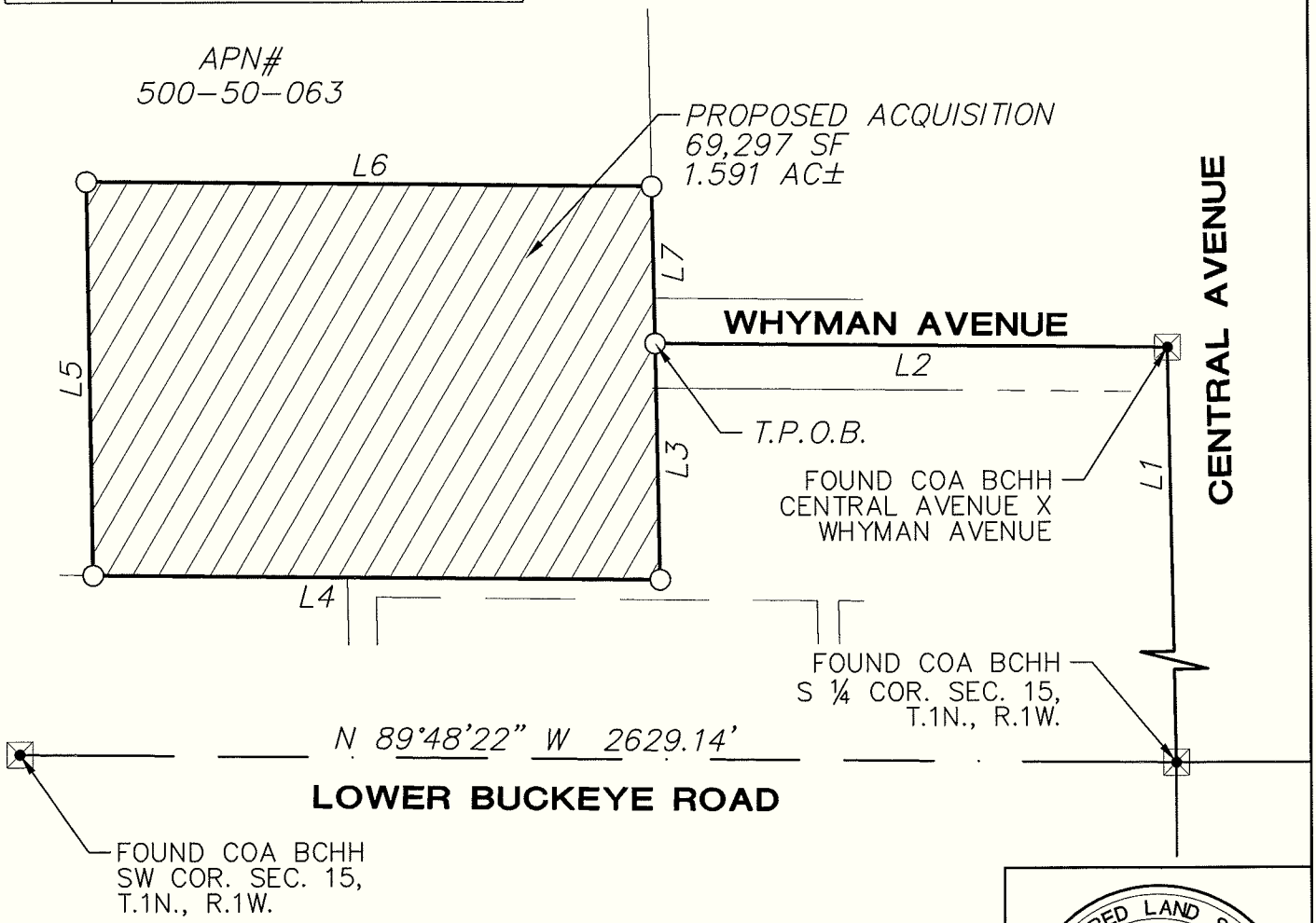
Containing an area of 69,297 SQUARE FEET or 1.591 ACRES, more or less.

See Sheet 2

Note: The legal description above is based on recorded documents such as the subject parcel's deed, adjacent parcel deeds and/or plats. It is not based on a boundary survey of the subject parcel.

LINE	BEARING	DISTANCE
L1	N 01°22'21" W	1451.53'
L2	N 89°43'50" W	493.26'
L3	S 01°21'55" E	131.48'
L4	N 89°46'25" W	316.67'
L5	N 01°12'06" W	219.22'
L6	S 89°44'08" E	316.05'
L7	S 01°21'55" E	87.55'

PARCEL NO. 500-50-063
CITY OF AVONDALE



NOTE: THIS EXHIBIT IS BASED ON RECORDED DOCUMENTS SUCH AS THE SUBJECT PARCEL'S DEED, AND ADJOINING DEEDS AND/OR PLATS. IT IS NOT BASED ON A BOUNDARY SURVEY OF THE SUBJECT PARCEL.

SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 3-26-2009
ARIZONA U.S.A.
Expires 06/30/2011

LEGEND

PROPOSED ACQUISITION

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 15 BEARING N 89°48'22" W

Entellus™
2255 N. 44th Street Suite 125
Phoenix, AZ 85008.3279
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF AVONDALE

STORM DRAIN BASIN

SECTION 15, T.1N., R.1W.

PROPOSED ACQUISITION

DATE: 3/24/09	REV'D:	
DRAWN BY:	CHK'D: DGF	PG: 2 OF 2
FILE: 500-50-063.DWG		

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing - Conditional Use Permit - Apples of Gold Home Daycare Facility - CU-08-6

MEETING DATE:
April 6, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PARCEL SIZE: 10,512 square feet

LOCATION: 12225 W. Mohave Street

APPLICANT: Blanca Uvari (602-578-0242)

OWNER: Blanca Uvari (602-578-0242)

BACKGROUND:

The property is located within the Cambridge Estates Subdivision at the southeast corner of Buckeye Road and El Mirage Road. The subject property is zoned Planned Area Development (PAD) and conforms to the Coldwater Springs Development Plan (approved on March 17, 1997). The single family residence is 3,104 square feet. A building permit was issued on October 21, 2002 and completed on June 10, 2003. Currently there are no Conditional Use Permits approved for home daycare facilities with 5-10 children within Cambridge Estates. Also, there are not any licensed home daycares that permit 1-4 children within the neighborhood.

SUMMARY OF REQUEST:

- The applicant is requesting a Conditional Use Permit for a home daycare that will allow 5-10 children not related to the resident.
- The operating hours will be Monday through Friday from 7:00 am to 5:30 pm.
- Due to State requirements, one employee, other than the applicant, is required for the proposed use.

PARTICIPATION:

The applicant invited 145 property owners and other interested parties to a neighborhood meeting held on November 18, 2008 to discuss the proposal. Two people attended the meeting to discuss whether or not the applicant had received approval from the Homeowner's Association. The applicant informed the attendees that she had, therefore the attendees left without signing in. An email was received by staff from one property owner informing the City that they did not oppose the proposed use at that location.

The Planning Division has not received any other written correspondence from neighbors or other interested parties regarding the application.

A notice of the Planning Commission meeting was published in the West Valley View on October 28, 2008. The property was posted on October 28, 2008. Letters were sent to 145 property owners on October 28, 2008. No citizens spoke on this item.

A notice of the City Council meeting was published in the West Valley View on March 17, 2009. The property was posted on March 17, 2009. Letters were sent to 145 property owners on March 17, 2009.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on December 18, 2008, and voted 5-0 to recommend APPROVAL of this request subject to the following stipulations:

1. Development shall be in conformance with the project narrative, circulation plan, and site plan dated December 2, 2008.
2. There shall be no more than ten (10) children, not related to the residents of the home, enrolled at any one time.
3. The applicant shall only have one employee as required by state regulations.
4. The applicant and employee shall park in the garage during operating hours.
5. Patrons shall use the El Mirage entrance to Cambridge Estates when dropping off and picking up subject to the circulation plan date stamped December 2, 2008.
6. There shall be no u-turns when dropping off and picking up subject to the circulation plan date stamped December 2, 2008.
7. Overflow parking shall be located to the north and east side of the property.

ANALYSIS:

The Zoning Ordinance contains five required findings to be met in order to approve a Conditional Use Permit (108.C.2 A.Z.O.). They are:

1. *That the proposed use (i) is consistent with the land-use designation set forth in the general plan, (ii) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan and (iii) will be consistent with the desired character for the surrounding area.*

The proposed use is consistent with the Medium Density Residential land use designation of the subject property. The use supports the General Plan's Land Use designation by providing this service for the community. The proposed use will be located within an existing home that was developed to the City's guidelines and standards.

2. *That the use will be (i) compatible with other adjacent and nearby land uses and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood or (4) the public welfare in general.*

The proposed use is compatible with the surrounding area and land uses. The home daycare will not have any signage displayed or alterations done for the proposed use. The number of children and circulation plan will be stipulated to help reduce any potential impacts to the surrounding neighborhood.

3. *That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including but not limited to setbacks, parking, screening, and landscaping.*

The proposed site has 1,204 square feet designated for indoor use by the children. There is an outdoor area that has over 4,480 square feet of play area. The outdoor area has a 6 foot tall block fence surrounding the property with an 8 foot locked RV gate on the west side of the property. There is no swimming pool. There is a stipulated circulation plan attached, along with assigned parking on the property for the applicant and employee.

4. *That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.*

The site has adequate access from surrounding streets. The site has a full access driveway from Mohave Street. At maximum capacity, there will be up to twenty vehicle trips per day generated for the site. A circulation plan is stipulated to maintain the flow of traffic from impacting the neighborhood and adjacent property owners.

5. *That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.*

Adequate conditions have been placed on the recommendation for approval to ensure that the proposed use will not adversely affect surrounding businesses or properties.

Conclusion: Based on the information provided by the applicant, the public input received and the analysis by staff, staff recommends approval of the requested Conditional Use Permit for a home daycare. This request meets the required criteria and will conform to the conditions of approval.

FINDINGS:

1. The project meets the General Plan Land Use of Medium Density Residential for this site. The proposed home daycare use is permitted in the PAD District with a Conditional Use Permit.
2. The conditions of approval are reasonable to ensure conformance with the provisions of the Avondale Zoning Ordinance.

RECOMMENDATION:

The City Council should **APPROVE** application CU-08-6, subject to the following 7 stipulations:

1. Development shall be in conformance with the project narrative, circulation plan, and site plan dated December 2, 2008.
2. There shall be no more than ten (10) children, not related to the residents of the home, enrolled at any one time.
3. The applicant shall only have one employee as required by state regulations.
4. The applicant and employee shall park in the garage during operating hours.
5. Patrons shall use the El Mirage entrance to Cambridge Estates when dropping off and picking up subject to the circulation plan date stamped December 2, 2008.
6. There shall be no u-turns when dropping off and picking up subject to the circulation plan date stamped December 2, 2008.
7. Overflow parking shall be located to the north and east side of the property.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** application CU-08-6, a request for a Conditional Use Permit for a home daycare, subject to the seven recommended stipulations.

ATTACHMENTS:

Click to download

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Photograph
- Exhibit C - Summary of Related Facts
- Exhibit D - Project Narrative
- Exhibit E - Site Plan
- Exhibit F - Neighborhood Meet Summary and Sign In Sheet.pdf
- Exhibit G - Avondale Zoning Ordinance Section 202.C.8.a-h.pdf

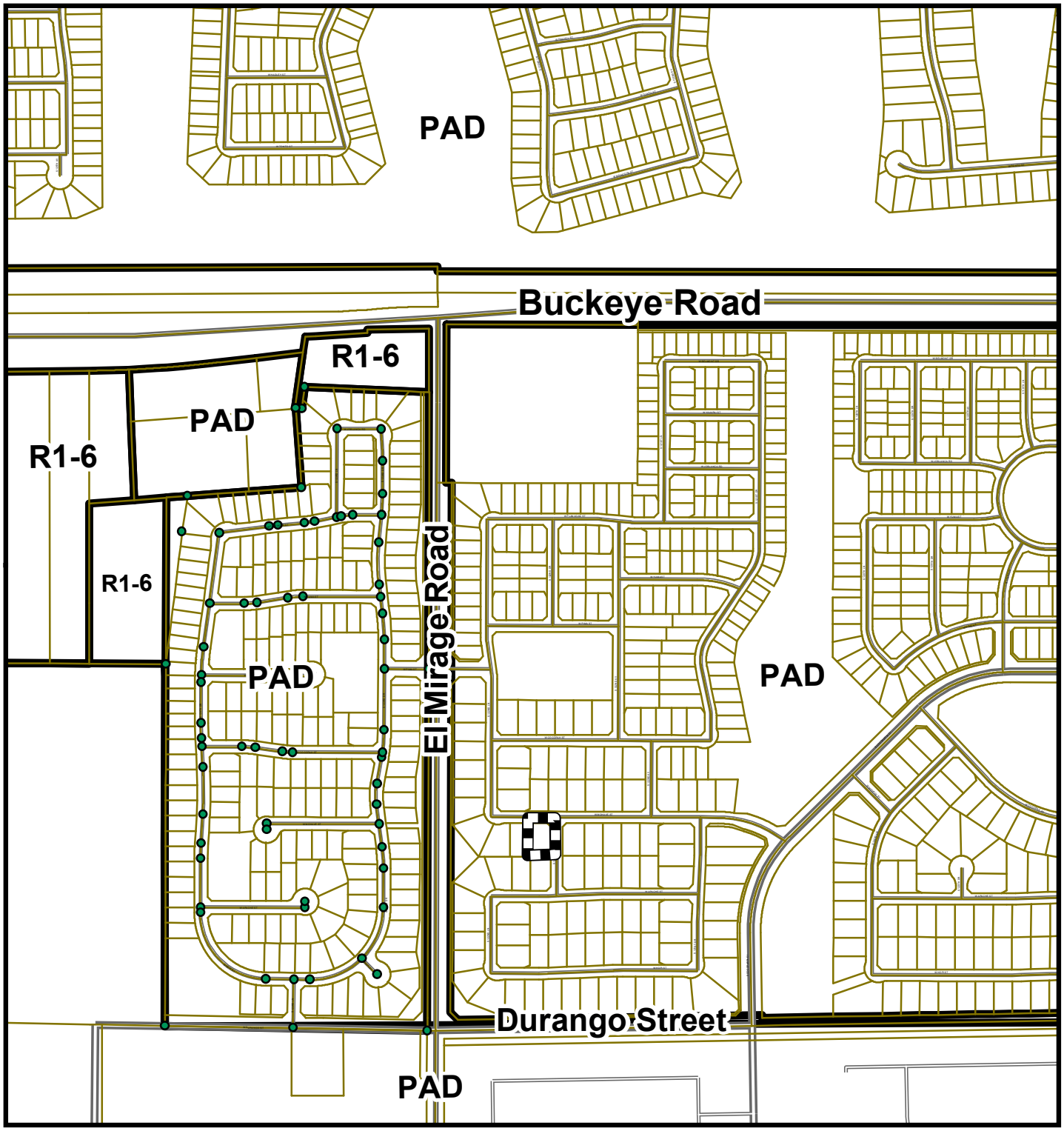
FULL SIZE COPIES (Council Only):

None

PROJECT MANAGER:

Jennifer Fostino

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

Exhibit B

Aerial Photo 2008

Avondale

Subject Property

N

Exhibit C

SUMMARY OF RELATED FACTS
APPLICATION CU-08-6

THE PROPERTY	
PARCEL SIZE	10,512 square feet
LOCATION	12225 W Mohave Street
PHYSICAL CHARACTERISTICS	Single Family Residential Home / 6 foot high wall / no swimming pool
EXISTING LAND USE	Medium Density Residential
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	Rezoned from AG to PAD on March 17, 1997
DEVELOPMENT AGREEMENT	The Development Agreement for the western portion of this property was approved in 1997.

SURROUNDING ZONING AND LAND USE	
NORTH	PAD – Coldwater Springs residential development
EAST	PAD – Coldwater Ridge residential development
SOUTH	PAD – Del Rio Ranch residential development
WEST	PAD – Diamond Ridge

GENERAL PLAN
The property is designated as Medium Density Residential on the General Plan Land Use Map.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District
ELEMENTARY SCHOOLS	Estrella Vista Elementary School

STREETS	
Mohave Street	
Classification	Local
Existing half street ROW	20 feet
Standard half street ROW	30 feet
Existing half street improvements	1 through lane, detached sidewalk, curb, gutter, and landscaping
Standard half street improvements	1 through lane, detached sidewalk, curb, gutter, and landscaping
122nd Drive	
Classification	Local

Existing half street ROW	20 feet
Standard half street ROW	30 feet
Existing half street improvements	1 through lane, detached sidewalk, curb, gutter, and landscaping
Standard half street improvements	1 through lane, detached sidewalk, curb, gutter, and landscaping

UTILITIES
The existing home is connected to an 8-inch existing waterline on Mohave Street. The existing home is connected to an 8-inch existing wastewater on Mohave Street.

CITY OF AVONDALE
DEC 2 2008
DEVELOPMENT SERVICES

PROJECT NARRATIVE

The purpose of this application is to apply for a conditional use permit to operate Apples of Gold, LLC out of the residence located at 12225 W. Mohave Street in Avondale, Arizona. Apples of Gold, LLC offers an array of recreational classes as well as daycare for children. Recreational classes are currently held at the Goodyear Community Center. Daycare is provided at the residence listed above. The applicant is seeking approval to run the daycare and manage the recreational classes out of the aforementioned residence. The residence is home to Mizael and Blanca Uvari. The home is located in Cambridge Estates. This single family residence has two floors. All child care will be provided on the first floor of the home per state law. Application for a daycare license from the Arizona Department of Health is on hold until a conditional use permit is issued by the City of Avondale. Listed below you will find detailed information regarding the company's operations:

Apples of Gold, LLC

DAYCARE SERVICES

LOCATION: 12225 W. MOHAVE STREET, AVONDALE, AZ 85323
BUSINESS OFFICE: 12225 W. MOHAVE STREET, AVONDALE, AZ 85323

Operating Hours:
Monday through Friday from 7:00 a.m. to 5:30 p.m.
(closed all state and federal holidays)

Fee Schedule:
$130 a week full time (more than 6 hours a day)
$100 a week part time (less than 6 hours a day)
Before & After School Care is $20 a day
Drop-In Rate is $30 a day for a full day and $20 for a partial day

Accepting Enrollment for:
Students ages 2 years and older (enrollment is limited to 10 students)

Services Include:
Fun and nutritious meals
Instruction in ABC's and 123's
Arts and crafts
Instruction in Preschool & Elementary Spanish
Story time & music time
Playtime indoor and outdoors (weather permitting)

RECREATIONAL CLASSES

LOCATION: GOODYEAR COMMUNITY CENTER
BUSINESS OFFICE: 12225 W. MOHAVE STREET, AVONDALE, AZ 85323

CONDITION USE PERMIT FINDINGS (In response to #1)

a. The proposed use being requested by Apples of Gold is consistent with the land-use designation set forth in the general plan. Apples of Gold will not make any changes. The city's general guidelines and objectives will be met and the daycare will be consistent with the desired character for the surrounding area. The daycare will not be visible from the exterior of the home in any way.
b. The daycare will be compatible with other adjacent and nearby land uses and will not be detrimental to the persons residing or working in that area, the adjacent property, the neighborhood, or the public welfare in general. This daycare will not affect any of its neighbors whether being individuals or businesses. The public's welfare is a huge consideration of this company and the daycare will not be detrimental to anyone.
c. The home is adequate in size and shape to accommodate a home-daycare. Safe on-site circulation is possible because the home is on a corner lot. This lot is bigger than the average lot in the subdivision. All required development standards are met.
d. The daycare has appropriate access to public streets and it has adequate capacity to carry the type and quantity of traffic generated by the proposed land use. The quantity and type of traffic generated by Apples of Gold will be minimal and parents will only stay for 5-10 minutes at a time.
e. Any potential adverse effects will be mitigated immediately. Should Apples of Gold be aware of any adverse effects action will be taken immediately to reduce and eliminate these adverse effects.

PLANNING (In response to #2)

This project meets the following conditions:

a. *The residential character of the exterior of the structure shall be maintained:* no modifications exterior of the home will be made. The residential character will remain exactly as it was made by the builder of the home: Trend Homes.
b. *Signs related to the home child care shall not be permitted:* there will not be any signs announcing the business put on the exterior of the home or any where near the residence.
c. *All required licenses, certifications, and registrations shall be obtained from the appropriate state or county agency:* Apples of Gold has obtained a business license from the City of Avondale; in addition, an application to the Department of the Health Services has been submitted to care for ten children. This process includes obtaining certification from the Department of Economic Services. The provider holds CPR/First Aid certification as well as fingerprint clearance from the Arizona Department of Public Safety.
d. *All requirements of the City of Avondale Building Code, Fire Code, and Zoning Ordinance shall be complied with*: A health and fire inspection has been conducted by these agencies and Apples of the Gold has passed these inspections. In an attempt to meet city requirements for Building and Zoning ordinances this application has been submitted.
e. *Existing garages, carports, or driveways shall not be expanded, enclosed, or otherwise modified to accommodate this accessory use*: Apples of Gold will not expand, enclose or modify the residence in any way for the daycare use.
f. *All outdoor recreation areas shall be completely enclosed by a six-foot high masonry wall with self-closing and self-locking gates*: the backyard of the residence, which is the

only outdoor recreation area in the home, is enclosed by a six-foot masonry wall. This includes a self-closing and self-locking gate.

g. *All swimming pools shall be secured by a barrier in conformance with the Arizona State Statutes and International Building Code (IBC), as amended*: The residence does not have a swimming pool.
h. *Notification of conditional use permit application shall be made to the subject home owner's association management prior to the neighborhood meeting*: this notification was mailed on 9/15/08. Please see exhibit A.

EMPLOYEES (IN REPONSE TO #3)

In order to run a daycare of 10 children the applicant is required to hire one employee to comply with state children-to-adult ratios. This individual will park inside the garage. This individual will work from 7 AM to 5:30 PM on Monday through Friday every day of the year excluding state and federal holidays and holiday observances.

RESIDENTS (IN REPONSE TO #3)

The location of Apples of Gold Daycare is home to two adults, Mizael and Blanca Uvari. The applicant, Mrs. Blanca Uvari will park in the garage. Mrs. Blanca Uvari will be home most hours with the exception of outings to the park and store or for scheduled vacations. The other resident of the home, Mr. Mizael Uvari will be home at all times except during his work hours. His work hours are 7 AM to 5 PM, Monday through Friday every day excluding state and federal holidays and holiday observances. It is estimated that Mr. Uvari will begin his commute to work (which is located in Tempe, AZ) at 6 AM. It is also estimated that he will conclude his commute home around 6:00 PM. Mr. Uvari will park in the garage as well.

ACTIVE CUSTOMERS (IN REPONSE TO #5)

Apples of Gold currently has one customer. Attempts are being made to seek out more customers at this time.

PLAYGROUND EQUIPMENT(IN REPONSE TO #5)

Apples of Gold does not have any playground equipment at this time. The daycare is utilizing the playground equipment in the community park located in the subdivision.

OUTDOOR PLAY AREA (IN REPONSE TO #6)

The outdoor play area will be in the backyard of the residence (see exhibit B). There is not any playground equipment in the outdoor play area at this time as the daycare is using the community park located in the subdivision.

CIRCULATION PLAN (IN REPONSE TO #4)

Apples of Gold opens at 7 AM. It is estimated that most children will arrive between 7 AM and 9 AM. Children will arrive at different times in the morning depending on their parents work schedule. Both the daycare provider, Mrs. Blanca Uvari and her assistant will be parking in the garage. As parents arrive they will pull into the driveway of the home to drop off their child(ren) and stay for a brief period of time not to exceed 10 minutes. The parents will be coming in through the community's entrance on El Mirage. This will allow the parents to drive straight into the driveway and not need to make any u-turns. Apples of Gold closes at 5:30 PM. It is estimated that most parents will pick up their children between 5 and 5:30 PM. The circulation plan for pick-up is the same as for drop-off. Overflow parking (if necessary) will be directed to the front of the home.

September 22, 2008

Jennifer Fostino, Zoning Specialist
Planning Division
Development Services Department
11465 W. Civic Center Drive, #110
Avondale, AZ 85323

Dear Ms. Fostino,

This letter is in response to your request for an applicant comment letter. Contained in this letter is a written response to each comment that was generated from the application review. Below you will find how each comment was addressed:

CONDITION USE PERMIT FINDINGS (In response to #1)

A. The proposed use being requested by Apples of Gold is consistent with the land-use designation set forth in the general plan. Apples of Gold will not make any changes. The city's general guidelines and objectives will be met and the daycare will be consistent with the desired character for the surrounding area. The daycare will not be visible from the exterior of the home in any way.
B. The daycare will be compatible with other adjacent and nearby land uses and will not be detrimental to the persons residing or working in that area, the adjacent property, the neighborhood, or the public welfare in general. This daycare will not affect any of its neighbors whether being individuals or businesses. The public's welfare is a huge consideration of this company and the daycare will not be detrimental to anyone.
C. The home is adequate in size and shape to accommodate a home-daycare. Safe on-site circulation is possible because the home is on a corner lot. This lot is bigger than the average lot in the subdivision. All required development standards are met.
D. The daycare has appropriate access to public streets and it has adequate capacity to carry the type and quantity of traffic generated by the proposed land use. The quantity and type of traffic generated by Apples of Gold will be minimal and parents will only stay for 5-10 minutes at a time.
E. Any potential adverse effects will be mitigated immediately. Should Apples of Gold be aware of any adverse effects action will be taken immediately to reduce and eliminate these adverse effects.

PLANNING (In response to #2)

This project meets the following conditions:

A. *The residential character of the exterior of the structure shall be maintained:* no modifications exterior of the home will be made. The residential character will remain exactly as it was made by the builder of the home: Trend Homes.
B. *Signs related to the home child care shall not be permitted:* there will not be any signs announcing the business put on the exterior of the home or any where near the residence.
C. *All required licenses, certifications, and registrations shall be obtained from the appropriate state or county agency:* Apples of Gold has obtained a business license from the City of Avondale; in addition, an application to the Department of the Health Services has been submitted to care for ten children. This process includes obtaining certification from the Department of Economic Services. The provider holds CPR/First Aid certification as well as fingerprint clearance from the Arizona Department of Public Safety.
D. *All requirements of the City of Avondale Building Code, Fire Code, and Zoning Ordinance shall be complied with*: A health and fire inspection has been conducted by these agencies and Apples of the Gold has passed these inspections. In an attempt to meet city requirements for Building and Zoning ordinances this application has been submitted.
E. *Existing garages, carports, or driveways shall not be expanded, enclosed, or otherwise modified to accommodate this accessory use*: Apples of Gold will not expand, enclose or modify the residence in any way for the daycare use.
F. *All outdoor recreation areas shall be completely enclosed by a six-foot high masonry wall with self-closing and self-locking gates*: the backyard of the residence, which is the only outdoor recreation area in the home, is enclosed by a six-foot masonry wall. This includes a self-closing and self-locking gate.

G. *All swimming pools shall be secured by a barrier in conformance with the Arizona State Statutes and International Building Code (IBC), as amended*: The residence does not have a swimming pool.

H. *Notification of conditional use permit application shall be made to the subject home owner's association management prior to the neighborhood meeting*: this notification was mailed on 9/15/08. Please see exhibit A.

EMPLOYEES (IN REPONSE TO #3)

In order to run a daycare of 10 children the applicant is required to hire one employee to comply with state children-to-adult ratios. This individual will park inside the garage. This individual will work from 7 AM to 5:30 PM on Monday through Friday every day of the year excluding state and federal holidays and holiday observances.

RESIDENTS (IN REPONSE TO #3)

The location of Apples of Gold Daycare is home to two adults, Mizael and Blanca Uvari. The applicant, Mrs. Blanca Uvari will park in the garage. Mrs. Blanca Uvari will be home most hours with the exception of outings to the park and store or for scheduled vacations. The other resident of the home, Mr. Mizael Uvari will be home at all times except during his work hours. His work hours are 7 AM to 5 PM, Monday through Friday every day excluding state and federal holidays and holiday observances. It is estimated that Mr. Uvari will begin his commute to work (which is located in Tempe, AZ) at 6 AM. It is also estimated that he will conclude his commute home around 6:00 PM. Mr. Uvari will park in the garage as well.

CIRCULATION PLAN (IN REPONSE TO #4)

Apples of Gold opens at 7 AM. It is estimated that most children will arrive between 7 AM and 9 AM. Children will arrive at different times in the morning depending on their parents work schedule. Both the daycare provider, Mrs. Blanca Uvari and her assistant will be parking in the garage. As parents arrive they will pull into the driveway of the home to drop off their child(ren) and stay for a brief period of time not to exceed 10 minutes. The parents will be coming in through the community's entrance on El Mirage. This will allow the parents to drive straight into the driveway and not need to make any u-turns. Apples of Gold closes at 5:30 PM. It is estimated that most parents will pick up their children between 5 and 5:30 PM. The circulation plan for pick-up is the same as for drop-off. Overflow parking (if necessary) will be directed to the front of the home.

ACTIVE CUSTOMERS (IN REPONSE TO #5)

Apples of Gold currently has one customer. Attempts are being made to seek out more customers at this time.

PLAYGROUND EQUIPMENT(IN REPONSE TO #5)

Apples of Gold does not have any playground equipment at this time. The daycare is utilizing the playground equipment in the community park located in the subdivision.

OUTDOOR PLAY AREA (IN REPONSE TO #6)

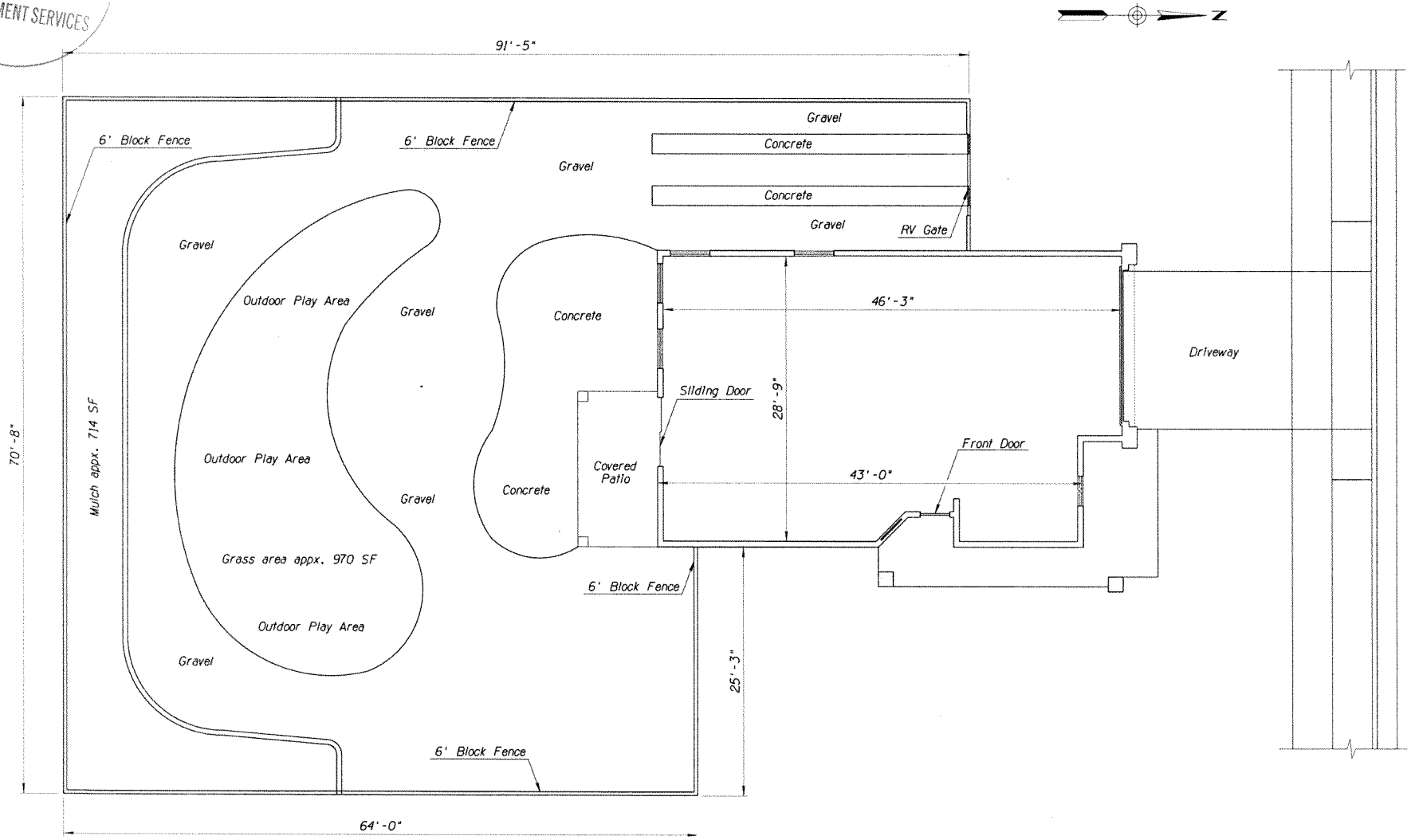
The outdoor play area will be in the backyard of the residence (see exhibit B). There is not any playground equipment in the outdoor play area at this time as the daycare is using the community park located in the subdivision.

These issues were also addressed in the amended project narrative and circulation plan (see attached). Please let me know if you have any questions. I can be reached at (602) 578-0242.

Sincerely,

Blanca Uvari
Apples of Gold, LLC
www.applesofgoldllc.com

CITY OF AVONDALE
DEC 2 2008
DEVELOPMENT SERVICES



Notes:
1. The height of the block fence is 6'.
2. 8' RV Gate w/lock on west side of property.
3. No swimming pool.
4. Dimensions are approximate.

PROJECT	APPLES OF GOLD LLC DAY CARE		
SCALE 1" = 5'	SITE PLAN	DATE 09/08	1 OF 1

Neighborhood Meeting: Apples of Gold, LLC
November 18, 2008

1. Blanca Uvari 602 578 0242 7:00 PM
2.
3.
4.
5.

Neighborhood Meeting Minutes

At approximately 7:00 PM two individuals walked into the Ocotillo Meeting Room located in Avondale City Hall looking for the Cambridge Estates Homeowners Association meeting. I explained to them that I was conducting a neighborhood meeting and that the Cambridge Estates Homeowners Association had previously approved my request for a daycare. I requested that these individuals sign-in but they refused to do so. These individuals left at approximately 7:05 PM. During their departure they expressed to me that there was nothing to be said since the association had already approved my request. I asked them to stay for the meeting and that I would be willing to answer any questions/concerns that they had and they refused. Nobody else arrived after that. I stayed until 7:32 PM.

Avondale Zoning Ordinance Section 202.C.8.a-h

202 Single-Family Residential Districts

C. Uses permitted subject to a conditional use permit.

8. Home child care for five (5) to ten (10) children not related to the residents, subject to the following conditions:

a. the residential character of the exterior of the structure shall be maintained.

b. Signs related to the home child care shall not be permitted.

c. All required licenses, certifications, and registrations shall be obtained from the appropriate state or county agency.

d. All requirements of the City of Avondale Building Code, Fire Code, and Zoning Ordinance shall be complied with.

e. Existing garages, carports, or driveways shall not be expanded, enclosed, or otherwise modified to accommodate this accessory use.

f. All outdoor recreation areas shall be completely enclosed by a six-foot high masonry wall with self closing and self locking gates.

g. All swimming pools shall be secured by a barrier in conformance with the Arizona State Statutes and International Building Code (IBC), as amended.

h. Notification of the conditional use permit application shall be made to the subject home owners association management prior to the neighborhood meeting.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2817-409 - Regional Wireless Cooperative IGA

MEETING DATE:
April 6, 2009

TO: Mayor and Council

FROM: Paul Adams, Fire Chief (623)333-6100

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and City Council adopt a Resolution approving an Intergovernmental Agreement allowing Avondale to participate in the Regional Wireless Cooperative.

BACKGROUND:

In the late 1980's Phoenix began a project to upgrade its public safety radio system. The radio system at that time utilized outdated 1950's technology, was unable to support agency operational needs, had insufficient radio channels and did not support secure operations. In July 1998 an infrastructure RFP was issued and conceptual design of the new system began in March 2000 with a detailed design being completed in October 2001. As one of the fire automatic aid partners Avondale was a participant in this project and contributed $511,981 toward installation of the new radio system infrastructure.

The new radio system is an 800 MHz trunked digital system and was designed to accommodate the current and future needs of fire, police and public works agencies in the valley. In June 2004 the Phoenix Police Department transitioned to the new system. Due to concerns regarding hazard zone operations the fire departments have not yet transitioned to the new system. The technical issues associated with hazard zone operations have been resolved and fire transition was scheduled to begin this year however current economic conditions may delay the transition for an additional year due to the cost associated with the purchasing of new portable and mobile radios.

Due to the number of potential partners in the radio system and the diversity of interests (fire, police and public works) it was determined that a new governance structure would be necessary as the project moved forward. In November 2005 a consulting firm was hired to develop a formal governance document. A number of meetings were held with interested participants throughout the development process and the final governance document was completed in late 2008. Through this document the Reginal Wireless Cooperative was created.

DISCUSSION:

The first meeting of the new Regional Wireless Cooperative (RWC) Board was held on March 27 in Phoenix. Those agencies that have executed the IGA to this point, and are therefore voting members of the Board, are Phoenix, Chandler, Tempe, Surprise, Goodyear, El Mirage, Guadalupe, Maricopa, Sun City West Fire District, Daisy Mountain Fire District and Sun Lakes Fire District. Representatives of the City of Avondale were in attendance and observed the meeting.

Future topics for Board discussion will include RWC policies and procedures, potential amendments to the RWC IGA, allocation of operating costs, hiring of an Executive Director, establishment of an Executive Committee and conducting a detailed designed required for expansion of the system to

address growth since original design.

As a member of the fire automatic aid system Avondale is, and will continue to be, a participant in the 800 MHz radio system which is now governed by the RWC Board. The radio system has the capacity, and there is the potential, for Avondale Police and Field Operations to become users on the system in the future. It is therefore important for Avondale to be a participant on the RWC Board and to be actively involved in discussion of items that will impact Avondale now and in the future. The next meeting of the RWC Board is scheduled for April 24 at 10:00 a.m. in the Phoenix City Council Chambers. Assistant City Manager Dave Fitzhugh has been designated as Avondale's representative to the RWC Board.

BUDGETARY IMPACT:

There is no budgetary impact associated with execution of this IGA. There will be an ongoing operational cost associated with the 800 MHz radio system for system users, which includes fire and may include police and public works in the future, but specific operational costs have yet to be determined. There will also be a capital cost associated with the purchase of new portable and mobile radios at the point we transition to the new 800 MHz system. There may also be additional capital costs associated with infrastructure upgrades that may be identified through the proposed system expansion design process.

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a Resolution approving an IGA allowing Avondale to participate in the Regional Wireless Cooperative.

ATTACHMENTS:

Click to download

- Resolution 2817-409

RESOLUTION NO. 2817-409

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT RELATING TO THE CITY'S PARTICIPATION IN THE REGIONAL WIRELESS COOPERATIVE NETWORK.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the intergovernmental agreement relating to the City of Avondale's participation in the Regional Wireless Cooperative Network (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, April 6, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2817-409

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT TO
PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE
THE REGIONAL WIRELESS COOPERATIVE NETWORK

TABLE OF CONTENTS

Parties 2
Agreement 2
Term and Duration of Agreement; Dissolution 3
Manner of Financing 3
Obligations as Members 6
Voluntary Termination or Withdrawal as Members 6
Additional Parties 7
Failure to Pay Financial Obligation 7
Open Meeting Law 7
Records;Confidentiality 7
Conflict of Interest 8
Compliance with Applicable Laws 8
Cooperation 8
Amendment 9
Existing and Future Agreements 9
Notices 10
Default And Cure 10
Alternative Dispute Resolution 11
Waiver. 11
Performance and Uncontrollable Events 12
Assignment and Binding Effect 12
Entire Agreement. 12
Governing Law 12
Severability. 13
Headings 13
Counterparts 14
Exhibit A A-1
Exhibit B B-1

INTERGOVERNMENTAL AGREEMENT TO
PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE
THE REGIONAL WIRELESS COOPERATIVE NETWORK

1. Parties. The Parties (individually, a "Party") to this Intergovernmental Agreement ("Agreement") consist of all of the signatories to this Agreement. Parties to this Agreement shall automatically become Members of the Regional Wireless Cooperative Network, as detailed in Exhibit A.

2. Agreement.

2.1. The Parties enter into this Agreement for the purpose of:

2.1.1. Using their best efforts, through cooperation and pooling of common resources, for the mutual benefit of all Parties to own, operate, maintain and improve a regional radio communications network.
2.1.2. Planning, designing, constructing, operating, maintaining and financing the Regional Wireless Cooperative Network.
2.1.3. Providing regional communications operability and interoperability.
2.1.4. Providing regional communications cost effectively and using economies of scale.
2.1.5. Providing communications interoperability with other jurisdictions that are not a party to this Agreement, for the benefit of all Parties.

2.2. The Parties are authorized to enter into this Agreement by the joint exercise of powers provisions of Title 11, Chapter 7, Article 3 (§§ 11-951 et seq.), Arizona Revised Statutes and the authorization of their legislative or other governing bodies.

2.3. The Parties agree to form the Regional Wireless Cooperative, an unincorporated association of the Parties, to jointly and cooperatively exercise their powers to achieve the purposes specified in paragraph 2.1.

2.4. The rules and policies governing the regulation and management of the Regional Wireless Cooperative's internal affairs are set forth in a governance document, which is attached to this Agreement as Exhibit A and incorporated herein by this reference. Certain terms that are defined in Exhibit A are used in this Agreement. Those terms shall have the same meaning in this Agreement as such terms are defined in Exhibit A.

2.5. It is the intention of the Parties that Exhibit A be enforceable to the same extent as this Agreement. Exhibit A shall be subject to amendment as provided herein and shall be valid for the duration of this Agreement. Exhibit A is approved by all initial Parties and shall be binding upon any Parties that are admitted after the initial Parties. No additional Parties shall be admitted to the Regional Wireless Cooperative without first agreeing to be as bound by Exhibit A as are the initial Parties.

3. Term and Duration of Agreement; Dissolution.

3.1. This Agreement shall be binding upon each signing Party, and among and against all signing Parties as of the date on which the Agreement has been executed by each such Party, so long as such Party has complied with the requirements of A.R.S. § 11-952, which includes appropriate action by the legislative or other governing body of the Party for the approval of the Agreement, determination by the Party's attorney that the Agreement is within the powers and authority of the Party, and the proper filing of the Agreement. In order for this Agreement to have legal effect, at least two (2) Parties must sign it. The "Effective Date" of this Agreement shall be the date upon which the second Party signs it. The initial term of this Agreement shall begin upon the signing of this Agreement by the second Party and end on October 31, 2018; thereafter, the Agreement will automatically renew for terms of ten (10) years. Notwithstanding the foregoing, this Agreement shall automatically terminate upon dissolution of the Regional Wireless Cooperative.

3.2. The Parties do not anticipate that the Regional Wireless Cooperative will be dissolved until it is no longer desirable and feasible for the Regional Wireless Cooperative to operate the Network or the Network is transferred to another governmental or non-profit entity.

3.3. If the Parties dissolve the Regional Wireless Cooperative other than by transferring the Network to a governmental or non-profit entity, the assets of the Regional Wireless Cooperative shall be returned to the Members in proportion to their contributions to the Regional Wireless Cooperative as determined in section 4.3 of Exhibit A. In the event of dissolution, real property that is owned separately by a Member, regardless of whether it is situated within a Member's boundaries or installed at a Member-owned communications facility shall be returned to such Member and credited to the Member's share of the assets to be returned. Real property purchased or owned separately by a Member shall remain the sole and separate property of that Member and shall not become the property of the Regional Wireless Cooperative. Real property that was purchased by the Regional Wireless Cooperative is owned by the Members of the Regional Wireless Cooperative in proportion to their financial contributions to such purchase, regardless of whose name title is in. Radio frequencies shall be dealt with in accordance with FCC licensing regulations.

4. <u>Manner of Financing</u>.

4.1. The cost of planning, designing, constructing, operating and maintaining the Network shall be paid in the manner specified in Exhibit A. An infrastructure replacement and enhancement program and an annual operating and maintenance budget shall be established and maintained as provided in Exhibit A. The costs paid by the Parties are expected to be the total costs for planning, designing, constructing, operating and maintaining the Network, less amounts, including grants and gifts, received from federal, state, regional or other funding sources.

4.2. Each Party agrees to timely pay its share of the cost of planning, designing, constructing, operating and maintaining the Network as specified in Exhibit A. Each Party

shall render its amounts payable to the Regional Wireless Cooperative no later than forty-five (45) days from the invoice date. The Regional Wireless Cooperative may collect interest at the rate of one percent (1%) per month for payments not received forty-five (45) days from the invoice date. The interest collected shall be deposited in the operating and maintenance budget and used to offset the costs of operation and maintenance.

4.3. It will be the responsibility of each Party to this Agreement to take the appropriate steps in conformity with state or local laws to ensure that it appropriates sufficient funds to cover the obligations it assumes under this Agreement. Each Party recognizes that the performance by the Parties under this Agreement may be dependent upon the appropriation of funds by that Party. Should any Party fail to appropriate the necessary funds, that Party may withdraw from this Agreement on the last day of the fiscal period for which funds are legally available, notwithstanding Section 6. Each Party agrees to give notice to the other Parties as soon as reasonably possible after the unavailability of funds comes to the Party's attention.

4.4. Each Party understands and acknowledges that claims and lawsuits may be filed for damages resulting from acts or omissions in connection with planning, designing, constructing, operating, maintaining financing, and cooperative ownership of the Network or that other unforeseen costs and expenses may be incurred in connection with the planning, designing, constructing, operating, maintaining, financing, and cooperative ownership of the Network.

The Parties agree that all damages, costs and expenses not specifically provided for in this Agreement, shall be shared by the Parties in proportion to each Party's share of the total weighted votes, in accordance with Section 3.2.1.3.2 of Exhibit A, at the time the claim or lawsuit, whichever first occurs, claim or lawsuit is first served on any Party or the unforeseen costs or expenses were incurred. Notwithstanding the foregoing, each Party shall be solely and separately responsible for its own gross negligence and willful misconduct, without joint liability by other Parties. Each Party shall promptly notify the Regional Wireless Cooperative and the Administrative Managing Member upon receipt of a claim or lawsuit relating to the Network. The Administrative Managing Member shall take the lead role on behalf of the Regional Wireless Cooperative in coordinating the investigation and defense of any claim or lawsuit made in connection with planning, designing, constructing, operating, maintaining or financing the Network. Nothing in this section shall preclude any Party, at its expense, from providing its own legal counsel in connection with any claim or lawsuit made in connection with planning, designing, constructing, operating, maintaining or financing the Network. Claims and lawsuits include any claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage.

With regard to claims or lawsuits arising out of the ownership or maintenance of a member's owned or leased real property, such member (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other parties (as "Indemnitees") from and against any and all Claims and Lawsuits, but only to the extent that such Claims and Lawsuits which result in

vicarious/derivative liability to the Indemnitees are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

4.5. The Regional Wireless Cooperative with the approval of its Board of Directors may apply for such federal, state or other grants as are made available for the planning, designing, constructing, operating, maintaining and financing the Network. The Executive Director or a Network Managing Member may submit the grant application on behalf of the Regional Wireless Cooperative in accordance with applicable laws, rules, regulations and procedures. The grant agreement to be entered into by the Regional Wireless Network and the Grantor shall be incorporated and made a part of this Agreement, and each Party agrees to be bound by the terms and conditions of the grant and to comply with and enforce the grant provisions within the limits of its jurisdiction. Any grant funds received will be used to reduce the cost of the project for which a grant application was submitted. The application for or the award of a grant shall not relieve a Party of its obligation to pay costs billed by the Regional Wireless Cooperative as provided in this Agreement. The Regional Wireless Cooperative shall credit grant funds to the Parties, in proportion to the amount of funding each Party contributes towards the grant project, as the grant funds are received.

4.6. Any Party that intends to individually submit a grant application that may benefit the Regional Wireless Cooperative or the Network shall first submit its proposal and grant application to the Regional Wireless Cooperative for its recommendation. With approval of the Board of Directors, the Party may submit its application to obtain the grant funding. Acceptance and use of any grant funds so obtained for the Regional Wireless Cooperative and the Network is subject to the discretion and use of the Board of Directors. A Party who applies for, is awarded, and accepts grant funds under this paragraph 4.6 is individually responsible for meeting all terms, conditions and obligations of the grant. The Regional Wireless Cooperative shall credit any grant funds received pursuant to this paragraph 4.6 to all Parties, in proportion to the amount of funding each Party contributes towards the grant project as the grant funds are received.

4.7. The Regional Wireless Cooperative's Board of Directors shall use the Administrative Managing Member's procurement procedures and insurance procurement procedures.

4.8. Risk Management. The Regional Wireless Cooperative's Board of Directors shall consult with the Administrative Managing Member to determine the insurance coverage appropriate to protect the Parties from risks concerning the Regional Wireless Cooperative and the Network. The Board of Directors shall direct the Administrative Managing Member to obtain such insurance on behalf of the Regional Wireless Cooperative. In deciding what insurance coverage and indemnities are appropriate, the Board of Directors may elect to self-insure for all or a portion of the risks, or to place the cooperative and network under the Administrative Managing Member's insurance/self-insurance program. The cost of such insurance and/or self-insurance shall be shared by the parties in accordance with sections 4.2.1 and 4.2.2 of Exhibit A. For the sole purpose of placing coverage for the RWC and Network under the Administrative Managing Member's insurance/self-insurance program, if

so directed by the Board of Directors, the Administrative Managing Member agrees to indemnify and defend the RWC and Network for the shared liabilities and costs set forth in Section 4.4 herein, subject to the exceptions set forth in Section 4.4.

4.9. The Parties understand and acknowledge that certain Network equipment, hardware, software and other personal property that is held jointly and owned in common by the Parties will become in time unfit or unnecessary for use by the Regional Wireless Cooperative. To provide for the disposal of such surplus Network personal property during the term of this Agreement, each Party agrees to obtain from its legislative or other governing body by ordinance, resolution or other applicable legal action, appropriate authorization enabling the Regional Wireless Cooperative to dispose of or sell by public auction, sealed bids, or negotiation any and all surplus Network personal property.

5. <u>Obligations as Members</u>. Each Party to this Agreement shall be a Member of the Regional Wireless Cooperative and shall comply with and be subject to the obligations of Members as set forth in Exhibit A, including the obligation to contribute to the cost of the Network. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.

6. <u>Voluntary Termination or Withdrawal as Members</u>. Any Party may voluntarily terminate its participation in the Regional Wireless Cooperative by providing twenty-four (24) months' prior written notice to the other Parties. The Regional Wireless Cooperative Board of Directors will work with the withdrawing Member and remaining Parties to determine cost and operational impacts of the withdrawal. Subject to the conditions below, the withdrawing member retains rights to real property, personal property and frequencies as defined by the Agreement and as allowable by State and Federal law and/or regulation. Members voluntarily terminating their participation in the Regional Wireless Cooperative must comply with the following:

A. Transfer or relinquish to the Regional Wireless Cooperative any unexpended infrastructure replacement and expansion program funds and operating and maintenance funds.

B. Pay all fees and charges owed to the Regional Wireless Cooperative through the effective date of termination.

C. Agree to any additional or alternative terms and conditions reasonably related to essential Network operations as mutually determined by the Parties, including terms relating to the continuing use of radio frequencies, real estate, and real property.

D. Agree to pay for all costs to effect the withdrawal of the Member including costs to reconfigure the Network for the remaining Members.

E. Relinquish frequencies and equipment required for the incremental capacity necessary for use by other Members, including for 'roaming'.

F. Allow the Regional Wireless Cooperative continued use of Member's communications facilities.

7. Additional Parties. Other cities, towns, counties, and Indian communities and other public agencies, as that term is defined by A.R.S. § 11-951, shall become additional parties to this Agreement and shall be bound by the terms of this Agreement at such times as those public agencies are admitted as Members of the Regional Wireless Cooperative.

8. Failure to Pay Financial Obligation.

8.1. If a Party is relieved from payment of its financial obligation to the Regional Wireless Cooperative as a matter of law, then the Regional Wireless Cooperative may suspend the Party's right to vote and participate in the affairs of the Regional Wireless Cooperative until such time as the Party has paid the difference between the Party's share of the costs and the amount the Party has paid for such costs.

8.2. Except as provided in paragraph 8.1, if a Party fails to pay a financial obligation within forty-five (45) days of the invoice date and then, upon notice by the Administrative Managing Member of the deficiency, fails to cure the non-payment within forty-five (45) days of the date of the deficiency notice, the Regional Wireless Cooperative shall suspend the Party's right to vote and participate in the affairs of the Regional Wireless Cooperative until such time as the Party has paid the difference between the Party's share of the costs and the amount the Party has paid for the costs.

9. Open Meeting Law. The Regional Wireless Cooperative, including the Board of Directors and the Executive Committee shall comply with A.R.S. §§ 38-431, et seq. (Arizona Open Meeting Law) in conducting meetings to the extent the law is applicable

10. Records;Confidentiality.

10.1. The Regional Wireless Cooperative shall comply with A.R.S. §§ 39-121 et seq. (Arizona Public Records Law) in maintaining and providing access to the records of the Regional Wireless Cooperative.

10.2. The Regional Wireless Cooperative shall make its financial records regarding the planning, designing, constructing, operating, maintaining and financing the Network available to any official or agent of a Party to this Agreement. Such request for inspection shall not be made more frequently than once a month.

10.3. Each Party to this Agreement agrees to make available to the Regional Wireless Cooperative its financial records related to planning, designing, constructing, operating, maintaining and financing the Network. Such request for inspection shall not be made more frequently than once a month.

10.4. To the extent permitted by law, the Parties shall treat Network information as proprietary and confidential. Network information includes, but is not limited to, technical data, engineering details, construction documents, equipment lists, programming configurations, and operational procedures. Any Party who receives a request for information or a public records request concerning the Network shall initially and immediately notify the Executive Director of such request before following any customary internal practices or procedures with regard to such request.

11. Conflict of Interest. The Parties understand and acknowledge that this Agreement may be subject to cancellation under A.R.S. § 38-511 (Arizona's public employee conflict of interest law) in the event there is a conflict of interest of the type specified in A.R.S. § 38-511 by persons significantly involved in initiating, negotiating, securing, drafting or creating this Agreement.

12. Compliance with Applicable Laws. Each Party shall comply with all applicable laws, statutes, ordinances, executive orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referred to in this Agreement.

13. Cooperation.

13.1. The Parties agree to make, sign and deliver all documents and to perform all acts that are necessary to fully carry out the terms of this Agreement. Each of the Parties shall fully cooperate with and assist one another in obtaining all licenses, permits, authorizations, approvals and consents required in or related to the performance of this Agreement. This obligation includes performing an act that is not specifically referred to in this Agreement, so long as the obligation to perform such act is reasonably implied by the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted to require the Regional Wireless Cooperative to be responsible for dispatching or otherwise causing its Members to respond to an event within another Member's jurisdiction.

13.2. In the event any legal proceeding is instituted challenging the authority and power of any of the Parties to execute this Agreement or to perform its terms and conditions, the Parties shall, in good faith, jointly and cooperatively defend the validity of this Agreement.

13.3. The Parties may elect and shall have the right to seek specific performance, where feasible and practicable, by any Party of any or all of the obligations (except payment obligations) set forth in this Agreement. The Parties agree that, in accordance with Section 18.3 herein, specific performance may be sought by way of special action filed in superior court seeking an injunction ordering the Party to perform its obligations under this Agreement. The Parties agree not to raise as a defense the position that there is an "adequate remedy at law." The Parties hereby stipulate and consent to the jurisdiction of the superior court in any such special action.

14. Amendment.

14.1. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the Parties.

14.2. This Agreement, including Exhibit A, may be amended by one of the following two procedures:

14.2.1. RWC-Legislative Procedure. A proposed amendment to this Agreement, including Exhibit A, shall be submitted for approval to the Regional Wireless Cooperative's Board of Directors. Upon approval of the Board of Directors, each Party shall take appropriate steps in conformity with state and local law to authorize and approve the proposed amendment.

14.2.2. Formal Addendum Procedure. A proposed amendment to this Agreement, including Exhibit A, shall be presented to each Party in the form of an addendum, and, if approved by the Board of Directors, each Party will take appropriate steps in conformity with state and local law to authorize and approve the amendment.

14.3. Each Party shall file a copy of the appropriate resolution, ordinance or other recorded action by which its legislative or governing body approved the amendment with the Executive Director of the Regional Wireless Cooperative.

15. Existing and Future Agreements.

15.1. The Parties agree that the provisions of this Agreement shall be incorporated in any existing or future subcontracts between the Parties and any other person, political subdivision or public agency that contracts with the Parties to make use of the Network.

15.2. The Parties agree that they will not enter into subcontracts for the use of the Network without the prior approval of the Board of Directors, which shall have the authority to review the subcontracts for conformity with the rights and obligations set forth in this Agreement.

15.3. The Parties agree that this Agreement is a modification of all existing agreements between the Parties in regard to the Network. In the event of any conflict, inconsistency, or incongruity between the provisions of this Agreement and any of the provisions of any previous agreement between the Parties, the provisions of this Agreement shall in all respects govern and control.

15.4. Nothing in this Agreement shall be construed or interpreted:

15.4.1. To supersede prior existing mutual aid agreements or radio support agreements between or among the Parties.

15.4.2. To prohibit a Party from entering into separate agreements after the Effective Date of this Agreement concerning real estate, buildings and structures, and towers

that the Party owns, leases, or licenses and that the Party authorizes and allows the Regional Wireless Cooperative to use as part of the Network, provided the separate agreements are consistent with this Agreement and compatible with the Regional Wireless Cooperative's use of the property for the Network.

15.4.3. To supersede prior existing agreements concerning real estate, buildings and structures, and towers that the Party owns, leases, or licenses and that the Party authorizes and allows the Regional Wireless Cooperative to use as part of the Network.

15.5. This Agreement is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit or interest in this Agreement. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, obligation, or undertaking established under this Agreement.

16. Notices.

16.1. Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing unless otherwise specified herein and deposited in the U.S. mail, postage prepaid, registered or certified mail, return receipt requested.

16.2. Notice shall be deemed received five (5) days after the Notice is deposited in the U.S. mail as provided above. Any time period stated in a Notice shall be computed from the time the Notice is deemed received.

16.3. Any Party may change its mailing address or the person to receive Notice by notifying the other Parties as provided in this section. Routine notices shall be sent as provided in this Agreement.

17. Default And Cure..

17.1. Each Party agrees that it will perform all duties and obligations agreed to be performed by it under the terms and conditions of this Agreement, and that the unexcused failure of the Party to perform its duties and obligations shall constitute a default under this Agreement. In the event of a payment default by a Party, the Executive Director shall give written notice of the default, specifying the existence and the nature of the default. The defaulting Party shall have ten (10) days to remedy the default by making due payment. In the event of any performance default by a Party, the Executive Director shall give written notice of the default, specifying the existence and the nature of the default. The defaulting Party shall have thirty (30) days to remedy the default by rendering the necessary performance. In the event that the defaulting Party disputes an asserted default, the Party shall perform the disputed obligation, including making payment, but may do so under protest. The protest shall be in writing, and shall precede the performance of the disputed obligation, and shall specify the reasons upon which the protest is based. After performance of the disputed obligation under protest, the Party disputing the asserted default shall have

the right to submit the dispute to the Regional Wireless Cooperative's Board of Directors for a recommendation on a non-binding resolution under paragraph 18.

17.2. Notwithstanding the provisions of paragraph 17.1, in the event a Member disputes an amount billed, it shall do so in writing to the Executive Director within forty-five (45) days after the invoice date. The Member shall pay the disputed amount, but may do so under protest. The protest shall be in writing, and shall accompany the disputed payment if not previously paid and shall specify the reason upon which the protest is based. After the protest has been filed and the disputed amount has been paid, the dispute shall be handled in accordance with the dispute resolution process specified in paragraph 18. Payments not made under protest shall be deemed to be correct. If a protest is not filed within forty-five (45) days of the invoice date, the Member waives its right to file a protest.

17.3. If a party fails to cure a default within the time frames specified in 17.1, that party will no longer be in "Good Standing," as defined in Exhibit A, and shall lose voting privileges as specified in paragraph 3.2.1.3 of Exhibit A. If the Party is still in default after six consecutive months, the Board of Directors has the right to define additional cures up to and including expulsion from the RWC.

18. <u>Alternative Dispute Resolution.</u>

18.1. If any dispute, complaint or controversy, including a protest made pursuant to paragraph 17.1 or 17.2, ("dispute") arises between or among the Parties under this Agreement, the Parties agree that the dispute shall be brought to the Regional Wireless Cooperative's Board of Directors for non-binding dispute resolution. The Board of Directors shall establish appropriate and prompt procedures to govern the processing of complaints and the internal dispute resolution process. If a Party disagrees with the Board of Directors' recommendation, the Party may pursue the remedies otherwise provided for in this Agreement or provided at law.

18.2. The Parties agree that notwithstanding the existence of a dispute between or among the Parties, insofar as is possible under the terms of this Agreement, each Party shall continue to perform the obligations that are required of it and that are not related to the dispute. The Parties agree that at any point in the internal dispute resolution process, the Board of Directors may adopt and impose an interim emergency remedy to ensure the continuation of essential communication services until the dispute is resolved.

18.3. This Agreement shall not be construed or interpreted to prohibit a Party from seeking injunctive relief for the preservation of property.

18.4. In the event a dispute is not resolved pursuant to paragraph 18.1, the Parties agree to use arbitration to the extent required under A.R.S. § 12-133 and A.R.S. § 12-1518.

19. <u>Waiver</u>. The waiver by any Party of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition or any subsequent

breach of the same or any other term, covenant or condition of this Agreement.

20. Performance and Uncontrollable Events.

20.1. All terms and conditions that are to be performed by the Parties or any of the Parties shall be performed at the sole expense of the Party so obligated, and if any other Party pays any sum of money or does any act that requires the payment of money by reason of the failure, neglect or refusal of the obligated Party to perform such term or condition, the sum of money paid by the other Party shall immediately be payable to the other Party by the Party obligated to perform.

20.2. No Party shall be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.

20.3. If any Party claims that its failure to perform was due to an uncontrollable event, the Party shall bear the burden of proof that such activity was within the meaning and intent of this section, if such claim is disputed by any Party to this Agreement.

21. Assignment and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No assignment shall be allowed without the prior written consent of the Board.

22. Entire Agreement. This Agreement, including Exhibit A, contains the entire agreement and understanding among the parties regarding the formation, governance and operations of the Regional Wireless Cooperative, and supersedes and replaces all related prior negotiations, agreements and proposed agreements, written or oral regarding its contents and purpose. Each Party acknowledges that no other Party, nor any agent or attorney of any Party, has made any promise, representation, or warranty whatsoever, expressed or implied, not contained in this Agreement and acknowledges that this Agreement has not been executed in reliance on any promise, representation or warranty not contained in this Agreement. This Agreement shall not be amended, modified or supplemented at any time unless in writing.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision therefore

shall be instituted only in the courts of Maricopa County, Arizona.

24. Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the Parties to obtain the practical benefits of the Network. If any law or court of competent jurisdiction prohibits or excuses any Party from undertaking any contractual commitment to perform any act under this Agreement, this Agreement shall remain in full force and effect, but the provisions requiring such action shall be deemed to permit the Party to take such action at its discretion, if such a construction is permitted by law. This section shall not limit the discretion of the Parties to suspend a Party's right to vote and participate in the affairs of the Regional Wireless Cooperative as provided in section 8, entitled Failure To Pay Financial Obligation.

25. Headings. Section headings are inserted in this Agreement solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this Agreement.

26. Counterparts. This Agreement, which includes Exhibit A, "Regional Wireless Cooperative Governance Document," may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

For _____
City/Town/Agency Name

Date _____

By _____
(Signature)

_____
Printed Name and Title

ATTEST:

_____
(Signature)

_____
Printed Name and Title

APPROVED AS TO FORM and within the powers and authority granted under the laws of Arizona to the

_____
City/Town/Fire District

_____
(Signature)

_____
Printed Name and Title

EXHIBIT A
REGIONAL WIRELESS COOPERATIVE
GOVERNANCE DOCUMENT

TABLE OF CONTENTS

DEFINITIONS 2
MANAGING MEMBERS 5
- **Network Managing Member** 5
- **Administrative Managing Member** 6

RWC STRUCTURE 6
- **Radio Network Membership and Participants** 7
  - **Members** 7
  - **Associates** 7
  - **Interoperability Participants** 7
  - **Conditional Participants** 7
  - **Member Admission** 8
- **Radio Network Membership and Participants** 9
  - **Board of Directors** 9
  - **Executive Committee** 12
  - **Executive Director** 13
  - **Operations Committee** 14

FINANCIAL MANAGEMENT 15
- **Budget and Financial Reporting** 15
  - **Preliminary Budget** 15
  - **Five-Year Financial Forecast** 15
  - **Fund Balance Report** 15
  - **Activity Statements** 16
  - **Year-end Expenditure Reporting** 16
- **Funding** 16
  - **Annual Membership Fee** 17
  - **Special Assessments** 20
  - **Grants** 21
- **Members' Equity** 21
- **Annual Audit** 22

RWC ASSETS 22
INSURANCE 23
- **Real Property** 23
- **Personal Property** 23
- **Liability Insurance** 23
- **Insurance Programs** 23

SERVICES 24
- **Programming and Reprogramming** 24
- **Encryption** 24
- **Network Management** 24
- **Interoperability** 24
- **Training** 24

PERFORMANCE AND OPERATION 24
MAINTENANCE 25
- **Maintenance Plans Intra/Inter Agency** 25
- **Responsibility for Repair of Subscriber Units** 25

EXHIBIT A
REGIONAL WIRELESS COOPERATIVE
GOVERNANCE DOCUMENT

1. DEFINITIONS

In this agreement, unless the context otherwise requires, the following terms mean:

Term	Definition
Administrative Managing Member	**The Managing Member responsible for the administration and financial management of the RWC.**
Alternate Representative	**A person designated by a Member to serve as an alternate for a Member's Representative and to have the authority specified in this Agreement.**
Annual Membership Fee	**Fee paid by all Members to cover the cost of RWC Administrative Services, Network Operations and Maintenance Services, and Network Infrastructure Replacement and Enhancement Projects.**
Associate	**A non-member entity that is authorized by the Board of Directors to use the Network to support an existing Member.**
Board of Directors	**The ruling body of the RWC that is comprised of one representative from each Member.**
Conditional Participant	**A non-member entity authorized by the Board of Directors to temporarily use the Network for special events, tactical situations or emergency circumstances.**
Executive Committee	**The RWC committee responsible for evaluating all RWC proposals and recommendations prior to submission to the Board of Directors.**
Executive Director	**The chief administrative officer responsible for coordination of RWC and Network activities.**
Fiscal Year	**The twelve (12) month accounting period for budgeting and expenditure reporting that commences on the first day of July and ends on the thirtieth day of June.**
Good Standing	**A Member who attends at least one Board meeting per twelve (12) month period, is current in all fees owed to the RWC, and whose vote is not suspended because the Party is relieved from payment as a matter of law.**
Impact Assessment	**The evaluation method used to identify the Network modifications and capital investment needed to add a new Member or change how an existing Member uses the Network.**

Infrastructure Replacement and Enhancement Fund	**The fund of monies set aside from the Annual Membership Fee to fund capital replacements, enhancements, and construction of the Network.**
Interoperability	**An essential communication link within Public Safety and Public Service wireless communications systems which permits units from two or more different agencies to interact with one another and to exchange information according to a prescribed method in order to achieve predictable results, as defined by the Public Safety Wireless Advisory Committee in a 1996 report to the FCC and NTIA.**
Interoperability Participant	**A non-Member entity authorized by the Board of Directors to use the Network for the purpose of participating in intermittent interoperable situations or circumstances.**
Maintenance Manager	**A Member or vendor responsible for providing maintenance for some portion of the Network.**
Member	**Any entity that executes and becomes a party to the Intergovernmental Agreement to plan, design, construct, operate, maintain, and finance the RWC Network.**
Network	**The Public Safety and Public Service communications system that is planned, designed, constructed, operated, maintained, and financed by the RWC, including all real estate, real property and personal property that is purchased or licensed by the RWC or owned or licensed by a Member, and the radio system originally built by the City of Phoenix known as PRWN.**
Network Infrastructure Replacement and Enhancement Projects	**Projects approved by the Board of Directors to replace, expand, or enhance the Network infrastructure funded through the Annual Membership Fee.**
Network Managing Member	**The Member or Members who are responsible for the day to day operations of the Network.**
Network Maintenance Services	**Services provided to the RWC by a Maintenance Manager to ensure physical operation of all or some portion of the Network.**
Network Operations Services	**Services provided to the RWC by a Network Managing Member to ensure optimal operation of the Network.**

Numerical Vote	**A vote by Members of the Board of Directors voting on the basis of one vote per Member.**
Operations Working Group	**A staff working group consisting of representatives of the Members that is assembled by the Executive Director to address Network operational issues.**
Parties	**All Members collectively.**
Party	**Any Member individually.**
PRWN	**The portion of the combined Network built by the City of Phoenix and known as the Phoenix Regional Wireless Network.**
Public Safety	**All federal, state, local, and Indian community law enforcement, fire service, emergency management and disaster preparedness agencies.**
Public Service	**All public works, transportation, and other agencies whose primary responsibility is providing residents with services other than Public Safety services.**
Regional Wireless Cooperative	**The unincorporated association that was formed by the Parties to jointly and cooperatively plan, design, construct, operate, maintain, and finance the Network.**
Representative	**The person designated by a Member to act on behalf of the Member on all matters concerning the RWC.**
RWC Administrative Services	**Services provided to the RWC by the Administrative Managing Member and the Executive Director in the areas of organizational management, accounting and budget, procurement and contracting, legal and all other duties as assigned by the Board of Directors.**
Special Assessment	**Fee assessed by the Board of Directors to pay the cost of unplanned projects such as disaster recovery, the use of the Network by an Interoperability or Conditional Participant, or system changes or expansions not previously included in the budget. Special Assessments may be charged proportionately or individually and need not be equal among Members.**
Subscriber Unit	**A voice or data unit in use on the Network (e.g., operating portable, mobile, control station or console). Subscriber Unit shall include a cache radio and a spare radio that has been assigned a valid system ID.**

Subscriber Units	**The total number of Subscriber Units in use on the Network.**
Talkgroup	**A defined organizational grouping of radio users who need to communicate with one another.**
Weighted Vote	**A vote by Members of the Board of Directors voting on the basis of weight according to share of total Subscriber Units as more fully described in Section 3.2.1.3.2.**

2. MANAGING MEMBERS

The City of Phoenix ("Phoenix") shall serve as the Maintenance Manager and Network Managing Member responsible for the day-to-day operations and maintenance of the Network. Phoenix shall also serve as the Administrative Managing Member responsible for the day-to-day management of the RWC organization and finances. The RWC may change and/or designate additional Maintenance Managers to maintain specific portions of the Network as appropriate. The RWC may change and/or designate additional Network Managing Members as the Network architecture changes to include specialized components such as county, state or federal sub-systems. Maintenance Managers and Administrative and Network Managing Members will be reimbursed by the RWC Membership for all costs incurred as a result of performing their respective responsibilities. Management of construction projects and infrastructure added subsequent to this Agreement shall be determined by the Board of Directors.

2.1. Network Managing Member

A Network Managing Member shall have the following duties:

2.1.1. Manage and allocate Subscriber Unit identifications and priorities.

2.1.2. Manage and allocate Talkgroup identifications and priorities.

2.1.3. Collect and report statistical data of Network utilization.

2.1.4. Maintain, optimize, and backup Network databases.

2.1.5. Operate and maintain the Network and perform any necessary inspections.

2.1.6. Identify, track, and resolve Network problems.

2.1.7. Establish and maintain a disaster recovery plan.

2.1.8. Perform frequency management functions and hold licenses for RWC frequencies issued by the FCC.

2.1.9. Implement Board of Directors' policies and procedures.

2.1.10. Provide the support staff necessary to perform Network managing duties.

2.1.11. Inform the Executive and Operations Working Groups of Network issues.

2.1.12. Perform all other duties as assigned by the Board of Directors.

2.2. Administrative Managing Member

As the Administrative Managing Member, Phoenix shall have the following powers and duties:

2.2.1. Appoint an Executive Director, subject to the approval of the Board of Directors.

2.2.2. Establish and maintain an accounting and budget system.

2.2.3. Collect and disburse monies.

2.2.4. Procure general goods and services and professional services for the RWC.

2.2.5. Contract with other federal, state, and local agencies as required to carry out the purposes of the RWC.

2.2.6. Serve as the contracting authority for the RWC.

2.2.7. Apply for and, if awarded, accept grants and gifts on behalf of the RWC.

2.2.8. Maintain inventory of all assets owned by and/or used on behalf of the RWC.

2.2.9. Provide reports as required by the Board of Directors.

2.2.10. Perform all other duties as assigned by the Board of Directors.

2.3. Maintenance Manager

A Maintenance Manager shall have the following duties:

2.3.1. Maintain that portion of the Network assigned by the Regional Wireless Cooperative.

2.3.2. Comply with all policies and procedures established by the Regional Wireless Cooperative.

2.3.3. Provide reports as required by the Board of Directors.

2.3.4. Support the Administrative Managing Member and Network Managing Members with information required to develop and manage budgets, inventory and maintenance history.

3. RWC STRUCTURE -

EXHIBIT A
REGIONAL WIRELESS COOPERATIVE
GOVERNANCE DOCUMENT

The RWC structure for use, operations, maintenance and enhancement to the Network is defined as follows:

3.1. Radio Network Membership and Participants

The various categories of Membership shall be as follows:

3.1.1. Members

The RWC Membership shall be composed of the initial Members and any other entity that is admitted in accordance with Section 3.1.5 of this Agreement. Entity means any city, town, county, state, Indian nation, fire district or other separately constituted public entity. A municipal, county or state agency, department, or division does not constitute a separate entity for Membership purposes. A municipal, county or state agency, department, or division shall be represented by its corresponding city, town, county, state, Indian nation, or separate entity. Each city, town, county, state, Indian nation, fire district or separate entity shall constitute one member of the RWC.

3.1.2. Associates

An entity may become an RWC Associate if the entity: (1) is under contract to a Member that uses the Network to provide public safety or public services and is authorized by the Board of Directors to use the Network to support the contracted activities, or periodically supports public safety services with an existing Member; and (2) is compliant with the conditions as set forth by the Board of Directors. Associates have no RWC voting rights or representation on the Board of Directors or the Executive Committee, but may have a representative on the Operations Working Group. Unless directed otherwise by the Board of Directors, fees or costs and weighted votes connected with an Associate's use of the Network shall be assessed to the Member supported by the Associate.

3.1.3. Interoperability Participants

If authorized, and subject to the conditions imposed by the Board of Directors, an Interoperability Participant may use the Network to support existing Members with intermittent interoperable situations. Interoperability Participants shall have no RWC voting rights or representation on the Board of Directors, Executive Committee or Operations Working Group. Unless directed otherwise by the Board of Directors, no fees and costs or weighted votes will be assessed to Interoperability Participants.

3.1.4. Conditional Participants

A non-Member entity may use the Network on a temporary basis for special events, tactical situations or emergency circumstances in support of an existing Member, if authorized by the Board of Directors. Conditional Participants have no RWC voting rights or representation on the Board of Directors, Executive Committee or Operations Working Group. Unless directed otherwise by the Board of Directors, no fees and costs or weighted votes will be assessed to

Conditional Participants. In an emergency the Executive Director may authorize the addition of a Conditional Participant, but continuation of the Conditional Participant must be approved or disapproved by the Board of Directors at their next meeting.

3.1.5. Member Admission

Any entity in the Network service and expansion area, as defined by the Board of Directors, may apply for Membership. An applicant shall be admitted as a Member upon occurrence of all the following events:

- Applicant submits a written request for RWC membership to the Board of Directors;
- Board of Directors approves applicant's written request;
- Applicant enters into an agreement with the RWC that specifies the fees and costs the applicant shall pay to the RWC pursuant to Section 4 of this Agreement;
- Applicant meets all conditions imposed by the Board of Directors; and
- Applicant executes and becomes a party to this Agreement.

3.1.5.1. Evaluation Factors

The Board of Directors has the sole and absolute discretion to either summarily deny or consider applicants for Membership status. If the Board of Directors elects to consider an application, the RWC will conduct an Impact Assessment to determine costs, risks and benefits to the RWC. The applicant shall pay the cost of the Impact Assessment prior to commencement of the analysis.

After completion of the Impact Assessment, the Executive Director, at the direction of the Operations Working Group, will develop a written recommendation, complete with financial and Network operational impact statements, for Executive Committee review and Board of Directors approval.

The RWC shall evaluate all requests giving the highest priority to maintaining service for public safety. The RWC shall not admit non-public-safety entities if such admittance would compromise the performance of the radio system in addressing public safety. The RWC will evaluate requests for new membership using the following factors:

- Impact on Network Radio Frequency (RF) coverage;
- Impact on the Network Grade of Service (GOS);
- Interoperability requirements (e.g., extent of wide area roaming for both the existing and new members);

- Need for additional infrastructure;
- Regulatory constraints;
- Applicant's infrastructure;
- Applicant's user needs assessment;
- Backhaul availability;
- Cost impacts;
- Impact on current operations;
- Roaming impact on existing Members;
- Benefits to the RWC to admit the applicant; and

Additional factors as determined by the RWC.

3.2. RWC Organization

The RWC organization shall have a Board of Directors, Executive Committee, and an Executive Director. An organization chart of the RWC is attached as Exhibit B.

3.2.1. Board of Directors

The Board of Directors shall set RWC policy, establish funding, approve membership, and exercise any other authorized powers and duties. The Board of Directors shall act only by formal recorded action.

3.2.1.1.Members

The Board of Directors shall consist of the Representatives of the Members of the Regional Wireless Cooperative.

3.2.1.1.1. Representatives

Each Member is entitled to appoint one person to serve as that Member's Representative and one or more persons to serve as an Alternate Representative. The Member shall rank the Alternate Representatives in the order that they shall serve when the Representative is absent. If the Representative is not present at a meeting, then the Alternate Representative of the Member with the highest rank who is present shall act temporarily in place of the Representative and may exercise all powers of the Representative.

The Member shall notify the Executive Director in writing of the person or persons who serve as that Member's Representative or Alternate Representatives. The appointment is effective when the Executive Director receives the written notice.

The Representative or Alternate Representative(s) shall be vested with the authority to lawfully act on the Member's behalf with respect to the RWC. Each Member shall be bound by the acts of its Representative and/or Alternate Representative(s), and the RWC may rely on the act of a Representative and/or Alternate Representative(s) the same as if such act were done by the Member.

3.2.1.1.2. Removal or Replacement of Representative

A Member may remove or replace its Representative and Alternate Representative at any time by giving written notice to the Executive Director. The removal or replacement of a Representative or Alternate Representative is effective when the Executive Director receives the notice.

3.2.1.2.Meetings

The Board of Directors' shall hold regular meetings monthly, except to the extent that, and for such periods of time as, the Board of Directors shall determine that regular meetings should be held more or less frequently.

3.2.1.2.1. Chair and Vice-Chair

The Board of Directors shall elect one of its Members as the Chair. The Chair shall be the presiding officer of the Board of Directors and shall have a voice and vote in all Board of Directors' proceedings. The Chair shall serve a two-year term. No Member shall serve two consecutive terms as Chair. The Board of Directors shall elect one of its Members as Vice-Chair, who shall execute the duties of the Chair during the absence or disability of the Chair. During the absence or disability of the Chair and Vice-Chair, the Board of Directors shall elect a presiding officer for the meeting.

3.2.1.2.2. Special Meetings

Two or more Members with approval of the Chair may call a special meeting of the Board of Directors upon a minimum of three (3) working days notice to the other Members. In the event of an emergency, a meeting may be scheduled and noticed with less than three (3) working days notice, provided that a Quorum is present and appropriate notice is given.

3.2.1.2.3. Notice and Agenda

The Executive Director shall prepare the notice, agenda, and minutes of Board of Directors' meetings. A Member may add an item to be considered by the Board of Directors to the agenda by timely notifying the Chair and the Executive Director. The Executive Director shall provide the notice and agenda of a Board of Directors' meeting to each Member with at least as much notice as is given to the public.

3.2.1.2.4. Quorum

A quorum is required to conduct business. To constitute a quorum, a majority of all Members must be present.

3.2.1.2.5. Attendance

Upon approval by the Chair, a Member may attend and participate in a meeting by teleconference or video-conference, and such attendance and participation shall have the same effect as if the Member were present in person.

3.2.1.2.6. Rules

The Board of Directors shall establish rules for its proceedings. An item not specifically covered by the rules established by the Board of Directors or by law shall be decided by the presiding officer using the latest standard edition of Robert's Rules of Order.

3.2.1.3.Voting Methodology

It is contemplated that all Members will strive to promote cooperation and the welfare of the Regional Wireless Cooperative by consensus decision making. Each Member attending a meeting of the Board of Directors is required to vote on all legal matters to be decided by the Board of Directors at that meeting. A voluntary abstention, or a vote excused by applicable federal or state conflict of interest laws shall not be counted as a vote, neither affirmative nor negative. Only Members in Good Standing are allowed to vote.

The voting rights of a Member shall be suspended for non-payment of the Member's financial obligations to the Regional Wireless Cooperative, in accordance with the IGA, Section 8, Failure to Pay Financial Obligation. If a Member's voting rights are suspended, this shall not affect the number of Weighted Votes of the other Members or the number of Weighted Votes required to decide a matter. The Weighted Votes of the Member whose voting rights have been suspended shall not be counted as being voted in favor of or against a matter.

3.2.1.3.1. Numerical Voting

All matters shall be decided by a Numerical Vote, provided that any Member may call for a Weighted Vote at any time before or after the Numerical Vote if the call for the Weighted Vote is made before adjournment of the meeting at which the Numerical Vote is taken. A Numerical Vote shall pass by the affirmative vote of a majority of the Members of the Board of Directors present and voting. In case of a tie in votes on any motion, the motion shall be considered lost. If a Weighted Vote is taken, the Numerical Vote shall have no effect unless it is in accord with the Weighted Vote.

3.2.1.3.2. Weighted Voting

Each Member of the Board of Directors shall have the number of Weighted Votes that are calculated in accordance with the following formula: Weighted Votes = 100 x (Total of

Member's Subscriber Units/Total Network Subscriber Units). The number of Weighted Votes of each Member shall be recalculated at the beginning of each quarter or whenever a new Member joins the RWC.

A Weighted Vote shall pass by both the affirmative vote of a majority of the Members of the Board of Directors voting and the affirmative vote of Members representing eighty percent (80%) of the Weighted Votes of the Members voting. If the Weighted Vote does not pass, the original Numerical Vote has no effect. A Weighted Vote shall be taken on a roll call basis.

In the event a Weighted Vote does not pass and the Board of Directors is unable to decide the matter despite further discussion and another vote or votes, any Member may call for mediation to attempt to resolve the matter.

3.2.2. Executive Committee

The Executive Committee shall review and approve all proposals and recommendations, budget and financial reports, Network performance reports, and Board of Directors meeting agendas prior to submittal to the Board of Directors. The Executive Committee shall have the authority to return proposals and recommendations back to the originator for review and revision. The Executive Committee shall identify for the Board of Directors performance issues and recommendations for Network enhancements and construction.

At least one Representative from the Executive Committee shall attend each Board of Directors meeting.

3.2.2.1.Representation

The Executive Committee shall consist of five Representatives appointed by the Board of Directors. Representatives, selected from the RWC membership, shall consist of: one (1) Police Department executive manager; one (1) Fire Department executive manager; one (1) Municipal executive manager; one (1) Chief Information Officer (or equivalent); and one (1) executive manager from a Network Managing Member. The Executive Committee shall not be comprised of Representatives from only one Member. Every two years the Board of Directors shall review the Executive Committee representation.

3.2.2.1.1. Chair

The Executive Committee shall elect one of its Representatives as Chair. The Chair shall be the presiding officer of the Executive Committee and shall serve a two-year term. The Chair shall not serve two consecutive terms.

The Executive Committee shall elect one of its Representatives as Vice-Chair. The Vice-Chair shall execute the duties of the Chair during the absence or disability of the Chair.

During the absence or disability of the Chair and Vice Chair, the Executive Committee shall elect a presiding officer for the meeting.

3.2.2.2. Meetings

The Executive Committee will conduct regularly scheduled meetings. These meetings shall be held at least once monthly prior to the Board of Directors' meeting. Two (2) or more Representatives, with the approval of the Chair, may call a special meeting of the Executive Committee upon a minimum of three (3) working days notice to the other Representatives. In the event of an emergency, a meeting may be scheduled and noticed with less than three (3) working days notice, provided that a Quorum is present and appropriate notice is given.

3.2.2.2.1. Quorum

To constitute a quorum, there shall be at least three (3) Executive Committee Representatives present.

3.2.2.2.2. Attendance

Subject to approval by the Executive Committee Chair, a Representative may attend and participate in a meeting by teleconference or video conference, and such attendance and participation shall have the same effect as if the Representative were present in person.

3.2.2.3. Voting Methodology

A quorum shall be present to conduct business. A majority vote is required to approve any action taken by the Executive Committee.

3.2.3. Executive Director

The Administrative Managing Member, subject to the approval of the Board of Directors, shall appoint an Executive Director to perform RWC administrative duties. The Executive Director will report to the Executive Committee and serve as an ex officio, non-voting member of the RWC Board of Directors, and Executive Committee. The Executive Director shall:

- Maintain contact information for all Board of Directors, Executive Committee, and working group representatives;
- Attend all meetings and coordinate efforts of the Board of Directors, Executive Committee, and Operations Working Group;
- Prepare and maintain meeting notices, agendas and minutes for the Board of Directors and Executive Committee and Operations Working Group;
- Manage the overall administrative organizational structure and staffing of the RWC;
- Assemble working groups, in addition to the Operations Working Group, as necessary to address operational and technical issues;

- Prepare and submit to the Executive Committee and the Board of Directors revenue and expenditure budgets and financial reports that follow standard accounting practices;
- Update fee schedules and provide billing and cost recovery services using standard accounting practices;
- Maintain an inventory of all Network infrastructure and real property used on behalf of the RWC;
- Provide monthly Network performance reports;
- Maintain contact information for all Members and member agencies of the Network;
- Serve as the custodian of records for the RWC and maintain this Agreement and all other records of the RWC, in accordance with the records retention and disposition schedule of the City of Phoenix;
- Create and annually update a five-year plan for approval by the Executive Committee and the Board of Directors.
- Maintain operating procedures and policies; and
- Perform other duties as directed by the Board of Directors and the Executive Committee.

3.2.4. Operations Working Group

The Operations Working Group shall be responsible for addressing Network operational issues and maintaining Board approved comprehensive policies and procedures for the operation and maintenance of the Network. The Operations Working Group shall review the RWC policies and procedures on an as needed basis, but not less than bi-annually, and shall submit necessary revisions to the Executive Director for Board of Directors' approval.

3.2.4.1. Representation

Each Member may have up to three (3) representatives ("Agency Representatives"), with one (1) Agency Representative each from a Law Enforcement Agency, Fire Services Agency and Municipal Agency. However, each Member may only have an Agency Representative from each agency for which the Member has actual users on the Network. The Agency Representatives will act as liaisons to their respective agencies and are responsible for promptly notifying the Operations Working Group of issues potentially affecting Network operations.

In addition to their respective Agency Representatives, each Network Managing Member will appoint one (1) Network Management and one (1) Maintenance Representative. The Network Management and Maintenance Representatives will provide technical expertise to assist Agency Representatives in making decisions regarding potential actions on the Network.

4. FINANCIAL MANAGEMENT

The Administrative Managing Member, under the direction of the Executive Director, shall be responsible for all financial management responsibilities including, but not limited to, fund management, budget development, rates and fees, Member billing, procurement, financial reporting, and financial audits.

4.1. Budget and Financial Reporting

The Executive Director, in cooperation with the Operations Working Group, shall prepare and present to the Executive Committee, by November of each year, a Preliminary Budget for the subsequent fiscal year, a Five-Year Financial Forecast, and Fund Balance Reports. The Preliminary Budget shall include all operational and maintenance costs, as well as planned capital costs for the upcoming year. The Five-Year Financial Forecast shall include projected revenue, operational and maintenance costs, capital costs, and fund balances for the five years following the Preliminary Budget period. All significant issues and financial assumptions influencing the preparation of these reports shall be detailed and included as a part of the presentation. After presentation to the Executive Committee, the Preliminary Budget, Five-Year Financial Forecast, Fund Balance Reports, and the presentation of significant issues and financial assumptions shall be forwarded to the Board of Directors for approval. The Board of Directors shall adopt each subsequent fiscal year's final operational and capital budget by December of the prior fiscal year. The budget approved by the Board of Directors shall be the basis for developing the Annual Membership Fees and Rate Schedule. A copy of the adopted budget shall be provided to all Members.

On a quarterly basis, each Member will receive an Activity Statement for its respective subsidiary accounts.

After the end of each fiscal year, the Executive Director shall submit to the Executive Committee and Board of Directors a summary of financial activity, including a comparison of budgeted expenditures to actual expenditures.

4.1.1. Preliminary Budget

The Preliminary Budget shall include all funding sources, operational and maintenance expenses, as well as planned capital costs for the subsequent year.

4.1.2. Five-Year Financial Forecast

The Five-Year Financial Forecast shall include projected revenues, operational and maintenance expenses, and capital costs for five years following the Preliminary Budget. The Five-Year Financial Forecast will be used to prepare future years' annual budgets.

4.1.3. Fund Balance Report

A Fund Balance Report shall be prepared for the RWC Operating Fund in addition to the Infrastructure Replacement and Expansion Fund. A Fund Balance Report shall provide a projection of annual fund balances through the period covered by the Five-Year Financial Forecast and shall include recommendations regarding the adequacy of the fund balance reserve.

4.1.4. Activity Statements

On a quarterly basis, each Member will receive an Activity Statement for its Infrastructure Replacement and Enhancement Subsidiary Account and, if applicable, its Special Revenue Fund Project(s) Subsidiary Account(s).

Quarterly activity statements for subsidiary accounts associated with the Infrastructure Replacement and Enhancement Fund and the RWC Special Revenue Fund will be prepared and forwarded to each Member for review. The statements will indicate dates and amounts of all payments made into the accounts as well as expenditures charged to the accounts. The statements will also indicated the average daily account balance, the interest rate applied, and the resulting interest earnings or expense added to the account balance.

4.1.5. Year-end Expenditure Reporting

Year-end Expenditure Reporting shall include an accounting of the actual cost of the operation, maintenance and replacement of the Network compared to budgeted expenditures and fees assessed to Members.

4.2. Funding

The Members shall fund the RWC through Annual Membership Fees, Special Assessments, and grants, as determined by the Board of Directors.

It will be the responsibility of each Member to take the appropriate steps in conformity with the state and local laws to ensure that it appropriates sufficient funds to cover its obligations assumed under this Agreement. Each Member shall encumber its share of the RWC's current year's planned costs no later than July of each fiscal year. Members will advance funds to Administrative Managing Member on a quarterly basis upon receipt of an invoice. Payment of all invoices is due forty-five (45) days from the invoice date. The Administrative Managing Member will transfer funds for its share of the RWC's quarterly planned costs to the RWC operating fund no later than forty-five (45) days after the invoice date.

A late payment charge will be assessed at the rate of one percent (1%) per month for all payments received late. If the Administrative Managing Member does not transfer its share of the cost to the RWC Operating Fund as provided herein, the Administrative Managing Member shall pay interest at the rate of one percent (1%) per month. Interest collected will be deposited into the RWC Operating Fund and be used to offset operating and maintenance costs.

In the event a Member disputes an amount billed, it shall do so in writing to the Executive Director within forty-five (45) days after the invoice date. The Member shall pay the disputed

amount, but may do so under protest. The protest shall be in writing, and shall accompany the disputed payment if not previously paid, and shall specify the reason upon which the protest is based. After the protest has been filed and the disputed amount has been paid, the dispute shall be handled in accordance with the dispute resolution terms and conditions outlined in the IGA, Section 17, Default and Cure, and Section 18, Alternative Dispute Resolution. Payments not made under protest shall be deemed to be correct. If a protest is not filed within forty-five days of the invoice date, the Member waives its right to file a protest.

If a Member withdraws from the Network, that Member shall be responsible for all unpaid fees applicable for time of the Member's Membership.

It shall be the responsibility of each Member to bill and collect from its individual users such user charges and cost recovery charges as are required in the payment of the amounts due under this Agreement.

4.2.1. Annual Membership Fee

Each Member agrees to pay an Annual Membership Fee to cover the cost of RWC Administrative Services including allocated insurance premiums, self-insurance costs, costs of claims and lawsuits, Network Operations and Maintenance Services, and Network Infrastructure Replacement and Enhancement Projects. The annual amount to be collected shall represent the Board approved operations and maintenance budget for the current fiscal year in addition to the amount approved by the Board for the subsequent year's infrastructure replacement and enhancement projects. The Annual Membership Fee shall be adjusted for any capital funding collected in previous years on behalf of capital projects included in the current fiscal year operating budget. In addition, the Annual Membership Fee shall also include the amount required to maintain the Board approved fund balance reserves in accordance with Section 4.2.1.4.1 and 4.2.1.5.1. Annual Membership Fees shall increase Members' Equity, as established under Section 4.3, only to the extent that funds are deposited in the Infrastructure Replacement and Enhancement Fund.

The cost of purchasing, maintaining and programming Subscriber Units shall be borne solely by the Member owning the Subscriber Units.

Notwithstanding the provisions of this Section 4.2.1 and Section 4.2.1.2, the Board of Directors shall have the discretion to adjust the amount a member pays as its proportionate share of the Network Operations and Maintenance Services cost if the Board of Directors finds factors or circumstances relating to the provision of operational and maintenance services are such that the formula used to determine the amount the member pays for Network Operations and Maintenance Services (i.e., an amount proportionate to its Subscriber Units in use on the Network at the time the fee is assessed) results in an unfair or inequitable assessment to that member or to the other members.

4.2.1.1. Rate Approval

The Annual Membership Fee rate shall be submitted to the Board of Directors for approval not later than one hundred twenty (120) days prior to the beginning of the fiscal year in which the proposed rates are to be in effect.

4.2.1.2. Payment Basis

The Annual Membership Fee shall be assessed and paid on a quarterly basis. Payments are due to the Administrative Managing Member in the months of July, October, January, and April of each year. The amount each Member shall pay will be proportionate to its Subscriber Units in use on the Network at the time the fee is assessed. Mid-quarter changes in Subscriber Units using the Network will not impact Members' share of costs until the beginning of the next quarter.

4.2.1.3. Interim Adjustments

If at any time during the current fiscal year, the Executive Director reasonably believes the budget used to calculate quarterly fees is grossly inaccurate, the Executive Director may present to the Executive Committee and Board of Directors a new budget. Upon approval by the Board of Directors, the new budget shall be used to recalculate the remaining quarterly fees due in that fiscal year.

If infrastructure replacement and enhancement projects are advanced or delayed, The Administrative Managing Member may propose interim changes to the quarterly Annual Membership Fee billings.

4.2.1.4. RWC Operating Fund

The portion of the Annual Membership Fee assessed and collected to cover the cost of RWC administration services, Network operations and maintenance, and to maintain the minimum RWC Operating Fund balance, shall be deposited in the RWC Operating Fund. Interest or interest expense will be applied monthly to the RWC Operating Fund based on the average daily balance during the month. The interest rate applied will be the rate earned in the Administrative Managing Member's pooled cash account. Interest earned will be used to offset operating expenses.

4.2.1.4.1. Minimum Balance

Members agree to establish and maintain an operating fund balance reserve equal to twelve and one half percent (12.5%) of yearly budgeted total operation and maintenance costs excluding capital replacement fund charges. The fund balance reserve initially will be established semiannually in the first year and maintained annually thereafter. Each Member's obligation to fund the fund balance reserve shall be proportionate to its Subscriber Units in use on the Network at the time the fee is assessed. Midyear changes in Subscriber Units will not impact a Member's share of the fund balance reserve until the beginning of the next fiscal year. The Board of Directors shall approve any increase or decrease to the fund balance reserve.

4.2.1.4.2. Year-end Settlement

After the end of each fiscal year, the Executive Director shall prepare a settlement of the RWC Operating Fund by comparing fees assessed to actual expenditures paid. If the settlement shows for any Member that actual expenditures exceeded fees assessed, the Board of Directors may authorize the Executive Director to bill the applicable Member for an amount sufficient to cover the shortage. If the settlement shows for any Member that expenditures are less than the fees assessed, the unused fees shall be used to reduce the applicable Member's next quarterly Annual Membership Fee payment.

Amounts owed by or to the Administrative Managing Member as a result of the annual year-end settlement will accrue interest based on the earnings rate in Administrative Managing Member's pooled cash account until the appropriate funds are distributed or paid. Amounts owed by or to the Administrative Managing Member as result of the year-end settlement will be distributable within forty-five (45) days of the acceptance of the annual audit report by the Board of Directors.

4.2.1.5. Infrastructure Replacement and Enhancement Fund

The portion of the Annual Membership Fee assessed and collected to cover Board approved infrastructure replacements and enhancements and to maintain the minimum Infrastructure Replacement and Enhancement Fund balance shall be deposited into the Infrastructure Replacement and Enhancement Fund. Subsidiary records for each Member will be maintained. Interest or interest expense will be applied monthly to each subsidiary account based on the average daily balance during the month. The interest rate applied will be the rate earned in the Administrative Managing Member's pooled cash account.

4.2.1.5.1. Minimum Balance

The Members agree to establish the Infrastructure Replacement and Enhancement Fund balance reserve. Each year, the Board of Directors shall establish the Minimum Balance for the Infrastructure Replacement and Enhancement Fund by September 30th, for the following fiscal year. Each Member's obligation to fund the fund balance reserve shall be proportionate to its Subscriber Units in use on the Network at the time the fee is assessed. The Board of Directors shall approve any increase or decrease to the fund balance reserve.

4.2.1.5.2. Approved Uses

The Infrastructure Replacement and Enhancement Fund shall be used only for infrastructure replacements and enhancements approved by the Board of Directors except in the event of a major failure, disaster or force majeure event that necessitates immediate action to restore the Network to operating condition. In such cases, the Executive Director is authorized to withdraw funds. Funds withdrawn under these circumstances shall be reported to the Members at the next Board of Directors meeting for after the fact approval and special assessment, if necessary.

Members agree that expenditures against the Infrastructure Replacement and Enhancement Fund shall not be authorized if they will cause the fund to be in a deficit position at any point in time.

If the Infrastructure Replacement and Enhancement Fund is negative at the end of any month, the Administrative Managing Member will immediately bill each Member for an amount sufficient to cover the shortage and to re-establish the required deposit amount. These bills will be faxed to each Member and payments for these billings must be received by the Administrative Managing Member within thirty (30) working days. In such an event, the Administrative Managing Member will re-evaluate the approved budget for the remainder of the year to determine if the quarterly billings should be adjusted.

4.2.2. Special Assessments

The Board of Directors may assess other fees on an as-needed basis to pay the costs of unplanned projects such as disaster recovery, certain extraordinary claims or lawsuits, the use of the Network by an Interoperability or Conditional Participant, or to pay the costs of special projects or system changes and/or expansions not previously included in the budget. Such changes may not benefit all Members in a reasonably proportionate manner. Fees may be assessed proportionately or individually, as approved by the Board of Directors, and need not be equal among Members. Fees collected as a special assessment shall be deposited into a special revenue fund.

4.2.2.1. RWC Special Revenue Fund

The RWC Special Revenue Fund shall only be used to pay the costs of the projects for which a Special Assessment has been imposed. Subsidiary records for each project will be maintained. Interest will be applied monthly to each project's account based on the average daily balance during the month. The interest rate applied will be the rate earned in the Administrative Managing Member pooled cash account. Interest earned will remain in the project account to finance ongoing expenses associated with the project.

4.2.2.1.1. Settlements

After the project is completed and all related debts have been paid, the Administrative Managing Member shall prepare a reconciliation of the project's subsidiary account by comparing fees assessed and paid to actual expenditures paid. If the reconciliation shows actual expenditures exceeded fees assessed and paid, the Administrative Managing Member will bill the applicable Member(s) for an amount sufficient to cover the shortage. If the reconciliation shows expenditures are less than the fees assessed and paid, the unused fees shall be either refunded or applied as a credit to the applicable Member(s) account(s). When more than one Member is funding a project, billings and refunds will be sent to each Member in accordance with the Board approved funding plan for the project.

4.2.2.2. Applicant Impact Assessment

Each entity considered for membership shall pay a Special Assessment to cover the cost of developing an Impact Assessment that will address the effect of the request on the existing infrastructure and Members. The Special Assessment shall be paid prior to commencement of the Impact Assessment study.

4.2.2.3. New Member

Each new Member to the RWC shall pay a Special Assessment equal to the full cost associated with providing services to the new Member. The amount to be paid will include the cost to provide service to the new Member's Subscriber Units, any investment in Network infrastructure necessary to increase Network capacity, and other costs deemed necessary to ensure existing Members receive the same services and benefits they received before the new Member joined the Network. The Special Assessment shall be paid in accordance with the terms and conditions established by the Board of Directors as part of the membership agreement. If the infrastructure that must be purchased for such capacity could ultimately be used to handle additional Subscriber Units beyond the amount requested by the new Member, the new Member may enter into a capacity agreement that provides for reimbursement of a portion of these costs, if and when additional Subscriber Units are brought onto the Network.

4.2.2.4. Existing Member Capacity and Coverage Upgrade

A request from an existing Member expected to impact the Network coverage, capacity and/or performance of other Members will require the existing Member to pay a Special Assessment to cover the cost of an Impact Assessment to determine the impact of the request on the existing infrastructure and Members. Requests requiring a Special Assessment shall include, but are not limited to, requests to increase the number of Subscriber Units, Talkgroups, roaming profiles, or coverage individually or cumulatively, by more than ten percent (10%). The Impact Assessment shall determine the cost and benefits of the request and assess the impact on the existing infrastructure including, but not limited to, controllers, base stations, facility capacity, traffic capacity, roaming capacity, microwave/fiber capacity, and overall coverage. The Operations Working Group shall consider such requests upon payment of the Special Assessment and forward their recommendation to the Executive Committee for review and Board of Directors for approval.

4.2.3. Grants

Acceptance and use of grant funds is at the discretion and approval of the Board of Directors. Grant funds acquired on behalf of the RWC will be used to reduce costs for the project for which the grant was applied. The application for or the award of a grant shall not relieve a Member of its obligation to pay, within forty-five (45) days of the invoice date, costs billed in accordance with this Agreement. Grant funds will be credited to each Member in proportion to the amount of funding each Member contributed towards the grant project, as grant funds are received. Grant funds credited to a Member will increase the Members' equity pursuant to Section 4.3 of this Agreement.

4.3. Members' Equity

The Members' equity shall equal the total amount invested in the Network by all Members, excluding investments made for real estate, real property, and other property defined in section 5 of this Agreement, that will continue to be owned by individual Members. A Member's proportionate share of the Members' Equity shall be based on that Member's investments

expressed as a percentage of the Members' total equity. Members' equity in the RWC will be recalculated when:

- A new member joins the RWC;
- A major enhancement or expansion is completed;
- At fiscal year-end after each Member's payments into the Infrastructure Replacement and Enhancement Fund are applied, actual expenditures are allocated against each Member's account, and interest is applied to each Member's cash balance.

If a Member brings assets to the RWC and the Board of Directors accepts the assets on behalf of the RWC, the Members' equity will increase and the Member bringing the assets into the RWC will acquire that equity.

4.4. Annual Audit

An independent audit of RWC financial records will be conducted annually. The Board of Directors shall determine the scope of work of the independent annual financial audit.

5. RWC ASSETS

Each Member shall retain any and all right, title and interest in real estate, real property and fixtures thereto, including without limitation real estate, buildings, structures, towers, and generators that the Member owns, leases or licenses and that the Member authorizes or allows the Regional Wireless Cooperative to use as part of the Network.

Each Member is responsible for and shall bear the cost of maintaining its real estate and real property, including fixtures thereto, that are made part of the Network, to the extent necessary to maintain the operational integrity and capacity necessary to operate the Network. Each Member agrees that it will make all arrangements necessary to allow the Managing Members reasonable access to that Member's real estate, buildings, structures, towers and other facilities that are part of the Network for the purposes of inspecting, operating, and maintaining the Network. Prior to exercising the right of inspection provided by this paragraph, the Managing Member shall give the Member whose property is to be inspected reasonable notice under the circumstances then existing.

Any and all real estate and real property that is purchased by and on behalf of the Regional Wireless Cooperative shall be held jointly and owned in common by the Members, with each Member's ownership interest in RWC real estate and real property proportionate to that Member's share of the investment in the property.

Any and all personal property, including equipment, hardware and software, that is owned by a Member and brought into the Network, or that is purchased by and on behalf of the RWC, shall be held jointly and owned in common by the Members with each Member's ownership interest in the RWC personal property proportionate to the amount each Member invested in the

property.

The Board of Directors shall approve the sale or disposal of any Network assets. In the event of a sale, the Members shall share in the proceeds, considerations or benefits from the sale in proportion to Members' equity in place at the time of sale.

Each Member agrees that as part of its obligations and commitments in support of the Regional Wireless Cooperative, that it will not dispose of or remove from the Network, without the approval of the Board of Directors, its real estate or real property that it has initially allowed all Members to use.

The Members of the RWC agree that any real or personal property purchased for the benefit of the RWC shall be titled and held in the name of the Administrative Managing Member, even though all financially contributing Members to the purchase shall actually own a percentage share in such real or personal property.

6. INSURANCE

6.1. Real Property

Each member is responsible to insure real property, including fixtures thereto, titled in its own name.

Each member who has leased real property, including fixtures thereto, to be used in the cooperative is responsible to insure that property according to the terms of the lease.

The administrative managing member is responsible to insure real property cooperatively purchased or leased for the benefit of the RWC as directed by the board of directors.

6.2. Personal Property

The Administrative Managing Member is responsible to insure as directed by the Board of Directors all personal property brought into the network as described in Section 5 of this document, whether the personal property is titled in an individual member or cooperatively purchased on behalf of the RWC.

6.3. Liability Insurance

Each member is responsible to insure its liability assumed under the IGA Section 4.4.

The Board of Directors shall determine appropriate insurance coverage for the RWC's liability assumed under the IGA Section 4.4, in accordance with the IGA Section 4.8.

6.4. Insurance Programs

The RWC, Board of Directors, individual members and Administrative Managing Member may use any combination of insurance, excess insurance or self-insurance to satisfy the terms

of this Section 6.

7. SERVICES

The RWC will develop policies, procedures and guidelines that govern how Members, Associates, and Conditional and Interoperability Participants obtain services, whether routine or emergency, establish Talkgroups, set priorities, determine roaming/site access, use encryption, and operate on the Network. When using the Network each Member shall abide by all policies, procedures and guidelines established by the RWC and the terms and conditions of all applicable Agreements.

7.1. Programming and Reprogramming

The Network Managing Members, or a Board of Directors authorized provider, shall program or reprogram all Subscriber Units with a valid Network key. All Subscribers Units shall only be programmed or reprogrammed with valid programming templates that have been approved by the RWC. The cost of programming or re-programming Subscriber Units is the sole responsibility of each Member and is not included in the Annual Membership Fee.

7.2. Encryption

The Managing Members shall provide key management services including generation, distribution, storage, destruction and maintenance of key materials. Individual Members may be required to update key materials in Subscriber Units as directed by the RWC. The RWC may designate other agencies, such as Federal agencies, to provide key management services in special circumstances.

7.3. Network Management

The Network Managing Members shall program, maintain, and manage the Network databases in a manner that minimizes the degradation of operational performance and the loss or corruption of data. The Network Managing Members shall follow RWC established policies and procedures applicable to Network Management.

7.4. Interoperability

The RWC shall establish procedures and practices to support interoperability among all Members, Associates and Conditional and Interoperability Participants. The RWC shall follow the National Incident Management System (NIMS) protocols for interoperable communications.

7.5. Training

Each Member shall ensure that its users are properly trained prior to any use of the Network.

8. PERFORMANCE AND OPERATION

The Network is designed and implemented in accordance with design and evaluation standards for public safety systems. During the technical analysis phase for adding new Members to the Network, the RWC shall follow the RWC design criteria and evaluation standards to protect both current and future Members. The RWC shall be responsible to maintain coverage, capacity and performance in accordance with public safety needs, requirements and standards. The RWC intends to maintain the existing Network coverage and capacity requirements; however, there are no guarantees of Network reliability and availability for new Members when operating within the existing service territory. The RWC anticipates in certain situations restrictions may have to be employed to assist with capacity control during the new Member evaluation process. The nature of the restrictions will be explored and discussed with each applicant on a case-by-case basis.

9. MAINTENANCE

9.1. Maintenance Plans Intra/Inter Agency

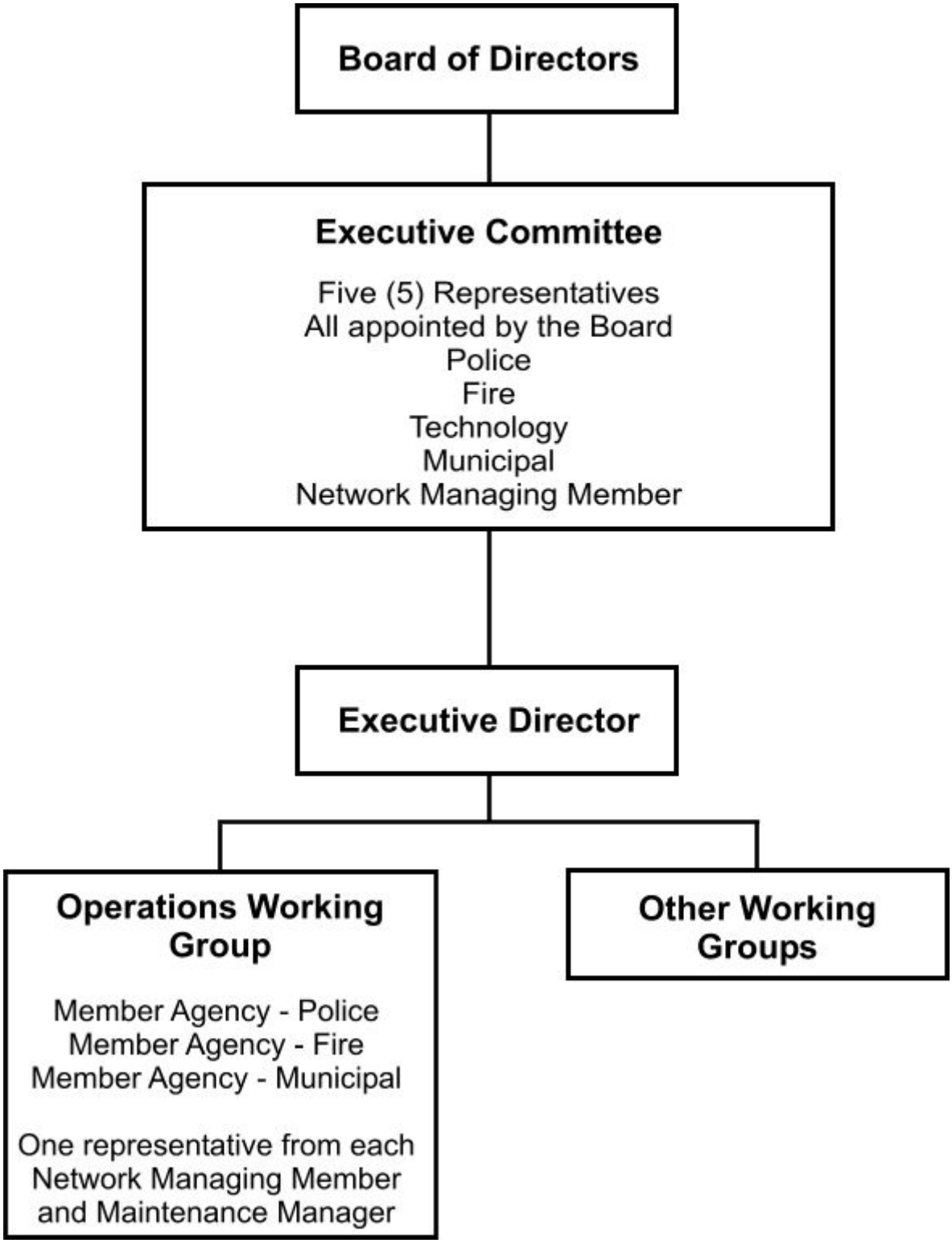
The Maintenance Managers and Network Managing Members shall provide Network maintenance in accordance with the policies, procedures, standards and responsibilities established by the RWC. The Maintenance Managers and Network Managing Members shall provide reasonable notice to Members of any scheduled or unscheduled service affecting a Member's use of the Network.

9.2. Responsibility for Repair of Subscriber Units

Each Network user is solely responsible for the maintenance and repair of its Subscriber Units. Only Members and vendors, certified by the RWC shall be used for the maintenance and repair of Subscriber Units. When maintaining and repairing Subscriber Units, authorized Members and vendors shall adhere to RWC policies and procedures including handling of Network keys, encryption keys, and configuration programming.

EXHIBIT B

RWC ORGANIZATION STRUCTURE



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
April 6, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(1) for discussion regarding the City Manager's evaluation.

ATTACHMENTS:

Click to download

No Attachments Available