CITY COUNCIL AGENDA

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

REGULAR MEETING
April 20, 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. Regular Meeting of April 6, 2009
2. Work Session of April 8, 2009
3. Work Session of April 13, 2009

b. RATIFICATION OF EMPLOYMENT CONTRACT FOR THE CITY MANAGER
Council will consider a request to ratify the existing employment contract for the City Manger, Charles McClendon, with no changes and no salary increase for the upcoming fiscal year. Council will take appropriate action.

c. LICENSE AGREEMENT WITH TRAFFIC.COM FOR INSTALLATION OF TRAFFIC SENSORS
City Council will consider a request to approve a license agreement with Traffic.com for the installation of traffic sensors and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. CONTRACT AMENDMENT - BASIC CHEMICAL SOLUTIONS, LLC.
City Council will consider a request to amend a contract with Basic Chemical Solutions, LLC for the purchase of chemicals for water treatment in an annual aggregate amount not to exceed $110,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

e. CONTRACT AMENDMENT - HILL BROTHERS CHEMICAL
City Council will consider a request to amend a contract with Hill Brothers Chemical Company to purchase chemicals for wastewater treatment in an annual aggregate amount no to exceed $147,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

f. **CONTRACT AMENDMENT - SALT WORKS**
City Council will consider a request to amend a contract with Salt Works to purchase salt for wastewater treatment in an annual amount not to exceed $20,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

g. **EMERGENCY PURCHASE OF PLC EQUIPMENT FOR THE WATER RECLAMATION FACILITY FROM ANDRITZ SEPARATION, INC.**
City Council will consider a request to approve the purchase of PLC (Programmable Logic Controller) equipment for the Water Reclamation Facility's centrifuge systems from Andritz Separation, Inc., in the amount of $65,910, plus any present or future sales, use, excise or other taxes applicable to the sale or use of the product and approve the transfer of funds from Wastewater Contingency to the Water Reclamation Facility operating budget. The Council will take appropriate action.

h. **PSA - BROWN AND CALDWELL TO PERFORM PROGRAMMING OF PROGRAMMABLE LOGIC CONTROLLER EQUIPMENT FOR THE WATER RECLAMATION FACILITY**
City Council will consider a request to approve a professional services agreement with Brown and Caldwell to perform PLC (Programmable Logic Controller) and SCADA (Supervisory Controls and Data Acquisition) integration and programming work in conjunction with the Andritz PLC upgrades for the Water Reclamation Facility's centrifuge system in an amount not to exceed $39,979, to approve the transfer of funds from Wastewater Contingency to the Water Reclamation Facility operating budget, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **CONSTRUCTION CONTRACT AWARD - VALLEYCREST LANDSCAPE DEVELOPMENT**
City Council will consider a request to award a construction contract to ValleyCrest Landscape Development for landscape work and other improvements along 99th Avenue at the intersection of McDowell Road, in the amount of $298,406.25, authorize the transfer of $140,000 from Street Fund Line Item No. 304-1089-00-8420, Van Buren-Bridge to Fairway to Street Fund Line Item No. 304-1163-00-8420, 99th Avenue at McDowell, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. **PROFESSIONAL SERVICES AGREEMENT WITH LEE ENGINEERING TO CONDUCT TRAFFIC IMPACT ANALYSIS**
City Council will consider a request to approve a Professional Services Agreement with Lee Engineering for traffic impact analysis services in an amount not to exceed $100,000 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. **RESOLUTION 2819-409 - AGREEMENT WITH MARICOPA COUNTY CRIMINAL JUSTICE DEPARTMENT - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**
City Council will consider a resolution authorizing an agreement with Maricopa County Criminal Justice Department to execute the American Recovery Reinvestment Act - Edward Byrne Memorial Justice Assistance Grant formula allocation of $47,883 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. **ORDINANCE 1363-409 - HILLCREST VILLAGE SEWER EASEMENT**
City Council will consider an ordinance accepting a sewer easement to the City along the north property line of the Hillcrest Village subdivision and east of 127th Avenue. The Council will take appropriate action.

m. **ORDINANCE 1361-409 - ACQUISITION OF PROPERTY FOR DEMOLITION UNDER THE NEIGHBORHOOD STABILIZATION PROGRAM**
City Council will consider an ordinance authorizing the acquisition of a property located at 313 E. Hill Drive (APN 500-17-85) for demolition under the Neighborhood Stabilization Program. The Council will take appropriate action.

4 PUBLIC HEARING AND RESOLUTION 2818-409 - APPROVING THE 2009-2010 ANNUAL ACTION PLAN

City Council will hold a public hearing and consider a resolution approving the 2009/2010 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD). The Annual Action Plan updates the 2006-2009 Consolidated Plan and contains recommended allocations for 2009-2010 CDBG and HOME funds. The Council will take appropriate action.

5 AGREEMENT WITH CIRCLE WEST ARCHITECTS RELATED TO THE WESTERN AVENUE BUSINESS RENOVATION GRANT PROGRAM

City Council will consider a request to approve an agreement with Circle West Architects P.C. in the amount of $45,000 to provide design and construction management services for the Western Avenue Business Renovation Grant Program. The Council will take appropriate action.

6 CONTRIBUTIONS ASSISTANCE PROGRAM

City Council will consider a request to approve the timeline for the Contributions Assistance Program, appoint a Council Subcommittee to review and recommend funding, approve a staff committee to review applications for eligibility, and approve the eligibility criteria. The Council will take appropriate action.

7 ORDINANCE 1362-409 - PRE-ANNEXATION DEVELOPMENT AGREEMENT-CARLOS O'BRIEN'S

City Council will consider an ordinance authorizing a pre-annexation development agreement with Carlos O'Brien's Scottsdale, LLC relating to approximately 17 acres of property immediately adjacent to an approximate 4.25 acre parcel to be acquired by the city, on which the city intends to construct the American Sports Center indoor recreation facility and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

8 RESOLUTION 2820-409 - PRE-ANNEXATION DEVELOPMENT AGREEMENT-LEVERTON

City Council will consider a resolution approving a pre-annexation development agreement with Leverton Investment Limited Partnership relating to approximately 42 acres of property immediately adjacent to an approximate 4.25 acre parcel to be acquired by the city, on which the city intends to construct the American Sports Center indoor recreation facility and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

9 ORDINANCE 1364-409 - ASC ANNEXATION

City Council will consider an ordinance authorizing the annexation of 78.3 acres of land generally located north of the northeast corner of Avondale Blvd. and Van Buren Street. The Council will take appropriate action.

10 FINAL PLAT FOR AVONDALE CITY CENTER PHASE I (FP-09-1)

City Council will consider a request to approve the Final plat of Avondale City Center Phase 1, dividing 77.9 gross acres into seven lots, exchanging city property, dedicating Tracts A and B for parks, right-of-way, and easements. The Council will take appropriate action.

11 APPROVAL OF PURCHASE AND SALE AGREEMENT - MORTENSEN PROPERTY

City Council will consider a request to approve a purchase and sale agreement for approximately 4.25 acres of real property generally located south of Corporate Drive, north of Van Buren Street and east of Avondale Boulevard in the amount of $1,640,000 for municipal purposes, authorize the use and transfer of contingency funds and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

12 ADJOURNMENT

Respectfully submitted,

Carmen Martinez
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-333-1200 at least 48 hours prior to the council meeting.

CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
April 20, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

1. Regular Meeting of April 6, 2009
2. Work Session of April. 8, 2009
3. Work Session of April 13, 2009

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Ratification of Employment Contract for the City Manager

MEETING DATE:
April 20, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council ratify the existing employment contract for the City Manger, Charles McClendon, with no changes and no salary increase for the upcoming fiscal year.

DISCUSSION:

The purpose of this agenda item is to request City Council ratification of the existing employment agreement for the City Manager (the "Agreement") in accordance with the performance evaluation conducted by the Council in executive session on April 6, 2009. As no concensus may be reached in executive session, the Agreement is presented for your approval as part of the public agenda.

RECOMMENDATION:

Staff recommends that the City Council ratify the existing employment contract for the City Manger, Charles McClendon, with no changes and no salary increase for the upcoming fiscal year.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
License Agreement with Traffic.com for Installation of Traffic Sensors

MEETING DATE:
April 20, 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 license agreement with Traffic.com for the installation of traffic sensors and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On March 17, 2004, Traffic.com entered into a contract with the Maricopa County Department of Transportation (MCDOT) to provide real-time and archived traffic data. This data is collected through sensors installed, owned, operated, and maintained by Traffic.com and provides real time traffic data to AZTech agencies for traffic management. The acoustic sensors collect lane-by-lane data including average speed, total volume, lane occupancy and vehicle classification. There is no video component to the installations.

In the Fall of 2007, MCDOT contacted the City regarding a project to install Intelligent Transportation System (ITS) Traffic Count Sensors along MC 85/Buckeye Road from downtown Phoenix to Goodyear.

On January 6, 2009, the City entered into a Memorandum of Understanding (MOU) with Maricopa County (acting through MCDOT) to outline a mutual understanding regarding MCDOT and the City's respective roles and obligations for the installation and operation of an ITS, integrated surveillance and the data management infrastructure equipment and services on MC 85 (approximately 2,050 feet east of Dysart Road to 75th Avenue) and Avondale Boulevard (MC 85 to I-10) .

DISCUSSION:

MCDOT and the City recognize that the Traffic Count Sensor project is part of a comprehensive effort by the County, Avondale, the City of Phoenix, and other west valley communities to enhance the capacity of MC 85 to meet regional and local transportation needs, including traffic signal synchronization. MCDOT and the City agree to continue to collaborate on the exploration and development of traffic management strategies and roadway improvements so that this critical corridor can continue to provide complementary parallel transportation facility to I-10 and serve as a vital link for the adjacent communities.

The Traffic Count Sensor project will be implemented by MCDOT's vendor Traffic.com and MCDOT will be the project manager. In accordance with the MOU, the City prepared a license agreement with Traffic.com for the sensor installation locations within Avondale. The Traffic Counts will provide real-time traffic volumes and speed data, and will be available to the City at no cost. The sensors will be placed on existing streetlight poles on MC-85 and Avondale Boulevard. Traffic.com will be responsible for submitting plans and structural analysis to the City to obtain a permit.

BUDGETARY IMPACT:

There is no budgetary impact to the City. The City will receive data collected by Traffic.com at no cost to the City.

RECOMMENDATION:

Staff recommends that the City Council approve a license agreement with Traffic.com for the installation of Traffic Sensors and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- License Agreement

When Recorded Mail To:

City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

LICENSE AGREEMENT

LICENSOR: City of Avondale, an Arizona municipal corporation (the "City")

LICENSEE: Traffic.com, Inc., a Delaware corporation (the "Licensee").

THIS LICENSE AGREEMENT (this "Agreement") is entered into April 6, 2009 (the "Effective Date"), by and between the City and Licensee for the purposes set forth below.

RECITALS

A. On March 17, 2004, the Licensee entered into a contract with the Maricopa County Department of Transportation ("MCDOT") to provide real-time and archived traffic data (Contract No. CY 2004-50, Work Order 82560, and Board of Supervisors #C-64-180-5-00; collectively, the "MCDOT Contract"). This traffic data is collected through sensors installed, owned, operated and maintained by Traffic.com and provides real time traffic data to AZTech agencies for traffic management.

B. On January 6, 2009, Maricopa County (acting through MCDOT) and the City entered into a Memorandum of Understanding (the "MOU"), as shown on Exhibit A, attached hereto and incorporated herein by reference, to outline a mutual understanding regarding MCDOT and the City's respective roles and obligations for the installation and operation of an intelligent transportation system (ITS), integrated surveillance and data management infrastructure equipment and services on MC 85 (approximately 2,050 feet east of Dysart Road to 75th Avenue) and Avondale Boulevard (MC 85 to I-10) included on Exhibit A hereto (the "Licensed Area").

C. MCDOT and the Licensee will share the real time traffic data and archived traffic data it receives from the Licensee's traffic sensors in the Licensed Area with the City for traffic management purposes.

D. City and Licensee desire to enter into this Agreement to grant to the Licensee a license (the "License") upon, over, across, in, through and under the Licensed Area, as more particularly described herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable

consideration, the receipt and sufficiency of which the City and the Licensee hereby acknowledge, the City and the Licensee hereto agree as follows:

1. Term. This term of this Agreement shall commence on the Effective Date and continue until the earlier to occur of (A) termination of the MCDOT Contract and (B) the date that is ten years after the date of execution by the City, subject to the revocation and/or termination provisions of Section 12 below.

2. Grant of License. The City grants the Licensee the right to occupy and use, for the purposes stated herein, those lands and property interests of the City in the Licensed Area only for the purpose set forth in Section 3 below.

3. Purpose. The Licensee shall use the Licensed Property for the sole purpose of construction, installation, repair, operation and maintenance of sensors on the City's streetlights to provide real time traffic and archived traffic data in the Licensed Area to the City for traffic management (the "Sensors").

4. Existing Easements and Licenses. This Agreement is subject to all existing easements, licenses and matters of record.

5. Nonexclusive Rights. This Agreement is nonexclusive and no interest whatsoever in the Licensed Area, except as specifically expressed herein, shall pass to the Licensee, its directors, officers, employees, or agents. The City, its successors and assigns, shall retain at all times a prior and superior right of access and use of the Licensed Area to accomplish all of the City's purposes and nothing in this Agreement shall be construed to deny or lessen the powers and privileges granted to City by the laws of the State of Arizona. Neither Licensee nor its agents shall interfere with the use of the Licensed Area by the City or the interest of any other individual or entity in the Licensed Area. Nothing herein shall preclude, interfere with, or prohibit the City from controlling access to, entering upon, being upon, or using the Licensed Area for any purposes whatsoever, or prohibit the City from permitting another entity to access or use the Licensed Area. The City shall not be liable to Licensee for any damage to public or private property or installations located upon the Licensed Area.

6. Permits. The City, at the City's expense, shall issue permits to the Licensee for the construction, installation, repair, operation and maintenance of Sensors in the Licensed Area.

7. Construction of Sensors.

7.1 Design and Construction Plans. Prior to construction of the Sensors (the "Construction"), Licensee shall submit to the City a detailed design plan, including the location, design drawings and specifications of the Sensors (the "Design") and Construction plan. The Design and Construction are subject to the City's review and written approval. The City will provide timely feedback to MCDOT and the Licensee regarding the Design and Construction plans. Notwithstanding the foregoing, the City's approval of the Design or Construction pursuant to the provisions of this Section does not constitute a determination that such Design and Construction are adequate for Licensee's intended purpose or comply with applicable laws or industry standards.

7.2 Standard and Specification Compliance. The Design shall incorporate applicable City standards or specifications, including but not limited to, burial depths, clearance requirements and City vehicular access provisions. The Design shall prohibit the installation of landscaping and obstructions that, in the City's sole determination, would impede the City's operations and access or cause damage to the City's property.

7.3 Licensee's Sole Expense. Licensee's construction, operation, maintenance and use of the Sensors shall be at Licensee's sole expense and shall not interfere with nor impede the City's use of the Licensed Area.

7.4 Licensee Qualifications; Applicable Safety Standards. The Licensee shall be qualified to perform, or shall contract with qualified parties to perform any construction work and shall not construct or install any improvements or fixtures, other than those specifically addressed herein, within or upon the Licensed Area. Any construction and/or modifications to the Licensed Area shall be completed and maintained in conformity with all applicable safety standards, regulations and the like, and specifically in a manner so as to avoid the creation of potentially dangerous conditions and harm to others.

7.5 Dust Abatement. The Licensee shall provide adequate dust abatement for the Construction as determined by the City.

7.6 Restoration of Licensed Area. The Licensed Area shall be restored to a condition acceptable to the City and all debris shall be removed immediately following the completion of any Construction.

7.7 As-Built Drawings. Within 30 days following the completion of any Construction, the Licensee shall submit to the City "as-built" drawings of the Sensors with specific location dimensions and, as applicable, depths of burial.

7.8 Liens; Release. Licensee is not the agent of the City and has no authority to create a lien against the City or the Licensed Area for materials or services furnished to Licensee. Licensee shall, immediately following the completion of any Construction and upon receipt of request by the City, provide the City with lien waivers or other releases satisfactory to the City to ensure that there are no mechanic's or materialmen's liens filed against the Licensed Area.

7.9 Modification or Relocation of Sensors. If, in the City's sole determination, modification or relocation of the Sensors is necessary to accommodate the operational needs or plans of the City, including, but not limited to, any major repair, modification, construction, or reconstruction of the City's existing or future property, Licensee, at Licensee's expense, shall promptly modify or relocate the Sensors upon reasonable notice from the City. The City shall not exercise its rights to require modification or relocation of the Licensee's Sensors in unreasonable or arbitrary manner.

8. Maintenance of Licensed Area. The Licensee, at Licensee's expense, shall maintain the Licensed Area and the Sensors thereon in good, sanitary and safe condition, as

conclusively determined by the City. Notwithstanding the foregoing, the City has no obligation to inspect the Licensed Area or the Sensors, nor to report the condition of same to Licensee or others.

9. City's Right to Inspect.

9.1 Inspection. The City may enter any part of the Licensed Area at all reasonable times to make an inspection thereof. Said inspection, however, is not intended nor understood to be nor constitutes more than a determination that the specifications set forth herein have been complied with by Licensee and is not an approval or ratification by the City of the quality or fitness of the Sensors.

9.2 Release City from Liability. The Licensee shall release the City from liability for all damages arising out of any delay, whether reasonable or unreasonable, or foreseeable or unforeseeable, by the City in permitting or inspecting any work on the Licensed Area. The provisions of this Section shall survive termination of this Agreement.

10. Storage and Use of Regulated Products. The Licensee shall not store or use any hazardous materials, fuels or other petroleum products, chemicals, herbicides, pesticides, fertilizers, paint or other such regulated projects on the Licensed Area without the prior written approval of the City. In the event of a spill on the Licensed Area of any authorized or unauthorized materials or products by reason of or related to the exercise of the privileges herein granted to Licensee, Licensee shall immediately notify the City and shall be responsible for the remediation of such spill and any costs associated therewith. Any remediation shall be performed in a timely manner in accordance with a plan approved by the appropriate governmental authority and reasonably acceptable to the City.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Licensee, Licensee 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 Licensee. 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 Licensee 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. Licensee'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 Licensee. Licensee 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. Licensee 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, Licensee 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 Licensee. Licensee 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, Licensee 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 Licensee'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 Licensee'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 Licensee'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 this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate reference to this Agreement 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) Licensee'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 Licensee 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. Licensee 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. Licensee shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Licensee's owned, hired and non-owned vehicles assigned to or used in the performance of the Licensee'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 Licensee engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Licensee shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Licensee, or anyone employed by the Licensee, or anyone for whose negligent acts, mistakes, errors and omissions the Licensee 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 of the Sensor installation, and the Licensee 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. Licensee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Licensee'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. Termination of the License.

12.1 Written Notice. Licensee may terminate this Agreement upon not less than 30 days' prior written notice to the City; provided, however, the provisions of this Section

relating to the Licensee's and the City's rights and obligations with respect to removal of the Sensors shall survive the termination of this Agreement.

12.2 Sensors Abandoned; Removal. If Licensee terminates this Agreement, Licensee, at Licensee's discretion and expense, shall either abandon or remove the Sensors. In the event of abandonment, the City shall have a right of first refusal to purchase the Sensors from the Licensee. In the event of termination, the Licensee shall remove the Sensors from the Licensed Area and restore the Licensed Area to a condition acceptable to the City. If Licensee fails to remove the Sensors from the Licensed Area, the Licensee shall reimburse the City for twice the cost and expense of such removal, as conclusively determined by the City, within 30 days after the City presents the Licensee a statement of such cost and expense. In addition to the indemnification provisions in Section 13 below, Licensee hereby releases the City from all claims of damages resulting to Licensee from such removal.

12.3 Reversion of Rights. This Agreement shall terminate and all rights granted hereunder shall revert to the City in the event Licensee fails to commence and complete actual or physical initial construction or installation of the Sensors provided for herein within one year from the date of this Agreement or in the event Licensee at any time abandons the use of the Sensors in the Licensed Area.

13. Indemnification. To the fullest extent permitted by law, the Licensee 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 Licensee, 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 above will in no way be construed as limiting the scope of the indemnity in this Section. The provisions of this Section shall survive termination of this Agreement.

14. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto. Licensee shall not assign this Agreement or the rights and privileges herein, in whole or in part, without prior, written consent of the City signed by the City Manager, which may be withheld for any reason and, absent such consent, any attempted assignment shall be void; provided, however, Licensee may assign or transfer this Agreement to a parent, subsidiary, or affiliate, or in connection with a corporate refinancing, upon written notice to the City of such transfer, which contains an agreement in writing by such parent, subsidiary, or affiliate to abide by the terms and conditions of this Agreement.

15. Applicable Law; Venue. In the performance of this Agreement, Licensee shall abide by and conform to any and all laws of the United States, State of Arizona and the City, 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.

16. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (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 Licensee :	Traffic.com, Inc. 425 West Randolph Avenue Chicago, Illinois 60606-1530 Facsimile: (312) 894-7050 Attn: Lawrence Kaplan, General Counsel

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.

17. Force Majeure. If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement then the obligations of both Licensee and the City, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied within a reasonable time. The term "force majeure" as employed in this

Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, interruptions by government not due to the fault of the parties, civil disturbances, explosions, or unforeseeable action or nonaction by governmental bodies in approving the applications for approvals or permits, or any material change in circumstances arising out of legislation, regulation or litigation. Nothing in this Section shall require the City or the Licensee to settle a strike.

18. 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 Licensee.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 Licensee 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.

24. 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.

25. 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.

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

[SIGNATURES ON FOLLOWING PAGES]

"**City**"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

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:

_____

"**Licensee**"

TRAFFIC.COM, INC., a Delaware corporation

By:_____

Name:_____

Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of TRAFFIC.COM, INC., a Delaware corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
LICENSE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TRAFFIC.COM, INC.

[MOU]

See following pages.

12768

MEMORANDUM OF UNDERSTANDING BETWEEN MARICOPA COUNTY AND THE CITY OF AVONDALE FOR THE INSTALLATION AND OPERATION OF AN INTELLIGENT TRANSPORTATION SYSTEM (ITS), INTEGRATED SURVEILLANCE AND DATA MANAGEMENT INFRASTRUCTURE EQUIPMENT AND SERVICES

Purpose:

This Memorandum of Understanding (**MOU**) is between the County of Maricopa, a body politic, acting through the Maricopa County Department of Transportation, (**County**) and the City of Avondale, a municipal corporation, (**Avondale**). The County and Avondale are collectively referred to as the **Partners** or individually as a **Partner**.

The purpose of this MOU is to outline a mutual understanding regarding each Partner's respective role and obligations for the installation and operation of an intelligent transportation system (ITS), integrated surveillance and data management infrastructure equipment and services.

Background:

On March 17, 2004, Traffic.com entered into a contract with the Maricopa County Department of Transportation (**MCDOT**) to provide real-time and archived traffic data (Contract No. CY 2004-50, Work Order No. 82560, and Board of Supervisors # C-64-04-180-5-00). This data is collected through sensors installed, owned, operated, and maintained by Traffic.com and provides real time traffic data to AZTech agencies for traffic management.

Project Scope:

The Partners have discussed terms and conditions for the installation and operation of an intelligent transportation system (ITS), integrated surveillance and data management infrastructure equipment and services on MC 85 (approximately 2,050 feet east of Dysart Road to 75th Avenue) and Avondale Boulevard (MC 85 to I-10) as shown on Exhibit A attached (**Project**).

The Partners recognize that the Project is part of a comprehensive effort by the County, Avondale, the City of Phoenix, and other west valley communities to enhance the capacity of MC 85 to meet regional and local transportation needs, including traffic signal synchronization. The Partners agree to continue to collaborate on the exploration and development of traffic management strategies

and roadway improvements so that this critical corridor can continue to provide a complementary parallel transportation facility to I-10 and serve as a vital link for the adjacent communities.

Responsibilities of the County:

1. Act as the Lead Agency for the Project.

2. Provide all administration and oversight responsibilities for the contract with Traffic.com.

3. Provide copies of Project plans to Avondale for review and comment.

4. Share real-time and archived traffic data generated by the Project with Avondale.

Responsibilities of Avondale:

1. Prepare an indemnity agreement or license agreement with Traffic.com for sensor installation locations within Avondale.

2. Review Project plans and provide timely feedback to Traffic.com and the County.

3. Issue no cost permits to Traffic.com as needed for the Project.

If these points are consistent with your understanding of previous discussions, please show your concurrence by signing below.

Maricopa County, a political subdivision of the State of Arizona

By: _____ 11-19-08
John B. Hauskins, P.E. Date
Transportation Director

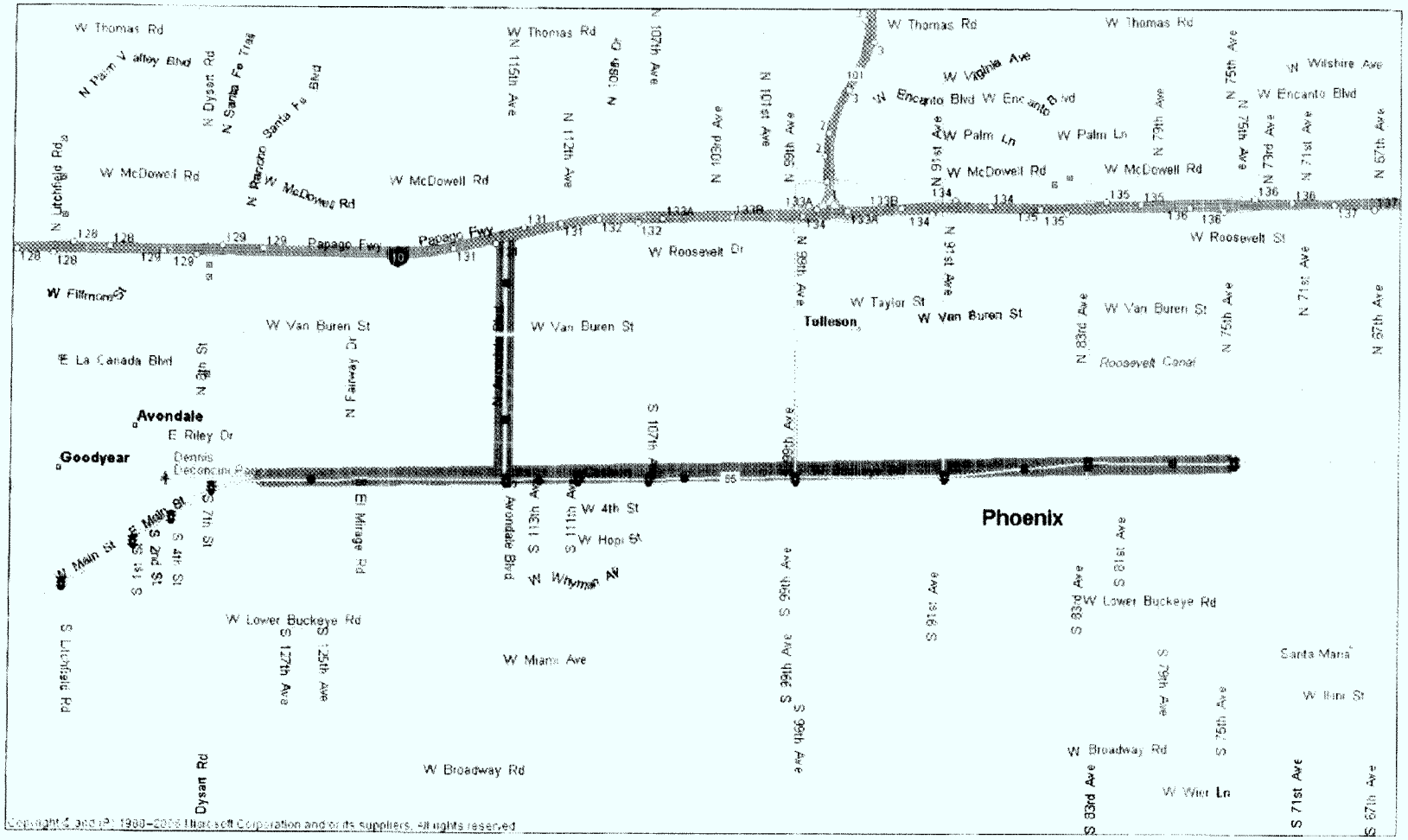
City of Avondale, an Arizona municipal corporation

By: _____ 1-06-09
Charles P. McClendon Date
City Manager

ATTEST:
Carmen Martinez
City Clerk

Exhibit A

Phoenix ITIP Project
Proposed Corridor - MC 85 and Avondale Road



CITY COUNCIL REPORT

SUBJECT:
Contract Amendment - Basic Chemical Solutions, LLC.

MEETING DATE:
April 20, 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 authorize chemical purchases for the Water Resources Department from Basic Chemical Solutions, LLC. by amending the current agreement resulting in an revised total of $110,000.00 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Sodium Bisulfite is used in dechlorination of the effluent water treated through the Water Reclamation Facility. This process is needed to meet permit requirements set by ADEQ. Sodium Hydroxide is used in the odor scrubber system where it raises the pH of the scrubber allowing for the chemical reaction needed to remove the Hydrogen Sulfide. Permit requirements set by the County require the use of Sodium Hydroxide for this use.

DISCUSSION:

The City of Avondale has secured a contract price with Basic Chemical Solutions, LLC. for the purchase of chemicals used in the wastewater treatment process. The current contract was executed in 2007 and is valid for a period of three (3) years. This amendment to the agreement will provide for the City to purchase chemicals necessary from this vendor for the duration of the extended contract period. The City of Avondale contract was competitively advertised and bid in conformance with Avondale's procurement requirements. Basic Chemical Solutions, LLC. and the City of Avondale have agreed to extend this agreement for 36 months from April 2009 through March 2012.

BUDGETARY IMPACT:

Funding is available in line item 503-9230-00-7155.

RECOMMENDATION:

Staff recommends that the City Council authorize chemical purchases for the Water Resources Department from Basic Chemical Solutions, LLC. by amending the current agreement resulting in an revised total of $110,000.00 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- BCS Amendment contract

FIRST AMENDMENT
TO
CONTRACT NO. 12390C
BETWEEN
THE CITY OF AVONDALE
AND
BASIC CHEMICAL SOLUTIONS, LLC

THIS FIRST AMENDMENT TO THE CONTRACT (this "First Amendment") is made as of April 20, 2009, between the City of Avondale, an Arizona municipal corporation (the "City"), and Basic Chemical Solutions, LLC, a New Jersey limited liability company (the "Contractor").

RECITALS

A. The City issued Invitation for Bids WR 07-013 (the "IFB") seeking bids from contractors to provide chemicals for water treatment.

B. The Contractor responded to the IFB and the City and Contractor entered into Contract No. 12390C for the provision of water treatment chemicals (the "Contract"), attached hereto as Exhibit A and incorporated by reference.

C. The City and the Contractor desire to amend the Contract to add additional provisions and to extend the term of the Contract.

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 Contractor hereby agree to amend the Contract as follows:

1. Compensation. The City shall pay the Contractor a price not to exceed an annual aggregate total of $110,000.00 for the Materials at the Billing Rates included as part of the Contract attached hereto as Exhibit A.

2. Term of Agreement. The term of the Agreement shall be extended for 36 months from April 6, 2009 to March 31, 2012.

3. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 of the Agreement.

4. Agreement Subject to Appropriation. The provisions of this First Amendment and the Contract for payment of funds by the City shall be effective when funds are appropriated for purposes of this First Amendment and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this First Amendment and the City shall keep the Contractor fully informed as to the availability of funds for this First Amendment. The obligation of the City to make any payment pursuant to this First Amendment and the Contract 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 First Amendment during any immediately succeeding fiscal year, this First Amendment shall terminate at the end of the then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this First Amendment and the Contract.

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

6. 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 Contract.

7. Conflict of Interest. This First Amendment and the Contract 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

"**Contractor**"

BASIC CHEMICAL SOLUTIONS, LLC, a New Jersey limited liability company

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 _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of BASIC CHEMICAL SOLUTIONS, LLC, a New Jersey limited liability company, on behalf of such limited liability company.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
FIRST AMENDMENT
TO
CONTRACT NO. 12390C
BETWEEN
THE CITY OF AVONDALE
AND
BASIC CHEMICAL SOLUTIONS, LLC

[Contract and Billing Rates]

See following page.

12390

ORIGINAL

CITY OF AVONDALE
WATER RESOURCES DEPARTMENT
CHEMICALS FOR WATER TREATMENT
WR 07-013

OFFER

To the City of Avondale:

The undersigned (the "Vendor") hereby offers (the "Vendor Offer") and agrees to furnish materials in compliance with: all terms, conditions and specifications in the Contract (as defined below) except for any written exceptions attached hereto as Exhibit C and (ii) the price included on the Price Sheet attached hereto as Exhibit B.

Arizona Transaction (Sales) Privilege Tax License Number: 07-66045-H

Federal Employer Identification Number: 22-3367517

BASIC CHEMICAL SOLUTIONS, LLC
Vendor Name

2801 S. 27th Ave.
Address

Phoenix, AZ 85009
City State Zip Code

For Clarification of this Vendor Offer contact:

Name: Mary Rose Gamber
Basic Chemical Solutions, Santa Fe Spri California

Telephone: 562-309-2714

Authorized Signature for Vendor

Mary Rose Gamber
Printed Name

Bud/Contract Specialist
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Avondale Use Only)

The Vendor Offer is hereby accepted. The "Contract" between the City and the Vendor consists of the following: (i) Vendor Offer, (ii) General Terms & Conditions set forth in Part II herein, (iii) Special Terms & Conditions set forth in Part III herein, (iv) Specifications set forth in Part IV herein, (v) any Addenda as acknowledged by the Vendor on the form attached hereto as Exhibit A, (vi) Price Sheet attached heretono as Exhibit B, (vii) Vendor Exceptions to Specifications attached hereto as Exhibit C and (viii) Acceptance of Offer and Contract Award. The Vendor is now bound to provide the materials as set forth in this Contract. The Vendor shall not commence any billable work or provide any material under this Contract until Vendor receives an executed Purchase Order from the City.

Attested by:

By: Linda M. Farris
Linda M. Farris, City Clerk

Effective Date: 4-17-2007

CC 12390 C
Contract Number

12390
Official File

City of Avondale, an Arizona municipal corporation:

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

Approved as to form:

Andrew J. McGuire, City Attorney

PART I
INTRODUCTION

The City of Avondale is seeking sealed bids from vendors to provide Chemicals for Water Treatment. Contractor shall provide transportation, delivery and off-loading into tanks or storage facilities at City sites.

The City of Avondale Water Reclamation Facility, located at 4800 South Dysart Road

Bulk 12.5% sodium hypochlorite;
Bulk 38% - 40% sodium bisulfite;
Bulk 25% sodium bisulfite

33% sodium hydroxide in 55-gallon drums including drum disposal

The City of Avondale Arsenic Treatment Facility, located at 3850 North El Mirage Road

35% Ferric Chloride
25% Sodium Hydroxide.
Liquid Carbon Dioxide

Bulk Course Salt, NSF approved, is required at various locations. Refer to Part IV Specifications.

In accordance with City of Avondale (the "City") Procurement Code, competitive sealed bids ("Bids") for Chemicals for Water Treatment will be received by the City Clerk at the specified location until the date and time cited above. Bids shall be in the actual possession of the City Clerk on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City Procurement Code. ***Bids shall be submitted in a sealed envelope with the Invitation for Bid title, solicitation number and the Bidder's name and address clearly indicated on the front of the envelope.*** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the ***entire*** Invitation for Bid Package (the "Bid Package"). Bids received by the correct date and time shall be publicly opened and the Bid price read aloud on the bid due date and time.

PART II
GENERAL TERMS AND CONDITIONS

1 BIDDING; AWARD OF CONTRACT

1.1 PREPARATION OF BID:

A. All Bids shall be on the forms provided in this Bid Package. It is permissible to copy these forms if required. Telegraphic (facsimile) or emailed bids will not be considered.

B. The Vendor Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to bind the Vendor.

C. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Vendor Offer.

D. If price is a consideration and in case of error in the extension of prices in the Bid, the unit price shall govern. No Bid shall be altered, amended or withdrawn after the specified Bid due date and time.

E. Periods of time, stated as a number of days, shall be calendar days.

F. It is the responsibility of all Vendors to (i) examine the entire Bid Package, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a Vendor Offer and (iv) submit the entire, completed Bid Package at the time of Bid. Negligence in preparing a Bid confers no right of withdrawal after Bid due date and time.

1.2 INQUIRIES: Any question related to the Bid Package shall be directed to the City contact whose name appears on the front of this Bid Package. Questions shall be submitted in writing. Any correspondence related to the Bid Package shall refer to the appropriate Invitation for Bid number, page and paragraph. However, the Vendor shall not place the Invitation for Bid number on the outside of any envelope containing questions because such an envelope may be identified as a sealed Bid and may not be opened until after the official bid due date and time.

1.3 INTERPRETATION OF PLANS, SPECIFICATIONS AND DRAWINGS: If any person contemplating submitting Vendor Offer is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may, no later than seven days prior to the representative bid opening, submit to the City contact a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretations or corrections of the proposed documents will be made only by amendment duly approved and issued and a copy of each such amendment

will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the Contract.

1.4 **PROSPECTIVE BIDDERS' CONFERENCE:** A prospective bidders' conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this Bid Package. The purpose of this conference will be to clarify the contents of this Bid Package in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this Bid Package or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the Bid Package. Oral statements or instructions will not constitute an amendment or addendum to this Bid Package.

1.5 **LATE BIDS:** Late bids will not be considered, except as provided by the City Procurement Code. A Vendor submitting a late Bid shall be so notified.

1.6 **WITHDRAWAL OF BID:** At any time prior to the specified Bid due date and time, a Vendor (or designated representative) may withdraw its Bid. Facsimile or mailgram bid withdrawals will not be considered.

1.7 **AMENDMENT OF BID:** At any time prior to the specified Bid due date and time, a Vendor (or designated representative) may amend its Bid. Facsimile or mailgram bid amendments will not be considered.

1.8 **PAYMENT**: Any Bid that requires payment in less than 30 calendar days shall not be **considered**. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. However, the City shall be entitled to take advantage of any payment discount offered by the Contractor provided payment is made within the discount period. Payment discounts shall be indicated on Pricing Sheet (Exhibit B).

1.9 **CURRENT PRODUCTS:** All products offered in the Vendor Offer shall be new and in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this Contract.

1.10 **DISCOUNTS:** Payment discounts of 30 calendar days or more will be deducted from the Bid price in determining the low Bid. However, the City shall be entitled to take advantage of any payment discount offered by the Vendor, provided payment is made within the discount period.

1.11 **TAXES:** The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

1.12 COST OF BID/PROPOSAL PREPARATION: The City shall not reimburse the cost of developing or presenting the Vendor Offer. Vendor Offers submitted for consideration should be prepared simply and economically, providing adequate information in a concise manner.

1.13 VENDOR REGISTRATION: Prior to the award of the Contract, the successful Vendor shall have a completed Request for Vender Number on file with the City Financial Services Department.

1.14 AWARD OF CONTRACT:

A. Unless the Vendor Offer states otherwise, or unless provided within this Contract, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

B. Notwithstanding any other provision of this Contract, the City expressly reserves the right to:

1. Waive any immaterial defect or informality
2. Reject any or all Vendor Offers, or portions thereof
3. Reissue a Bid Package

C. A Vendor Offer is an offer to contract with the City based upon the terms, conditions and specifications contained in this Contract. The Contract is formed when the Vendor Offer is accepted by the City.

1.15 CERTIFICATION: By submitting a Vendor Offer, the Vendor certifies:

A. The submission of the Vendor Offer did not involve collusion or other anti-competitive practices.

B. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

C. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Vendor Offer. Failure to sign the Vendor Offer, or signing it with a false statement, shall void the submitted Vendor Offer and any resulting contracts and the Vendor may be debarred from further bidding in the City.

1.16 PURCHASE ORDER: Within 45 days of the City's execution of the Acceptance of Offer and Contract Award, the City may issue a written Purchase Order. The Purchase Order shall

stipulate the actual Contract start date, the Contract duration and the Contract completion date. The time required for the Vendor to obtain permits and licenses shall be included in the Contract duration and shall not be justification for a delay claim by the Vendor. The time required for the Vendor to prepare, transmit and obtain approval of applicable submittals shall be included in the Contract duration and shall not be justification for a delay claim by the Vendor. No materials shall be delivered until after all required permits and licenses have been obtained.

2 GENERAL

2.1 LAWS AND REGULATIONS: The Vendor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the services herein specified, including the following: (i) existing and future City and County ordinances and regulations, (ii) state and federal laws and (iii) Occupational Safety and Health Administration ("OSHA") standards.

2.2 PAYMENTS TO VENDOR: Payment shall be conditioned upon Vendor's compliance with its obligations under this Contract. Payment shall be made within 30 days of the City's receipt of Vendor's verified request. Payment shall not constitute acceptance of the materials by the City.

3 PERFORMANCE OF THE SERVICES

3.1 DELIVERY SCHEDULING: Time is of the essence for this Contract. Vendor shall provide the City with any requested scheduling information and a proposed schedule for delivery of the Materials. Vendor shall comply with instructions given by the City, including any decision to suspend, delay or accelerate delivery of the Materials.

3.2 DELAY BY VENDOR: Delays in the performance of the Contract by Vendor shall be excused only when due to causes beyond the control of the Vendor such as a force majeure as set faith in section 4.13 below; provided, that Vendor shall notify the City in writing within 48 hours of any circumstance or event which Vendor believes may justify an extension of time.

3.3 NO DAMAGE FOR DELAY BY THE CITY: Vendor shall adjust its operations to conform to any progress schedule changes and hereby waives and releases the City from any liability for damages or expenses which may be caused to or sustained by Vendor by reason of such changes or by reason of delays, whether caused in whole or in part by conduct on the part of the City, including without limitation, any breach of this Contract or delays by other Vendors or subcontractor. Vendor's exclusive remedy in event of delay by the City shall be an extension of time hereunder.

3.4 RISK OF LOSS: Vendor shall assume the risk of loss occasioned by fire, theft or other damage to the Materials, prior to delivery to and acceptance by the City. Vendor shall (i) be responsible for damage to the Materials, machinery, apparatus, tools, equipment and

property of the City and other Vendors resulting from the acts or omissions of its subcontractors, employees, agents and representatives sub-contactors and (ii) pay the full costs of repair or replacement of any said damage.

3.5 **TRAINING:** The Vendor shall install the equipment, as applicable and provide training to City personnel for proper operation and utilization. Necessary manuals are to be furnished with each piece of equipment.

3.6 **PRODUCT DISCONTINUANCE:** In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Vendor to provide a substitute for the discontinued item. The Vendor shall request permission to substitute a new product or model and provide the following:

A. A formal announcement from the manufacturer that the product or model has been discontinued.

B. Documentation from the manufacturer that names the replacement product or model.

C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

3.7 **SERIAL NUMBERS:** Vendor Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the Contract term, the City reserves the right to reject any altered equipment.

3.8 **LICENSES:** Vendor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Vendor.

3.9 **DEMONSTRATION MODELS:** All Vendors are hereby notified that demonstration units of the Materials offered shall be made available in Avondale. The City shall arrange a time and place for equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City.

3.10 **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Vendors but are intended to establish the quality, design or

performance which is desired. Any offer which proposes like quality, design or performance will be considered.

3.11 DESCRIPTIVE LITERATURE: All Vendors shall include complete manufacturers' descriptive literature regarding the equipment it proposes to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the Vendor Offer. Failure to include this information may result in the Vendor Offer being rejected.

4 MISCELLANEOUS

4.1 GRATUITIES: The City may, by written notice to the Vendor, cancel this Contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the City for the purpose of securing this Contract. In the event this Contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor the amount of the gratuity.

4.2 APPLICABLE LAW: In the performance of this Contract, Vendors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the State of Arizona.

4.3 TERMINATION; CANCELLATION.

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

4.1.2 For Cause. This Agreement may be terminated be 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 Contractor for the undisputed portion of its fee due as of the termination date.

4.1.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor 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 Contractor for the undisputed portion of its fee due as of the termination date.

4.1.4 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 Contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

4.1.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer 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 Contractor an amount equal to 150% of the gratuity.

4.4 **CONTRACT AMENDMENTS:** This Contract may be modified only by a written Contract Amendment approved by the City and signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

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

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

4.7 **RELATIONSHIP OF 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 Vendor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Vendor should make arrangements to directly pay such expenses, if any.

4.8 **INTERPRETATION-PAROL EVIDENCE:** This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the

provisions of this Contact. This Contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both parties. Any attempt at oral modification of this Contract shall be void and of no effect.

4.9 **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by Vendor without prior, written permission of the City and no delegation of any duty of Vendor shall be made without prior, written permission of the City.

4.10 **SUBCONTRACTS:** No subcontract shall be entered into by the Vendor with any other party to furnish any of the Materials without the prior, written approval of the City. All subcontracts 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 Vendor referred to herein. The Vendor is responsible for Contract performance whether or not subcontractors are used.

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

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

4.13 **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

A. Late delivery of the Materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

B. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this subsection 4.13.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or sent via U.S. Mail, Certified-Return Receipt and shall make a specific reference to this subsection, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4.14 RIGHT TO ASSURANCE: Whenever one party to this Contract in good faith has reason to question the other party's intent to perform it may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.15 RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of the Vendor as related to this Contract.

4.16 RIGHT TO INSPECT PLANT: The City may, at reasonable times, inspect the part of the plant or place of business of the Vendor or subcontractor that is related to the performance of this Contract.

4.17 WARRANTIES: Vendor warrants to the City that all Materials furnished shall be new unless otherwise specified and agreed to by the City. If at any time within one year following the date of acceptance of the Materials (or such longer period as may be provided under warranties for materials): (i) any part of the materials furnished shall be or become defective due to defects in either labor or materials, or both or (ii) Vendor's materials are or were not in conformance with original or amended plans and specifications, or supplementary or shop drawings, then the Vendor shall, upon written notice from the City, immediately replace or repair such defective or non-conforming Materials at no cost to the City. Vendor further agrees to execute any special guarantees as provided by the Contract

or required by law. Vendor shall require similar guarantees from all of its vendors and from all of its subcontractors.

4.18 **INSPECTION:** All Materials and subject to final inspection and acceptance by the City. Materials failing to conform to the specifications of this Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Materials, the City may elect to do any or all of the following by written notice to the Vendor:

A. Waive the non-conformance.

B. Bring Materials into compliance and withhold the cost of same from any payments due to the Vendor.

4.19 **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of Materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

4.20 **SHIPMENT UNDER RESERVATION PROHIBITED:** Vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

4.21 **LIENS:** All Materials shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

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

4.23 **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the City and shall not be used or released by the Vendor or any other person except with the prior written permission of the City.

4.24 **PUBLIC RECORD:** All Vendor Offers shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

4.25 **ADVERTISING:** Vendor shall not advertise or publish information concerning this Contract without prior, written consent of the City.

4.26 CONFIDENTIAL INFORMATION:

A. If a Vendor believes that a Bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the City contact of this fact shall accompany the submission and the information shall be identified.

B. The information identified by the person as confidential shall not be disclosed until the City contact makes a written determination.

C. The City contact shall review the statement and information and shall determine in writing whether the information shall be withheld.

D. If the City contact determines to disclose the information, the City contact shall inform the Vendor in writing of such determination.

4.27 CONFIDENTIALITY OF RECORDS: The Vendor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to the City. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under the Contract.

4.28 MULTIPLE AWARDS: The City reserves the right to award contracts to multiple Vendors. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential Vendor.

4.29 DEFAULT: The City, by written notice of default to the Vendor, may terminate the whole or any part of this Contract in any one of the following circumstances:

A. If the Vendor fails to make delivery of the supplies within the time specified

B. If the Vendor fails to perform any of the other provisions of this Contract, and fails to remedy the situation within a period of ten days after receipt of notice.

In the event the City terminates this Contract in whole or part due to Vendor's default, the City may procure supplies or services similar to those terminated, and the Vendor shall be liable to the City for any excess costs for such similar supplies or services. The City may recover any actual excess costs from the Contractor by deduction from an unpaid balance or (ii) any other remedies at law or equity.

PART III
SPECIAL TERMS AND CONDITIONS

1. **Purpose:** To establish an annual agreement for the transport, delivery and off loading of various chemicals for water treatment at multiple City sites identified in Part IV, Specifications.

2. **Anticipated Usage:** Quantities herein state an approximation of the anticipated annual purchase of the materials. The City reserves the right to increase or decrease the quantities ordered based upon need.

3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires a Vendor Offer to be valid and irrevocable for 60 days after the opening time and date.

4. **Cooperative Purchasing:** This Contract shall be for the use of the City of Avondale. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in this Contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the Vendor must be in agreement with the cooperative transaction. Any orders placed to the successful Vendor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Contract 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.

5. **Contract Type:** Fixed price, indefinite quantity, term contract.

6. **Term of Contract:** The term of this Contract shall commence on the date it is fully executed by the City, unless a different effective date is set forth herein and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein. By mutual written contract amendment, this Contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.

7. **Escalation**: Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Procurement Agent prior to any adjusted invoicing being submitted for payment.

8. **Shipping Terms:** Prices shall be Freight on Board ("F.O.B.") to the delivery locations identified in Part IV Specifications.

9. Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damaged goods and shall assist the Vendor in arranging for inspection.

10. **Delivery:** Delivery shall be made within seventy-two (72) hours after receipt of order. Notwithstanding the provisions of subsection 1.16 of the General Conditions to the contrary, a purchase order may be issued up to 120 days from the date of the Notice of Award.

    a. Delivery shall be made Monday through Friday between the hours of 6:00 a.m. and 2:00 p.m. MST unless approved in writing by the City at the time of time of order.

11. **Non-Exclusive Contract:** This Contract is hereby awarded with the understanding and agreement that it is for the sole convenience of the City of Avondale. The City reserves the right to obtain like goods or services from another source when necessary.

12. **Warranty:** All Materials supplied under this Contract shall provide a one-year warranty/guarantee against defects in materials and/or performance for all items.

    a. Each load delivered shall be accompanied with a manufacturer's certification.

13. **Evaluation:** In accordance with the City Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation for Bid.

14. **Liquidated Damages:** Bidder shall state a period of time in days in which delivery shall be accomplished, not to exceed one hundred eighty days from award of bid. In the event of fire, strikes or other unforeseen circumstances beyond the control of the successful bidder, an extension of delivery date may be allowed upon written request. If delivery is not accomplished upon date specified including any extension, not as a penalty, but as liquidated damages, $430.00 will be deducted from invoice for each day, until delivery is accomplished and material is accepted.

15. **Contractor Review of Documents:** Contractor shall review its bid submission to assure the following requirements are met.

    a. **One (1) original and one (1) copy of all submissions** - MANDATORY

    b. **Offer** (Page 1) MANDATORY

    c. **Acknowledgement of Addenda (Exhibit A)** if required

    d. **Pricing page(s) (Exhibit B),** MANDATORY

    e. **References (PART V),** MANDATORY

PART IV
SPECIFICATIONS

1. **Sodium Hypochlorite:** Bulk chemical shall be liquid 12.5% sodium hypochlorite solution. The chemical shall be transported, delivered and loaded into two (2) 5,000 sodium hypochlorite storage tanks on an as needed basis.

   1.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ

   1.2 Each load shall be accompanied with a manufacturer's certification that the chemical is a 12.5% sodium hypochlorite solution.

   1.3 The receiving connection is a 2" female "camlock" fitting.

   1.4 Every effort will be made to order a minimum load of 4,000 gallons.

2. **Sodium Bisulfite:** Bulk chemical shall be liquid 38% - 40% sodium bisulfite. The chemical shall be transported, delivered and loaded into one (1) 5,000 sodium bisulfite storage tank.

   2.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ

   2.2 Each load shall be accompanied with a manufacturer's certification that the chemical is 38% - 40% sodium bisulfite or liquid 25% sodium bisulfite as ordered.

   2.3 The receiving connection us a 2" female "camlock" fitting.

   2.4 Every effort will be made to order a minimum load of 3,500 gallons.

3. **Sodium Bisulfite:** Bulk chemical shall be liquid 25% sodium bisulfite. The chemical shall be transported, delivered and loaded into sodium bisulfite storage tanks. This chemical will be primarily ordered December through March.

   3.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ

   3.2 Each load shall be accompanied with a manufacturer's certification that the chemical is liquid 25% sodium bisulfite as ordered.

4. **Sodium Hydroxide – 33%:** Chemical shall be liquid 33% sodium hydroxide (caustic soda) solution.

   4.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ

   4.2 The 33% sodium hydroxide solution shall be transported and delivered in 55-gallon drums.

4.3 Each delivery shall be accompanied with a manufacturer's certification that the solution is 33% sodium hydroxide.

4.4 Contractor shall dispose of empty drums (with a maximum of 2" of product at the bottom).

4.5 Every effort will be made to order a minimum of 4 drums.

5. **Sodium Hydroxide – 25%:** Bulk chemical shall be liquid 25% sodium hydroxide solution.

5.1 Delivery Location: Arsenic Treatment Facility, 3850 North El Mirage Road, Avondale, AZ

a. Initial delivery will be approximately 3,900 gallons. Subsequent quantities will vary depending upon demand. It is estimated that this facility will require at least 3,950 gallons per month.

5.2 Each delivery shall be accompanied with a manufacturer's certification that the solution is 25% sodium hydroxide

6. **Ferric Chloride:** Chemical shall be liquid 35% ferric chloride solution.

6.1 Delivery Location: Arsenic Treatment Facility, 3850 North El Mirage Road, Avondale, AZ

a. Initial delivery will be approximately 1,200 gallons. Subsequent quantities will vary depending on demand. It is estimated that this facility will require at least 1,250 gallons per month.

6.2 Each delivery shall be accompanied with a manufacturer's certification that the solution is 35% ferric Chloride.

7. **Liquid Carbon Dioxide:** NSF approved.

6.1 Delivery Location: Arsenic Treatment Facility, 3850 North El Mirage Road, Avondale, AZ

a. Initial delivery will be approximately 52,000 pounds. Subsequent quantities will vary depending on demand. It is estimated that this facility will require 18 tons per month.

8. **Bulk Course Salt:** NSF approved.

8.1 Delivery locations:

a. Well 15, 12533 W. Van Buren (approximately 1,000 lbs every 2 weeks)
b. Well 16, 12585 W. McDowell (approximately 1,500 lbs every 2 weeks)
c. Well 19, 12250 W. McDowell (approximately 2,000 lbs every 2 weeks)
d. Well 23, Encanto & 118th Ave. (approximately 1,000 lbs every 2 weeks)
e. Gateway Booster Station, 1940 N. 99th Ave (approximately 1,000 lbs every 2 weeks)
f. Northside Booster Station 3850 N. El Mirage (approximately 1,500 lbs every 2 weeks)
g. Northeast Booster Station 3100 N. 107th (approximately 1,000 lbs every 2 weeks)
h. Avondale Water Reclamation Facility 4800 South Dysart Road (as needed)

PART V
REFERENCES

Please list a minimum of three (3) references whom the Procurement Office may contact:

1. Company: City of Phoenix
   Contact: Janet Kusmider
   Address: 23rd Ave. W.W.T. Plant, 2470 S. 22nd Ave.
   Phoenix, AZ 85009
   Phone: 602-495-5792

2. Company: City of Avondale
   Contact: James Garner
   Address: 11465 West Civic Center Drive #250
   Avondale, AZ 85323-6807
   Phone: 623-333-4434

3. Company: City of Glendale
   Contact: Thomas Bolyen
   Address: Western Area Water Reclamation F
   5901 North Glen Harbor Blvd.
   Glendale, AZ 85307
   Phone: 623-930-4755

PART VI
LICENSES:

☑ **Attach a copy of your Business License to your bid submittal.**

☐ **Attach a copy of your City of Avondale License, if applicable.**

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No_____✓_____.

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

ARIZONA DEPARTMENT OF REVENUE
LICENSE & REGISTRATION SECTION
1600 WEST MONROE
PHOENIX, ARIZONA 85007-2650

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TRANSACTION PRIVILEGE TAX LICENSE

-NOT TRANSFERABLE-

THIS LICENSE IS ISSUED TO THE BUSINESS NAMED BELOW FOR THE ADDRESS SHOWN. LICENSES, BY LAW, MAY NOT BE TRANSFERRED FROM ONE PERSON TO ANOTHER NOR CAN THEY BE TRANSFERRED FROM ONE LOCATION TO ANOTHER. ARIZONA LAW REQUIRES LICENSEES TO NOTIFY THE DEPARTMENT OF REVENUE IF THERE IS A CHANGE IN BUSINESS NAME, TRADE NAME, LOCATION, MAILING ADDRESS OR OWNERSHIP. IN ADDITION, WHEN BUSINESS IS DISCONTINUED OR BUSINESS LOCATION CHANGES AND A NEW LICENSE IS ISSUED, THIS LICENSE MUST BE RETURNED TO THE ARIZONA DEPARTMENT OF REVENUE.

THE LICENSEE LISTED BELOW IS LICENSED TO CONDUCT BUSINESS UPON THE CONDITION THAT TAXES ARE PAID TO THE ARIZONA DEPARTMENT OF REVENUE AS ACCRUED UNDER PROVISIONS OF ARS TITLE 42, CHAPTER 8, ARTICLE 1.

ISSUED TO

BASIC CHEMICAL SOLUTIONS, LLC
525 SEAPORT BLVD
REDWOOD CITY, CA 94063

07-666045-H

ALL communications and Reports MUST REFER to this LICENSE NO.

17 BUSINESS CODE

(DBA) BASIC CHEMICAL SOLUTIONS, LLC
2801 S. 27TH AVE
PHOENIX, AZ 85009

11/01/02 EFFECTIVE DATE

11/07/02 PRINT DATE

DOR 87026 (1/88)

EXHIBIT A
CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

BASIC CHEMICAL SOLUTIONS, LLC, affirms that the following ADDENDA have been received
(Name of Vendor)
and that the information contained in the ADDENDA has been incorporated in formulating the Vendor Offer.

NO ADDENDA WERE ISSUED

Signed, for the Vendor — February 13, 2007
Date

Mary Rose Gamber, Bid/Contract Specialist

ADDENDA RECEIVED:

1._____, dated_____, 2007.

2._____, dated_____, 2007.

3._____, dated_____, 2007.

4._____, dated_____, 2007.

5._____, dated_____, 2007.

(Add others as needed, identified in the same format)

BASIC CHEMICAL SOLUTIONS, LLC

EXHIBIT B
PRICING

Contractor shall provide pricing including all transportation, delivery and off-loading chemicals into tanks or storage facilities.

Item	Description of Material	Location	Frequency	Estimated Annual Quantity	Unit	Unit Price	Extended Price
	LIQUID CHEMICALS						
1.1	12.5% Bulk Sodium Hypochlorite Solution	4800 South Dysart Road	As Needed	70,000	Gallon	$ 1.20	$ 84,000.00
1.2	38% - 40% Bulk Sodium Bisulfite Solution	4800 South Dysart Road	As Needed	28,700		>3,000gal @ $1.129/gal <3,000gal @ $1.242/gal	Neg
	NOTE: BASIC CHEMICAL IS OFFERING TIERED PRICES						
1.3	25% Bulk Sodium Bisulfite Solution	4800 South Dysart Road	As Needed	6,300	Gallon	$ 0.825 Neg	$ 5,197.50 Neg
1.4	33% Sodium Hydroxide (liquid)	4800 South Dysart Road	As Needed	24	55 Gallon Drum	$ 123.75 equals $2.25/gal	$ 2,970.00
1.5	25% Sodium Hydroxide	3850 North El Mirage Rd	Monthly	47,400	Gallon	$ 0.835	$ 39,579.00
1.6	35% Bulk Ferric Chloride	3850 North El Mirage Rd	Monthly	15,000	Gallon	$	$ NO BID
						Subtotal Liquid Chemicals:	$
	GASEOUS CHEMICALS						
1.7	Liquid Carbon Dioxide NSF Approved	3850 North El Mirage Rd	Monthly	216	Ton	$ NO BID	$
						Subtotal Gaseous Chemicals:	$ NO BID

UNABLE TO CALCULATE DO TO TIERED PRICES FOR SODIUM BISULFITE

Item	Description of Material	Location	Frequency	Estimated Annual Quantity	Unit	Unit Price	Extended Price
	SALT						
1.8	Bulk Course Salt NSF Approved	Well 15 12533 W. Van Buren	Every 2 Weeks	26,000	Pound	$_____	$ NO BID
1.9	Bulk Course Salt NSF Approved	Well 16 12585 W. McDowell Rd.	Every 2 Weeks	39,000	Pound	$_____	$ NO BID
1.10	Bulk Course Salt NSF Approved	Well 19 12250 W. McDowell Rd	Every 2 Weeks	52,000	Pound	$_____	$ NO BID
1.11	Bulk Course Salt NSF Approved	Well 23 Encanto & 118th Avenue	Every 2 Weeks	26,000	Pound	$_____	$ NO BID
1.12	Bulk Course Salt NSF Approved	Gateway Booster Station 1940 North 99th Avenue	Every 2 Weeks	26,000	Pound	$_____	$ NO BID
1.13	Bulk Course Salt NSF Approved	Northside Booster Station 3850 North El Mirage Rd	Every 2 Weeks	39,000	Pound	$_____	$ NO BID
1.14	Bulk Course Salt NSF Approved	Northeast Booster Station 3100 N. 107th Avenue	Every 2 Weeks	26,000	Pound	$_____	$ NO BID
1.15	Bulk Course Salt NSF Approved	4800 South Dysart Road	As Needed	25,000	Pound	$_____	$ NO BID

Subtotal Salt: $ NO BID

Tax Rate _____ **% Taxes:** $_____

A prompt payment discount of N/A **% for** -- **days shall be applied to the pricing. Refer to Payment Terms Part II, Section 1.8.**

EXHIBIT C
BIDDER'S EXCEPTIONS AND DEVIATIONS

Bidder shall fully describe every variance, exception and/or deviation. Additional sheets may be used if required.

NO EXCEPTION/DEVIATION TAKEN

CITY COUNCIL REPORT

SUBJECT:
Contract Amendment - Hill Brothers Chemical

MEETING DATE:
April 20, 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 authorize chemical purchases for the Water Resources Department from Hill Brothers Chemical Co. by amending the current agreement resulting in a revised annual total of $147,000.00 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Sodium Hypochlorite is used as a disinfectant in the final treatment of the effluent water. This process is needed to meet permit requirements set by ADEQ. This chemical is also used in the odor scrubber system where it is used as pH control. Permit requirements set by the County require the use of Sodium Hypochlorite for this use. Ferric Chloride will be used in the future expansion processes for settling out excess loadings to the system, and it will also aid in the performance of the new anaerobic digesters.

DISCUSSION:

The City of Avondale has secured a contract price with Hill Brothers Chemical Co. for the purchase of chemicals used in the wastewater treatment process. The City of Avondale initial contract started in April 2007, and will expire in April 2009. This amendment to the agreement will cover what is estimated to be used annually from this vendor for the duration of the contract. The City of Avondale contract was competitively advertised and bid in conformance with Avondale's procurement requirements. Hill Brothers Chemical Co. and the City of Avondale have agreed to extend this agreement for 36 months from April 2009 to March 2012.

BUDGETARY IMPACT:

The funding is available in line item 503-9230-00-7155

RECOMMENDATION:

Staff recommends that the City Council authorize chemical purchases for the Water Resources Departmentfrom Hill Brothers Chemical Co. by amending the current agreement resulting in a revised annual total of $147,000.00 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Copy of Contract

FIRST AMENDMENT
TO
CONTRACT NO. 12384C
BETWEEN
THE CITY OF AVONDALE
AND
HILL BROTHERS CHEMICAL COMPANY

THIS FIRST AMENDMENT TO THE CONTRACT (this "First Amendment") is made as of April 20, 2009, between the City of Avondale, an Arizona municipal corporation (the "City"), and Hill Brothers Chemical Company, a California corporation (the "Contractor").

RECITALS

A. The City issued Invitation for Bids WR 07-013 (the "IFB") seeking bids from contractors to provide chemicals for water treatment.

B. The Contractor responded to the IFB and the City and Contractor entered into Contract No. 12384C for the provision of water treatment chemicals (the "Contract"), attached hereto as Exhibit A and incorporated by reference.

C. The City and the Contractor desire to amend the Contract to add additional provisions and to extend the term of the Contract.

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 Contractor hereby agree to amend the Contract as follows:

1. Compensation. The City shall pay the Contractor a price not to exceed an annual aggregate total of $147,000.00 for the Materials at the Billing Rates included as part of the Contract attached hereto as Exhibit A.

2. Term of Agreement. The term of the Agreement shall be extended for 36 months from April 6, 2009 to March 31, 2012.

3. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 of the Agreement.

4. Agreement Subject to Appropriation. The provisions of this First Amendment and the Contract for payment of funds by the City shall be effective when funds are appropriated for purposes of this First Amendment and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this First Amendment and the City shall keep the Contractor fully informed as to the availability of funds for this First Amendment. The obligation of the City to make any payment pursuant to this First Amendment and the Contract 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 First Amendment during any immediately succeeding fiscal year, this First Amendment shall terminate at the end of the then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this First Amendment and the Contract.

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

6. 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 Contract.

7. Conflict of Interest. This First Amendment and the Contract 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

"**Contractor**"

HILL BROTHERS CHEMICAL COMPANY**,** a California 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 _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of HILL BROTHERS CHEMICAL COMPANY, a California corporation, on behalf of such corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
FIRST AMENDMENT
TO
CONTRACT NO. 12384C
BETWEEN
THE CITY OF AVONDALE
AND
HILL BROTHERS CHEMICAL COMPANY

[Contract and Billing Rates]

See following page.

OFFER

To the City of Avondale:
The undersigned (the "Vendor") hereby offers (the "Vendor Offer") and agrees to furnish materials in compliance with: all terms, conditions and specifications in the Contract (as defined below) except for any written exceptions attached hereto as Exhibit C and (ii) the price included on the Price Sheet attached hereto as Exhibit B.

Arizona Transaction (Sales) Privilege Tax License Number: 07-009423-N	For Clarification of this Vendor Offer contact:
	Name: Rusty Mosher
Federal Employer Identification Number: 95-08300560	Telephone: 623/879-9210
Hill Brothers Chemical Company Vendor Name	Authorized Signature for Vendor
21620 N. 19th Avenue, Suite A-11 Address	Rusty Mosher Printed Name
Phoenix AZ 85027 City State Zip Code	Arizona Division Manager Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Avondale Use Only)

The Vendor Offer is hereby accepted. The "Contract" between the City and the Vendor consists of the following: (i) Vendor Offer, (ii) General Terms & Conditions set forth in Part II herein, (iii) Special Terms & Conditions set forth in Part III herein, (iv) Specifications set forth in Part IV herein, (v) any Addenda as acknowledged by the Vendor on the form attached hereto as Exhibit A, (vi) Price Sheet attached heretono as Exhibit B, (vii) Vendor Exceptions to Specifications attached hereto as Exhibit C and (viii) Acceptance of Offer and Contract Award. The Vendor is now bound to provide the materials as set forth in this Contract. The Vendor shall not commence any billable work or provide any material under this Contract until Vendor receives an executed Purchase Order from the City.

Attested by:

By: Linda M. Farris
Linda M. Farris, City Clerk

Effective Date: _____

CC 12384 a
Contract Number
12384
Official File

City of Avondale, an Arizona municipal corporation:

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

Approved as to form:

Andrew J. McGuire, City Attorney

Hill Brothers Chemical Co.

PART I
INTRODUCTION

The City of Avondale is seeking sealed bids from vendors to provide Chemicals for Water Treatment. Contractor shall provide transportation, delivery and off-loading into tanks or storage facilities at City sites.

The City of Avondale Water Reclamation Facility, located at 4800 South Dysart Road

Bulk 12.5% sodium hypochlorite;
Bulk 38% - 40% sodium bisulfite;
Bulk 25% sodium bisulfite

33% sodium hydroxide in 55-gallon drums including drum disposal

The City of Avondale Arsenic Treatment Facility, located at 3850 North El Mirage Road

35% Ferric Chloride
25% Sodium Hydroxide.
Liquid Carbon Dioxide

Bulk Course Salt, NSF approved, is required at various locations. Refer to Part IV Specifications.

In accordance with City of Avondale (the "City") Procurement Code, competitive sealed bids ("Bids") for Chemicals for Water Treatment will be received by the City Clerk at the specified location until the date and time cited above. Bids shall be in the actual possession of the City Clerk on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City Procurement Code. ***Bids shall be submitted in a sealed envelope with the Invitation for Bid title, solicitation number and the Bidder's name and address clearly indicated on the front of the envelope.*** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the ***entire*** Invitation for Bid Package (the "Bid Package"). Bids received by the correct date and time shall be publicly opened and the Bid price read aloud on the bid due date and time.

PART II
GENERAL TERMS AND CONDITIONS

1 BIDDING; AWARD OF CONTRACT

1.1 PREPARATION OF BID:

A. All Bids shall be on the forms provided in this Bid Package. It is permissible to copy these forms if required. Telegraphic (facsimile) or emailed bids will not be considered.

B. The Vendor Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to bind the Vendor.

C. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Vendor Offer.

D. If price is a consideration and in case of error in the extension of prices in the Bid, the unit price shall govern. No Bid shall be altered, amended or withdrawn after the specified Bid due date and time.

E. Periods of time, stated as a number of days, shall be calendar days.

F. It is the responsibility of all Vendors to (i) examine the entire Bid Package, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a Vendor Offer and (iv) submit the entire, completed Bid Package at the time of Bid. Negligence in preparing a Bid confers no right of withdrawal after Bid due date and time.

1.2 INQUIRIES: Any question related to the Bid Package shall be directed to the City contact whose name appears on the front of this Bid Package. Questions shall be submitted in writing. Any correspondence related to the Bid Package shall refer to the appropriate Invitation for Bid number, page and paragraph. However, the Vendor shall not place the Invitation for Bid number on the outside of any envelope containing questions because such an envelope may be identified as a sealed Bid and may not be opened until after the official bid due date and time.

1.3 INTERPRETATION OF PLANS, SPECIFICATIONS AND DRAWINGS: If any person contemplating submitting Vendor Offer is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may, no later than seven days prior to the representative bid opening, submit to the City contact a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretations or corrections of the proposed documents will be made only by amendment duly approved and issued and a copy of each such amendment

will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the Contract.

1.4 **PROSPECTIVE BIDDERS' CONFERENCE:** A prospective bidders' conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this Bid Package. The purpose of this conference will be to clarify the contents of this Bid Package in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this Bid Package or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the Bid Package. Oral statements or instructions will not constitute an amendment or addendum to this Bid Package.

1.5 **LATE BIDS:** Late bids will not be considered, except as provided by the City Procurement Code. A Vendor submitting a late Bid shall be so notified.

1.6 **WITHDRAWAL OF BID:** At any time prior to the specified Bid due date and time, a Vendor (or designated representative) may withdraw its Bid. Facsimile or mailgram bid withdrawals will not be considered.

1.7 **AMENDMENT OF BID:** At any time prior to the specified Bid due date and time, a Vendor (or designated representative) may amend its Bid. Facsimile or mailgram bid amendments will not be considered.

1.8 **PAYMENT**: Any Bid that requires payment in less than 30 calendar days shall not be **considered**. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. However, the City shall be entitled to take advantage of any payment discount offered by the Contractor provided payment is made within the discount period. Payment discounts shall be indicated on Pricing Sheet (Exhibit B).

1.9 **CURRENT PRODUCTS:** All products offered in the Vendor Offer shall be new and in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this Contract.

1.10 **DISCOUNTS:** Payment discounts of 30 calendar days or more will be deducted from the Bid price in determining the low Bid. However, the City shall be entitled to take advantage of any payment discount offered by the Vendor, provided payment is made within the discount period.

1.11 **TAXES:** The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

1.12 COST OF BID/PROPOSAL PREPARATION: The City shall not reimburse the cost of developing or presenting the Vendor Offer. Vendor Offers submitted for consideration should be prepared simply and economically, providing adequate information in a concise manner.

1.13 VENDOR REGISTRATION: Prior to the award of the Contract, the successful Vendor shall have a completed Request for Vender Number on file with the City Financial Services Department.

1.14 AWARD OF CONTRACT:

A. Unless the Vendor Offer states otherwise, or unless provided within this Contract, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

B. Notwithstanding any other provision of this Contract, the City expressly reserves the right to:

1. Waive any immaterial defect or informality
2. Reject any or all Vendor Offers, or portions thereof
3. Reissue a Bid Package

C. A Vendor Offer is an offer to contract with the City based upon the terms, conditions and specifications contained in this Contract. The Contract is formed when the Vendor Offer is accepted by the City.

1.15 CERTIFICATION: By submitting a Vendor Offer, the Vendor certifies:

A. The submission of the Vendor Offer did not involve collusion or other anti-competitive practices.

B. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

C. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Vendor Offer. Failure to sign the Vendor Offer, or signing it with a false statement, shall void the submitted Vendor Offer and any resulting contracts and the Vendor may be debarred from further bidding in the City.

1.16 PURCHASE ORDER: Within 45 days of the City's execution of the Acceptance of Offer and Contract Award, the City may issue a written Purchase Order. The Purchase Order shall

stipulate the actual Contract start date, the Contract duration and the Contract completion date. The time required for the Vendor to obtain permits and licenses shall be included in the Contract duration and shall not be justification for a delay claim by the Vendor. The time required for the Vendor to prepare, transmit and obtain approval of applicable submittals shall be included in the Contract duration and shall not be justification for a delay claim by the Vendor. No materials shall be delivered until after all required permits and licenses have been obtained.

2 GENERAL

2.1 LAWS AND REGULATIONS: The Vendor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the services herein specified, including the following: (i) existing and future City and County ordinances and regulations, (ii) state and federal laws and (iii) Occupational Safety and Health Administration ("OSHA") standards.

2.2 PAYMENTS TO VENDOR: Payment shall be conditioned upon Vendor's compliance with its obligations under this Contract. Payment shall be made within 30 days of the City's receipt of Vendor's verified request. Payment shall not constitute acceptance of the materials by the City.

3 PERFORMANCE OF THE SERVICES

3.1 DELIVERY SCHEDULING: Time is of the essence for this Contract. Vendor shall provide the City with any requested scheduling information and a proposed schedule for delivery of the Materials. Vendor shall comply with instructions given by the City, including any decision to suspend, delay or accelerate delivery of the Materials.

3.2 DELAY BY VENDOR: Delays in the performance of the Contract by Vendor shall be excused only when due to causes beyond the control of the Vendor such as a force majeure as set faith in section 4.13 below; provided, that Vendor shall notify the City in writing within 48 hours of any circumstance or event which Vendor believes may justify an extension of time.

3.3 NO DAMAGE FOR DELAY BY THE CITY: Vendor shall adjust its operations to conform to any progress schedule changes and hereby waives and releases the City from any liability for damages or expenses which may be caused to or sustained by Vendor by reason of such changes or by reason of delays, whether caused in whole or in part by conduct on the part of the City, including without limitation, any breach of this Contract or delays by other Vendors or subcontractor. Vendor's exclusive remedy in event of delay by the City shall be an extension of time hereunder.

3.4 RISK OF LOSS: Vendor shall assume the risk of loss occasioned by fire, theft or other damage to the Materials, prior to delivery to and acceptance by the City. Vendor shall (i) be responsible for damage to the Materials, machinery, apparatus, tools, equipment and

property of the City and other Vendors resulting from the acts or omissions of its subcontractors, employees, agents and representatives sub-contactors and (ii) pay the full costs of repair or replacement of any said damage.

3.5 **TRAINING:** The Vendor shall install the equipment, as applicable and provide training to City personnel for proper operation and utilization. Necessary manuals are to be furnished with each piece of equipment.

3.6 **PRODUCT DISCONTINUANCE:** In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Vendor to provide a substitute for the discontinued item. The Vendor shall request permission to substitute a new product or model and provide the following:

A. A formal announcement from the manufacturer that the product or model has been discontinued.

B. Documentation from the manufacturer that names the replacement product or model.

C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

3.7 **SERIAL NUMBERS:** Vendor Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the Contract term, the City reserves the right to reject any altered equipment.

3.8 **LICENSES:** Vendor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Vendor.

3.9 **DEMONSTRATION MODELS:** All Vendors are hereby notified that demonstration units of the Materials offered shall be made available in Avondale. The City shall arrange a time and place for equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City.

3.10 **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Vendors but are intended to establish the quality, design or

performance which is desired. Any offer which proposes like quality, design or performance will be considered.

3.11 DESCRIPTIVE LITERATURE: All Vendors shall include complete manufacturers' descriptive literature regarding the equipment it proposes to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the Vendor Offer. Failure to include this information may result in the Vendor Offer being rejected.

4 MISCELLANEOUS

4.1 GRATUITIES: The City may, by written notice to the Vendor, cancel this Contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the City for the purpose of securing this Contract. In the event this Contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor the amount of the gratuity.

4.2 APPLICABLE LAW: In the performance of this Contract, Vendors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the State of Arizona.

4.3 TERMINATION; CANCELLATION.

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

4.1.2 For Cause. This Agreement may be terminated be 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 Contractor for the undisputed portion of its fee due as of the termination date.

4.1.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor 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 Contractor for the undisputed portion of its fee due as of the termination date.

4.1.4 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 Contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

4.1.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer 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 Contractor an amount equal to 150% of the gratuity.

4.4 **CONTRACT AMENDMENTS:** This Contract may be modified only by a written Contract Amendment approved by the City and signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

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

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

4.7 **RELATIONSHIP OF 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 Vendor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Vendor should make arrangements to directly pay such expenses, if any.

4.8 **INTERPRETATION-PAROL EVIDENCE:** This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the

provisions of this Contact. This Contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both parties. Any attempt at oral modification of this Contract shall be void and of no effect.

4.9 **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by Vendor without prior, written permission of the City and no delegation of any duty of Vendor shall be made without prior, written permission of the City.

4.10 **SUBCONTRACTS:** No subcontract shall be entered into by the Vendor with any other party to furnish any of the Materials without the prior, written approval of the City. All subcontracts 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 Vendor referred to herein. The Vendor is responsible for Contract performance whether or not subcontractors are used.

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

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

4.13 **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

A. Late delivery of the Materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

B. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this subsection 4.13.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or sent via U.S. Mail, Certified-Return Receipt and shall make a specific reference to this subsection, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4.14 RIGHT TO ASSURANCE: Whenever one party to this Contract in good faith has reason to question the other party's intent to perform it may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.15 RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of the Vendor as related to this Contract.

4.16 RIGHT TO INSPECT PLANT: The City may, at reasonable times, inspect the part of the plant or place of business of the Vendor or subcontractor that is related to the performance of this Contract.

4.17 WARRANTIES: Vendor warrants to the City that all Materials furnished shall be new unless otherwise specified and agreed to by the City. If at any time within one year following the date of acceptance of the Materials (or such longer period as may be provided under warranties for materials): (i) any part of the materials furnished shall be or become defective due to defects in either labor or materials, or both or (ii) Vendor's materials are or were not in conformance with original or amended plans and specifications, or supplementary or shop drawings, then the Vendor shall, upon written notice from the City, immediately replace or repair such defective or non-conforming Materials at no cost to the City. Vendor further agrees to execute any special guarantees as provided by the Contract

or required by law. Vendor shall require similar guarantees from all of its vendors and from all of its subcontractors.

4.18 **INSPECTION:** All Materials and subject to final inspection and acceptance by the City. Materials failing to conform to the specifications of this Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Materials, the City may elect to do any or all of the following by written notice to the Vendor:

A. Waive the non-conformance.

B. Bring Materials into compliance and withhold the cost of same from any payments due to the Vendor.

4.19 **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of Materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

4.20 **SHIPMENT UNDER RESERVATION PROHIBITED:** Vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

4.21 **LIENS:** All Materials shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

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

4.23 **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the City and shall not be used or released by the Vendor or any other person except with the prior written permission of the City.

4.24 **PUBLIC RECORD:** All Vendor Offers shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

4.25 **ADVERTISING:** Vendor shall not advertise or publish information concerning this Contract without prior, written consent of the City.

4.26 CONFIDENTIAL INFORMATION:

A. If a Vendor believes that a Bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the City contact of this fact shall accompany the submission and the information shall be identified.

B. The information identified by the person as confidential shall not be disclosed until the City contact makes a written determination.

C. The City contact shall review the statement and information and shall determine in writing whether the information shall be withheld.

D. If the City contact determines to disclose the information, the City contact shall inform the Vendor in writing of such determination.

4.27 CONFIDENTIALITY OF RECORDS: The Vendor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to the City. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under the Contract.

4.28 MULTIPLE AWARDS: The City reserves the right to award contracts to multiple Vendors. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential Vendor.

4.29 DEFAULT: The City, by written notice of default to the Vendor, may terminate the whole or any part of this Contract in any one of the following circumstances:

A. If the Vendor fails to make delivery of the supplies within the time specified

B. If the Vendor fails to perform any of the other provisions of this Contract, and fails to remedy the situation within a period of ten days after receipt of notice.

In the event the City terminates this Contract in whole or part due to Vendor's default, the City may procure supplies or services similar to those terminated, and the Vendor shall be liable to the City for any excess costs for such similar supplies or services. The City may recover any actual excess costs from the Contractor by deduction from an unpaid balance or (ii) any other remedies at law or equity.

PART III
SPECIAL TERMS AND CONDITIONS

1. **Purpose:** To establish an annual agreement for the transport, delivery and off loading of various chemicals for water treatment at multiple City sites identified in Part IV, Specifications.

2. **Anticipated Usage:** Quantities herein state an approximation of the anticipated annual purchase of the materials. The City reserves the right to increase or decrease the quantities ordered based upon need.

3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires a Vendor Offer to be valid and irrevocable for 60 days after the opening time and date.

4. **Cooperative Purchasing:** This Contract shall be for the use of the City of Avondale. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in this Contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the Vendor must be in agreement with the cooperative transaction. Any orders placed to the successful Vendor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Contract 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.

5. **Contract Type:** Fixed price, indefinite quantity, term contract.

6. **Term of Contract:** The term of this Contract shall commence on the date it is fully executed by the City, unless a different effective date is set forth herein and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein. By mutual written contract amendment, this Contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.

7. **Escalation**: Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Procurement Agent prior to any adjusted invoicing being submitted for payment.

8. **Shipping Terms:** Prices shall be Freight on Board ("F.O.B.") to the delivery locations identified in Part IV Specifications.

9. Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damaged goods and shall assist the Vendor in arranging for inspection.

10. **Delivery:** Delivery shall be made within seventy-two (72) hours after receipt of order. Notwithstanding the provisions of subsection 1.16 of the General Conditions to the contrary, a purchase order may be issued up to 120 days from the date of the Notice of Award.

    a. Delivery shall be made Monday through Friday between the hours of 6:00 a.m. and 2:00 p.m. MST unless approved in writing by the City at the time of time of order.

11. **Non-Exclusive Contract:** This Contract is hereby awarded with the understanding and agreement that it is for the sole convenience of the City of Avondale. The City reserves the right to obtain like goods or services from another source when necessary.

12. **Warranty:** All Materials supplied under this Contract shall provide a one-year warranty/guarantee against defects in materials and/or performance for all items.

    a. Each load delivered shall be accompanied with a manufacturer's certification.

13. **Evaluation:** In accordance with the City Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation for Bid.

14. **Liquidated Damages:** Bidder shall state a period of time in days in which delivery shall be accomplished, not to exceed one hundred eighty days from award of bid. In the event of fire, strikes or other unforeseen circumstances beyond the control of the successful bidder, an extension of delivery date may be allowed upon written request. If delivery is not accomplished upon date specified including any extension, not as a penalty, but as liquidated damages, $430.00 will be deducted from invoice for each day, until delivery is accomplished and material is accepted.

15. **Contractor Review of Documents:** Contractor shall review its bid submission to assure the following requirements are met.

    a. **One (1) original and one (1) copy of all submissions** - MANDATORY

    b. **Offer** (Page 1) MANDATORY

    c. **Acknowledgement of Addenda (Exhibit A)** if required

    d. **Pricing page(s) (Exhibit B),** MANDATORY

    e. **References (PART V),** MANDATORY

PART IV
SPECIFICATIONS

1. **Sodium Hypochlorite:** Bulk chemical shall be liquid 12.5% sodium hypochlorite solution. The chemical shall be transported, delivered and loaded into two (2) 5,000 sodium hypochlorite storage tanks on an as needed basis.

   1.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ

   1.2 Each load shall be accompanied with a manufacturer's certification that the chemical is a 12.5% sodium hypochlorite solution.

   1.3 The receiving connection is a 2" female "camlock" fitting.

   1.4 Every effort will be made to order a minimum load of 4,000 gallons.

2. **Sodium Bisulfite:** Bulk chemical shall be liquid 38% - 40% sodium bisulfite. The chemical shall be transported, delivered and loaded into one (1) 5,000 sodium bisulfite storage tank.

   2.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ

   2.2 Each load shall be accompanied with a manufacturer's certification that the chemical is 38% - 40% sodium bisulfite or liquid 25% sodium bisulfite as ordered.

   2.3 The receiving connection us a 2" female "camlock" fitting.

   2.4 Every effort will be made to order a minimum load of 3,500 gallons.

3. **Sodium Bisulfite:** Bulk chemical shall be liquid 25% sodium bisulfite. The chemical shall be transported, delivered and loaded into sodium bisulfite storage tanks. This chemical will be primarily ordered December through March.

   3.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ

   3.2 Each load shall be accompanied with a manufacturer's certification that the chemical is liquid 25% sodium bisulfite as ordered.

4. **Sodium Hydroxide – 33%:** Chemical shall be liquid 33% sodium hydroxide (caustic soda) solution.

   4.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ

   4.2 The 33% sodium hydroxide solution shall be transported and delivered in 55-gallon drums.

4.3 Each delivery shall be accompanied with a manufacturer's certification that the solution is 33% sodium hydroxide.

4.4 Contractor shall dispose of empty drums (with a maximum of 2" of product at the bottom).

4.5 Every effort will be made to order a minimum of 4 drums.

5. **Sodium Hydroxide – 25%:** Bulk chemical shall be liquid 25% sodium hydroxide solution.

5.1 Delivery Location: Arsenic Treatment Facility, 3850 North El Mirage Road, Avondale, AZ

a. Initial delivery will be approximately 3,900 gallons. Subsequent quantities will vary depending upon demand. It is estimated that this facility will require at least 3,950 gallons per month.

5.2 Each delivery shall be accompanied with a manufacturer's certification that the solution is 25% sodium hydroxide

6. **Ferric Chloride:** Chemical shall be liquid 35% ferric chloride solution.

6.1 Delivery Location: Arsenic Treatment Facility, 3850 North El Mirage Road, Avondale, AZ

a. Initial delivery will be approximately 1,200 gallons. Subsequent quantities will vary depending on demand. It is estimated that this facility will require at least 1,250 gallons per month.

6.2 Each delivery shall be accompanied with a manufacturer's certification that the solution is 35% ferric Chloride.

7. **Liquid Carbon Dioxide:** NSF approved.

6.1 Delivery Location: Arsenic Treatment Facility, 3850 North El Mirage Road, Avondale, AZ

a. Initial delivery will be approximately 52,000 pounds. Subsequent quantities will vary depending on demand. It is estimated that this facility will require 18 tons per month.

8. **Bulk Course Salt:** NSF approved.

8.1 Delivery locations:

a. Well 15, 12533 W. Van Buren (approximately 1,000 lbs every 2 weeks)
b. Well 16, 12585 W. McDowell (approximately 1,500 lbs every 2 weeks)
c. Well 19, 12250 W. McDowell (approximately 2,000 lbs every 2 weeks)
d. Well 23, Encanto & 118th Ave. (approximately 1,000 lbs every 2 weeks)
e. Gateway Booster Station, 1940 N. 99th Ave (approximately 1,000 lbs every 2 weeks)
f. Northside Booster Station 3850 N. El Mirage (approximately 1,500 lbs every 2 weeks)
g. Northeast Booster Station 3100 N. 107th (approximately 1,000 lbs every 2 weeks)
h. Avondale Water Reclamation Facility 4800 South Dysart Road (as needed)

PART V
REFERENCES

Please list a minimum of three (3) references whom the Procurement Office may contact:

1. Company: The City of Goodyear
   Contact: Barry Hess
   Address: P.O. Box 5100
   Goodyear, AZ 85338
   Phone: 623/882-7561

2. Company: City of Phoenix
   Contact: Janet Kusmider
   Address: 251 W. Washington Street, 8th Floor
   Phoenix, AZ 85003-2299
   Phone: 602/262-7181

3. Company: Arizona-American Water Co.
   Contact: Troy Day
   Address: 19280 N. 7th Street, Suite 201
   Phoenix, AZ 85024
   Phone: 623/445-2400

Hill Brothers Chemical Co.

PART VI
LICENSES:

☑ **Attach a copy of your Business License to your bid submittal.**

☐ **Attach a copy of your City of Avondale License, if applicable.**

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No___XX_____.

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

Hill Brothers Chemical Co.

Finance Department
Tax Division

LICENSE NO: 69062743
[illegible]
Business Code/Park: 22

City of Phoenix

PRIVILEGE (Sales) TAX LICENSE

The business or firm listed is hereby licensed to conduct business at the following location upon the conditions and terms as imposed by the City of Phoenix as required under the provisions of Chapter 14 of the City Code.

Business name/address

HILL BROS CHEMICAL CO
4450 N 42ND AVE
PHOENIX, AZ 85019

This license is valid for the calendar year:

2007

This privilege license shall be nontransferable between owners, and shall be conspicuously displayed to the public in the licensee's place of business. The issuance of this license shall in no way be construed as consent to violate or evasion of any other law or regulation.

DEPARTMENT OF WEIGHTS AND MEASURES
Phone: (602) 255-5211
DEVICE LICENSE

BMF #: 2912

EXPIRES ON: 06/01/2007

HILL BROTHERS CHEMICALS # 0001
4450 N 42ND AVE
PHOENIX, AZ 85019

RSA License	Number Of Devices	Fee Code
	1	001
	5	002
	1	003
	2	006

HILL BROTHERS CHEMICALS
4450 N 42ND AVE
PHOENIX, AZ 85019

THIS LICENSE MUST BE POSTED ON PREMISES IN A MANNER
THAT PROVIDES THE DEPARTMENT ACCESS TO THE LICENSE DURING NORMAL BUSINESS

EXHIBIT A
CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

Hill Brothers Chemical Co._____, affirms that the following ADDENDA have been received
(Name of Vendor)
and that the information contained in the ADDENDA has been incorporated in formulating the Vendor Offer.

_____ February 15_____, 2007
Signed, for the Vendor Date

ADDENDA RECEIVED:

1._____, dated_____, 2007.

2._____, dated_____, 2007.

3._____, dated_____, 2007.

4._____, dated_____, 2007.

5._____, dated_____, 2007.

(Add others as needed, identified in the same format)

EXHIBIT B
PRICING

Contractor shall provide pricing including all transportation, delivery and off-loading chemicals into tanks or storage facilities.

Item	Description of Material	Location	Frequency	Estimated Annual Quantity	Unit	Unit Price	Extended Price
	LIQUID CHEMICALS						
1.1	12.5% Bulk Sodium Hypochlorite Solution	4800 South Dysart Road	As Needed	70,000	Gallon	$ .85	$59,500.00
1.2	38% - 40% Bulk Sodium Bisulfite Solution	4800 South Dysart Road	As Needed	28,700	Gallon	$1.48	$42,476.00
1.3	25% Bulk Sodium Bisulfite Solution	4800 South Dysart Road	As Needed	6,300	Gallon	$1.03	$6,489.00
1.4	33% Sodium Hydroxide (liquid)	4800 South Dysart Road	As Needed	24	55 Gallon Drum	$89.40 ea	$2145.60
1.5	25% Sodium Hydroxide	3850 North El Mirage Rd	Monthly	47,400	Gallon	$ .99	$46,926.00
1.6	35% Bulk Ferric Chloride	3850 North El Mirage Rd	Monthly	15,000	Gallon	$ 2.15	$32,250.00
						Subtotal Liquid Chemicals:	$189,786.60
	GASEOUS CHEMICALS						
1.7	Liquid Carbon Dioxide NSF Approved	3850 North El Mirage Rd	Monthly	216	Ton	$No Bid	$No Bid
						Subtotal Gaseous Chemicals:	$No Bid -0

Hill Brothers Chemical Co.

Item	Description of Material	Location	Frequency	Estimated Annual Quantity	Unit	Unit Price	Extended Price
	SALT - No Bid (N/B)						
1.8	Bulk Course Salt NSF Approved	Well 15 12533 W. Van Buren	Every 2 Weeks	26,000	Pound	$ N/B	$ N/B
1.9	Bulk Course Salt NSF Approved	Well 16 12585 W. McDowell Rd.	Every 2 Weeks	39,000	Pound	$ N/B	$ N/B
1.10	Bulk Course Salt NSF Approved	Well 19 12250 W. McDowell Rd	Every 2 Weeks	52,000	Pound	$ N/B	$ N/B
1.11	Bulk Course Salt NSF Approved	Well 23 Encanto & 118th Avenue	Every 2 Weeks	26,000	Pound	$ N/B	$ N/B
1.12	Bulk Course Salt NSF Approved	Gateway Booster Station 1940 North 99th Avenue	Every 2 Weeks	26,000	Pound	$ N/B	$ N/B
1.13	Bulk Course Salt NSF Approved	Northside Booster Station 3850 North El Mirage Rd	Every 2 Weeks	39,000	Pound	$ N/B	$ N/B
1.14	Bulk Course Salt NSF Approved	Northeast Booster Station 3100 N. 107th Avenue	Every 2 Weeks	26,000	Pound	$ N/B	$ N/B
1.15	Bulk Course Salt NSF Approved	4800 South Dysart Road	As Needed	25,000	Pound	$ N/B	$ N/B

Subtotal Salt: $ N/B -0

Tax Rate N/B **% Taxes:** $ N/B -0

A prompt payment discount of 0 **% for** 0 **days shall be applied to the pricing. Refer to Payment Terms Part II, Section 1.8.**

Hill Brothers Chemical Co.

EXHIBIT C
BIDDER'S EXCEPTIONS AND DEVIATIONS

Bidder shall fully describe every variance, exception and/or deviation. Additional sheets may be used if required.

NONE

Hill Brothers Chemical Co.

CITY COUNCIL REPORT

SUBJECT:
Contract Amendment - Salt Works

MEETING DATE:
April 20, 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 authorize the purchase of salt for the water reclamation facility from Charlie Pepper, Inc. d/b/a Salt Works by amending the current agreement resulting in an annual total of $20,000.00 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Salt is used to soften the water used in the odor scrubber systems. The softening process conditions the water to allow more effective chemical reactions within the odor scrubbers; reducing the quantity of Sodium Hypochlorite and Sodium Hydroxide required to remove the Hydrogen Sulfide from the air. Permit requirements set by the County require the use of odor scrubber systems in order to meet or exceed permit requirements.

DISCUSSION:

The City of Avondale secured a contract price with Charlie Pepper, Inc. d/b/a Salt Works in 2007 for the purchase of salt used in the odor scrubber processes. This amendment to the agreement will provide what is estimated to be used annually from this vendor for the duration of the contract. The City of Avondale contract was competitively advertised and bid in conformance with Avondale's procurement requirements. Charlie Pepper, Inc. d/b/a Salt Works. and the City of Avondale have agreed to extend this agreement for 36 months from April 2009 to March 2012.

BUDGETARY IMPACT:

The funding is available in line item 503-9230-00-7155.

RECOMMENDATION:

Staff is recommending that the City Council authorize salt purchases for the Water Reclamation Facility from Charlie Pepper, Inc. d/b/a Salt Works by amending the current agreement to provide an annual total of $20,000.00 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Salt Works Amendment Contract

FIRST AMENDMENT
TO
CONTRACT NO. 12394C
BETWEEN
THE CITY OF AVONDALE
AND
CHARLIE PEPPER, INC. d/b/a/ SALT WORKS

THIS FIRST AMENDMENT TO THE CONTRACT (this "First Amendment") is made as of April 20, 2009, between the City of Avondale, an Arizona municipal corporation (the "City"), and Charlie Pepper, Inc. d/b/a/ Salt Works, a Utah corporation (the "Contractor").

RECITALS

A. The City issued Invitation for Bids WR 07-013 (the "IFB") seeking bids from contractors to provide chemicals for water treatment.

B. The Contractor responded to the IFB and the City and Contractor entered into Contract No. 12394C for the provision of water treatment chemicals (the "Contract"), attached hereto as Exhibit A and incorporated by reference.

C. The City and the Contractor desire to amend the Contract to add additional provisions and to extend the term of the Contract.

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 Contractor hereby agree to amend the Contract as follows:

1. Compensation. The City shall pay the Contractor a price not to exceed an annual aggregate total of $20,000.00 for the Materials at the Billing Rates included as part of the Contract attached hereto as Exhibit A.

2. Term of Agreement. The term of the Agreement shall be extended for 36 months from April 6, 2009 to March 31, 2012.

3. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 of the Agreement.

4. Agreement Subject to Appropriation. The provisions of this First Amendment and the Contract for payment of funds by the City shall be effective when funds are appropriated for purposes of this First Amendment and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this First Amendment and the City shall keep the Contractor fully informed as to the availability of funds for this First Amendment. The obligation of the City to make any payment pursuant to this First Amendment and the Contract 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 First Amendment during any immediately succeeding fiscal year, this First Amendment shall terminate at the end of the then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this First Amendment and the Contract.

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

6. 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 Contract.

7. Conflict of Interest. This First Amendment and the Contract 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

"**Contractor**"

CHARLIE PEPPER, INC. d/b/a/ SALT WORKS, a Utah 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 _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of CHARLIE PEPPER, INC. d/b/a/ SALT WORKS, a Utah corporation, on behalf of such corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
FIRST AMENDMENT
TO
CONTRACT NO. 12394C
BETWEEN
THE CITY OF AVONDALE
AND
CHARLIE PEPPER, INC. d/b/a/ SALT WORKS

[Contract and Billing Rates]

See following page.

OFFER

To the City of Avondale:

The undersigned (the "Vendor") hereby offers (the "Vendor Offer") and agrees to furnish materials in compliance with: all terms, conditions and specifications in the Contract (as defined below) except for any written exceptions attached hereto as Exhibit C and (ii) the price included on the Price Sheet attached hereto as Exhibit B.

Arizona Transaction (Sales) Privilege Tax License Number: 07-601226-C	For Clarification of this Vendor Offer contact:
Federal Employer Identification Number: 87-0447127	Name: Terry Walker
Salt Works Vendor Name	Telephone: 602-418-4705
663 West 2nd Ave #25 Address	[signature] Authorized Signature for Vendor
Mesa AZ 85210 City State Zip Code	Terry Walker Printed Name
	President Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Avondale Use Only)

The Vendor Offer is hereby accepted. The "Contract" between the City and the Vendor consists of the following: (i) Vendor Offer, (ii) General Terms & Conditions set forth in Part II herein, (iii) Special Terms & Conditions set forth in Part III herein, (iv) Specifications set forth in Part IV herein, (v) any Addenda as acknowledged by the Vendor on the form attached hereto as Exhibit A, (vi) Price Sheet attached heretono as Exhibit B, (vii) Vendor Exceptions to Specifications attached hereto as Exhibit C and (viii) Acceptance of Offer and Contract Award. The Vendor is now bound to provide the materials as set forth in this Contract. The Vendor shall not commence any billable work or provide any material under this Contract until Vendor receives an executed Purchase Order from the City.

Attested by:

By: Linda M Farris
Linda M. Farris, City Clerk

Effective Date: 5-9-2007

CC 12394 C
Contract Number

Official File

City of Avondale, an Arizona municipal corporation:

By: [signature]
Charles P. McClendon, City Manager

Approved as to form:

[signature]
Andrew J. McGuire, City Attorney

PART I
INTRODUCTION

The City of Avondale is seeking sealed bids from vendors to provide Chemicals for Water Treatment. Contractor shall provide transportation, delivery and off-loading into tanks or storage facilities at City sites.

The City of Avondale Water Reclamation Facility, located at 4800 South Dysart Road

Bulk 12.5% sodium hypochlorite;
Bulk 38% - 40% sodium bisulfite;
Bulk 25% sodium bisulfite

33% sodium hydroxide in 55-gallon drums including drum disposal

The City of Avondale Arsenic Treatment Facility, located at 3850 North El Mirage Road

35% Ferric Chloride
25% Sodium Hydroxide.
Liquid Carbon Dioxide

Bulk Course Salt, NSF approved, is required at various locations. Refer to Part IV Specifications.

In accordance with City of Avondale (the "City") Procurement Code, competitive sealed bids ("Bids") for Chemicals for Water Treatment will be received by the City Clerk at the specified location until the date and time cited above. Bids shall be in the actual possession of the City Clerk on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City Procurement Code. ***Bids shall be submitted in a sealed envelope with the Invitation for Bid title, solicitation number and the Bidder's name and address clearly indicated on the front of the envelope.*** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the ***entire*** Invitation for Bid Package (the "Bid Package"). Bids received by the correct date and time shall be publicly opened and the Bid price read aloud on the bid due date and time.

PART II
GENERAL TERMS AND CONDITIONS

1 BIDDING; AWARD OF CONTRACT

1.1 PREPARATION OF BID:

A. All Bids shall be on the forms provided in this Bid Package. It is permissible to copy these forms if required. Telegraphic (facsimile) or emailed bids will not be considered.

B. The Vendor Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to bind the Vendor.

C. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Vendor Offer.

D. If price is a consideration and in case of error in the extension of prices in the Bid, the unit price shall govern. No Bid shall be altered, amended or withdrawn after the specified Bid due date and time.

E. Periods of time, stated as a number of days, shall be calendar days.

F. It is the responsibility of all Vendors to (i) examine the entire Bid Package, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a Vendor Offer and (iv) submit the entire, completed Bid Package at the time of Bid. Negligence in preparing a Bid confers no right of withdrawal after Bid due date and time.

1.2 INQUIRIES: Any question related to the Bid Package shall be directed to the City contact whose name appears on the front of this Bid Package. Questions shall be submitted in writing. Any correspondence related to the Bid Package shall refer to the appropriate Invitation for Bid number, page and paragraph. However, the Vendor shall not place the Invitation for Bid number on the outside of any envelope containing questions because such an envelope may be identified as a sealed Bid and may not be opened until after the official bid due date and time.

1.3 INTERPRETATION OF PLANS, SPECIFICATIONS AND DRAWINGS: If any person contemplating submitting Vendor Offer is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may, no later than seven days prior to the representative bid opening, submit to the City contact a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretations or corrections of the proposed documents will be made only by amendment duly approved and issued and a copy of each such amendment

will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the Contract.

1.4 **PROSPECTIVE BIDDERS' CONFERENCE:** A prospective bidders' conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this Bid Package. The purpose of this conference will be to clarify the contents of this Bid Package in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this Bid Package or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the Bid Package. Oral statements or instructions will not constitute an amendment or addendum to this Bid Package.

1.5 **LATE BIDS:** Late bids will not be considered, except as provided by the City Procurement Code. A Vendor submitting a late Bid shall be so notified.

1.6 **WITHDRAWAL OF BID:** At any time prior to the specified Bid due date and time, a Vendor (or designated representative) may withdraw its Bid. Facsimile or mailgram bid withdrawals will not be considered.

1.7 **AMENDMENT OF BID:** At any time prior to the specified Bid due date and time, a Vendor (or designated representative) may amend its Bid. Facsimile or mailgram bid amendments will not be considered.

1.8 **PAYMENT**: Any Bid that requires payment in less than 30 calendar days shall not be **considered**. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. However, the City shall be entitled to take advantage of any payment discount offered by the Contractor provided payment is made within the discount period. Payment discounts shall be indicated on Pricing Sheet (Exhibit B).

1.9 **CURRENT PRODUCTS:** All products offered in the Vendor Offer shall be new and in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this Contract.

1.10 **DISCOUNTS:** Payment discounts of 30 calendar days or more will be deducted from the Bid price in determining the low Bid. However, the City shall be entitled to take advantage of any payment discount offered by the Vendor, provided payment is made within the discount period.

1.11 **TAXES:** The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

1.12 COST OF BID/PROPOSAL PREPARATION: The City shall not reimburse the cost of developing or presenting the Vendor Offer. Vendor Offers submitted for consideration should be prepared simply and economically, providing adequate information in a concise manner.

1.13 VENDOR REGISTRATION: Prior to the award of the Contract, the successful Vendor shall have a completed Request for Vender Number on file with the City Financial Services Department.

1.14 AWARD OF CONTRACT:

A. Unless the Vendor Offer states otherwise, or unless provided within this Contract, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

B. Notwithstanding any other provision of this Contract, the City expressly reserves the right to:

1. Waive any immaterial defect or informality
2. Reject any or all Vendor Offers, or portions thereof
3. Reissue a Bid Package

C. A Vendor Offer is an offer to contract with the City based upon the terms, conditions and specifications contained in this Contract. The Contract is formed when the Vendor Offer is accepted by the City.

1.15 CERTIFICATION: By submitting a Vendor Offer, the Vendor certifies:

A. The submission of the Vendor Offer did not involve collusion or other anti-competitive practices.

B. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

C. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Vendor Offer. Failure to sign the Vendor Offer, or signing it with a false statement, shall void the submitted Vendor Offer and any resulting contracts and the Vendor may be debarred from further bidding in the City.

1.16 PURCHASE ORDER: Within 45 days of the City's execution of the Acceptance of Offer and Contract Award, the City may issue a written Purchase Order. The Purchase Order shall

stipulate the actual Contract start date, the Contract duration and the Contract completion date. The time required for the Vendor to obtain permits and licenses shall be included in the Contract duration and shall not be justification for a delay claim by the Vendor. The time required for the Vendor to prepare, transmit and obtain approval of applicable submittals shall be included in the Contract duration and shall not be justification for a delay claim by the Vendor. No materials shall be delivered until after all required permits and licenses have been obtained.

2 GENERAL

2.1 LAWS AND REGULATIONS: The Vendor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the services herein specified, including the following: (i) existing and future City and County ordinances and regulations, (ii) state and federal laws and (iii) Occupational Safety and Health Administration ("OSHA") standards.

2.2 PAYMENTS TO VENDOR: Payment shall be conditioned upon Vendor's compliance with its obligations under this Contract. Payment shall be made within 30 days of the City's receipt of Vendor's verified request. Payment shall not constitute acceptance of the materials by the City.

3 PERFORMANCE OF THE SERVICES

3.1 DELIVERY SCHEDULING: Time is of the essence for this Contract. Vendor shall provide the City with any requested scheduling information and a proposed schedule for delivery of the Materials. Vendor shall comply with instructions given by the City, including any decision to suspend, delay or accelerate delivery of the Materials.

3.2 DELAY BY VENDOR: Delays in the performance of the Contract by Vendor shall be excused only when due to causes beyond the control of the Vendor such as a force majeure as set faith in section 4.13 below; provided, that Vendor shall notify the City in writing within 48 hours of any circumstance or event which Vendor believes may justify an extension of time.

3.3 NO DAMAGE FOR DELAY BY THE CITY: Vendor shall adjust its operations to conform to any progress schedule changes and hereby waives and releases the City from any liability for damages or expenses which may be caused to or sustained by Vendor by reason of such changes or by reason of delays, whether caused in whole or in part by conduct on the part of the City, including without limitation, any breach of this Contract or delays by other Vendors or subcontractor. Vendor's exclusive remedy in event of delay by the City shall be an extension of time hereunder.

3.4 RISK OF LOSS: Vendor shall assume the risk of loss occasioned by fire, theft or other damage to the Materials, prior to delivery to and acceptance by the City. Vendor shall (i) be responsible for damage to the Materials, machinery, apparatus, tools, equipment and

property of the City and other Vendors resulting from the acts or omissions of its subcontractors, employees, agents and representatives sub-contactors and (ii) pay the full costs of repair or replacement of any said damage.

3.5 **TRAINING:** The Vendor shall install the equipment, as applicable and provide training to City personnel for proper operation and utilization. Necessary manuals are to be furnished with each piece of equipment.

3.6 **PRODUCT DISCONTINUANCE:** In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Vendor to provide a substitute for the discontinued item. The Vendor shall request permission to substitute a new product or model and provide the following:

A. A formal announcement from the manufacturer that the product or model has been discontinued.

B. Documentation from the manufacturer that names the replacement product or model.

C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

3.7 **SERIAL NUMBERS:** Vendor Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the Contract term, the City reserves the right to reject any altered equipment.

3.8 **LICENSES:** Vendor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Vendor.

3.9 **DEMONSTRATION MODELS:** All Vendors are hereby notified that demonstration units of the Materials offered shall be made available in Avondale. The City shall arrange a time and place for equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City.

3.10 **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Vendors but are intended to establish the quality, design or

performance which is desired. Any offer which proposes like quality, design or performance will be considered.

3.11 DESCRIPTIVE LITERATURE: All Vendors shall include complete manufacturers' descriptive literature regarding the equipment it proposes to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the Vendor Offer. Failure to include this information may result in the Vendor Offer being rejected.

4 MISCELLANEOUS

4.1 GRATUITIES: The City may, by written notice to the Vendor, cancel this Contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the City for the purpose of securing this Contract. In the event this Contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor the amount of the gratuity.

4.2 APPLICABLE LAW: In the performance of this Contract, Vendors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the State of Arizona.

4.3 TERMINATION; CANCELLATION.

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

4.1.2 For Cause. This Agreement may be terminated be 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 Contractor for the undisputed portion of its fee due as of the termination date.

4.1.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor 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 Contractor for the undisputed portion of its fee due as of the termination date.

4.1.4 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 Contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

4.1.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer 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 Contractor an amount equal to 150% of the gratuity.

4.4 **CONTRACT AMENDMENTS:** This Contract may be modified only by a written Contract Amendment approved by the City and signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

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

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

4.7 **RELATIONSHIP OF 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 Vendor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Vendor should make arrangements to directly pay such expenses, if any.

4.8 **INTERPRETATION-PAROL EVIDENCE:** This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the

provisions of this Contact. This Contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both parties. Any attempt at oral modification of this Contract shall be void and of no effect.

4.9 **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by Vendor without prior, written permission of the City and no delegation of any duty of Vendor shall be made without prior, written permission of the City.

4.10 **SUBCONTRACTS:** No subcontract shall be entered into by the Vendor with any other party to furnish any of the Materials without the prior, written approval of the City. All subcontracts 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 Vendor referred to herein. The Vendor is responsible for Contract performance whether or not subcontractors are used.

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

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

4.13 **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

A. Late delivery of the Materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

B. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this subsection 4.13.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or sent via U.S. Mail, Certified-Return Receipt and shall make a specific reference to this subsection, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4.14 RIGHT TO ASSURANCE: Whenever one party to this Contract in good faith has reason to question the other party's intent to perform it may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.15 RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of the Vendor as related to this Contract.

4.16 RIGHT TO INSPECT PLANT: The City may, at reasonable times, inspect the part of the plant or place of business of the Vendor or subcontractor that is related to the performance of this Contract.

4.17 WARRANTIES: Vendor warrants to the City that all Materials furnished shall be new unless otherwise specified and agreed to by the City. If at any time within one year following the date of acceptance of the Materials (or such longer period as may be provided under warranties for materials): (i) any part of the materials furnished shall be or become defective due to defects in either labor or materials, or both or (ii) Vendor's materials are or were not in conformance with original or amended plans and specifications, or supplementary or shop drawings, then the Vendor shall, upon written notice from the City, immediately replace or repair such defective or non-conforming Materials at no cost to the City. Vendor further agrees to execute any special guarantees as provided by the Contract

or required by law. Vendor shall require similar guarantees from all of its vendors and from all of its subcontractors.

4.18 **INSPECTION:** All Materials and subject to final inspection and acceptance by the City. Materials failing to conform to the specifications of this Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Materials, the City may elect to do any or all of the following by written notice to the Vendor:

A. Waive the non-conformance.

B. Bring Materials into compliance and withhold the cost of same from any payments due to the Vendor.

4.19 **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of Materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

4.20 **SHIPMENT UNDER RESERVATION PROHIBITED:** Vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

4.21 **LIENS:** All Materials shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

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

4.23 **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the City and shall not be used or released by the Vendor or any other person except with the prior written permission of the City.

4.24 **PUBLIC RECORD:** All Vendor Offers shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

4.25 **ADVERTISING:** Vendor shall not advertise or publish information concerning this Contract without prior, written consent of the City.

4.26 CONFIDENTIAL INFORMATION:

A. If a Vendor believes that a Bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the City contact of this fact shall accompany the submission and the information shall be identified.

B. The information identified by the person as confidential shall not be disclosed until the City contact makes a written determination.

C. The City contact shall review the statement and information and shall determine in writing whether the information shall be withheld.

D. If the City contact determines to disclose the information, the City contact shall inform the Vendor in writing of such determination.

4.27 CONFIDENTIALITY OF RECORDS: The Vendor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to the City. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under the Contract.

4.28 MULTIPLE AWARDS: The City reserves the right to award contracts to multiple Vendors. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential Vendor.

4.29 DEFAULT: The City, by written notice of default to the Vendor, may terminate the whole or any part of this Contract in any one of the following circumstances:

A. If the Vendor fails to make delivery of the supplies within the time specified

B. If the Vendor fails to perform any of the other provisions of this Contract, and fails to remedy the situation within a period of ten days after receipt of notice.

In the event the City terminates this Contract in whole or part due to Vendor's default, the City may procure supplies or services similar to those terminated, and the Vendor shall be liable to the City for any excess costs for such similar supplies or services. The City may recover any actual excess costs from the Contractor by deduction from an unpaid balance or (ii) any other remedies at law or equity.

PART III
SPECIAL TERMS AND CONDITIONS

1. **Purpose:** To establish an annual agreement for the transport, delivery and off loading of various chemicals for water treatment at multiple City sites identified in Part IV, Specifications.

2. **Anticipated Usage:** Quantities herein state an approximation of the anticipated annual purchase of the materials. The City reserves the right to increase or decrease the quantities ordered based upon need.

3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires a Vendor Offer to be valid and irrevocable for 60 days after the opening time and date.

4. **Cooperative Purchasing:** This Contract shall be for the use of the City of Avondale. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in this Contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the Vendor must be in agreement with the cooperative transaction. Any orders placed to the successful Vendor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Contract 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.

5. **Contract Type:** Fixed price, indefinite quantity, term contract.

6. **Term of Contract:** The term of this Contract shall commence on the date it is fully executed by the City, unless a different effective date is set forth herein and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein. By mutual written contract amendment, this Contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.

7. **Escalation**: Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Procurement Agent prior to any adjusted invoicing being submitted for payment.

8. **Shipping Terms:** Prices shall be Freight on Board ("F.O.B.") to the delivery locations identified in Part IV Specifications.

9. Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damaged goods and shall assist the Vendor in arranging for inspection.

10. **Delivery:** Delivery shall be made within seventy-two (72) hours after receipt of order. Notwithstanding the provisions of subsection 1.16 of the General Conditions to the contrary, a purchase order may be issued up to 120 days from the date of the Notice of Award.

    a. Delivery shall be made Monday through Friday between the hours of 6:00 a.m. and 2:00 p.m. MST unless approved in writing by the City at the time of time of order.

11. **Non-Exclusive Contract:** This Contract is hereby awarded with the understanding and agreement that it is for the sole convenience of the City of Avondale. The City reserves the right to obtain like goods or services from another source when necessary.

12. **Warranty:** All Materials supplied under this Contract shall provide a one-year warranty/guarantee against defects in materials and/or performance for all items.

    a. Each load delivered shall be accompanied with a manufacturer's certification.

13. **Evaluation:** In accordance with the City Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation for Bid.

14. **Liquidated Damages:** Bidder shall state a period of time in days in which delivery shall be accomplished, not to exceed one hundred eighty days from award of bid. In the event of fire, strikes or other unforeseen circumstances beyond the control of the successful bidder, an extension of delivery date may be allowed upon written request. If delivery is not accomplished upon date specified including any extension, not as a penalty, but as liquidated damages, $430.00 will be deducted from invoice for each day, until delivery is accomplished and material is accepted.

15. **Contractor Review of Documents:** Contractor shall review its bid submission to assure the following requirements are met.

    a. **One (1) original and one (1) copy of all submissions** - MANDATORY

    b. **Offer** (Page 1) MANDATORY

    c. **Acknowledgement of Addenda (Exhibit A)** if required

    d. **Pricing page(s) (Exhibit B),** MANDATORY

    e. **References (PART V),** MANDATORY

PART IV
SPECIFICATIONS

1. **Sodium Hypochlorite:** Bulk chemical shall be liquid 12.5% sodium hypochlorite solution. The chemical shall be transported, delivered and loaded into two (2) 5,000 sodium hypochlorite storage tanks on an as needed basis.

   1.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ

   1.2 Each load shall be accompanied with a manufacturer's certification that the chemical is a 12.5% sodium hypochlorite solution.

   1.3 The receiving connection is a 2" female "camlock" fitting.

   1.4 Every effort will be made to order a minimum load of 4,000 gallons.

2. **Sodium Bisulfite:** Bulk chemical shall be liquid 38% - 40% sodium bisulfite. The chemical shall be transported, delivered and loaded into one (1) 5,000 sodium bisulfite storage tank.

   2.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ

   2.2 Each load shall be accompanied with a manufacturer's certification that the chemical is 38% - 40% sodium bisulfite or liquid 25% sodium bisulfite as ordered.

   2.3 The receiving connection us a 2" female "camlock" fitting.

   2.4 Every effort will be made to order a minimum load of 3,500 gallons.

3. **Sodium Bisulfite:** Bulk chemical shall be liquid 25% sodium bisulfite. The chemical shall be transported, delivered and loaded into sodium bisulfite storage tanks. This chemical will be primarily ordered December through March.

   3.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ

   3.2 Each load shall be accompanied with a manufacturer's certification that the chemical is liquid 25% sodium bisulfite as ordered.

4. **Sodium Hydroxide – 33%:** Chemical shall be liquid 33% sodium hydroxide (caustic soda) solution.

   4.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ

   4.2 The 33% sodium hydroxide solution shall be transported and delivered in 55-gallon drums.

4.3 Each delivery shall be accompanied with a manufacturer's certification that the solution is 33% sodium hydroxide.

4.4 Contractor shall dispose of empty drums (with a maximum of 2" of product at the bottom).

4.5 Every effort will be made to order a minimum of 4 drums.

5. **Sodium Hydroxide – 25%:** Bulk chemical shall be liquid 25% sodium hydroxide solution.

5.1 Delivery Location: Arsenic Treatment Facility, 3850 North El Mirage Road, Avondale, AZ

a. Initial delivery will be approximately 3,900 gallons. Subsequent quantities will vary depending upon demand. It is estimated that this facility will require at least 3,950 gallons per month.

5.2 Each delivery shall be accompanied with a manufacturer's certification that the solution is 25% sodium hydroxide

6. **Ferric Chloride:** Chemical shall be liquid 35% ferric chloride solution.

6.1 Delivery Location: Arsenic Treatment Facility, 3850 North El Mirage Road, Avondale, AZ

a. Initial delivery will be approximately 1,200 gallons. Subsequent quantities will vary depending on demand. It is estimated that this facility will require at least 1,250 gallons per month.

6.2 Each delivery shall be accompanied with a manufacturer's certification that the solution is 35% ferric Chloride.

7. **Liquid Carbon Dioxide:** NSF approved.

6.1 Delivery Location: Arsenic Treatment Facility, 3850 North El Mirage Road, Avondale, AZ

a. Initial delivery will be approximately 52,000 pounds. Subsequent quantities will vary depending on demand. It is estimated that this facility will require 18 tons per month.

8. **Bulk Course Salt:** NSF approved.

8.1 Delivery locations:

a. Well 15, 12533 W. Van Buren (approximately 1,000 lbs every 2 weeks)
b. Well 16, 12585 W. McDowell (approximately 1,500 lbs every 2 weeks)
c. Well 19, 12250 W. McDowell (approximately 2,000 lbs every 2 weeks)
d. Well 23, Encanto & 118th Ave. (approximately 1,000 lbs every 2 weeks)
e. Gateway Booster Station, 1940 N. 99th Ave (approximately 1,000 lbs every 2 weeks)
f. Northside Booster Station 3850 N. El Mirage (approximately 1,500 lbs every 2 weeks)
g. Northeast Booster Station 3100 N. 107th (approximately 1,000 lbs every 2 weeks)
h. Avondale Water Reclamation Facility 4800 South Dysart Road (as needed)

PART V
REFERENCES

Please list a minimum of three (3) references whom the Procurement Office may contact:

1. Company: City of Phoenix Remote Facilities
   Contact: Bert Morales
   Address: 5204 E. Thomas Rd
   Phoenix, AZ 85018
   Phone: 602-534-2859

2. Company: City of El Mirage
   Contact: Willey Dunlap
   Address: 12001 W. Peoria Ave.
   El Mirage AZ 85335
   Phone: 623-935-6405

3. Company: City of Phoenix Deer Valley WTP
   Contact: Wes Taylor
   Address: 3030 West Dunlap Ave
   Phoenix AZ 85051
   Phone: 602-534-2184

PART VI
LICENSES:

☒ **Attach a copy of your Business License to your bid submittal.**

☐ **Attach a copy of your City of Avondale License, if applicable.**

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No___X___.

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

Tax and Licensing
P.O. Box 1466
Mesa Arizona 85211-1466

CITY OF MESA
Great People, Quality Service!

00086776
PRIVILEGE LICENSE NO.
NON-TRANSFERABLE
DATE ISSUED
8/2/1999

TRANSACTION PRIVILEGE (SALES) TAX LICENSE

This Privilege License shall be valid until request for cancellation and/or surrender of the license by the licensee or expiration through cessation by the licensee of the business for which it was issued.

Subject to the provisions of Title 5 (Business Regulations) and Title 11 (Zoning Regulations) of the Mesa City Code, the person or firm listed below is hereby licensed to and is given conditional approval to conduct the

POST THIS LICENSE IN A CONSPICUOUS PLACE

Business of
Located at

CHARLIE PEPPER SALT WORKS
619 N ROSEMONT CIR
MESA, AZ 85205-6427

CODE 5999
MISC RETAIL-USE TAX

ISSUED TO

WALKER, KAY
619 N ROSEMONT CIR
MESA, AZ 85205-6427

ISSUED BY Donald D. Ayers
Tax & Licensing Director

EXHIBIT A
CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

Salt Works, affirms that the following ADDENDA have been received
(Name of Vendor)
and that the information contained in the ADDENDA has been incorporated in formulating the Vendor Offer.

_____ _____, 2007
Signed, for the Vendor Date

ADDENDA RECEIVED: N/A

1. _____, dated _____, 2007.
2. _____, dated _____, 2007.
3. _____, dated _____, 2007.
4. _____, dated _____, 2007.
5. _____, dated _____, 2007.

(Add others as needed, identified in the same format)

EXHIBIT B
PRICING

Contractor shall provide pricing including all transportation, delivery and off-loading chemicals into tanks or storage facilities.

Item	Description of Material	Location	Frequency	Estimated Annual Quantity	Unit	Unit Price	Extended Price
	LIQUID CHEMICALS						
1.1	12.5% Bulk Sodium Hypochlorite Solution	4800 South Dysart Road	As Needed	70,000	Gallon	$_____	$_____
1.2	38% - 40% Bulk Sodium Bisulfite Solution	4800 South Dysart Road	As Needed	28,700	Gallon	$_____	$_____
1.3	25% Bulk Sodium Bisulfite Solution	4800 South Dysart Road	As Needed	6,300	Gallon	$_____	$_____
1.4	33% Sodium Hydroxide (liquid)	4800 South Dysart Road	As Needed	24	55 Gallon Drum	$_____	$_____
1.5	25% Sodium Hydroxide	3850 North El Mirage Rd	Monthly	47,400	Gallon	$_____	$_____
1.6	35% Bulk Ferric Chloride	3850 North El Mirage Rd	Monthly	15,000	Gallon	$_____	$_____
						Subtotal Liquid Chemicals:	$_____
	GASEOUS CHEMICALS						
1.7	Liquid Carbon Dioxide NSF Approved	3850 North El Mirage Rd	Monthly	216	Ton	$_____	$_____
						Subtotal Gaseous Chemicals:	$_____

Item	Description of Material	Location	Frequency	Estimated Annual Quantity	Unit	Unit Price	Extended Price
	SALT						
1.8	Bulk Course Salt NSF Approved	Well 15 12533 W. Van Buren	Every 2 Weeks	26,000	Pound	$ .1175	$ 3055.00
1.9	Bulk Course Salt NSF Approved	Well 16 12585 W. McDowell Rd.	Every 2 Weeks	39,000	Pound	$ .1175	$ 4582.50
1.10	Bulk Course Salt NSF Approved	Well 19 12250 W. McDowell Rd	Every 2 Weeks	52,000	Pound	$ .1175	$ 6110.00
1.11	Bulk Course Salt NSF Approved	Well 23 Encanto & 118th Avenue	Every 2 Weeks	26,000	Pound	$ .1175	$ 3055.00
1.12	Bulk Course Salt NSF Approved	Gateway Booster Station 1940 North 99th Avenue	Every 2 Weeks	26,000	Pound	$ .1175	$ 3055.00
1.13	Bulk Course Salt NSF Approved	Northside Booster Station 3850 North El Mirage Rd	Every 2 Weeks	39,000	Pound	$ .1175	$ 4582.50
1.14	Bulk Course Salt NSF Approved	Northeast Booster Station 3100 N. 107th Avenue	Every 2 Weeks	26,000	Pound	$ .1175	$ 3055.00
1.15	Bulk Course Salt NSF Approved	4800 South Dysart Road	As Needed	25,000	Pound	$ .1175	$ 2937.50

Subtotal Salt: $ 30,432.50

Tax Rate 7.8 **% Taxes:** $ 2373.74

A prompt payment discount of 2 **% for** 10 **days shall be applied to the pricing. Refer to Payment Terms Part II, Section 1.8.**

EXHIBIT C
BIDDER'S EXCEPTIONS AND DEVIATIONS

Bidder shall fully describe every variance, exception and/or deviation. Additional sheets may be used if required.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

CITY COUNCIL REPORT

SUBJECT:
Emergency Purchase of PLC Equipment for the Water Reclamation Facility from Andritz Separation, Inc.

MEETING DATE:
April 20, 2009

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director, (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

This is a request for City Council to ratify the emergency purchase of PLC (Programmable Logic Controller) equipment for the Water Reclamation Facility's centrifuge systems from Andritz Separation, Inc., in the amount of $65,910, plus any sales, use, excise or other taxes applicable to the sale or use of the product and approve the transfer of funds from Wastewater Contingency to the Water Reclamation Facility operating budget.

BACKGROUND:

The last step in the solids handling process at the Water Reclamation Facility is to remove water to reduce the amount and weight of materials transported to the landfill. The current and post Water Reclamation Facility expansion solids handling process uses two centrifuge units. On March 9, 2009, staff was unable to start up one of the centrifuge PLCs. The PLC controls the centrifuge operation and processes. If the PLC does not work, the centrifuge will not operate. On March 10, 2009, Brown and Caldwell, who is on the City's Engineering on-call list, investigated the issue and identified the problem as control system failure due to the absence of programming on the PLC.

Andritz Separation, Inc., assessed the existing PLCs and informed staff the PLCs were obsolete, and Andritz no longer supports the existing PLCs. On March 13, 2009, the Water Resources Department obtained a PLC upgrade proposal from Andritz.

DISCUSSION:

On March 17, 2009, the Water Resources Director recommended the City Manager approve the centrifuge PLC unit upgrades as identified in the Andritz proposal. The City Manager approved the emergency procurement memo for the upgrades and City staff gave Andritz a notice to proceed.

BUDGETARY IMPACT:

A transfer of $65,910, plus any present or future sales, use, excise or other taxes applicable to the sale or use of the product, from the Wastewater Contingency fund, budget line item number 503-9210-00-9900, to the Water Reclamation Facility - R&M Wastewater Treatment Plant, budget line item number 503-9230-00-6770, is necessary for the purchase of the PLC equipment.

RECOMMENDATION:

Staff recommends that City Council ratify the emergency purchase of PLC (Programmable Logic Controller) equipment for the Water Reclamation Facility's centrifuge systems from Andritz Separation, Inc., in an amount of $65,910, plus any present or future sales, use, excise or other taxes applicable to the sale or use of the product and approve the transfer of funds from Wastewater Contingency to the Water Reclamation Facility operating budget.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
PSA - Brown and Caldwell to Perform Programming of Programmable Logic Controller Equipment for the Water Reclamation Facility

MEETING DATE:
April 20, 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 Brown and Caldwell to perform PLC (Programmable Logic Controller) and SCADA (Supervisory Controls and Data Acquisition) integration and programming work in conjunction with the Andritz PLC upgrades for the Water Reclamation Facility's centrifuge system, not to exceed $39,979, to approve the transfer of funds from Wastewater Contingency to the Water Reclamation Facility operating budget, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The last step in the solids handling process at the Water Reclamation Facility is to remove water to reduce the amount and weight of materials transported to the landfill. The current and post Water Reclamation Facility expansion solids handling process uses two centrifuge units. On March 9, 2009, staff was unable to start up one of the centrifuge PLCs. The PLC controls the centrifuge operation and processes. If the PLC does not work, the centrifuge will not operate. On March 10, 2009, Brown and Caldwell, who is on the City's Engineering on-call list, investigated the issue and identified the problem as control system failure due to the absence of programming on the PLC.

Andritz Separation, Inc., assessed the existing PLCs and informed staff the PLCs were obsolete and Andritz no longer supports the existing PLCs. On March 13, 2009, the Water Resources Department obtained a PLC upgrade proposal from Andritz. The City Manager approved an emergency procurement memo for the upgrades as identified in the Andritz proposal and City staff gave Andritz a notice to proceed.

DISCUSSION:

Integration and programming with existing PLC and SCADA systems is not work Andritz performs. Brown and Caldwell, an engineering company who is on the City's Engineering on-call list, submitted a scope of work to oversee the work performed by Andritz and to handle the programming integration between the centrifuge PLCs, the master PLC for the solids handling process, and integration with the existing SCADA (Supervisory Control and Data Acquisition) system.

BUDGETARY IMPACT:

A transfer of $39,979 from the Wastewater Contingency fund, budget line item number 503-9210-00-9900, to the Water Reclamation Facility - R&M Wastewater Treatment Plant, budget line item number 503-9230-00-6770, is necessary for the integration and programming work to be performed by Brown and Caldwell.

RECOMMENDATION:

Staff recommends that the City Council approve the professional services agreement with Brown and Caldwell to perform PLC (Programmable Logic Controller) and SCADA (Supervisory Controls and Data Acquisition) integration and programming work in conjunction with the Andritz PLC upgrades for the Water Reclamation Facility's centrifuge system, not to exceed $39,979, approve the transfer of funds from Wastewater Contingency to the Water Reclamation Facility operating budget, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- PSA

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROWN & CALDWELL, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of April 20, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and Brown & Caldwell, Inc., a California 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" and amended 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 programming, review and other services related to centrifuge control upgrades to the solids handling system and operation thereof at the City's Water Reclamation Facility (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 18, 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 $39,979.00 for the Services as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

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

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

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

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

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

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

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies 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:	Brown & Caldwell, Inc. 201 East Washington, Suite 500 Phoenix, Arizona 85004 Facsimile: (602) 567-4001 Attn: Brandon Erndt

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	BROWN & CALDWELL, INC., a California 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 _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of BROWN & CALDWELL, INC., a California corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROWN & CALDWELL, INC.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

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

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**EN 08-017**
Solicitation Title:	**FY 2008/2009 Professional Consultants Selection List**
Release Date:	**March 25, 2008**
Final Date for Inquires and Place to Send Inquiries	**April 4, 2008** Charles Andrews, P.E., Senior Project Manager City of Avondale Engineering Dept. 11465 West Civic Center Drive, Suite 120 Avondale, Arizona 85323 OR candrews@avondale.org
SOQs Due Date, Time and Location:	**April 16, 2008** **3:00 p.m.** (local time, Phoenix, Arizona) City of Avondale 11465 West Civic Center Drive, Suite 200 Avondale, Arizona 85323-6804
Letters to Final Listed Firms:	**June 30, 2008**
City Representatives:	**Charles Andrews** **candrews@avondale.org** **623-333-4200** **Mary Rogers** **mrogers@avondale.org** **623-333-2200**

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I. INTRODUCTION

1. Purpose. The City of Avondale (the "City") is seeking Statements of Qualification ("SOQ") from professional consulting engineering firms ("Vendors") to be considered for a Professional Consultants Selection List aimed at capital improvement projects during the 2008/2009 and 2009/2010 Fiscal Years. Only Vendors capable of providing the requested discipline category of professional services will receive consideration. Qualified Vendors are invited to submit SOQs.

2. Discipline Categories of Projects. During Fiscal Years 2008/2009 and 2009/2010, the City plans to contract for professional services specific projects within the 16 (sixteen) different discipline categories of projects listed below. The scope of work for these specific projects may include studies, site investigations, planning, preliminary design concepts, and contract document development (preparing detailed plans, schedules, designs, assembly of specifications and reports). Project duties may also involve budget estimating, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration and presentations at public meetings. Please note, all projects involving the preparation of design plans and specifications require the design plans and specifications to be sealed by a Professional registered in the State of Arizona.

The Professional Consultants Selection List discipline categories are:

- Water Distribution System – Feasibility studies, wells, distribution systems, pump stations, storage facilities and treatment plants.

- Wastewater Systems – Studies, collection and disposal system designs, treatment plants and lift stations.

- Transportation Engineering – Roadway improvement projects, master plans, transportation planning, traffic calming projects and intersection designs.

- Traffic Engineering – Speed, volume and classification studies, traffic signal warrant studies, other traffic engineering and traffic control studies (such as All-way STOP warrant studies), pedestrian & bicycle studies, Safe Routes to School plans, school crosswalk studies, traffic signal design, traffic control design such as signing and pavement marking, traffic crash analysis, design of safety improvement projects, design of bike lane/transit/crosswalk facilities, street lights, and Intelligent Transportation Systems (ITS such as Traffic Operations Center design, variable message signs, fiber optic and conduit design, and Wireless Advanced Traffic Management Systems).

- Surveying - Including topographic surveys, boundary surveys, construction staking, as-built surveys, right-of-way and easement investigation, ALTA and preparation of legal descriptions.

- Hydrology/Hydraulic Projects – Master plans, hydrology studies and designing storm water drainage facilities.

- Plan Review Services – Includes plan review of subdivision plats, residential and commercial developments, construction plans for water, sewer, paving, drainage, street/traffic lights and grading.

- Landscape Architect – Master plans, conceptual planning, site designs, parks and community facilities, streetscapes, sidewalks, bicycle and pedestrian pathway design, scenery planting and irrigation.

- Hydrogeological Engineering – Provide aquifer impact and well feasibility studies. Ability to provide well abandonment services. Design of wells; provide construction inspection/observation services during the drilling of new or replacement wells.

- GIS Programs – Services to support Geographic Information Systems Programs including: data collection and development, map compilation, transformation and systems integration.

- Geotechnical and Environmental **-** Geotechnical engineering, pavement design, materials sampling and testing, pavement evaluation, design recommendations and specifications. Environmental site assessments, compliance audits, risk evaluations and recommendations.

- Foundation and Structural Design - To include load calculations and recommendations for construction of retaining walls, steel reinforced concrete structures, small buildings, and vehicular and pedestrian bridges.

- Electrical Design and Supervisory Control and Data Acquisition (SCADA) Programming - Provide design and inspection services for electric power supply, control systems and equipment specifications. Design and programming of local SCADA systems, PLC programming, and telemetry.

- Construction Management – Provide Construction Management at Risk (CMAR) and Design Build process management or construction administration and inspection services, such as estimation, bid document preparation, QA/QC services, shop drawing review, and post design services.

- Architect - Planning, renovation, interior and exterior design and construction management of small public building projects.

- Improvement District Administration – Qualifications will be considered from Vendors who are well established in this field, who are financially responsible and who have the resources and ability to provide the services requested in a professional and timely manner. Improvement District infrastructure improvements include, but are not limited to, roadway, water, wastewater, drainage systems, parks and other types of infrastructure.

II. STATEMENT OF QUALIFICATIONS REQUIREMENTS

1. Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Professional Consultants Selection Lists for Fiscal Year 2008/2009 and 2009/2010 outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

a. Interested parties must submit **one (1) original** and **eight (8) copies** (nine (9) total submittals) of the SOQ.

b. The SOQ shall be submitted with a cover letter with an original ink signature by a person authorized to bind the Vendor. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in original ink by the authorized person signing the SOQ.

c. The SOQ shall be a maximum of 15 pages to address the SOQ criteria (excluding résumés and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule, a discipline category/staffing matrix, or organizational chart and only having criteria information on one side. The cover letter, cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. The minimum allowable font for the SOQ is **11 pt**.

d. All Vendors shall (i) examine the entire RFQ, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a SOQ and (iv) submit the entire SOQ by the official Due Date and Time. Negligence in preparing a SOQ confers no right of withdrawal after the SOQ Due Date and Time.

e. All SOQs shall be sealed and clearly marked with the SOQ title and number**, FY 2008/2009 Professional Consultants Selection List (EN 08-017)**, on the lower left hand corner of the sealed mailing envelope. A return address must also appear on the outside of the sealed SOQ. The City is not responsible fore the pre-opening of, post-opening of, or the failure to open, any SOQs not properly addressed or identified.

f. All SOQs shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the time and date indicated on the cover page of this RFQ.

g. Telegraphic (facsimile), electronic (email) or mailgram SOQs will not be considered.

2. Irregular or Non-responsive SOQ. The City will consider as "irregular" or "non-responsive" and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

3. Inquiries. Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing by the date indicated on the cover page of this RFQ. Any correspondence related to the RFQ shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFQ number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed SOQ and may not be opened until after the Due Date and Time.

4. Late SOQs. Late SOQs will not be considered, except as provided by the City Procurement Code. A Vendor submitting a late SOQ shall be so notified.

5. Withdrawal of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may withdraw its SOQ. Facsimile, electronic (email) or mailgram SOQ withdrawals will not be considered.

6. Amendment of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may amend its SOQ. Facsimile, electronic (email) or mailgram SOQ amendments will not be considered.

7. Cost of SOQ Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. SOQs submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

8. Offer. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ and the Vendor's responsive SOQ, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form included herein.

9. Public Record. All SOQs shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

10. Confidential Information.

a. If a Vendor believes that a SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified.

b. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination.

c. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld.

d. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

11. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the SOQ.

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

a. The submission of the SOQ did not involve collusion or other anti-competitive practices.

b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. Failure to sign the SOQ, or signing it with a false statement, shall void the submitted SOQ and any resulting Agreement.

d. It (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 3, Inquiries, above.

e. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached Professional Service Agreement including the Exhibits.

13. Protests. Any Bidder may protest this RFQ issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

III. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule on the cover page of this RFQ. Upon receipt of an SOQ, each submittal will be reviewed for compliance with the submittal requirements by the Selection Committee. SOQs shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. Up to ten (10) of the highest rated professional consultants from each discipline category will be selected for inclusion on the Professional Consultants Selection shortlist.

These Professional Consultant Selection shortlists will be used to invite Vendors to submit proposals to provide professional services on specific project assignments. The City reserves the right to conduct formal interviews with selected Vendors depending upon the size and complexity of the specific project. The final Professional Consultant Selection List will be used by the City for at least one year and at the discretion of the City Manager for a second consecutive year.

For large or complex projects or for very specialized work, the City may use a separate Request for Proposals or Request for Qualifications process.

All processes will be conducted in accordance with ARIZ. REV. STAT. Title 34.

Section 1: General Factors and Compliance 10 pts

a. One page cover letter as described in Section II, 1(b) addressed to Charles Andrews, Senior Project Manager.

b. Completed Discipline Specialty Check List – Please ONLY check the discipline category(ies) for which you are particularly qualified, fully addressed and desire to be considered.

c. Title sheet with the following information:
   1. Title: Statement of Interest to provide Professional Services for Capital Improvement Projects for the 2008/2009 and 2009/2010 Fiscal Years.
   2. Submitted to: City of Avondale City Clerk
   3. Submittal date: April 16, 2008 (local time, Phoenix, Arizona)

4. Submitted by: Engineering firm or Individual (submitting) include address, contract person and telephone number.

d. Provide a statement regarding the following:

1. Your firm's familiarity and intention to comply with City's insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein. A copy of the City's "Notice of Request for Proposal" which includes standard contract provisions, terms and conditions is available upon request.

2. Your firm's design philosophy and approach to developing sound engineering recommendations and your approach to problem resolution.

e. Vendor Information Form shall be attached as separate appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 2: Vendor's relevant experience, availability and capability 50 pts

a. Provide a brief description of the firm including the number and types of personnel who would serve on projects.

b. Provide a list of relevant projects in which the firm had a significant contribution with an emphasis on local experience. Include references and telephone numbers of clients familiar with the projects.

c. Provide a general description of the company that is proposing to provide the required services. Explain the legal organization of the company.

d. Provide identification information of your firm. Include the legal name, address and legal form of the firm (e.g., partnership, corporation, joint venture, sole proprietorship). If a join venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the firm is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the SOQ.

e. Identify the location of the firm's principal office and the local work office, if different.

Section 3: Personnel qualification and pertinent experience 35 pts

a. Provide the firm's general or specific experience pertaining to the Professional Consultant Selection List discipline category(ies) the firm desires to be considered for.

b. Provide a matrix listing all categories within the discipline for which the firm is qualified to provide services and identify the participating staff/key personnel. Include a matrix listing for all subcontractors.

c. Provide certifications, licenses and memberships in professional associations, societies or boards.

d. Provide a résumé for the personnel who will serve in key positions for projects, including specific experience for each person on relevant projects, the number of years the personnel has been with the present firm and the total years of experience. Résumés shall be limited to two pages per résumé. Résumés shall be attached as an appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 4: Disadvantaged Business Enterprise preference 5 pts

It is the policy of the city that disadvantaged business enterprises (DBE) shall have the opportunity to participate to the maximum extent feasible in all required aspects of procurement and contracting in accordance with applicable statutes, regulations, and executive orders (Ord. No. 588, 5-15-95). Qualifying DBE shall indicate their status with a statement in the cover letter.

A "disadvantaged business enterprise (DBE)" is defined as a business at least fifty-one (51%) of which is owned, operated and controlled by minority group members, or in the case of publicly owned businesses, at least fifty-one (51%) percent of the stock of which is owned, operated and controlled by minority group members. "Minority group members" are defined as Blacks, Hispanics, Asian Americans, Native Americans, Alaskan Natives, or women, regardless of race or nationality. A "small business" is defined under Small Business Administration (SBA) section 8(a) rules.

Total Possible Points for SOQ Submittal: 100

IV. AWARD OF AGREEMENT

1. Award of Agreement. The selected Vendor from the Professional Consultants Selection List for each specific project will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFQ. If the City is unsuccessful in negotiating an Agreement with the highest-scoring firm, the City may then negotiate with the second, then third, highest-scoring firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

2. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all SOQs or portions thereof and (iii) reissue an RFQ.

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm _____

Address _____

City _____ State _____ Zip _____

Contact Name: _____

Title: _____

Telephone _____ Fax _____

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

_____ Water Distribution System

_____ Wastewater Systems

_____ Transportation Engineering

_____ Traffic Engineering

_____ Surveying

_____ Hydrology/Hydraulic Projects

_____ Plan Review Services

_____ Landscape Architects

_____ Hydrogeological Engineering

_____ GIS Programs

_____ Geotechnical and Environmental Engineering

_____ Foundations & Structural Design

_____ Electrical & SCADA Programming

_____ Construction Management

_____ Architects

_____ Improvement District Administration

VI. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

_____	_____
FIRM SUBMITTING SOQ	FEDERAL TAX ID NUMBER
_____	_____
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
_____	_____
ADDRESS	TELEPHONE FAX #
_____	_____
CITY STATE ZIP	DATE
WEB SITE: _____	EMAIL ADDRESS: _____

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

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

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

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

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Date: April 1, 2008

From: Mary Rogers, Buyer

Subject: Addendum No. 1 to the Request for Statements of Qualifications, FY 2008/2009 Professional Consultants Selection List (EN08-017)

Due Date and Time: **April 16, 2008**, 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Statements of Qualifications documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted SOQ. Failure to do so may subject the Vendor to disqualification.

This Addendum No. 1 consists of modifications to Section B(III), Request for Statements of Qualifications Format; Scoring.

ADDENDUM

1. Section B(III), Page 5, Section 1: General Factors and Compliance, subsection d(1), is hereby amended to read as follows:

   d. Provide a statement regarding the following:

      1. Your firm's familiarity and capability of compliance with City's standard insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein.

2. Section B(III), Page 5, Section 3: Personnel qualification and pertinent experience, is hereby amended to read as follows:

Section 3: Personnel qualification and pertinent experience 40 pts

3. Section B(III), Page 6, Section 4: Disadvantaged Business Enterprise preference, is hereby deleted in its entirety.

***

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

_____, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

_____, _____2008
Signed Date

_____
Print Name

_____
Title

_____
Company Name

_____
Address

_____
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROWN & CALDWELL, INC.

[Consultant's SOQ]

See following pages.

Suite 500, 201 East Washington Street
Phoenix, Arizona 85004

Tel: (602) 567-4000
Fax: (602) 567-4001

April 16, 2008

BROWN AND CALDWELL

Charles Andrews, P.E., Senior Project Manager
City of Avondale Engineering Department
11465 West Civic Center Drive, Suite 120
Avondale, Arizona 85323

08-15-061121.019

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

Dear Mr. Andrews:

Brown and Caldwell is pleased to present its qualifications to the City of Avondale for the Professional Consultants Selection List. We are a multi-discipline environmental consulting firm that can fulfill all of your permitting, engineering, construction management, and operations needs. We have been providing water and wastewater treatment and conveyance services, hydrogeological engineering, electrical (including SCADA), and construction management services to our municipal clients in Arizona for over 30 years.

We propose a full service team of experienced professionals for the disciplines outlined on the Discipline Speciality Checklist. Selecting Brown and Caldwell for your projects provides you with the assurance we will apply the same high quality standards and technical knowledge we utilize to complete all of our projects on-time and within budget.

We look forward to helping you tackle your challenges and appreciate the opportunity you have presented Brown and Caldwell. Please call us at (602) 567-4000 if you have any questions or to discuss our qualifications in greater detail.

Very truly yours,
BROWN AND CALDWELL

Michael L. Roeder
Senior Vice President

Randy D. Tirpak
Construction Manager

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm Brown and Caldwell

Address 201 East Washington St., Suite 500

City Phoenix State AZ Zip 85004

Contact Name: Michael L. Roeder

Title: Sr. Vice President

Telephone 602-567-4000 Fax 602-567-4001

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

X Hydrogeological Engineering

____ GIS Programs

____ Geotechnical and Environmental Engineering

____ Foundations & Structural Design

X Electrical & SCADA Programming

X Construction Management

____ Architects

____ Improvement District Administration

TITLE PAGE

Statement of Interest to Provide Professional Services for Capital Improvement Projects for the 2008/2009 and 2009/2010 Fiscal Years

Submitted To:

City of Avondale City Clerk
Charles Andrews, P.E., Senior Project Manager
City of Avondale Engineering Department
11465 West Civic Center Drive, Suite 120
Avondale, Arizona 85323

Submittal Date:

April 16, 2008, 3 PM (local time, Phoenix, Arizona)

Submitted By:

Brown and Caldwell
201 East Washington Street, Suite 500
Phoenix, Arizona 85004
Michael L. Roeder, Sr. Vice President
602.567.4000

Insurance Requirements and Contract Documents

Brown and Caldwell (BC) has reviewed the City of Avondale's (City) insurance requirements and contract documents included in this notice of Request for Proposal. It is our intent to comply with these requirements upon award of any project.

Design Philosophy and Approach

Our design philosophy and approach to developing sound engineering and problem resolution is based on our 60 years of specific experience in the full service delivery of water and wastewater projects. Our design standards and specifications are based on this experience and best practices. We will utilize the most appropriate and local project team customized for each project with the City. Staff assignments will be maintained for the duration of each project to ensure continuity. Dedicated and committed oversight by senior management and senior technical experts will help to ensure that our projects are delivered on time, on budget, and are reliable and operable over the facility's life.

BC will begin each project by meeting with City staff to define the project objectives, budget, and schedule. These key elements will drive our development of an internal Project Management Plan (PMP). This PMP provides a roadmap for completing the project on-time, within budget, and to the City's satisfaction. The PMP identifies budget and cost control, staffing and resource needs, schedule, and quality control requirements.

Schedule. Our schedule management techniques and experienced staff are key to our record of on-time project completion. Schedule control is initiated at the outset of the project and is used by the project manager to ensure the project, as well as all of its component tasks, are delivered on-time.

Budgeting. A key element of our cost control measures is tied closely to achieving the agreed and understood scope of work. Our project tracking system provides weekly updates on all project cost and resource information and allows us to measure project progress against project costs. This frequent information check allows flexibility to make timely adjustments in the project scope, or implement management changes.

Quality Assurance/Quality Control (QA/QC). BC requires every project to build well-defined QA/QC into every phase of the project as part of our Project Delivery System (PDS), which is an advanced QA/QC system covering all phases of a project including procurement, negotiation, execution, and closeout and follow-up. The focus of this system is meeting our clients' critical project success factors, which often involve issues beyond the technical scope of services and can change over the course of a project.

Our project team includes in-house specialists in design, construction, operations and maintenance (O&M), who will be involved in the project from start to finish. BC developed all of our project solutions with long-term operability, reliability, and maintainability as core requirements. Our philosophy is to always keep the present and future needs of the City's staff in mind. BC's experienced construction management staff will be involved in the design process to ensure constructability and eliminate any factors up front that may cause schedule or cost issues.

Our approach to problem resolution is to first look ahead at all times in order to avoid problems in the first place. If problems occur, we will approach them in a calm, structured, and open-minded way to first determine the root cause of the problem. Keeping our clients fully informed throughout the project, and listening and utilizing their ideas and knowledge, are keys to successful problem resolution. We champion the interests of our clients, but also respect the positions of all involved stakeholders to ensure a solution that is fair and equitable and ultimately leads to project success.

City of Avondale

FY 2008/2009

PROFESSIONAL CONSULTANTS SELECTION LIST
SECTION 2: VENDOR'S RELEVANT EXPERIENCE, AVAILABILITY, & CAPABILITY

Firm Description

BC is an environmental engineering, consulting, and construction management firm offering a wide range of services on water, wastewater, and infrastructure engineering projects. Our nationally recognized consulting firm has a 60-year history of delivering innovative, economical solutions to challenges encountered by public and private clients.

In Arizona, our staff mix is a perfect fit for the City's Consultant List, consisting of engineering professionals, hydrogeologists, geologists, operators, permitting specialists, and construction managers to support a wide array of your needs. The office is fully automated with the latest computer technology, software, and AutoCAD capabilities.

List of Relevant Projects

Project Name, Client, & Location	Brief Description	Client Reference
Well N, City of Goodyear, AZ	Prime contractor for a design-build project, to convert an agricultural well into a potable water well.	Jerry Postema 632.932.3010
Bullard Water Campus, City of Goodyear, AZ	Led three design-build teams that delivered new potable water sources and treatment projects.	Shawn Bradford 623.882.512
Various Well Projects, City of Chandler, AZ	Provided hydrogeological and engineering design services for new potable water wells.	John Knudson 480.782.3590
Adaman Water Model, City of Goodyear, AZ	Provided full range of water resources technical and regulatory support.	Dave Iwanski 623.932.3010
Well Investigations, Design, and Installation, City of Phoenix, AZ	Provided engineering and geological services for water supply wells for numerous water providers.	Andy Brown 602.495.7683
91st Avenue Support System Upgrades, City of Phoenix, AZ	Provided engineering services required for upgrading specific areas to meet current Federal and City Code requirements.	Paul Kinshella 602.534.9839
Paradise Valley PRV Booster Station, City of Phoenix, AZ	Provided planning, design, construction phase services, start-up and commissioning of 40 mgd booster station.	Mike Kasem 602.256.4271
Buckeye Water and Wastewater Master Plans, Town of Buckeye, AZ	Integrated water resources master plan including water and wastewater infrastructures.	Ryan Nielsen, P.E. 623.349.6802

Legal Information

Since 1947, BC has provided water and wastewater planning, design, and construction management services to municipal, private and government agencies across the United States. BC is a California corporation, incorporated in 1958. Our professionals began supporting Arizona clients in 1978. Currently, our Arizona staff is nearly 200 strong, and is supported by a national company of nearly 1,600.

Contact Person:

Michael L. Roeder
Sr. Vice President
201 E. Washington St., Suite 500
Phoenix, AZ 85004
602.567.4000

Principal Office Location

A major benefit of choosing BC is that all of the work associated with this project effort will be managed and completed through BC's local office at 201 East Washington Street, Suite 500, in downtown Phoenix, Arizona. In addition, all proposed team members are located at BC's Phoenix office.

SECTION 3: PERSONNEL QUALIFICATIONS & PERTINENT EXPERIENCE

Firm's Qualifications Per Consultant Selection List Categories

Each sub-section below briefly describes our firm's capabilities per category, including a table of relevant project experience for each category. This discussion is followed by Table 3.6 which summarizes our key personnel's registrations and/or certifications and professional memberships, and matches their capabilities to each of the proposed categories, as requested.

Water Distribution Systems

BC has a strong reputation for delivering reliable water treatment, production, transmission and distribution systems that serve critical community needs. Many of our projects include conventional and advanced water treatment such as membrane technologies, as well as pilot and full-scale testing and design of treatment systems to address specific contaminants. Our in-house experts are experienced in all phases of development including the permitting, investigation, evaluation, design, installation, and operation of potable water wells, well-head treatment, storage tanks, and distribution systems. Table 3.1 demonstrates a sample of our water distribution system experience.

Table 3.1 BC's Water Distribution System Experience

Project Name, Client, Location	Brief Description
Pump Stations, Wells, & Pipelines	
Clearwater Farms, City of Phoenix, AZ	Design of a 6.5 mgd booster station and operations building, 1.25 mg partially buried reinforced concrete reservoir, gas chlorination system, surge tanks and generator.
Cave Creek Road Water Facilities Project, City of Phoenix, AZ	Three-month fast-tracked design of four potable water pumping stations and one reclaimed water pumping station.
Paradise Valley PRV Booster Station, City of Phoenix, AZ	Final design of a 50 mgd booster station, and two PRV stations (40 mgd and 16 mgd) within the 24th Street WTP site.
Surprise Farms, City of Surprise, AZ	Design of 3 - 1,200 foot, 600 to 1,000 gpm production wells, including hydrogeological investigation, drilling coordination, design and construction management.
Various Well Projects, City of Goodyear, AZ	Evaluated existing wells and infrastructure for: equipment salvage and/or reuse; conversion from agricultural to potable use; future production and transmission infrastructure within the City's water supply plan. Completed work via design/build.
Various Well Projects, City of Chandler, AZ	On-call annual contract designing production wells including hydrogeological investigation, drilling coordination and design.
Peoria Sports Complex Water Production Facility, City of Peoria, AZ	Designed production well, booster station, and storage reservoir facility. Constructed two, 1-million gallons steel storage reservoirs. Installed 5,200 feet of 12-inch ductile iron transmission line.
Water Treatment Plants	
Reverse Osmosis (RO) Evaluation & Design, City of Goodyear, AZ	Performed multiple reverse osmosis projects, including wellhead RO evaluation, temporary and permanent 2.5 mgd RO installation, and plans and specifications for a system providing 4 mgd of RO blended with 6 mgd of groundwater.
24th Street WTP Solids Handling Facility, City of Phoenix, AZ	Designed and constructed a facility to process solids and residual streams, including construction management, distribution control system programming, and facility commissioning.
24th Street WTP Chlorination Modification Evaluation, City of Phoenix, AZ	Reviewed the existing filter chlorination system and made recommendations for improvement to reduce system headloss pressure and distribution problems.

Wastewater Systems

One of BC's greatest strengths is in serving the needs of wastewater system owners and operators by delivering a level of technical skill and long-term perspective rarely found in our industry. As a leader in wastewater technology, we understand the challenges faced by owners in resolving complex treatment issues, stringent discharge requirements, and increasing demands on collection facilities. We have successfully studied, sited, permitted, designed, and provided construction management and inspection for numerous new treatment plants and improved design and operation of existing plants resulting in cost-effective solutions for our clients. We also have more than 25 years of experience in manhole and sewer investigation, pipeline and lift station rehabilitation design and condition assessments in Arizona, including projects for the cities of Scottsdale, Phoenix, Tempe, Mesa, and Winslow. In all cases, BC has applied the best-proven technologies to meet the needs of the owner. Table 3.2 illustrates a sample of our wastewater systems projects.

Table 3.2 BC's Wastewater System Experience

Project Name, Client, Location	Brief Description
Pipelines	
North Prescott Regional Force Main Design, City of Prescott, AZ	Performed condition assessment of the existing 14-inch pipeline under Phase I. BC is currently completing Phase II, the design of a replacement gravity pipeline in the existing force main trench.
CCTV Inspection Services, PCRWMD, AZ	Performed CCTV inspection services of the collection system to include 250,000 linear feet of less than 15-inch diameter sewers for the initial year, renewable for up to four additional one year periods.
Unlined Concrete Sewer Condition Assessment and Rehabilitation Program, City of Phoenix, AZ	Evaluated the condition of 200,000 feet of unlined concrete sewers from 24- to 90-inch diameter. Investigation and design services for the rehabilitation of seven critical sewer pipeline projects, including over 21,000 linear feet of unlined concrete pipelines with sizes ranging from 27- to 72-inches in diameter.
Plants	
Hilltop WWTP Upgrade & Expansion, City of Kingman, AZ	Design of a plant upgrade and expansion, including evaluation of existing wetlands for incorporation into upgraded plant, population and wastewater flow projections, and water reclamation recommendations.
Roger Road WWTP, PCRWMD, AZ	Developed a plan, including contingency plans, for improving solids thickening and digestion. Designed the conversion of a sludge storage tank to a high rate digester to add capacity to allow digester maintenance to commence.
Neely Road WRF, Town of Gilbert, AZ	Expansion and addition of process systems to increase the capacity of the existing oxidation ditch biological nutrient reduction (BNR) plant from 8.5 mgd to 11 mgd average daily flow, with peak hourly flow of 27.5 mgd.
91st Avenue WWTP Solids Thickening Facility, City of Phoenix, AZ	Designed and constructed a new centrifuge thickening facility for primary and waste activated sludge (WAS). Designed building and support systems to accommodate four additional centrifuges for ultimate plant build-out.
Southeast WRP Expansion, City of Mesa, AZ	Designed a 4 mgd addition and conversion to a biological nutrient reduction process to meet changing effluent quality requirements.
Tolleson WWTP, City of Tolleson, AZ	Over the past 27 years, improvements have included: 9.2 mgd plant expansion and process upgrades, additional plant expansion, trickling filter media replacement, effluent quality upgrade, chlorination facility upgrade.

Hydrogeological Engineering

BC's hydrologists have earned the unprecedented endorsement of our clients by meeting their increasing demands for reliable, high quality water supplies, while simultaneously preserving the integrity and quality of surface and subsurface water resources. By completing over 1,000 successful water-related projects, our expertise literally encompasses the entire field of water resources. Our hydrologists have extensive experience with data collection, evaluation and interpretation methodologies as well as numerical and analytical modeling techniques. Our accurate and defensible hydrogeologic investigations are often stand-alone studies, or form the critical investigative foundation for our cost-effective and innovative permitting and remediation approaches. Designing a well requires a coordinated effort to completely understand the aquifer characteristics, engineering requirements, operational needs and construction limitations. BC offers a complete team to understand and anticipate all of these needs from our extensive staff of hydrogeologists, mechanical and civil engineers, operations specialists, and construction managers. Table 3.3 represents a sample of our hydrogeological engineering projects.

Table 3.3 BC's Hydrogeological Engineering Experience

Project Description	Well Name, Owner	Well Feasibility Study (Exploratory Boring)	Well Impact Analysis	Well Design and Installation	Well Abandonment (Existing Well)
Replacement Wells	Roosevelt Well City of Chandler	✓	N/A	✓	✓
	Pecos Plaza Well City of Chandler	✓	N/A	✓	✓
	Cooper Chandler Well City of Chandler	✓	N/A	✓	✓
	Gilbert Road Well City of Chandler	✓	N/A	✓	✓
	Well 27B City of Scottsdale		N/A	✓	✓
	Well 41 City of Scottsdale		N/A	✓	✓
	Mountain Vista Ranch Well City of Surprise		N/A	✓	✓
	Well 4C: Confidential Client		N/A	✓	✓
New Well Installations	Golden Lane Well City of Chandler	✓	✓	✓	N/A
	Lindsay Road Well City of Chandler	✓		✓	N/A
	Well 287 City of Phoenix		✓	✓	N/A
	Well 288 City of Phoenix		✓	✓	N/A
	Well 289 City of Phoenix		✓	✓	N/A
	Well 296 City of Phoenix	✓		✓	N/A
	Well 115 City of Scottsdale		✓	✓	N/A
	Well 141 City of Scottsdale	✓	✓	✓	N/A
	Well 123 City of Scottsdale	✓	✓	✓	N/A
	Sun Village Well No. 2 Confidential Client	✓	✓	✓	N/A
	Sun Village Well No. 5 Confidential Client		✓	✓	N/A
	Traditions Well No. 3 Confidential Client		✓	✓	N/A

Electrical Design and Supervisory Control and Data Acquisition (SCADA) Programming

Power distribution, lighting, fire alarm systems, emergency and standby power systems, and power reliability studies are some of the areas of expertise BC possesses in the field of electrical engineering. Over the past seven years, our electrical engineers have provided reliable, safe, and cost-effective electrical designs at over 50 water treatment and distribution facilities, and wastewater treatment plants. Within the Phoenix office, we also have extensive SCADA design, implementation, and programming capabilities for both standard programmable logic controller (PLC) and distributed control systems. In each of these facilities our team of control systems engineers has successfully addressed the need for instrumentation and control integration of SCADA and distributed control systems. A sample of our electrical design and SCADA experience is shown in Table 3.4.

Table 3.4 BC's Electrical Design and SCADA Experience

Project Name, Client, & Location	Description
North East Booster Station, City of Avondale, AZ	Provided start-up assistance for the new RTU to monitor and control the new booster station. Provided programming to relay site information between the central control station or human machine interface (HMI), on-site Operator Interface Terminal (OIT) and on-site SRP RTU. Developed HMI and OIT screen descriptions, programmed the Modicon 386 PLC and Magelis OIT.
Arc Flash Hazard Analysis and Engineering Services, City of Tempe, AZ	Provided coordination, electrical engineering and field services at 43 remote sites and 3 plants. Updated existing electrical single-line diagrams (SLD) to match current installation of the power distribution system; updated electrical equipment with identification labeling to meet arc flash requirements and equipment tagging; updated Maintenance Program; trained staff for safe switching operating procedures.
Instrumentation and Control Inspection and Testing Service, City of Phoenix, AZ	Performed arc flash investigation and study for several collection and distribution remote facilities. Facilitated City workshop meetings to develop direction, scope and budget for the overall arc flash project. Enforced City standards on projects.
SCADA Security Upgrades, City of Peoria, AZ	Performed design-build to upgrade instrumentation for improved security at 35 remote water facilities. Developed security monitoring (door alarms, chlorine residual analyzers, flow metering) and electrical and SCADA equipment upgrades.
91st Avenue WWTP Support System Upgrades and Upgrade and Expansion, City of Phoenix, AZ	Designed I&C expansion hardware and integrated the field devices, analyzers, and instruments of these processes as an extension to the existing Plant Distributed Control System (DCS). Developed, programmed, and configured application control logic and configured graphic displays for the appropriate level of operator monitoring and control consistent with the City's control standards. Oversaw acceptance testing of this equipment, performed commissioning services, managed vendor training, provided system training and updated the City's Information Access System (IAS) for these upgrades. Replaced headworks local control panel with DCS compatible panel.
Cave Creek Road Water Facilities, City of Phoenix, AZ	Generated the application program for Reclaimed Water Booster Pump Station No. 7 RTU to communicate with the Cave Creek WTP via single mode fiber optic cable for data logging and display and for supervisory control download. Validated the application control functions of the potable and reclaimed water system control strategy.

Construction Management

BC's construction capabilities involve bid assistance, construction oversight, facility inspection, training, start-up and commissioning, and contractor management for a wide variety of municipal and private facilities. In order to answer the needs of alternative project delivery methods, we have structured our Construction Services Team to oversee and manage all construction delivery methods including typical design-bid-build, design-build, construction manager at risk (CMAR), and job order contracting (JOC). We have built our organization with the goal of providing comprehensive services to our clients during the entire project. We have the organization, people, and systems to provide the construction management services required for our clients' individual needs. Our team approach is extremely effective in maximizing each team member's expertise and productivity. Table 3.5 illustrates a sample of BC's construction management experience.

Table 3.5 BC's Construction Management Experience

Project Name, Client, Location	Construction Cost	Services				
		Construction Management	Inspection	Operations	Start-Up	Training
Well No. 12, City of Tempe, AZ	$450K	✓	✓	✓	✓	✓
Agua Fria Wells 4.3 and 4.4, Confidential Client, AZ	$750K	✓	✓	✓	✓	
Expansion Reservoir and Booster Pumps, Carefree Partners, Arizona Traditions, AZ	$1M	✓	✓	✓	✓	
Williams and Jomax Booster Stations, City of Peoria, AZ	$2.2M	✓	✓	✓	✓	✓
Deem Hills Booster Station, City of Phoenix, AZ	$3M	✓	✓	✓	✓	✓
Sonoran Mountain Ranch Booster Stations, Element Homes/City of Peoria, AZ	$5M	✓	✓	✓	✓	✓
Tolleson WWTP Effluent Quality Upgrades, City of Tolleson, AZ	$5M	✓	✓	✓	✓	✓
24th Street WTP Chemical Modifications, City of Phoenix, AZ	$6.4M	✓	✓	✓	✓	✓
91st Avenue WWTP Solids Thickening, City of Phoenix, AZ	$23M	✓	✓	✓	✓	✓
Southeast Water Reclamation Plant, City of Mesa, AZ	$24M	✓	✓	✓	✓	✓
Cave Creek Water Production Facilities, City of Phoenix, AZ	$34M	✓	✓	✓	✓	✓
Unlined Concrete Sewer Rehabilitation/Replacement, City of Phoenix/SROG, AZ	$50M	✓	✓			
Developer Project Oversight, City of Phoenix, AZ	$12.5M	✓	✓	✓	✓	✓

Team Qualifications

BC provides a local, full service team of experienced professional and technical people that offer a complete range of in-house services from the initial water resource planning through construction and start-up services. This complete, full-service project team will provide "one stop" shopping for services which greatly reduces the coordination efforts and overall project time. Our team is comprised of seasoned experts specializing in the fields of water distribution and wastewater systems, hydrogeological engineering, electrical design and SCADA, and construction management.

Table 3.6 BC's Key Personnel Qualifications

Key Personnel Name, Title, Registrations and/or Certifications	Professional Memberships	Categories of Work				
		Water Distribution Systems	Wastewater Systems	Hydrogeological Engineering	Electrical Design & SCADA	Construction Management
Ron Ablin, P.E. **VP, Infrastructure** PE #27807, AZ	American Public Works Association Water Environment Federation Arizona Water Pollution and Control Association	✓	✓			
Michael Bostic, R.G. **Supervising Geologist/ Hydrogeologist** RG #35021, AZ	Arizona Hydrological Society			✓		
Brent Cain **Hydrologist** EVS Training				✓		
Ken Chandler, P.E. **Managing Engineer** PE #36697, AZ CSE #35940, AZ	Instrument Society of America International Association of Electrical Inspectors				✓	
Steve Davidson, P.E. **Supervising Engineer** PE #81508, AZ	American Society of Heating, Refrigerating and Air Conditioning Engineers Water Environment Federation	✓	✓			
Brandon Erndt **Controls Systems Manager**	Institute for Electrical and Electronics Engineers Instrumentation, Systems and Automation Society Chandler-Gilbert Community College Automated Manufacturing System Technical Advisory Council				✓	✓
Jim Fordyce **Supervising Engineer**	International Association of Electrical Inspectors Instrumentation, Systems and Automation Society				✓	
Andy Fuchs **Electrical Inspector** GE Relay School Cummins Power Generation School Estimatic Course Illuminating Engineering Society School					✓	✓

Table 6 Continued - BC's Key Personnel Qualifications

Key Personnel Name, Title, Registrations and/or Certifications	Professional Memberships	Categories of Work				
		Water Distribution Systems	Wastewater Systems	Hydrogeological Engineering	Electrical Design & SCADA	Construction Management
Jeff Littell **Principal Geologist** Mine Safety and Health Act OSHA 40-Hour Hazardous Waste Operations and Emergency Response	Arizona Hydrological Society Association for Environmental Health and Sciences Association of State and Territorial Solid Waste Management Officials Association of Environmental Professionals National Groundwater Association			✓		
Randy Mills **I&C Inspector** Journeyman Wireman I.B.E.W. Local 640 Residential Wireman, I.B.E.W. Local 640	Instrumentation, Systems, and Automation Society International Brotherhood of Electrical Workers Local 640				✓	✓
Gary Newman, P.E. **VP Wastewater** PE #37552, AZ	Water Environment Federation	✓	✓			
Mark Nicholls, R.G. **Groundwater Resources Manager** RG # 39869, AZ				✓		
Hugh Pace, P.E. **Chief Electrical Engineer** PE #20244, AZ IBEW Licensed Journeyman Electrician & Electrical Supervisor Control System Engineer, #10060, OR	Industrial Computing Society Institute of Electrical and Electronic Engineers Instrument Society of America International Association of Electrical Inspectors International Brotherhood of Electrical Workers Local 191				✓	
Jim Page **Construction Inspector** Mechanical Journeyman Gas Fitter Cross-Connection Control General Tester – ASSETT and AWWA Plumbing Journeyman					✓	✓
Mark Robinson, P.E. **Associate Principal Engineer** PE #35172, AZ	American Water Works Association Water Environment Federation Arizona Water and Pollution Control Association Toastmasters International	✓	✓			

Table 6 Continued - BC's Key Personnel Qualifications

Key Personnel Name, Title, Registrations and/or Certifications	Professional Memberships	Categories of Work				
		Water Distribution Systems	Wastewater Systems	Hydrogeological Engineering	Electrical Design & SCADA	Construction Management
Karen Schwab, R.G. **Principal Hydrogeologist** RG #33268, AZ OSHA Mine Safety and Health Administration (MSHA) HazMat Supervisor	Member of the Society for Mining, Metallurgy, and Exploration Arizona Hydrological Society			✓		
Jarrell Southall **Supervising Scientist** OSHA Hazardous Waste Operations/Emergency Response Training MSHA Newly Employed Experienced Miner Confined Space Entry Supervisor Health and Safety	Arizona Chamber of Commerce Environmental Committee Arizona Association of Industries Science and Environmental Committee			✓		
Harold Thomas, Jr. **Water Resources Practice Leader** Water Resources Planning	City of Phoenix Water and Wastewater Rate Advisory Committee, Past Chair American Membrane Technology Association American Society of Civil Engineers American Water Works Association Arizona Water Pollution Control Association Water Reuse Association Western Coalition of Arid States WESTMARC, WESTCAPS, CASS	✓	✓	✓		
Randy Tirpak **Construction Manager**						✓
Craig Tweed **Construction Manager**						✓

Experience Summary

Ron Ablin has 18 years of experience as a project engineer and project manager in the study, design, and construction of municipal projects. His experience includes a variety of projects in water, wastewater, and hydraulics.

Education

B.S., Civil Engineering, Pennsylvania State University, 1989

Registration

Professional Engineer 27807, Arizona, 1994

Professional Engineer 14135, Nevada, 1999

Experience

18 years

Joined Firm

1997

Relevant Experience

- *Biosolids Classification and Marketability Analysis, Phoenix, Arizona*
- *Multiple Interceptor Designs, Mesa, Scottsdale, Chandler, and Tempe, Arizona*
- *Wastewater Collection System Model, Phoenix, Arizona*

Pyramid Peak Water Treatment Plant Transmission Lines/Jomax Booster Station Design, City of Peoria, Arizona

Project Manager. Designing an in-line booster pump station, 7.5 miles of 30-inch diameter transmission main, and an in-line pressure reducing/pump back station for the City of Peoria. This project will provide treated surface water from the Pyramid Peak Water Treatment Plant (WTP) to Pressure Zones 3 and 4 in a rapidly growing area in northern Peoria. The in-line pump station will be designed with an initial capacity of 6 million gallons per day (mgd) under average day conditions with the capability of providing 9 mgd under peak conditions. In addition, the site will be equipped to efficiently allow for future expansion up to an ultimate capacity of 18 mgd. The station will be designed to operate without the benefit of storage under the initial conditions by utilizing variable frequency drive pumps. The facility includes booster pumps, surge tank, SCADA, and other associated features. Construction period services, start-up, training, and related operational services are included in the Project.

Public Supply Wells 287, 288, 289, 290, 291, 292, 293, and 294, City of Phoenix, Arizona

Project Manager. Responsible for the design of eight large public supply wells in North Phoenix, Arizona.

Salt River Project Well Outfitting, City of Chandler, Arizona

Project Manager. Fast-tracked preparation of construction documents for outfitting three new Salt River Project (SRP) production wells to produce water for the City of Chandler. The project included the installation of new supply and distribution water lines, tablet chlorination, backup generators, system control and integration, and extensive coordination with the work being conducted concurrently by SRP.

Cave Creek Road Facilities Booster Pump Stations, City of Phoenix, Arizona

Project Manager. Three-month fast-tracked design of four potable water pumping stations and one reclaimed water pumping station for the City of Phoenix. The project consisted of high capacity, variable speed, in-line booster pumps to deliver water through multiple pressure zones and pressure reduction stations to allow alternative gravity flow operation from the upper to lower zones within the City of Phoenix. The booster pump stations have an ultimate capacity ranging from 16 to 60 mgd; estimated construction cost was $14.5 million.

Cave Creek Road Facilities Construction and Program Management, City of Phoenix, Arizona

Project Manager. Construction management for the Cave Creek Road Facilities Pump Stations and program management for an estimated $47 million in construction that includes seven large diameter pipeline projects to connect the pump stations. This effort included acting as the City's representative to coordinate and oversee the project development for eight projects awarded to six separate contractors.

Water Plant 5/Well 4C, Citizens Water Resources, Sun City, Arizona

Project Manager. Preparation of construction documents to outfit an existing well, including submersible pump, gas chlorinations, electrical and instrumentation controls, discharge piping, and associated mechanical features. A field investigation was performed to evaluate the condition of the existing well casing, which ultimately required repair in three locations. Mechanical equipment, including the pumps, was salvaged from an out-of-service well site and reused at Well 4C.

Wells 6 and 7 at the Village at Surprise, Citizens Water Resources, Surprise, Arizona

Project Manager. Preparation of construction documents for two new potable well facilities for a new residential development in Surprise, Arizona. Each facility included a new deep well submersible pump, hydropnuematic tank, standby generator, SCADA control, perimeter wall, and associated mechanical features.

Sports Complex Well, Reservoir, and Booster Station, City of Peoria, Arizona

Project Manager. Fast-track design and construction of a 1,000-gallons per minute (gpm) production well, two 1-million gallon storage tanks, on-site chlorine disinfection, a 1,700-gpm booster pump station, SCADA, and one mile of transmission main. The project included a complete site analysis including well siting and impact, hydrogeology, and well impact and spacing. The facility was designed to meet the additional potable water and fire flow requirements.

Rancho Santa Fe Reservoir and Booster Pump Station, City of Avondale, Arizona

Project Manager. Responsible for the development of a new water production facility for the City of Avondale. Project included the renovation of three existing irrigation wells for potable water use and the construction of a 1-mg reservoir and 4,000-gpm pump station to meet the City's increasing water demands.

Chlorine Residual Study, City of Mesa, Arizona

Project Engineer. Prepared a water quality model for the City of Mesa to determine chlorine residual in the City's distribution system. The water quality model was used to determine the areas of low residual in the distribution system and the best methods for maintaining adequate chlorine residual.

Experience Summary

Michael Bostic has practiced geology and hydrogeology for 26 years in the Midwest and southwest United States. He has participated in projects in Arizona, which included the hydrogeologic characterization of mining facilities; exploration for groundwater resources; recharge siting investigations; the design and installation of water supply wells and ASR wells; and the evaluation of fractured ore deposits for in-situ mining applications.

As a geologist in the petroleum industry from 1978 to 1990, Mr. Bostic supervised oil exploration, development, and productions projects. He continually works with well service specialists in the industry to apply state-of-the-art techniques for drilling, completion, and well evaluation projects.

His experience includes well drilling and completion, well testing, packer testing, interpretation of cased and open hole geophysical logs, drillstem test data, reservoir stimulation including acidizing and fracturing techniques, and production well and ASR well design.

Education

B.S., Geology, West Virginia University

Registration

Registered Geologist, No. 35021, Arizona, 2000

Experience

26 years

Joined Firm

1994

Tramonto Recharge Facility, City of Phoenix, Arizona

Project Manager. Provided hydrogeological services for a feasibility study, permitting, design, installation, and testing of a vadose zone recharge facility for the City of Phoenix. The facility consists of three vadose zone recharge wells and a monitoring well. The facility was constructed to recharge treated CAP water. A full-scale Constructed Underground Storage Facility (USF) and Water Storage (WS) permit was obtained from the ADWR.

Aquifer Storage and Recovery (ASR) Wells, City of Chandler, Arizona

Project Manager. Conducted a program involving the drilling, geophysical logging and packer testing of seven (7) exploratory borings for the purpose of siting ASR wells in Chandler, Arizona. Three sites were evaluated with a minimum of two borings drilled at each site, spaced to characterize the lateral continuity or discontinuity of coarse-grained intervals. Temporary test wells were installed in selected borings to conduct injection tests and spinner flow meter surveys to identify zones of recharge. Zonal groundwater samples were collected from each boring to assess ambient water quality conditions. The information was used to characterize hydrogeologic conditions at each site, differentiate hydrologic units and determine the feasibility of installing ASR wells and the ASR well design.

Recharge Feasibility Assessment, Central Arizona Water Conservation District (CAWCD), Queen Creek, Arizona

Project Hydrogeologist. Providing technical oversight for a project to evaluate the potential use of a former gravel pit for a spreading basin recharge facility. The field investigation included a drilling program with shallow (20 to 50 feet deep), intermediate (approximately 150 feet deep), and deep (560 feet) borings; groundwater sampling; split-spoon sampling for sieve analysis and laboratory permeability tests; and single-ring infiltrometer testing.

Public Supply Wells, City of Scottsdale Wells 123 and 141, Scottsdale, Arizona

Project Manager. Responsible for the design, installation, and testing of a 1,260-foot deep, 18-inch diameter and a 1,490-foot deep, 16-inch diameter public supply well for the City of Scottsdale. Prepared well spacing/well impact studies, developed technical specifications, and provided bidding services. Coordinated contractor activities, supervised field tasks (drilling, logging, well installation, testing, and development), analyzed aquifer test and spinner flowmeter data, and provided a recommended pump setting depth and discharge rate for each well.

Public Supply Well, City of Phoenix Well 296, Phoenix, Arizona

Project Manager. Responsible for the design, installation, and testing of a 1,450-foot deep, 18-inch diameter public supply well for the City of Phoenix. Developed technical specifications and conducted pre-bid and pre-construction meetings. Coordinated contractor activities, supervised field tasks, and analyzed aquifer test and spinner flowmeter data and provided a recommended pump setting depth and discharge rate for the well.

Public Supply Well, City of Phoenix Well 297, Phoenix, Arizona

Project Manager. Responsible for the design, installation, and testing of a public supply well for the City of Phoenix. The project involves preparation of a well spacing/well impact study, development of technical specifications and provided bidding services, coordinating contractor activities, supervise field tasks (drilling, logging, well installation, testing and development), and analyze aquifer test and spinner flowmeter data and provide a recommended pump setting depth and discharge rate for the well.

Public Supply Wells, City of Phoenix Wells 287, 288, and 289, Phoenix, Arizona

Project Hydrogeologist. Responsible for the design, installation, and testing of three (1,500 to 1,600-foot deep, 18-inch diameter) public supply wells in north Phoenix, Arizona. Coordinated contractor activities, prepared lithologic logs and analyzed geophysical logs and sieve analysis of cuttings from pilot borings. Collected and analyzed zonal groundwater samples. Based on these data, prepared a well design for each of the public supply wells.

Tumbleweed Park Recharge Facility, City of Chandler, Arizona

Project Hydrogeologist. Developed technical specifications and provided technical oversight for a program involving the drilling and geophysical logging of an exploratory boring for the purpose of designing an ASR well. Based on the exploratory boring analysis, developed the ASR well design and technical specifications for well drilling, installation and testing operations.

R. BRENT CAIN

Experience Summary

Mr. Brent Cain has over 9 years of experience in hydrology with an emphasis on groundwater flow modeling, groundwater resource investigations, aquifer testing, contaminant/solute fate and transport, well installation, GIS applications, and field and modeling project management.

Education

Candidate for Ph.D., Hydrology and Water Resources, University of Arizona, 2002

B.S., Geology, Furman University, South Carolina, 1994

Experience

9 years

Joined Firm

2000

Town of Buckeye, Arizona, Hassayampa Sub-basin Hydrologic Study and Numerical Model

Modeler. Ongoing project. Developing conceptual and numerical groundwater flow model to address future development, water supply, and assured water supply certification in a newly developed basin. Results from the study will be adopted and used by the Arizona Department of Water Resources (ADWR) for future hydrologic assessments of the western Phoenix Active Management Area.

City of Chandler, Arizona, Alamosa Well Diagnostic Model

Lead Modeler. Developed three-dimensional, conceptual and numerical groundwater flow model to address migration of industrial recharge water to potential municipal production well locations.

City of Chandler, Arizona, Lindsay Road Diagnostic Model

Lead Modeler. Ongoing Project. Developing three-dimensional, conceptual and numerical groundwater flow model to address the impact of municipal well pumping in a confined, multi-aquifer system. Coupling groundwater model with the use of advanced, analytical well solutions to assess hydraulic properties of local and regional confining units. Aquifer testing and modeling methodology has been approved by the Arizona Department of Water Resources (ADWR).

Town of Oro Valley Water Utility, Arizona, Assured Water Supply Certification

Lead Modeler. Developed conceptual and numerical groundwater flow model to address assured water supply certification, expansion of well field, and regional groundwater pumping issues. This analysis has been subsequently approved by the Arizona Department of Water Resources (ADWR).

Town of Oro Valley Water Utility, Arizona, Groundwater Action Plan

Lead Modeler. Refined conceptual and numerical groundwater flow model to address well field expansion, siting of new wells, drought sensitivity, pumping interferences, and current status of aquifer reserves and hydraulic properties.

Town of Oro Valley Water Utility, Arizona, Oro Valley Sub-basin Drought Sensitivity Study and Well Field Assessment

Lead Modeler. Ongoing project. Refining conceptual and numerical groundwater flow model to address effects of extended drought conditions,

magnitude of basin recharge, siting of future well locations, and impact of well field pumping using analytical well solutions.

City of Scottsdale, Arizona, Regional Groundwater Flow Model
Modeler. Refined an outdated, three dimensional numerical groundwater model for the Scottsdale basin. Developed conceptual groundwater model for the basin digitally using GIS. Incorporated multiple modeling efforts from various entities into the final model.

City of Bisbee, Arizona, Hydrologic Modeling of Reclaimed Water
Lead Modeler. Developed numerical model to simulate flow, infiltration, and evaporation of reclaimed water discharged into an ephemeral, desert wash. Integrated field and literature derived data into the conceptual model of the study area using GIS.

Town of Oro Valley Water Utility, Arizona, Water Supply Well E-8
Staff Geologist. Provided well construction and management services for a water supply well for the Town of Oro Valley Water Utility, Arizona. Conducted well impact/spacing analyses and aquifer testing.

Town of Oro Valley Water Utility, Arizona, Water Supply Wells E-5 and E-6
Staff Geologist. Provided well construction and management services for two water supply wells for the Town of Oro Valley Water Utility, Arizona. Other work included conducting well impact/spacing analyses and test pumping.

Carson City Utility Department, Nevada, Sunset Park and Fuji Park Water Supply Wells
Staff Geologist. Provided well construction and management services for two water supply wells for the Carson City Utility Department, Arizona. Other work included interpretation of site lithologies, analysis of geophysical logs, refinement of well designs, supervision of well development and aquifer testing analyses.

Arizona Department of Environmental Quality, City of Willcox Site Remediation
Lead Modeler. Conducted regional hydrology study, developed conceptual and numerical groundwater model for basin and sites, and interpreted multi-phase flow conditions.

Arizona Department of Environmental Quality, Rock Springs Site Remediation
Staff Hydrologist/Lead Modeler. Designed and conducted aquifer tests and developed numerical groundwater and mass transport model to simulate remedial options.

KENNETH W. CHANDLER, P.E.

Experience Summary

Ken Chandler has nearly ten years of experience designing electrical and instrumentation and control (I&C) systems for water and wastewater projects. Designs include workshops, design reports, retrofit and modification investigations, control descriptions, maintenance-of-plant-operations planning to minimize or eliminate process outages, product selection, and specifications. Design drawings include process and instrumentation diagrams (P&IDs), 480 volt load summaries, panel schedules, single line and control single line diagrams, plans, and schematics. Associated construction services include submittal review, inspection, startup assistance, and troubleshooting. Previous experience included 15 years in I&C product and system selection, application, detailed design, submittals, procurement, configuration, PLC and SCADA programming, start-up, and training with a local water/wastewater control systems integrator.

Education

B.S., Electronics Engineering Technology, Devry, 1980

Registration

Professional Electrical Engineer No. 18032, Nevada, 2006

Professional Electrical Engineer No. 36697, Arizona, 2001

Professional Control Systems Engineer No. 35940, Arizona, 2001

Experience

24 years

Joined Firm

1998

Relevant Expertise

- *Electrical Design*
- *I&C Design*
- *PLC and SCADA System Design*
- *Construction Inspection*
- *Process Startup and Troubleshooting*
- *Asset Management Assessments*
- *Design and startup of small to large wastewater treatment plant projects ranging from less than 10 MGD to over 150 MGD.*
- *Design and startup of solids handling facilities focusing on sludge thickening and dewatering, and anaerobic digestion.*
- *Design and startup of small to large potable water pump stations.*

Instrumentation and Control Inspection and Testing Service, City of Phoenix, Arizona.

Instrumentation and Controls Technical Advisor. Performed in this capacity since July 2006 at the Union Hills Water Treatment Plant and the Cave Creek Water Reclamation Facility. Responsibilities at the plants have included technical oversight for design review, inspection services, testing services and support for electrical, instrumentation and control design and construction projects as well as job order contracts (JOC) projects to verify compliance with the City's established instrumentation and controls standards.

Remote Facilities SCADA/Security Enhancements Phase 1 & 2, City of Peoria, Arizona

Technical Advisor. Two year project includes physical site security improvements, upgrading of the programming language for 37 remote facility Remote Telemetry Unit (RTU), creation of operations, Programmable Logic Controller (PLC) and SCADA Human Machine Interface (HMI) standards, reprogramming of all remote facility RTU's and central SCADA server to meet new standards.

Greenfield/South Water Reclamation Plant Phase II Expansion, City of Mesa, Arizona

Lead I&C Designer. Solids processes include: A two-stage hydrogen sulfide odor scrubber including fans, pumps, and continuous chemical metering pump control. Anaerobic digesters, sludge thickening and dewatering centrifuges, related polymer feed systems, and sludge pumps. Boilers and candlestick flares. Designed electrical and I&C, including Modicon Quantum PLC SCADA. This was a Construction Manager at Risk project.

P2-90 WWTP Secondary Treatment Upgrade, Orange County Sanitation District (OCSD), California

Instrumentation and Controls QA/QC Engineer. Provided I&C QA/QC review for the 60 mgd expansion of an existing facility.

91st Avenue WWTP Unified Plant (UP05) Expansion Program, City of Phoenix, Arizona

Lead Electrical and I&C Engineer. Expansion of existing headworks, grit handling facilities, and DCS. Preliminary Treatment processes include: Addition of Bar Screen, motorized gates, grit removal system, and grit washer. Designed electrical and I&C, and planned maintenance-of-plant-operations to minimize or workaround process outages. This is a Construction Manager at Risk project.

91st Avenue WWTP Solids Thickening Facilities, City of Phoenix, Arizona

Electrical and I&C Engineer. Processes include: A two-stage hydrogen sulfide odor scrubber including fans, pumps, and continuous chemical metering pump control. Sludge thickening centrifuges and related polymer feed systems, waste-activated sludge, and thickened sludge pumps. Designed electrical and I&C, programmed existing GE/Opto22 DCS, inspected construction, and assisted with process startup.

91st Avenue WWTP Support Systems Upgrade, City of Phoenix, Arizona

Electrical and I&C Engineer. Replaced equipment for compliance with Class I Division 1 and 2 Group D hazardous environments per NFPA 820. Process includes: Pump motors and feeders, raceways, and instrumentation for 16 anaerobic digesters. Designed electrical and I&C, and inspected construction.

91st Avenue WWTP Upgrade and Expansion, City of Phoenix, Arizona

Electrical and I&C Engineer. Processes included the following: A two-stage hydrogen sulfide odor scrubber including a fan, pumps, and continuous chemical metering pump control. Methanol storage and pumping system includes six chemical metering pumps. Ferric chloride metering pumps were added to existing headworks process. Designed electrical and instrumentation, programmed existing GE DCS, inspected construction, and assisted with process startup.

Tolleson WWTP Solids Handling Improvements, City of Tolleson, Arizona

Lead I&C Engineer. Design in process. Process include primary sludge pump replacement, rotary drum thickeners, anaerobic digester heating and mixing replacement, waste gas flare incineration, sludge belt filter press and related polymer feed systems and sludge pumps, and carbon tower odor control. Designed I&C and expansion of existing Allen-Bradley PLC5 system.

Experience Summary

Steve Davidson has over 34 years of experience designing, operating, and constructing environmental control systems for industrial and municipal facilities. He serves as a senior odor control expert, and has been involved in over 100 odor control and air emissions projects, in various capacities. He has detailed and extensive experience in air emission control, sulfide and odor control chemistry, wastewater treatment, HVAC and energy conservation, and air handling systems. Mr. Davidson served on the WEF Volatile Organic Compounds (VOCs) Task Force.

Education

M.B.A., University of Colorado, 1974

B.S., Chemical Engineering, University of Colorado, 1972

Registration

Professional Engineer No. 81508, Arizona, 1997

Professional Engineer 14997, Colorado, 1977

Training/Certification

Qualified Environmental Professional (QEP), Institute of Professional Environmental Practice

Experience

34 years

Joined Firm

1982

City of Tolleson WWTP Odor Evaluation, Tolleson, Arizona

Project Manager. Responsible for a Plant-wide odor evaluation to address increasing odor complaints arising from encroachment of residential areas near the Plant. Work consisted of winter and summer air and gas phase sampling throughout the facility, and air dispersion modeling. The work included a comprehensive analysis of odor control options, including chemical, air phase, and process changes to reduce sulfide and odor production. Costs of various options were developed to enable budgeting and phasing of projects.

Roger Road Headworks Enclosure and Odor Control Evaluation, Pima County, Tucson, Arizona.

Project Manager. Responsible for the conceptual design study of a new structure to enclose an existing outdoor headworks at the Roger Rd. Wastewater Treatment Plant. The evaluation included an analysis of building enclosure options and development of four odor control technology options. Work included a detailed analysis of electrical upgrades and construction staging while maintaining operation. The analysis also included detailed costing of alternatives and life cycle cost analysis of each odor control option.

Southern Ave. Interceptor Odor Control Study and Conceptual Treatment Design, Phoenix, Arizona

Project Manager. Conducted a comprehensive evaluation of odor and sulfide conditions along a 15-mile length of the Southern Avenue Interceptor. The project included a comprehensive odor and wastewater characterization, sewer headspace pressure analysis, analysis and testing of chemical sulfide controls, testing foul extraction of the sewer headspace, evaluation of foul air treatment alternatives, and conceptual design of odor abatement stations.

91st Avenue Wastewater Treatment Plant (WWTP) Odor Control Facilities, Phoenix, Arizona

Project Manager. Responsible for the design of $10 million of foul air containment and treatment facilities at the 190-mgd 91st Avenue WWTP. Project includes upstream chemical treatment evaluation and chemical addition facilities, 60,000 square feet of new tank and channel cover systems in the WWTP headworks processes, and treatment through two dual stage scrubbers. Systems also include a new two-stage scrubber handling highly

concentrated (up to 500 ppm H_2S) from the Plant's Solids Handling Facility.

Southeast Water Reclamation Plant (SEWRP) Odor Control Systems, Mesa, Arizona

Project Engineer. Responsible for the evaluation and design of odor control measures for the SEWRP, which is housed in the center of the Superstition Springs Golf Course. Primary sedimentation basins and both aeration basins are covered and the foul air is treated in multistage odor scrubbers. Covered secondary clarifiers are ventilated to an activated carbon odor adsorber. Ferrous chloride addition system was designed to pre-treat sludge returned to the Baseline Road Interceptor sewer line.

Randolph Park Water Reclamation Facility Odor Control Systems, Pima County, Tucson, Arizona

Project Engineer. Responsible for the evaluation and design of odor control systems at the Randolph Park Water Reclamation Facility (WRF), and associated influent pumping station. The facility is a 3-mgd membrane treatment facility that provides A+ reuse water for Randolph Park Golf Course and other Pima County facilities. Being located in the center of Tucson, this project required extremely effective odor control to be achieved with very limited space. Two, packaged multistage scrubbers are utilized to insure the Plant and lift station are odor free.

Greenfield Water Reclamation Plant, Phase 2 Expansion, Solids Treatment Processes, City of Mesa, Arizona

Odor System and HVAC Design Manager. Responsible for the design and implementation of the solids handling odor control systems. Project included a new, 40,000 cfm, two stage wet chemical scrubber system and chemical handling facility for centrifuge and sludge handling equipment odor control. NFPA classification analyses were developed in this work. HVAC design included multiple make-up air systems for the solids building, digester galleries, and boiler facility; and new air conditioning and air filtration systems for new control centers and electrical rooms.

Littleton/Englewood Wastewater Treatment Plant Upgrade, Colorado

Odor and HVAC Systems Design Manager. Over the past 15 years, completed all odor and HVAC system designs for 3 major plant upgrades. Significant project elements include foul air collection and treatment involving all major process areas using chemical wet scrubbers (2 systems), trickling filter ventilation with headworks foul air, foul air conveyance from off-site interceptor siphons to the plant odor systems, and two nitrifying trickling filters treating DAFT and solids handling facility foul air. All systems underwent extensive evaluation and testing after completion, and were the basis for technical papers authored by Mr. Davidson.

Experience Summary

James Fordyce has 20 years of experience in designing, inspecting, estimating and supervising electrical construction projects, installing and wiring electrical equipment, and preparing submittals, change orders, and shop drawings for various private and municipal projects.

Education

B.S, Electrical Engineering, Kennedy-Western University

Experience

20 years

Joined Firm

2000

Instrumentation and Control Inspection and Testing Service, City of Phoenix, Arizona.

Project Manager/Project Designer. Performed in this capacity since July 2004 at the Union Hills Water Treatment Plant and the Cave Creek Water Reclamation Facility. Responsibilities at the plants have included design review, inspection services, testing services and support for electrical, instrumentation and control design and construction projects as well as job order contracts (JOC) projects to verify compliance with the City's established instrumentation and controls standards.

Provides troubleshooting, design and engineering services to the plant's electrical, instrumentation and control staff on initiated tasks to provide engineered solutions to problems encountered in the daily operation of the facilities.

Program Management Arc Flash Analysis and Engineering Services, City of Phoenix, Arizona.

Project Manager. Project involves the management of seven consulting firms to perform arc flash analysis and engineering services at seven wastewater and water treatment plants, all remote collection facilities and all remote distribution facilities. Engineering services include condition assessment of electrical distribution equipment and the evaluation of existing grounding systems.

Responibilities include the generation of the initial study to create the project and the creation of stadardized procedures, document and engineering tools to be used by all participants in the project. These were created in workshops with COP staff to make the project more efficient and to establish baselines to manage and evaluate performance during the project. Mr. Fordyce will manage BC staff to provide management all aspects of the project tasks to include field research/data collection, load calculations of all power distribution equipment, condition assessment of all power distribution equipment, the development of the required short circuit analysis, protective device coordination studies, arc flash analysis, required labeling of the equipment and the evaluation and testing of the existing facility grounding systems.

Additional tasks include QA/QC of the deliverables, coordination of project tasks with COP facilities and staff, scheduling of tasks and facilities and review of tea, progress to evaluate earned value of the 12 months $10,000,000 project.

Remote Facilities SCADA/Security Enhancements Phase 1 & 2, City of Peoria, Arizona

Project Manager. Two year project includes physical site security improvements, upgrading of the programming language for 37 remote facility Remote Telemetry Unit (RTU), creation of operations, Programmable Logic Controller (PLC) and SCADA Human Machine Interface (HMI) standards, reprogramming of all remote facility RTU's and central SCADA server to meet new standards.

Various Plants, City of Phoenix, Arizona

Electrical I&C Designer. Performed as the primary electrical/ instrumentations & control designer on the following projects: Reach 11 Reclaimed Water Main Remote Chlorination, 24th Street Water Treatment Plant (WTP) Chemical Systems Modifications, Tramonto Recharge Facilities, Well 296.

Inspector. Performed as electrical, instrumentation & control inspector on the following projects: 24th Street WTP Solids Handling Facility, I-17 Corridor Infrastructure Improvements, SROG East Economy Parking Odor Control System, Reach 11 Reclaimed Water Main Remote Chlorination, 24th Street WTP Chemical Systems Modifications, Tramonto Recharge Facilities.

Project Manager. Instrumentation and Controls Inspection and Testing Services, Union Hills WTP, Cave Creek Water Reclamation Facility. Project includes the development and enforcement of electrical, instrumentation and design standards for the City of Phoenix.

P2-90 WWTP Secondary Treatment Upgrade, Orange County Sanitation District (OCSD), California

Instrumentation and Controls Designer. Provided I&C design support for the 60 mgd expansion of an existing facility.

City of Mesa, Mesa, Arizona

Electical Designer/Inspector. Performed as the primary electrical/ instrumentations & control designer and EI&C construction inspector on the following projects: Alma School/Guadalupe Sewage Lift Station, Lindsay Road BPS Switchgear Improvements, Star Valley Sewage Lift Station, Hermosa Vista Sewage Lift Station, 101 and Baseline Interceptor.

SCADA Maintenance and Support

Project Manager. Annual contract to provide on call programming and design services as well as coordinate and manage the electrical subcontractor services.

Electrical Designer. Performed as the primary electrical/ instrumentations & control designer on the following projects: Greenway WTP Secondary Security Upgrades. Project included evaluation of central plant access management system, adding closed circuit television (CCTV) cameras, adding motorized gates and controlled personnel gates, integrating existing cameras and security equipment.

Experience Summary

Andrew Fuchs is an accomplished engineer and project manager with 32 years of experience in industrial and utility projects. Mr. Fuchs has proven leadership, communication and organizational skills in project management, electrical engineering and design, substation design, relay protection and coordination, start-up and commissioning, and calculation programming. As Project Manager, Mr. Fuchs has effectively taken over projects in trouble and commended by the client for project performance.

Education

B.S., Industrial Technology, Southern Illinois University, 1971

Electrical Engineering, University of Houston

Electrical Technology, San Jacinto College

Petroleum Technology, Oklahoma State University

Relay Protection and Coordination, University of Idaho

Power Systems Analysis, Arizona State University

Training and Certification

Project Management Institute, 2000e40-501 Applied Framework

GE Relay School, Malven, Pennsylvania

Cummins Power Generation School, Minneapolis, Minnesota

Estimatic Corporation, Estimating Course, Chicago, Illinois

Illuminating Engineering Society School, Houston, Texas

Private Pilot, Instrument Pilot, Multi-engine and Commercial Ratings

Scuba Certified, Open Water and Rescue Diver

Experience

32 years

Joined Firm

2001

Water and Wastewater Treatment Projects

Greenfield Road Water Reclamation Facility, Town of Gilbert, City of Mesa and Queen Creek. Field Services

Support of field engineering efforts and inspection services for wastewater reclamation facility.

24th Street Water Treatment Plant Solids Handling Facility City of Phoenix, Arizona

Field Services. Support of field engineering efforts and inspection services for water treatment projects.

Neely Wastewater Reclamation Facility, Town of Gilbert, Arizona

Field Services. Support of field engineering efforts and inspection services for wastewater reclamation facility.

Odor Control System, Sub-Regional Operating Group Sewer Relocation, City of Phoenix, Arizona

Field Services. Support of field engineering effort and inspection services for odor control unit.

Pacific Gas and Electric Harquahala Well No. 1

Field Services. Support of field engineering effort, inspection services, and start-up of deep well water supply for the Harquahala Power Station.

Performed technical and constructability review, and estimating of electrical and instrumentation design on the following projects:

- 24TH Street Treatment Plant Chemical Systems, City of Phoenix
- Fabens 1.2 MGD Wastewater Treatment Plant, City of El Paso
- Fabens Water Supply System, City of El Paso
- Bustamante Wastewater Treatment Digester Expansion, City of El Paso
- Gold Canyon Ranch Wastewater Treatment Plant and Quintero Golf Course Water Supply
- Neely Wastewater Reclamation Facility, Town of Gilbert

Diamond Engineering

Electrical Project Coordinator. Project management and conceptual design of wastewater treatment, water treatment, lift stations and standby generation facilities. Research of green energy projects.

Utility, Nuclear and Petrochemical Projects

Three Phase Engineering

Project Engineer. Design of utility and emergency backup systems for two Motorola facilities and SRP.

TOR Engineering

Senior Electrical Engineer. Proposal, estimating, and design of industrial, commercial, residential, and institutional facilities. Engineering and project management support for the Citizen Energy Services distribution system upgrade. Replacement of bad order U/G cable for Salt River Project. Developed marketing program to diversify TOR Engineering's profile and client base.

Stone and Webster Engineering Corporation

Senior Manager. Managed electrical engineering group developing the engineering team from eight engineers to over fifty engineers and managers. Project Manager for DCS retrofit project, crude oil pump stations and the conversion of an airport bulk storage facility from 50 to 60 Hertz. Organized power station modifications of relaying schemes, terminations and instrumentation.

William Brothers Engineering Company

Senior Electrical Engineer. Interfaced with client, international lending agencies, contractor and national power company to ensure a quality electrical installation and scheduled project completion. Developed and administered a training course to the Client's personnel. Lead engineer for the design of a gas/oil recovery platform with total responsibility for electrical design and specifications.

Brown and Root, Lummus, Fisk Electric

Design Engineer and Electrician. Comprehensive design and installation for an olefin and PVC plant, copper smelter, and hospital.

Experience Summary

Jeff Littell has 13 years of experience and in-depth knowledge in environmental regulatory compliance, strategic environmental management and hydrogeology. He also has experience negotiating with state environmental agencies in Arizona, Iowa, Kansas, Missouri, Nebraska and Oklahoma and the U.S. Environmental Protection Agency (USEPA), Region IX. Mr. Littell has personally conducted and overseen a regulatory program that prepared and evaluated numerous environmental investigative and remedial activities for technically and legally complex contaminated sites. He specializes in federal and state Superfund programs, Resource Conservation and Recovery Act (RCRA) and leaking underground storage tank (LUST) investigative and remedial activities, and has also conducted a number of Aquifer Protection Permitting and National/Arizona Pollution Discharge Elimination System permitting activities. Mr. Littell has performed regulatory program development for the State of Arizona and the USEPA, including preparing, overseeing and training staff in environmental regulations. He has served as the State of Arizona's hazardous waste pre-remedial program manager, at which time he developed the regulatory program's quality assurance program plan and oversaw the development of the Water Quality Assurance Revolving Fund (WQARF or state Superfund) Eligibility and Evaluation model (similar to the federal Superfund Hazardous Ranking System).

Education

B.S. Geology, Kansas State University, 1994

Registration

8- Hour Mine Safety and Health Act certificate

OSHA 40-Hour Hazardous Waste Operations and Emergency Response Certificate

Experience

13 years

Joined Firm

2005

Confidential Client, Maricopa County, Arizona

Senior Regulatory Expert. Assisted client negotiate with the Arizona Department of Environmental Quality (ADEQ) and develop a workable agreement under RCRA, following allegations of releases of hazardous waste at client's facility. Mr. Littell also assisted the client with permitting and compliance concerns under several regulatory jurisdictions. Working closely with facility environmental and safety personnel, periodically evaluated facility operations and provided recommendations to help the facility comply with regulations pertaining to hazardous waste management, air quality, water quality, wastewater discharge, stormwater discharge, hazardous materials reporting and workplace safety.

City of Phoenix, Arizona

Principal-in-Charge. Responsible for ensuring that all necessary technical and administrative resources are in place while also serving as project team's liaison to the City. This project calls for continuing, on-call consulting services for environmental site assessments (ESAs) and biological surveys.

Three Way Maintenance Yard, Arizona Department of Transportation (ADOT), Clifton, Arizona

Project Director. Supervised the project team conducting environmental assessment of hydraulic lift assemblies and assessing environmental impact to surface and subsurface soils. Future involvement at the site includes decommissioning activities, with follow-up soil sampling to ascertain whether a release to surface or subsurface soils has occurred.

Safford Signing & Striping Office & Storage, Arizona Department of Transportation (ADOT), Safford, Arizona

Project Director. Supervised the project team conducting an environmental assessment of a dismantled hydraulic lift assembly's remaining aboveground storage tank and associated piping.

Valencia Power Plant, Citizens Energy (now Tucson Electric Power), Nogales, Arizona

Project Manager. Conducted site characterization activities (including soil and groundwater sampling) for releases of CVOCs, petroleum hydrocarbons and other compounds at the Valencia Power Plant in Nogales. The site is currently being managed under the ADEQ Voluntary Remediation Program.

St. John Mission, Gila River Indian Community, Maricopa County, Arizona

Principal Scientist. Provided technical oversight of a Brownfields facility. Completed the characterization of petroleum contaminated soil and groundwater resulting from an underground storage tank release at the St. John Mission. Mr. Littell developed the remedial action plan, which was approved by USEPA's offices of Underground Storage Tanks and Quality Assurance. Upon completion of the public comment period, the remediation system involving application of bioventing and biosparging will be implemented.

Confidential Client, Goodyear, Arizona

Project Manager. Managed a legally and technically complex multi-tenant commercial/industrial facility located within the Phoenix-Goodyear Airport South National Priorities List site in Goodyear. As part of the client's due diligence in acquiring the facility, responsible for conducting Phase I and II ESAs. Currently preparing comprehensive Operations and Maintenance (O&M) Management Plans for on-site water and wastewater treatment plants; performing monthly assessments of treatment system O&M activities; preparing a stormwater pollution prevention plan; providing compliance and operational issue assistance; performing assessments of tenant-related environmental procedures; completing a lead-based paint assessment and best management practices (BMP) plan; preparing a BMP plan for asbestos containing material; assessing transformers containing polychlorinated biphenyls; and abandoning a domestic water supply well.

Wastewater Treatment Plant, Arizona Army National Guard, Marana, Arizona

Regulatory Liaison. Providing regulatory review and program negotiating support for construction of a wastewater treatment plant at the Silver Bell Army Heliport in Marana. The project requires preparation of an Aquifer Protection Permit, individual Arizona Pollutant Discharge Elimination System permit and a request for amendment to the Central Arizona Association of Governments 2008 Areawide Water Quality management Plan.

Experience Summary

Randy Mills is an EI&C Inspector responsible for providing Electrical and I&C inspection services. He has over 20 years of experience in electrical construction methods, installation and maintenance, and in PLC and HMI programming. He has over 10 years of experience in instrumentation and controls installation, repair and maintenance, fire alarm installation, programming, testing and maintenance, project start up, and construction management. Projects involved semiconductor manufacturer facilities, waste water facilities, water production facilities, water reclamation facilities, and various industrial and commercial construction projects. Experienced in Construction Management, I&C and electrical installation methods, and troubleshooting and maintenance of various electrical and controls systems.

Training/Certifications

Journeyman Wireman, I.B.E.W. Local 640 Apprenticeship Training Program Phoenix, Arizona

Grade 1 Water Treatment Plant Operator

Phoenix, Arizona

Residential Wireman, 1983-1985 I.B.E.W. Local 640 Apprenticeship Training Program Phoenix, Arizona

Experience

20 years

Joined Firm

2006

Relevant Expertise

- *Phoenix I&C standards*
- *Instrumentation and controls troubleshooting and optimization*

City of Phoenix Union Hills Water Treatment Plant & Cave Creek Water Reclamation Plant Design and Construction Support, City of Phoenix, Arizona

EI&C Inspector. Duties include support for all I&C inspections, system start up and commissioning, and documentation for maintenance and control of proper commissioning. Involvement with recommendations to the City for process control monitoring and implementation. This includes all instrumentation and controls new installation, modification, and maintenance. Also includes the requirement to read Process and Instrumentation Diagram (P&ID) drawings, electrical drawings, submittals, request for information documents, specifications, and the ability to work with contractors to make sure their installation is acceptable per code and to the customer's specifications.

City of Phoenix all Water Plant Facilities, City of Phoenix, Arizona

I&C Specialist Lead. Duties included creation, implementation, and assignment of periodic maintenance records to field technicians. Also required to assist in trouble shooting, recommendation, and assistance to I&C techs in all six of the water facilities plants. One of these plants was a water reclamation facility. Systems worked on included chemical delivery systems for the process, various models of turbidimeters, pH analyzers, CL2 analyzers, flow meters, pressure transmitters, motorized valves/gates, chlorine gas monitoring systems, Hydrogen Sulfide (H^2S) toxic gas monitoring systems, scrubbers, scales, and sample stations.

ON Semiconductor, Phoenix, Arizona

I & C Technician. Responsible for calibrating and maintaining all of the instrumentation equipment in RODI and water treatment plant. There were flow meters, pH meters, Oxidation Reduction Potential (ORP) meters, Total Dissolved Solids (TDS) meters, Hach CL17 units for Clorine, pressure transmitters, level controllers, TOC Analyzers, as well as air driven actuators and valves to name most of the instrumentation in the field. Responsible for programming programmable logic controller (PLC) 5/80's, PLC 5/60's, Slick 500's and Supervisory Control and Data Acquisition (SCADA) system which is an Intellution software package; Fix 32. This was

an Edwards IRC 3 system with a software package at the front end for interfacing with the hardware in the field.

ON Semiconductor, Phoenix, Arizona

Project Manager. Responsible for the scheduling, budgeting and risk management with all projects. Projects were various in size; as simple as re-arranging an office cubicle or very complex projects in which Mr. Mills did a complete remodel of a Data Center for ON Semiconductor while it remained in operation. This project was just under a million dollars for the overall cost. Projects range from hundreds of dollars to millions of dollars. During this time, Mr. Mills was utilized as an I&C tech.

ON Semiconductor, Phoenix, Arizona

Facilities Electrician. Maintained all electrical equipment for the site to include but not limited to, scrubbers, Air Handlers, Chillers, Pumps, Cooling towers, general lighting and power, and all the high voltage gear from 14,700 kilovolt (kV) down to 120 volt (V) power panels. Performed maintenance of equipment and responded to emergencies when needed regarding any electrical outage. Responsible for the coordination of all manpower, and contractors brought on site to assist in the effort.

ON Semiconductor (Motorola), Phoenix, Arizona

Facilities Project Manager/I & C Tech/Electrician. Responsible for the maintenance of all equipment including chillers, scrubbers, air handlers, and all of the high voltage and low voltage electrical distribution equipment. Responsible for all budgeting, scheduling and risk management issues. Responsible for taking care of all the instrumentation equipment and field wiring between the equipment and RIO racks, as well as wiring from the RIO racks to the PLC.

City of Tempe South Water Plant, City of Tempe, Arizona

EI&C Inspector. Duties included doing investigative field work to collect all the information required to draw a complete one-line drawing of the facility. This included all pertinent information such as wire size, fuse size, amp ratings of buckets or breakers, description of loads, fed from descriptions, buss ratings, kilovoltampere (KVa) ratings, and provide cross-sectional hand drawings of gear.

City of Tempe all water plant sites, Tempe, Arizona

EI&C Inspector. Duties were to coordinate with facilities staff, contractor, and engineers to collect all the required data from electrical equipment to complete a coordination study and Arc Flash study on the electrical system at several sites.

City of Goodyear Water Distribution Sites, Goodyear, Arizona

EI&C Inspector. Responsible for providing electrical inspection services for several distribution sites being modified or installed new. Duties included inspection of all electrical and instrumentation installations to ensure installation was to code and per customers specifications. Sites under construction included well sites, booster pump stations, resevoir sites, and a reverse osmosis site with chemical treatment.

Experience Summary

Gary Newman is a managing engineer with 29 years of professional experience focusing primarily on the design and construction management of wastewater treatment facilities. He has evaluated, designed, and managed small to large wastewater treatment plant projects ranging from less than 5 to over 150 mgd.

Education

M.S., Civil-Environmental Engineering, Utah State University, 1979

B.S., Environmental Resources Engineering, Humboldt State University, 1977

Registration

Professional Engineer No. 41465 Colorado, 2007

Professional Engineer No.016856, Nevada, 2005

Professional Engineer No. 37552, Arizona, 2002

Professional Engineer No. 0027997, Washington, 1991

Professional Engineer No. 53660, Texas, 1983

Professional Engineer No. 033389, California, 1982

Experience

30 years

Joined Firm

1978

Relevant Expertise

- *Design and management of wastewater treatment plants ranging from less than 10 MGD to over 150 MGD.*
- *Design of solids handling facilities focusing on mechanical, thickening and dewatering, and anaerobic digestion.*
- *Evaluated and designed thermophilic digestion for large wastewater treatment facilities.*

91st Avenue Wastewater Treatment Plant, City of Phoenix, Unified Plant Expansion 2005 (UP05)

Project Manager. Mr. Newman was BC's project manager for the design preliminary treatment facility expansion at this 230 mgd wastewater treatment plant. Design included addition of a new raw sewage bar screen, a new grit removal tank, new grit dewatering equipment, and associated channels, piping, and controls. Included in the project was working closely with the Construction Manager at Risk contractor during design to resolve awkward construction sequencing constraints imposed by the existing facility configuration and the need to maintain flow through the plant during the UP05 construction. Mr. Newman coordinated the work of mechanical, structural, electrical and instrumentation and control engineers in the development of design drawings and specifications.

Tolleson WWTP Solids Treatment Upgrades, Tolleson, Arizona

Principal-in-Charge. Provided technical direction and oversight to the evaluation of all solids treatment systems at this 17 mgd secondary treatment plant. Project needs were to upgrade solids thickening, digestion and dewatering to ensure reliable compliance with Class B biosolids. Also, as part of the planning process, a "pathway" to achieve Class A biosiolids in the future was defined. Finally, both solids treatment and liquid treatment process units were evaluated with respect to odor producing potential, and recommendations made to add or improve odor control at the WWTP. After thorough evaluation of all processes, including solids production from the liquid treatment processes, recommendations were made including implementing co-thickening dissolved air flotation thickeners, rehabilitating existing digesters for process reliability and added capacity, adding a second belt press for dewatering (including enclosing in a building), and up-grades to utility systems throughout the WWTP. Construction costs were estimated for the recommended plan.

Roger Road Wastewater Treatment Plant, Biosolids Treatment Improvements, Tucson, Arizona

Technical Lead. Mr. Newman directed the design of a new gravity belt thickener (GBT) and conversion of an existing sludge holding tank to a primary anaerobic digester. The Roger Road WWTP has been constrained by inadequate sludge treatment capacity for many years; these constraints have jeopardized the plant's ability to reliably treat wastewater and meet discharge permit effluent quality. The GBT and digester conversion were developed to be relatively low cost improvements, that could be implemented quickly to improve the plant's reliability. Mr. Newman

directed the design and assisted in orchestrating input from the PCWMD operations and engineering staff throughout design and construction.

Pima County Wastewater Management Department (PCWMD), Regional Optimization Master Plan

Peer Reviewer. Mr. Newman was selected by PCWMD to be a peer reviewer of a regional wastewater master plan being developed by another consultant. The plan, which defined over $500 million in wastewater treatment and conveyance improvements, was developed under a fast-track schedule to meet regulatory requirements. As a Peer Reviewer, Mr. Newman reviewed draft materials prepared by the prime consultant, and participated in workshops with PCWMD staff, stakeholders from other agencies and the prime consultant team. Following each workshop, Mr. Newman contributed to a follow-up letter with specific comments and suggestions aimed at improving the sustainability of the conclusions and recommendations of the study team.

Solids Treatment and Energy Recovery Evaluation, Nogales International WWTP, Nogales, Arizona

Project Manager. Performed feasibility study to evaluate adding anaerobic digestion and digester gas fueled co-generation at this 14 mgd WWTP which planned for upgrade. As a subconsultant to APSES, BC prepared a conceptual design of an anaerobic digestion process, to treat solids generated from the upgraded treatment plant, generate gas and treat the gas to a quality suitable as a fuel for internal combustion engines. The study estimated that about 375 KW could be generated at this facility if implemented; more could be generated if food waste from municipal solid waste collections were emulsified and fed to the digestion process. Capital costs and operating costs were estimated and provided to APSES for input into their cost model. Proposed facilities were designed to a conceptual level of detail as a basis upon which to base cost estimates.

Fort Tuthill County Park Wastewater Management Feasibility Study and Preliminary Design, Coconino County, Arizona

As **project manager**, Mr. Newman directed the evaluation of alternatives for managing wastewater generated by this regional park, as well as the adjacent recreation area. Alternatives considered included constructing a new sewer to convey wastewater to the City of Flagstaff, and construction of a new wastewater treatment plant to be located within the Park to treat wastewater and produce reclaimed water for use by the Park and other County owned facilities. Though the wastewater treatment plant option was more expensive, the County elected to proceed with the new treatment plant option in order to provide a reliable source of reclaimed water for Park use. A preliminary design of the new wastewater treatment plant was completed which recommended sequencing batch reactors to produce Class A wastewater and to accommodate the widely varying wastewater production rates between summer (peak) and winter seasons. As part of the predesign, the Park's 60+ year old wastewater collection system was inspected using closed circuit TV, and was found to be in need of significant and widespread repair.

Experience Summary

Mr. Nicholls has practiced hydrogeology for ten years in the southwestern U.S. In this time he has supervised the drilling, testing, and installation of water supply wells, monitor wells, and test wells. His responsibilities have included drafting specifications, administering bidding, management of field staff, and well design. He has supervised, planned, conducted and contributed to groundwater hydrochemical and aquifer characterization studies in support of Recharge Site Evaluation, Well Siting, Spring Development, Mine Permitting, Mine Permit Compliance Monitoring, Pre-Construction Baseline Monitoring, Groundwater Contamination Litigation, Power Plant Siting and Basin Characterization in Utah, Nevada, California, and Arizona. .

Education

B.S., Geology, Brigham Young University, 1995

M.S., Hydrogeology, Brigham Young University, 1998

Registration

Registered Geologist - Arizona #39869

Professional Geologist- California #7530

Certified Hydrogeologist- California #835

Experience

10 years

Joined Firm

2006

Public Water Supply Wells, Morongo Band of Mission Indians, Cabazon North Well and Cabazon South Well, Cabazon, California

Project Manager. Responsible for drafting technical specifications, administering the bidding process, evaluating contractor qualifications, contractor oversight scheduling, well design, filter pack selection, staff scheduling for drilling and construction oversight, development, aquifer testing and startup of two 18-inch diameter, COR-TEN cased, stainless steel screened, production wells completed to depths of 800 and 1,300 feet and capable of producing 3,000 and 1,800 gpm, respectively. Mr. Nicholls sited the Cabazon South Well; the Bands Engineer sited the Cabazon North Well.

Public Water Supply Well No. 23, City of Avondale, Arizona

Staff Hydrogeologist. Responsible for preparing drilling specifications, preparation and submittal of Notice of Intent to drill or deepen a well (NOI), service area well, and replacement well permit applications to the Arizona Department of Water Resources, contractor oversight and staffing during drilling, development and aquifer testing.

Public Water Supply Well No. 16, City of Avondale, Arizona

Staff Hydrogeologist. Responsible for preparing drilling specifications, preparation and submittal of Notice of Intent to drill or deepen a well (NOI), service area well, and replacement well permit applications to Arizona Department of Water Resources, contractor oversight during drilling, development, aquifer testing, and responsible for aquifer test set up and instrumentation.

Dietz Crane Water Supply Well, City of El Mirage, Arizona

Senior Hydrogeologist. Responsible for troubleshooting and revising a problematic well design prepared by another consultant, advising the contractor regarding methods to build the well to meet the objectives of the original design while meeting the requirements of the new design, and contractor oversight during well construction.

Well Assessment and Abandonment, Glenarm Farms, Avondale, Arizona

Senior Hydrogeologist. Responsible for locating and evaluating the condition of two disused water supply wells located in the Glenarm Farms subdivision, Avondale Arizona. Once the wells were located, Mr. Nicholls assessed their

condition based on the results of down-hole video and made recommendations for their abandonment. Responsible for submitting Notices of Intent to abandon to the Arizona Department of Water Resources for both wells, and contractor oversight during abandonment activities.

Monitor Well Installation, SR-85 Landfill Site, Buckeye, Arizona
Task Lead. Responsible for contractor oversight during drilling, construction and development of four, 5-inch diameter, pvc cased water level monitoring wells constructed at depths between 300 and 400 feet. These wells were drilled as compliance monitoring points for the then under construction SR-85 landfill.

Observation Well Abandonment and Installation, BNSF Railyard, Winslow, Arizona
Project Manager. This project involved the periodic assessment of existing monitor wells, the abandonment of excess monitor wells, and the drilling and construction of new monitor wells as needed. Mr. Nicholls responsibilities included assessment of monitor well condition and monitor well utility relative to the overall site remediation objectives. When new monitor wells were required, Mr. Nicholls was responsible for observation well siting, monitor well design, soliciting bids and selecting contractors, and supervising on-site field staff.

Application for Analysis of Assured Water Supply, Confidential Land Development Client, Buckeye, Arizona.
Project Manager. Responsible for writing and submittal of a Proposal for Hydrologic Study, and the subsequent Hydrologic Study in support of an Application for Analysis of Assured Water Supply to the Arizona Department of Water Resources on behalf of a client developing a master planned community in the Buckeye area. The objective of the hydrologic study was to determine the physical, legal, and continuous availability of groundwater as defined under Arizona state law. This analysis was performed using existing published and unpublished data, and state well records.

Transition Zone Recharge Study Phase I; Mojave Water Agency, Apple Valley, California.
Senior Hydrogeologist. The objective of phase I of this project was to identify the potential demand and market for artificial recharge in the Mojave River Basin. This objective was met by projecting growth in water demand and changes in water supply over a period of 30 years. The difference between growth water in demand and declining water supply defined the market for artificial recharge. Recharge source waters were to include State Water Project water and reclaimed water. Mr. Nicholls was responsible for gathering the population growth data and water supply data required to make the 30 year projections. He was also responsible for making the 30 year population and water supply projections, creating a basin scale water budget, and analyzing historical hydrograph data to identify long term groundwater elevation trends.

Experience Summary

Hugh Pace has over 30 years of experience in power distribution systems engineering, instrumentation and control systems design, and Supervisory Control and Data Acquisition (SCADA) system design for municipal water, wastewater, and industrial projects. Mr. Pace is registered as a power system engineer and a control system engineer. He has managed project design teams and supervised project construction, inspection, and startup. Designs included process systems for centrifuge, UV disinfection systems, membrane bioreactor systems, odor control system for many projects.

Mr. Pace's work included harmonic mitigation on projects with ultraviolet disinfection systems and variable frequency drives, the two main sources of harmonic frequencies in power distribution systems that manifest heat and disrupt electronic equipment with multiple frequencies in that manifest voltage harmonics and current harmonics. Mr. Pace provided Quality Control electrical and instrumentation (EI) design reviews for eight Brown and Caldwell water, wastewater, and reclaimed water projects. He has provided Value Engineering for treatment plant designs performed by other Consulting Engineering firms. He participated in a Construability Review and a Value Engineering Workshop for the Peoria, AZ Butler WRF and Lift Station.

Education

M.S. Telecommunication Management, Keller Graduate School of Management, 2000

M.S. Project Management Keller Graduate School of Management, 1997

B.S., Electrical Engineering, University of Washington, 1970

Greenfield Road Water Reclamation Plant, City of Mesa, Arizona

Project Electrical Engineer. Designed electrical systems for the solids handling portion of the new regional Greenfield Road (South) plant.

Features: 15kV power distribution system, fiber optic cable system for control, fire, telephone, electrical equipment data monitoring, and paging systems. Facility included six standby generators for the major plant facility. A Contractor at Risk project. Design included digester complex, solids building with 6 centrifuges, odor control system, and chemical systems.

Town of Gilbert, Gilbert, Arizona

Project Engineer. Designed the electrical systems for the Water Reclamation Reservoir and Booster Pump Station that accepts Gilbert's portion of the reclaimed water from the Tri-Cities regional lift station. A Contractor at Risk project.

City of Phoenix, 24th Street Water Treatment Plant's Paradise Valley Booster Pump Station and Two Pressure Reducing Stations

Features: Five-1000 horsepower 4000 Vac 1200 RPM pump motors and future induction generator included in the electrical equipment. Links to the Water SCADA System and to the WTP

City of Phoenix, 91st Avenue Wastewater Treatment Plant (WWTP), Phoenix, Arizona

Project Electrical Engineer. Recent Projects: Upgrade and Expansion, Minor Mods, Digester Area Code Compliance, Solids Handling Facility Electrical Investigation, Solids Thickening Facility including Odor, Polymer, DAFTs, Digester Control Buildings, EPRI-Reuse Pump Stations-2 & 3, and Multi-Phase Digestion. Upgraded portions of the plant's 5 KV power

Registration

IBEW Licensed Journeyman Electrician & Electrical Supervisor

Professional Electrical Engineer No. 62069 Florida, 2004

Professional Electrical Engineer No. 20244, Arizona,1986

Professional Electrical Engineer No. E014059, California, 1996

Professional Electrical Engineer No. 5105, Idaho, 1985

Professional Electrical Engineer No. 108921 Tennessee, 2003

Professional Electrical Engineer No. 08405 EE/P, Nevada, 1989

Professional Electrical Engineer and Professional Control System Engineer No. 10060, Oregon, 1979

Professional Electrical Engineer No. 67483, Texas, 1990

Professional Electrical Engineer No. 06612-0927-8, Utah, 1986

Professional Electrical Engineer No. 001751, Washington, 1978

Training

Current MNSH safety training certificate for mine location work

Graduate Certification in Project Management

Graduate Certification in Telecommunications Management

Experience

30 years

Joined Firm

1996

Relevant Expertise

- *91st Ave. WWTP power distribution*
- *NFPA 820*
- *JOC experience*
- *Startup – Testing*
- *Electrical troubleshooting*
- *City I&C standards*

distribution system in Aux3G Building. Changed field instruments. Added fiber optic systems, patch panels, RTUs, Remote I/O cabinets.

Plant expansion projects: performed electrical, control, and instrumentation design for the headworks additions, aeration basins, final sedimentation basins, and return activated sludge/waste activated sludge (RAS/WAS) pumping stations, refurbished Blower Building 2, Digesters, chlorine facility scrubber system and emergency generator.

City of Phoenix, Cave Creek Road Facilities, Cave Creek, Arizona

Project Electrical Engineer. Project included booster pump stations for water and reclaimed water, radio telemetry for water system, and 10 miles of single-mode fiber-optic cable system for reclaimed water system. Included 5KV VFDs and 480 VAC VFDs for pump motor drives. Union Hill Water Treatment Plant finished water reservoir provided the source of potable water for Zones 6, 7, and 8 and required four new zone 5E 600-horsepower, 5-kV pump motors.

At the booster pump stations in Zones 6, 7, and 8, both potable water and reclaimed water pumping was planned, and at Zone 7, two pump stations had been designed and were being built. A tablet type chlorinator was included at booster pump station 7 to increase the chlorine residual, as required.

City of Phoenix, 91st Avenue Water Treatment Plant Phoenix, Arizona

Project Electrical Engineer. Project included plant expansion to solids handling facility, chemical facilities, headworks area, and new odor control facilities.

City of Phoenix, 24th Street Water Treatment Plant, Chemical System Modifications, Phoenix, Arizona

Project Electrical Engineer. Chemical System Revisions to the water plant's chemical storage and delivery equipment including installing a Plant Control System Operator Station expansion to the Chemical Building. Added ultra-sonic level to the filter basins. Changed the 46" influent insertion flowmeter to a magnetic flow meter.

Dewatering and solids handling facilities project for the water treatment plant that treats Central Arizona Project (CAP) canal water. Design includes a new double-ended main switchgear with tie-breaker and motor control centers with tie-breakers to provide operation flexibility and backup. The treatment basins, polymer system, and sludge dewatering building include centrifuges create solids that are transported away from the facility.

The solids handling system includes stand-alone control system hardware that integrates into the Plant Control Center PC based control system that converted Intellution Software to Wonderware Software and converted OPTO 22 remote I/O devices to Modicon's Quantum PLCs. Cutler Hammer Westinghouse-type IMPACC system is provided to monitor the electrical distribution system equipment and provide graphic displays for the electrical parameters, such as power used and peak power.

Experience Summary

James Page has 33 years of construction inspection experience, including experience on schools, office buildings, chemical plants, refineries, breweries, nuclear power houses, fossil fuel power houses, water treatment facilities, housing tracts, paper mills, and steel mills. His outstanding qualities include reliability, innovation, teamwork, and "can do" attitude and has been a formidable asset to providing construction efforts at the 91st Avenue WWTP.

Training/Certification

Mechanical Journeyman, City of Phoenix

Gas Fitter, City of Phoenix

Cross-Connection Control General Tester – ASSETT and AWWA

Plumbing Journeyman, City of Phoenix

Experience

33 years

Joined Firm

2000

Relevant Expertise

- *91st Ave. WWTP experience*
- *Piping inspections*
- *HVAC inspections*
- *Construction management and oversight*
- *System start-up and testing*
- *Building and safety code*
- *ARC FLASH Training in compliance with 29 CFR 1910 Subpart S and NFC 70E*

91st Avenue WWTP Solids Thickening Facility Project, Tolleson, Arizona

Mechanical Inspector and Assistant Construction Manager. Responsible for oversight of the mechanical installations and assisting with construction administration. The work included a new centrifuge building, a new odor control facility, an addition to the electrical building, along with DAFT building and polymer building upgrades.

91st Avenue WWTP Upgrade and Expansion Project, Tolleson, Arizona

Inspector. Responsible for oversight of the mechanical installations. The work included the design of new grit removal equipment, a new methanol storage facility, and the expansion of the plant's solids facilities. Specifically, one, 3-million gallon digester, two dewatering centrifuges, and two thickening centrifuges were added.

91st Avenue WWTP Support Systems Upgrades Project, Tolleson, Arizona

Inspector. Responsible for oversight of the mechanical installations for improvements to the plant to comply with NFPA 820 requirements. Specific areas of the plant evaluated include the digester tunnels, digester control buildings, digesters and associated support facilities.

South Water Reclamation Plant (SWRP), Mesa, Arizona

Inspector. Responsible for oversight of the mechanical installations. The work included modifications to the existing primary clarifiers , headworks, and odor control facilities. The new construction included grit facilities, secondary clarifiers, aeration basins, blower building, tertiary filters, UV disinfection channels, effluent pumping, solids handling, boiler facilities, and digester complex.

South East Water Reclamation Plant (SEWRP), Mesa, Arizona

Inspector. Responsible for oversight of the mechanical and structural installations. The new construction was primarily a new grit removal and sludge transfer pumping facility. SEWRP being an existing facility required keeping the plant in operation throughout the construction period.

Paradise Valley Booster Pump Station (PVBPS), Phoenix, Arizona

Inspector. Responsible for oversight of the mechanical installations. The new construction was primarily four 1000 horse power booster pumps and a PRV (Pressure Reducing Valve) station.

Stetson Valley Booster Pump Station, Phoenix, Arizona
Inspector. Responsible for oversight of the mechanical installations. This developer project, currently under construction, includes five new booster pumps, a chlorination system, and two hydropneumatic tanks.

Alamosa Well #1, Chandler, Arizona
Inspector. Responsible for oversight of the mechanical and structural installations. This new well and 1,200 feet of associated piping is currently under construction.

Dechoirination Bulk Storage and Feed Facility, Tolleson, Arizona
Inspector. Responsible for oversight of the mechanical and structural installations. This project on an existing site replaced an existing dechlorination storage and feed facility, the construction of a new biosolids holding area, and the installation of a new water main to the site.

Tolleson WWTP Effluent Quality Upgrade Project, City of Tolleson, Arizona
Construction Manager. Responsible for overseeing construction services for effluent quality upgrades to the Tolleson WWTP. The work includes modifications to the trickling filters, the aeration basins, and the secondary clarifiers.

Experience Summary

Mark Robinson has over 15 years of experience in the design and construction of wastewater, water, municipal swimming pool, and fountain systems. His roles have varied progressively from task leader to senior project manager. As a senior project manager, Mr. Robinson has been responsible for managing and directing the evaluations, design, and construction services of various projects. He has extensive experience in water system engineering design, mechanical system evaluations, operations and maintenance, and training activities.

Education

B.S., Civil Engineering, University of Missouri, 1997

B.S., Mechanical Engineering Technology, Lake Superior State University, 1991

Certificate in Computer Drafting, Lake Superior State University, 1991

Registration

Professional Engineer, #35172, Arizona, 2000

Professional Engineer, #68213, California, 2005

Professional Engineer, #32781, Louisiana, 2006

Experience

15 years

Joined Firm

1998

Relevant Expertise

- *Design and management of wastewater treatment plants from less than 1 mgd to 200 mgd.*
- *Design lead for 91st Avenue WWTP SSU, Upgrade and Expansion, and STF projects.*
- *Extensive expansion in delivering complete responsiveness to clients.*

Fred Hervey Water Reclamation Plant – 3rd Train Addition, El Paso Water Utilities, El Paso, Texas

Project Manager. Coordinated the design team and delivered a successful project to the client. Project included an addition of a complete third treatment process train with bar screens, grit removal, pumping stations, aeration basins, denitrification basins, second stage clarifiers, sand filtration, and carbon and methanol chemical feed systems for the 20 mgd facility.

91st Avenue WWTP, Support Systems Upgrade, City of Phoenix, Arizona

Project Engineer. Responsible for designing the modifications to the Plant's digester heating and gas management systems. The modifications included relocation of the gas handling equipment and piping from the main boiler rooms to comply with National Fire Prevention Association (NFPA) 820, relocation of two 500 horsepower (hp) and appurtenances to Boiler Building No. 2, conversion of the digester hot water system to a primary/secondary heat loop system. Boiler Building No. 2, is a 7,200 square feet (sf) structure that will house three (2 existing and 1 future) 500 hp boilers, primary hot water loop pumps, boiler secondary loop pumps, gas boosters and the associated electrical equipment. At Boiler Building No. 1, gas boosters and associated piping were relocated to a new 473 sf gas booster room constructed adjacent to the existing building, and the boiler hot water piping was reconfigured to for the a boiler secondary loop system.

91st Avenue WWTP Upgrade and Expansion, City of Phoenix, Arizona

Project Engineer. Responsible for designing the methanol addition facilities, the dissolved air flotation unit evaluation/rehabilitation, and the plant support system upgrades. The methanol addition facility included two 19,200-gallon internal floating roof storage tanks, and a secondary containment system, with flammable vapor and fire detection systems. Dosing methanol was completed with six metering pumps and a dilution system feeding to 12 feed points via 14,000 linear feet (lf) of piping. The dissolved air flotation unit evaluation/rehabilitation included field testing of the units, and designing upgrades to improve performance of solids flotation, polymer addition, and float removal. The plant support systems upgrade included the reuse water system, the potable water system, and the high-pressure air system. The reuse water system improvements included

the addition of automatic backwashing strainers to the reuse water pump stations. Extensive piping network upgrades were completed for both the reuse water and potable water systems. An instrument air drying system and a compressor relocation comprised the high-pressure air system upgrade.

91st Avenue WWTP Solids Handling Facility Minor Modifications, City of Phoenix, Arizona

Project Engineer. Responsible for the design of a bulk ferric chloride storage and feed system. System included a 17,200-gallon bulk storage tank and secondary containment system. An automatic metering pump system was designed to operate in conjunction with existing plant facilities.

24th Street Water Treatment Plant, Paradise Valley Booster/Pressure Relief Valve Station Improvements, City of Phoenix, Arizona

Project Manager. Responsible for management, direction and coordination of the project team, including several subconsultants. Project included 45 million gallons per day (mgd) replacement booster pump station and a 25- and 15-mgd pressure reducing valve stations. The booster pump station is utilized to move water up three-hydraulic zones at a boost pressure of 180 psi. All stations were designed to be integrated into the existing 140-mgd treatment plant site. Additional work involved the preliminary design and provision for two hydrogenerating turbines.

24th Street Water Treatment Plant, Chemical System Modification, City of Phoenix, Arizona

Project Manager/Engineer. Responsible for shared project management, sole, and portions of the design team. Responsible for the concept and theory of the implementation of the City of Phoenix's Regulatory Compliance Excellence Program as developed for the plant. Design responsibilities included the sulfuric acid, caustic soda, alum, hydrofluosilic acid, and filter aid polymer bulk storage and feed systems and their associated processes. Feed systems utilized hydraulic eductors to pump the chemicals. Other involvement included permitting and construction phase engineering management.

Tolleson WWTP Solids Handling Facility Improvements, City of Tolleson, Arizona

Project Manager. Responsible for managing the solids handling facility improvements which includes the development of a solids stream master plan, the rehabilitation of four digesters, the addition of sludge DAF thickeners, and odor control study and master plan and the local limits plan update.

Greenfield Water Reclamation Plant, Phase II Expansion, City of Mesa, Arizona

Project Advisor. Responsible for advising and directing the project engineers for the solids stream digester gas handling and digester heating systems. These systems included a boiler/building complex, totally enclosed gas flares and sludge heat exchange. An initial evaluation of a digester gas cogeneration system was also performed.

Experience Summary

Ms. Karen Schwab has 16 years of field and project management experience in hydrogeologic investigations and environmental permitting. Her hydrogeologic investigations experience includes groundwater quality evaluations (background versus impacted); conducting water resources investigations; oversight of production and monitor well installation, construction, and testing; conducting well impact analyses; and preparing and implementing site-specific soil and groundwater sampling and monitoring plans. Her Environmental permitting experience includes preparation of applications for and amendments to Arizona Aquifer Protection Permits (APPs), Federal and Arizona National Pollutant Discharge Elimination System (NPDES) permits, and Industrial Reuse Permits. In addition, Ms. Schwab also has a broad range of knowledge of state and federal water and environmental regulations.

Education

M.S. Geology, Arizona State University, 1990

B.S. Geology, Mesa State College, 1986

Registrations

Registered Geologist, Arizona No. 33268

40-hour OSHA certified

24-hour Mine Safety and Health Administration (MSHA) Certification

8-hour HazMat Supervisor Training

Experience

16 years

Joined Firm

2005

Historic Gibson Mine Closure, Globe, Arizona

Principal Hydrogeologist. Responsibilities included compiling historic information and preparing site-specific closure plan for soil excavation/remediation activities at the historic Gibson copper mine, near Globe. Closure Plan was required to meet regulatory requirements of the Arizona Department of Environmental Quality (ADEQ) Aquifer Protection Program, Water Quality Improvement (WQIG) Program, and federal National Pollution Discharge Elimination System (NPDES) program. Closure plan was approved in record short time with minimal agency comments. Also prepared NPDES Notice of Intent for General Permit for Construction Activities and associated Storm Water Pollution Prevention Plan (SWPPP) for remediation activities.

Florence Copper In-Situ Mine, Site Investigation Plan

Principal Hydrogeologist. Responsible for compiling and evaluating 7 years of groundwater analytical data from 40 monitor wells associated with the former BHP Florence Copper In-Situ Mine. Wrote and prepared the Site Investigation Plan to demonstrate to ADEQ Aquifer Protection Program no impact to the groundwater from mining activities. The current owners of the Florence Copper In-Situ Mine are seeking Clean Closure of the site.

Phelps Dodge Clarkdale Tailing Impoundment, Clarkdale, Arizona

Project Manager/Senior Hydrogeologist. Responsible for writing and preparing application for a Significant Amendment to Phelps Dodge's existing APP for approval by the ADEQ Aquifer Protection Program. Application for Significant Amendment required an evaluation and discussion of 7 years of surface water and groundwater data to demonstrate no impacts to groundwater or surface water. Also responsible for coordinating and conducting quarterly surface water and groundwater sampling; compiling groundwater and surface water monitoring information for quarterly reports to ADEQ Aquifer Protection Program.

BHP Copper San Manuel Mine, San Manuel, Arizona

Senior Hydrogeologist. Responsibilities include preparing an Application for Abandonment and Environmental Report to abandon a segment of the San Manuel railroad. Preparation of the Environmental Report consisted of

compiling existing information on land use, land ownership, historic freight service, and assessing potential impacts on air, noise, water, and biological resources. Project required coordination and meetings with several regulatory agencies, including Bureau of Land Management (BLM; Tucson Field Office), Arizona Game and Fish, and U.S. Fish and Wildlife Service.

ADEQ Vulture Mill WQARF Site, Wickenburg, Arizona

Senior Hydrogeologist. Site consisted of approximately 170,000 tons of tailing material processed from the historic Vulture Mine and placed on private land. ADEQ required excavation/soil remediation of site. As Senior Hydrogeologist, responsibilities included oversight of drilling, construction, development, and testing of on-site production well; also wrote final Well Completion Report.

Gila River Indian Community, Maricopa County, Arizona

Project Manager/Senior Hydrogeologist. Project consisted of researching, formulating, and writing groundwater protection ordinances for Gila River Indian Community. Groundwater regulations and standards from Arizona, New Mexico, and Nevada were compiled and used for comparison.

Vidler Recharge Facility, Harquahala Valley, Arizona

Senior Hydrogeologist. Responsibilities included compiling and evaluating water quantity and quality data, estimating evaporation loss and infiltration rates, preparing quarterly and annual water reports required by the Arizona Department of Water Resources (ADWR) and ADEQ; also responsible for coordinating and oversight of monitor well installation. This project required knowledge of the ADWR underground storage facility statues and rules.

Arizona Department of Environmental Quality, Aquifer Protection Program, Mining Unit, Phoenix, Arizona

Hydrologist III. Responsible for assisting mining clients in obtaining Arizona Aquifer Protection permits. Pertinent experience included evaluating, reviewing, and approving complex hydrologic and geologic data in permit applications; project management; coordinating and conducting site-specific groundwater, surface water, and waste rock sampling efforts. Initiated and conducted a stable isotope groundwater investigation at an active open pit copper mine and presented the results at Society of Mining and Engineering convention.

Arizona Department of Environmental Quality, Site Assessment Hydrology Unit, Phoenix, Arizona

Hydrologist III. Responsibilities included planning, conducting, and managing several Preliminary Assessments and Site Inspections of industrial sites under the Federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) program. Coordinated and conducted site investigations for potential hazardous substance(s) releases to the environment, developed and implemented site-specific groundwater, soil, soil-gas, and indoor air sample plans, compiled and interpreted hydrologic data and water quality data. Operated van-mounted hydraulic probe (Geoprobe) for collecting shallow, subsurface soil samples.

Experience Summary

Jarrell Southall has more than 38 years experience in solving a wide range of environmental management problems. A pioneer in resource-conservative approaches to environmental regulation, Mr. Southall is using his skills and experience in regulatory programs and in the application of innovative technologies to develop cost-effective solutions for a wide range of problems facing government and industry.

Education

B.S., Mathematics/Chemistry, Henderson State University, Arkansas, 1963

Graduate studies in chemistry at the University of Arkansas, Graduate Institute of Technology, Little Rock, Arkansas

Training / Certification

40-Hour OSHA Hazardous Waste Operations/Emergency Response Training

8-Hour MSHA Newly Employed Experienced Miner

Confined Space Entry Training

Supervisor Health and Safety Training

Experience

38 years

Joined Firm

1995

BHP Copper, Inc., Superior, Arizona

Project Manager. Managed a program for collecting soil samples in a residential area of Superior, Arizona and for evaluating the human health risks associated with metals detected in the soil.

Confidential Client, Confidential Location

Project Manager. Managed the development of a remediation action plan and cost estimates for a large smelter site.

Confidential Client, Confidential Location

Technical Advisor. Provided technical advice related to the decommissioning of a metals processing facility, assisted in the evaluation of environmental conditions and practices at the site, and assisted in the preparation of a report documenting the decommissioning process.

Merrill Mining, Florence, Arizona

Technical Advisor. Providing technical advice related to the proposed closure of an in-situ mining facility.

Confidential Client, Confidential Locations

Technical Advisor. Assisted a law firm with the evaluation of potential environmental liabilities associated with active and inactive facilities in the eastern United States.

M&B Capital Group, L.L.C., Tempe, Arizona

Technical Advisor. Assisted in the development of the City of Tempe's McClintock/Rio Salado Brownfield Redevelopment project and initiated the development of a petition for deleting the 200-acre project area from the Indian Bend Wash Superfund site.

BHP Copper, San Manuel, Arizona

Project Manager. Managed the design of a database to facilitate the review of several hundred operations and wastestreams.

Confidential Client, Confidential Location

Technical Advisor. Assisted in the evaluation of remedial options and the development of related cost estimates for a mine and mineral processing facility located in the northeastern United States

BHP Copper, San Manuel, Arizona

Project Manager. Managed the development of a work plan for the closure of a large mining complex involving open pit, underground, mining, heap leach, and in-situ operations.

BHP Copper, San Manuel, Arizona
Technical Reviewer. Assisted in geochemical investigations to enhance in-situ leaching operations and edited final report of those investigations.

BHP Copper Mine/Town of Superior, Superior, Arizona
Project Manager. Managed voluntary characterization, remediation and risk assessment activities for property that BHP Copper was transferring to the Town of Superior for use as an industrial park.

Permitting Projects

IMCO Recycling Inc., Irving, Texas
Project Manager. Managed hydrogeologic investigation required to permit an IMCO secondary aluminum processing facility located in Goodyear, Arizona.

Crystal Pass Cement Company, LLC, Multiple Locations in Nevada
Project Manager. Assisted client with the evaluation of environmental costs associated with the proposed acquisition and expansion of an existing cement plant in Nevada. Also advised client on costs of complying with permitting and Environmental Impact Statement requirements at four sites in southern and central Nevada that were being considered for the construction of a large cement plant.

Merrill Mining, Florence, Arizona
Project Manager. Managed the transfer of all environmental permits for an in-situ copper mine from BHP Copper to Merrill Mining.

Generating Company, LLC, Harquahala, Arizona
Project Manager. Managed project to develop an Aquifer Protection Permit for a 1,000 MW gas-fired power plant.

BHP Copper, Florence, Arizona
Project Manager. Managed project to develop Aquifer Protection Permit and Underground Injection Control (Class III) Permit applications for client's proposed in-situ copper mining and solvent extraction/electrowinning facility Supervised the operation of the project's groundwater sampling program for purposes of hydrogeological characterization and the establishment of Alert Levels and Aquifer Quality Limits. Managed the development and demonstration of BADCT for the proposed facility including the process area, tanks, pipelines, process impoundments, a stormwater impoundment and an enhanced evaporation system involving 13 impoundments.

Experience Summary

Harold Thomas has extensive experience in planning, negotiation, and issue management; environmental management and lobbying; power and water system operation, maintenance, and engineering. Mr. Thomas has directed regional planning activities for public and private utilities. Manages staff and cross-functional teams in the operation and maintenance of a public water system and in water-related strategic and tactical planning of a water and power utility. Mr. Thomas has been responsible for working with city, state, and federal officials to resolve issues of mutual concern. He has many specific strengths including management, engineering, planning and budgeting, negotiations, issues management, and strategic thinking.

Education

B.S., Chemical Engineering, Arizona State University, 1986

Training/Certification

Arizona Water Law, Environmental Regulations, and Pollution Control Measures

Experience

28

Joined Firm

2002

City of Goodyear, Goodyear, Arizona

Principal in Charge. Provided oversight and managed client relationships to address client concerns over the sustainability of current and planned ground water pumping in the Adaman water service area. The analysis evaluated potential ground water level declines, movement of areas with poor water quality, and land subsidence.

Town of Buckeye, Buckeye, Arizona

Project Director. Provided oversight and managed client relationships for a coalition of land owners, the Town and the Arizona Department of Water Resources to conduct the Lower Hassayampa Sub-Basin hydrologic study and develop a ground water model to assess development potential.

City of Mesa, Mesa, Arizona

Executive Director. Directed a multi-year regional water resource and infrastructure planning process for the East Valley Water Forum (EVWF).

Sub-Regional Operating Group (SROG), Phoenix, Arizona

Project Manager. Currently under contract with the City of Phoenix to manage a multi-year regional water and wastewater salinity management study for Central Arizona Salinity Study (CASS).

WESTCAPS, Phoenix, Arizona

Director. Currently under contract to direct a multi-year regional water resource and infrastructure planning process for the West Valley CAP subcontractors (WESTCAPS).

Paradise Valley Water Company, Scottsdale, Arizona

Operations Manager. Directed the development, management, and operation of plant and personnel engaged in the production, treatment, and distribution of potable water.

Salt River Project, Phoenix, Arizona

Manager/Supervisor. Directed development of business strategy and policy; and resolved issues between SRP, it's major water customers, and governmental agencies.

Salt River Project, Phoenix, Arizona

Engineer. Developed and implemented water quality and hazardous waste management programs. Performed financial analysis and monitored capital

expenditures for electrical system upgrades. Worked with electrical engineering groups to budget and schedule major construction jobs.

Management

- Programmed the efficient and reliable operation and maintenance of potable water, power plant, and fuel storage facilities
- Managed the start-up, operation and maintenance of a state-of-art stripping facility to remove volatile organics from groundwater
- Prepared and managed operations and maintenance budgets, capital improvement budgets, and tactical forecasts
- Directed and developed engineering staff and operational personnel
- Analyzed state and federal legislation for potential impacts and developed coalitions and strategies for addressing concerns
- Led various forums and task forces with cities and other agencies to resolve issues of mutual concern in the areas of water supply, water quality, and reclaimed water reuse
- Developed a process for assessing new business opportunities

Environmental Management

- Worked with western interests to develop positions on the re-authorization of the Clean Water Act
- Member of the State of Arizona Maryvale Cancer Cluster Study Technical Review Committee
- Member of the State of Arizona Groundwater Cleanup Task Force
- Analyzed and developed strategy on the re-authorization of the Clean Water Act, critical habitat designation of the Lower Colorado River Basin, Southern Arizona Water Quality Study, Coastal Zone Management Act, USEPA action against the Imperial Irrigation District, and implementation of USBR's new strategic direction
- Developed and implemented a corporate-wide hazardous waste management program
- Developed an open channel water system emergency response plan
- Conducted property environmental site assessments
- Evaluated funding mechanisms for financing groundwater remediation programs
- Evaluated opportunities and impediments for reclaimed water reuse in Maricopa County
- Performed studies of ground and surface water quality

Experience Summary

Mr. Tirpak has 35 years of experience in construction services and administration on street improvement projects, sanitary sewer systems, sewage treatment plants and Improvement Districts. Randy focused 20 years of his career as Improvement District Specialist where he provided Project Management on Improvement Districts from resolution-of-intention through final-assessment, including modifications.

His experience also involved providing the method of assessments, preliminary assessments, meeting and receiving input from property owners and assessment modifications to Improvement Districts in Chandler, Glendale, Peoria, Kingman, Apache County and Coconino County.

Construction services and administration experience includes street improvement projects in Glendale, Peoria, and Phoenix; sanitary sewer systems and sewage treatment plants in Bisbee, Kingman, Superior, and Surprise; and Improvement Districts for the Cities of Chandler, Peoria, and Glendale. His experience also includes preliminary improvement district assessments in Chandler and Apache County; final assessments for improvement districts in Glendale and Peoria; numerous assessment modifications in Gilbert, Chandler, and Peoria; and a water storage system for the Southwest Conference of the United Methodist Church.

Education

Civil Engineering Studies, Lakeland College, Ohio

Experience

35 years

Joined Firm

2007

Airpark Improvement District No.86, Germann Road, Chandler, Arizona

Project Manager responsible for Construction Services. Assisted in preliminary and final plans, cost estimates, preliminary and final assessments, legal descriptions, and property ownership lists. Project features include 1.25 miles of full four-lane paving improvements including curb, gutter and sidewalks, 2.2 miles of sanitary sewers, retention basins, street lights, irrigation system relocations, landscaped median, waterlines, storm drains. Services included design survey, drainage study, design, and improvement district administration.

Improvement District 46, Chandler, Arizona

Project Manager responsible for Construction Services. The project consisted of 5 1/2 miles of major arterial roadway and one mile of industrial collector roadway. The major items of work were full paving which included curbs, gutters, medians, and sidewalks; sanitary sewers; waterlines and stormwater retention; landscaping of parkways and medians; dry utilities conduit for electric, telephone, and cable TV; signing, striping, traffic study, signalization, and street lights; and right-of-way acquisition and dedication. This project resulted in a Benefit Study for assessment purposes as ordered by an Arizona Superior Court. Performed the Benefit Study, which covered the entire western part of Chandler and resulted in our project being completed and the method of assessment established for the west half of Chandler.

Beardsley Road Water Production Facility, Peoria, Arizona

Project Manager responsible for Construction Services. innovative design included use of a low profile reservoir with a cathodic protection system to mitigate corrosion on the interior surfaces of the reservoir, a precast concrete building with air conditioning to house variable frequency drives

and other electrical equipment, and a decorative security wall utilizing offset alignments and earth mounding blend with the adjacent City park and surrounding residential neighborhoods. This project included design and full construction services for 1,S00-gpm well, million gallon welded steel water storage reservoir, 3,500-gpm booster station, utilizing four vertical turbine "can-type" variable speed pumps, 5,000-gallon hydropneumatic tank, supervisory control and date acquisition system, flow monitoring system and chlorination station.

Kingman Hualapai Foothill Estates Improvement District, Kingman, Arizona
Project Manager responsible for Construction services. The project included 5 miles of residential street paving and drainage improvements.

Kachina Village Improvement District, Coconino County, Arizona
Project Manager responsible for Construction Services. The project included 3.5 miles of residential street and drainage improvements.

Mule Gulch Wastewater Treatment Plan Improvement District, Bisbee, Arizona
Project Manager responsible for Construction Services. The project included primary and secondary sedimentation tanks, trickling filter and digester, and new chlorine contact tanks.

Arizona City Sanitary District, Arizona City, Arizona
Project Manager responsible For District representation in regards to plan review as submitted by developers, operations assistance for the wastewater treatment system and overall sanitary district engineering responsibilities.

Kyrerie Water Booster Station, Tempe, Arizona
Project Manager for the development of a design concept report and prepared design documents for upgrades to an existing water booster station located on the Kyrene Water Reclamation Facility site at 511 West Guadalupe Road and for pipeline improvements in the distribution system to create the boundaries for a new pressure zone. The modified booster station serves a southwest section of the City. The concept study resulted in the preparation of detailed drawings and specifications for upgrading the existing booster station including instrumentation and control equipment, electrical power distribution equipment, and six check valve stations located at strategic sites in the distribution system to create boundaries for the new pressure zone. The modified booster station equipment consists of six horizontally mounted split case type pumps driven by totally enclosed fan cooled electric motors. Three of the pumps are capable of delivering 2100 gpm against a total pumping head of 98 feet. The other three pumps are capable of delivering 3500 gpm against a total pumping head of 98 feet. The smaller pumps are driven by 75 horsepower motors. The larger pumps are driven by 125 horsepower motors. The maximum speed of the motors is approximately 1800 RPM. The three 75 horsepower motors are equipped with variable frequency drives -(VFD1s). The normal operation of the booster pumps is controlled by a remote terminal unit (RTU) receiving system pressure signals from a remote location in the distribution system.

Experience Summary

Craig Tweed has 21 years of design, construction, construction management, and inspection experience. He has significant experience in directing, supervising, and coordinating the activities of design engineers, field engineers, superintendents, owner personnel, and outside agencies.

Education

B.S., Construction Engineering Technology, Texas Tech University, 1986

Experience

21 years

Joined Firm

2000

Light Rail Wet Utility Relocation Lines Sections 1 through 4 and maintanence and storage facility

Construction Manager / Project Manager: Project consists of approximately 19 lane miles of construction of new light rail alignment along existing City of Phoenix right of way and new Maintenance and Storage Facility locate on South 48th Street. Project is broken into five separate construction contracts and managed by five separate METRO construction teams. Brown and Caldwell utilized a single team to coordinate between the five contracts to maintain integrity and uniformity of design and construction throughout the project and to verify construction complies with current COP construction requirements. Responsibilities include oversight of relocation of water and sanitary sewer along the new Light Rail alignment as describe below:

- Review of preliminary and final design documents to insure compliance with existing City standards, operability of system design and constructability of design
- Development and implementation of new City standards applicable specifically to Light Rail Construction
- Quality assurance inspection of water and sewer installations
- Review and evaluation of numerous design changes to include both redesign, implementation and negotiation of changes
- Review and management of contract cost to verify contractor's billing matches actual work completed
- Coordination with COP WSD crews to provide standard services in a streamlined manner in order to expedite the construction. The services included valve operation to de-energize portions of system to allow connection of new construction to existing facilities, emergency repairs, meter installations, hot taps of both water and sanitary sewer, video inspection of sanitary sewer,
- Development of process to allow real time acceptance of new portions of water distribution system and providing COP WSD real-time as-built information by implementing the partial interim approval process.
- Provided coordination with COP Fire Department to establish protocols for notification of Fire Department by contractor of construction activities related to water and fire protection.
- Implemented GIS valve exercise and shutdown program where all valves along the Light Rail alignment are verified to operating correctly,

asset information is documented and any inoperable valves are replaced prior to construction to minimize impact to the contractor's schedule.

- Provided valve operation services for distribution mains 12" and smaller to increase support of COP WSD valve crews facilitate contractor requested shutdowns.

48th Street Water and Sewer Relocations for Light Rail

Project Manager: Project consisted of increasing capacity of water distribution system and sanitary sewer system on 48th street Between Washington and Jackson to accommodate additional future requirements for Light Rail Maintanence and Storage Facility. Project was design and manged by METRO. Brown and Caldwell provided quality assurance oversight and coordination with COP WSD to enforce COP construction standards. Duties included review of design documents for compliance with applicable city standards, quality assurance inspection to ensure compliance with plans and specifications, review and management of all design changes associated with water and sewer. Coordination with COP personnel to schedule required services.

Paradise Valley PRV 1-R5

Project Manager: Project consists of installation of new 16" pressure reducing valves between existing zones. The project is being constructed under City of Phoenix Job Order Contracting Process. Duties include supervision, oversite and training of new Construction Manager, review and maintenance of budget, negotiation of original budget and all contract changes.

Paradise Valley Booster Station –PRV 2A-R12

Project Manager: Project consisted of installation of four new 1000-hp high-pressure vertical turbine water booster pumps, 16" PRV system, surge system, SCADA control system and decommissioning of the existing booster station without disruption is pumping capability. Duties include supervision, oversite and training of new Construction Manager, review and maintenance of budget, negotiation of original budget and all contract changes.

24th Street Chemical System Modifications

Construction Manager: Project consisted of installation of new 66" and 48" plant water line and reservoir wier / junction box converting existng reservoir into a clear well to improve detention time prior to introduction to distribution, new chemical delivery systems at an extisting water treatment plant. New chemical feed systems were installed, includeing aluminum sulfate, sufuric acid, sodium hydroxide, polymer hydroflousilicic acid and gaseous chlorine feed systems were installed, tested and commissioned without impacting normal plant operations. Responsibilities include review and control of all project documentation, supervision and coordination of construction, testing, startup and commissioning activities. Management and implementation of required contract modifications, including negotiations of additional time and cost.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROWN & CALDWELL, INC.

[Scope of Work]

See following pages.

EXHIBIT A

CITY OF AVONDALE
WATER RECLAMATION FACILITY
SOLIDS HANDLING CONTROLS

MARCH 2009

Project Overview

City of Avondale (COA) has two centrifuge units for use on their solids handling system. In addition, several other pieces of equipment (two Sludge Pumps, two Polymer Systems, two Centrifuge Valves, Collection Conveyor, two Distribution Conveyors, two Polymer Solution Feed Pumps, two Centrate Pumps) are used in connection with solids handling. An additional emulsion polymer system is being added by Plant staff. This equipment, including the centrifuge units, all run separately from each other. They also require manual control, either locally at the equipment or remotely through and OIT or Human Machine Interface (HMI), to run correctly. This manual operation requires constant operator monitoring and adjustment. Currently, one of the centrifuge units is non-functional due to a control system failure. Work to upgrade and replace some of the existing control system for each centrifuge will be done by Andritz Dewatering Technologies. Brown and Caldwell (BC) will coordinate the programming work by Andritz with the solids handling control system and the Plant HMI. Andritz is ultimately entirely responsible for the proper operation of its equipment. BC assumes no responsibility for the centrifuge units programmed by Andritz nor the operation of the system. As a whole, BC will provide programming and related services as specified below to coordinate centrifuge programming and controls upgrades to the solids handling system. The overall approach is to review solids handling system operation and make recommendations for operation.

BC's services are limited to programming Programmable Logic Controller (PLC) #11 in the solids building and screens to the solids building Wonderware HMI. Coordination will be required between existing Plant expansion activities and HMI programming work done under this project.

Following is a list of tasks for this project:

- Centrifuge Controls Upgrade:
  - Identify data passed between PLC #11 and centrifuge PLCs for vendor upgrade.
  - Submittal review of Andritz hardware design for new centrifuge controls equipment.
- Programming for Solids Handling System PLC #11:
  - Verify and make necessary corrections to data passed between PLC #11 and centrifuge PLCs.
  - Programming changes to communicate Ethernet to centrifuge PLCs.
- Interface with PLC #11 Controlled Equipment:
  - Identify equipment (separate from centrifuge units) controlled by PLC #11 and test functionality.
  - Determine and make recommendations on equipment controlled by PLC #11 that is not functioning correctly.
  - Make recommendations on equipment not controlled by PLC #11 that may be necessary for solids handling automatic control.

Note: No software, software licenses, hardware, or hardware keys are provided with this scope of work.

Requirements of City of Avondale

BC will require the following items/task from COA to assist in the scope of this project:

- Provide a single point of contact for BC to interface with during the extent of the project to verify the proper coordination of the work performed.
- Provide time to escort BC, as necessary, for completion of project scope.
- Provide Contractor protocols and regulations regarding working within this facility; such as, parking, sign-in/sign-out and security procedures, emergency contacts and other appropriate information.
- Provide IP addressing of centrifuge PLCs to add to Ethernet Network. Up to 10 IP addresses may be required for the additional Ethernet communication equipment.
- Provide Ethernet Network cabling from PLC #11 to each of the two centrifuge PLCs. Provide Ethernet Switch in PLC #11 cabinet. BC is not responsible for integrity of Ethernet network.
- Provide current version of PLC program running in PLC #11 for use by BC to do modifications listed herein.
- Maintaining Plant operations is the sole responsibility of COA. BC cannot be held liable for any operational impact of this project.
- Provide VPN connection to Wonderware HMI Development application for HMI programming work done by BC under this project.
- COA is responsible for coordination of any software changes during this project. Any changes by other firms to the PLC #11 code or Wonderware HMI application that impacts the project will be handled on a Time and Materials basis.

Phase 100 Centrifuge Controls Upgrade

Objectives: Provide centrifuge vendor with identified data passed between centrifuge PLCs and solids handling PLC #11.

Activities:

- Create list of data between centrifuge unit PLCs and PLC #11.
- Provide and review list with Andritz centrifuge programmer and owner to include additional data as needed.
- Review control equipment submittal from Andritz for compatibility with existing Plant control system architecture.

Deliverables*:* List of data passed between centrifuge PLCs and solids handling PLC #11 with all necessary addressing. Submittal review comments (with respect to control system integration only).

Phase 200 Programming for Solids Handling System PLC #11

Objectives: Assist centrifuge programmer with testing data passed between centrifuge PLCs and solids handling PLC #11. Modify communications between centrifuge PLCs and PLC #11 to systems Ethernet network.

Activities:

- Modify PLC #11 program to communicate data with centrifuge PLCs via Ethernet. This is to replace the existing Modbus Plus network between PLC #11 and the centrifuge PLCs.
- Test and document data passed between each centrifuge PLC and PLC #11 as per list created in Phase 100.

Deliverables*:* Documented list of data passed between centrifuge PLCs and solids handling PLC #11.

Phase 300 Interface with PLC #11 Controlled Equipment

Objectives: Identify and test equipment (defined in Project Overview, aside from centrifuge units) controlled by solids handling PLC #11. Functionality of equipment to match what had been provided when originally installed and programmed. Make recommendations on additional controls that may need added. These recommendations could be added, based on COA approval, on a Time and Materials basis.

Activities:

- Identify all equipment controlled by PLC #11 and test for proper functionality against original programming.
- Modify programming in PLC #11 to provide necessary HMI controls.
- If necessary, make recommendations on additional equipment needed to provide automation and reduce operator intervention into wasting operations.
- Configuration changes of equipment controlled by PLC #11 but not functioning correctly.

Deliverables*:* PLC program and documented changes for PLC #11. Recommendations of changes or modifications for automatic control of the solids wasting system.

Phase 400 Post Project Tasks

Objectives: Confirm vendor supplied PLC programs are the same as what is running in centrifuge PLCs.

Activities:

- Load copies of programs into laptop computer and connect to each centrifuge PLC.
- Confirm connected PLC and program on laptop are equal.

Deliverables*:* None.

Project Clarifications

- BC will provide up to 16 hours of on-site troubleshooting services after Phases 100 to 300 are complete. If it takes more than this to identify and fix the problems, a new task order or scope of work may need to be approved.
- BC will need assistance from the COA Operations Department with testing and troubleshooting centrifuge and solids handling automatic controls. This will include running different test scenarios of various automatic controls in the solids handling system.
- BC will do HMI development via VPN connection to Avondale Municipal Operations Center building Wonderware Server. View capabilities will be through a Terminal Services connection to the Terminal Services Server.
- BC to advise COA if additional electrical work is necessary. COA to coordinate this additional electrical work.

Compensation

Compensation for services stated herein shall be on a Time and Material basis with a not to exceed amount of $39,979. Invoices will be submitted on a monthly basis. Although items are estimated by phase, BC may transfer funds between the phases as project developments require. Rate schedule is attached as Exhibit B.

Schedule

Work will commence within 7 working days once COA provides a written Notice to Proceed (NTP). Estimated completion of this scope of work will be 120 working days after BC receives the NTP from COA. Completion schedule is dependent upon timely installation and programming of equipment by Andritz Dewatering Technologies.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROWN & CALDWELL, INC.

[Fee Proposal]

See following pages.

EXHIBIT B
BROWN AND CALDWELL
SCHEDULE OF FEES

Level	Engineering	Technical/Scientific	Administrative	Rate
A			Office/Support Services I	$49
B	Drafter Trainee Student Trainee I	Field Service Technician I	Office/Support Services II Project Assistant Word Processor I	$61
C	Assistant Drafter Student Trainee II	Field Service Technician II	Office/Support Services III Sr. Project Assistant Word Processor II	$69
D	Drafter Engineering Aide Engineering Technician I Inspection Aide	Field Service Technician III	Office/Support Services IV Project Coordinator I Word Processor III Accountant I	$79
E	Sr. Drafter Assistant Designer Engineer I Engineering Technician II Inspector I	Sr. Field Service Technician Geologist/Hydrogeologist I Scientist I Computer Programmer	Word Processor IV Project/Contract Coordinator Project Coordinator II Accountant II Project Accountant II Administrative Coordinator	$94
F	Lead Drafter Designer Engineer II Engineering Technician III Inspector II	Geologist/Hydrogeologist II Scientist II Comp Sys Analyst/Programmer I	Executive Support Services II Supervising Word Processor Sr. Project Coordinator Accountant III Administrative Supervisor Technical Writer	$113
G	Supervising Drafter Sr. Designer Engineer III Sr. Engineering Technician Inspector III	Geologist/Hydrogeologist III Scientist III Comp Analyst/Program II	Contracts Administrator Accountant IV Sr. Tech Coordinator/Analyst	$135
H	Chief Drafter Principal Designer Sr. Engineer	Sr. Geologist/Hydrogeologist Sr. Scientist Manager Computer Services	Accounting Manager Project Control Manager Sr. Technical Writer	$153
I	Supervising Designer Principal Engineer	Principal Geologist/Hydrogeologist Principal Scientist Sr. IT Analyst/Developer	Corp. Contract Administrator Sr. Elect Media Specialist Product Manager I	$174
J	Chief Designer Supervising Engineer	Supervising Geol/Hydrogeologist Supervising Scientist Sr. IT Analyst/Developer	Product Manager II Risk Manager	$180
K	Managing Engineer	Managing Geol/Hydrogeologist Managing Scientist I T Program Manager Information Technology Director	Corp Health & Safety Director	$202
L	Chief Engineer Executive Engineer	Chief Geologist/Hydrogeologist Chief Scientist Manager, Info Tech Services Principal IT Analyst/Developer	Corporate Counsel	$219
M	Vice President			$235
N	Sr. Vice President			$245

EXHIBIT B
BROWN AND CALDWELL
SCHEDULE OF FEES

FIELD EQUIPMENT		
Identification	**Rate Per Day**	**Rate Per Week**
Probes and Instruments		
Oil Interface Probe	$50	$200
Water Level Indicator	$15	$60
pH/Electrical Conductivity/Temperature Meter	$50	$200
Photo Ionization Detector	$100	$400
Flame Ionization Detector	$100	$400
Four-Gas Meter	$85	$250
Flow Meter	$25	$100
Hand-Held GPS	$20	$80
Hermit Data Logger and Transducer	$150	$600
Additional Transducer	$25	$100
Identification	**Rate Per Day**	**Rate Per Week**
Pumps, Bailers, and Blowers		
PVC Bailer	$10	$20
Teflon or Stainless Steel Bailer	$15	$60
Disposable Bailer	$15 each	$15 each
Cup Bailer	$10	$40
Air Monitoring Pump (low or high volume)	$25	$100
Gilibrator Calibration Primary Source Standard	$80	$320
Peristaltic Pump with Filter Holder	$30	$120
Submersible Pump	$50	$200
Trash Pump	$50	$200
Samplers and Other Equipment		
Decontamination Kit	$15	$60
Hand Auger and Kit	$25	$100
Sediment Sampler	$20	$80
Slide Hammer Sampler	$20	$80
Micropurge Groundwater Sampling System	$150	$600
Inflatable Packer	$300	$1,200
Personal Protective Equipment		
Level D (Modified)	$15/person	$60/person
Level C	$50/person	$200/person
Level B and Level A	Project-Specific Quote	

OTHER DIRECT COSTS		
Identification	**Unit**	**Rate**
Company Automobiles	Mile	$0.55
In-house Services (telephone, facsimile, computer and CADD, standard postage, standard copying, and printing)		$8.00/labor hour
Subcontractors		Cost plus 15%
Other Outside Services, Rental Equipment, and Direct Project Expenses		Cost plus 15%

Effective January 1 through December 31, 2009

Hourly billing rates for professional labor are revised annually to reflect changes in actual pay rates.

BROWN AND CALDWELL

CITY COUNCIL REPORT

SUBJECT:
Construction Contract Award - ValleyCrest Landscape Development

MEETING DATE:
April 20, 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 award a construction contract to ValleyCrest Landscape Development for landscape work and other improvements along 99th Avenue at the intersection of McDowell Road, in the amount of $298,406.25, authorize the transfer of $140,000 from Street Fund Line Item No. 304-1089-00-8420, Van Buren-Bridge to Fairway to Street Fund Line Item No. 304-1163-00-8420, 99th Avenue at McDowell, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The 2006-2007 Capital Improvement Plan (CIP) included a project to design an additional left-turn lane on 99th Avenue at McDowell Road. On February 20, 2007, Council approved a Professional Services Agreement with URS Corporation to provide design services for these improvements. It was determined that the 99th Avenue corridor would require wider medians which lent themselves more readily to landscaping. 99th Avenue and McDowell Road serves as a primary gateway into the City and therefore, staff proposed to incorporate a landscape component for this project. On January 9, 2008, the City contracted with A Dye Design, Inc. to provide landscape design services for 99th Avenue and incorporate additional landscaping along McDowell Road from 99th Avenue to 103rd Avenue. The landscaping would beautify the City as well as provide a unique gateway landscape feature at 99th Avenue and McDowell Road.

DISCUSSION:

The proposed landscaping improvements will incorporate 25 foot tall date palms, desert museum trees, and a variety of shrubs and plants along 99th Avenue from approximately 300 feet north of the I-10 Bridge to 500 feet north of the intersection. To provide consistency between 99th Avenue and McDowell Road, the existing landscaping along McDowell Road will also be enhanced with the addition of 25 foot tall date palms and other plantings. Other improvements include landscape irrigation and conduit for future landscape lighting.

SCOPE OF WORK:
The scope of work for this project includes:

- Removing and installing new decorative concrete pavers from I-10 to past the existing slab on grade bridge (ADOT drainage channel)
- Installing 35 date palms (25 feet tall minimum) along 99th Avenue & McDowell Road
- Installing 30 trees along 99th Avenue & McDowell Road
- Installing 693 plants and shrubs along 99th Avenue & McDowell Road
- Installing conduits into the existing raised median for future landscape lighting
- Miscellaneous removals and installations

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on February 10 and 13, 2009; and the Arizona Business Gazette on February 12, 2009. The Engineering Department held a pre-bid meeting on February 17, 2009. Eleven (11) bids were received and opened on March 26, 2009. Each bid package was reviewed and all except one (1) bidder met the bidding requirements. The firms, who met requirements, submitting bids and the amount of their bid are as follows:

BIDDER	BID AMOUNT	M/DBE
Agave	$321,215.88	No
ELS Construction	$347,050.07	No
Gothic Landscaping	$321,772.80	No
Green Landscaping & Irrigation	$329,900.00	No
ISS Grounds Control	$372,355.46	No
Landscape Construction	$350,742.38	No
Recon, Inc.	$326,928.07	No
R.H. Dupper	$339,006.73	No
RK Sanders	$352,402.46	No
ValleyCrest Landscape Development	$298,406.25	No

See attached Bid Tabulation Sheet for a detailed, bid item breakdown of each submitted bid.

ValleyCrest Landscape Development with a bid of $298,406.25 was determined to have submitted the lowest, responsive, and qualified bid. Staff was able to contact three (3) of the three (3) required references and ValleyCrest Landscape Development did receive positive recommendations. Staff believes ValleyCrest Landscape Development to be competent and qualified for this project. ValleyCrest Landscape Development has successfully completed similar work. Staff contacted the Registrar of Contractors and found no claims on file against this contractor. ontract is on file with the City Clerk.

BUDGETARY IMPACT:

Funding in the amount of $140,000 is available in Street Fund Line Item No. 304-1089-00-8420, Van Buren-Bridge to Fairway and will need to be transferred to Street Fund Line Item No. 304-1163-00-8420, 99th Avenue at McDowell. The remaining $158,406.25 is available in Street Fund Line Item No. 304-1163-00-8420, 99th Avenue at McDowell.

RECOMMENDATION:

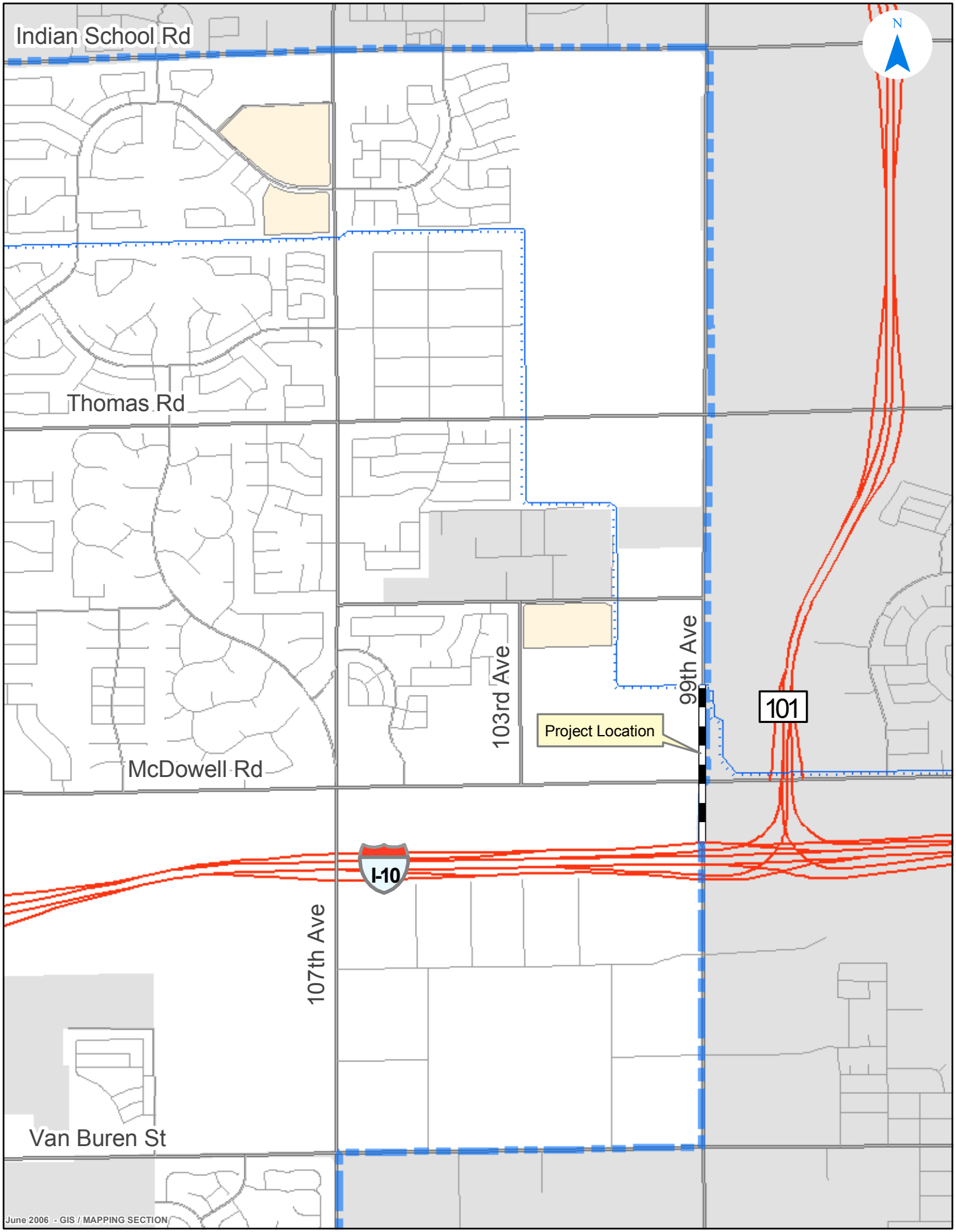
Staff recommends that the City Council award a construction contract to Valley Crest Landscape Development for landscape work and other improvements along 99th Avenue at the intersection of McDowell Road, in the amount of $298,406.25, authorize the transfer of $140,000 from Street Fund Line Item No. 304-1089-00-8420, Van Buren-Bridge to Fairway to Street Fund Line Item No. 304-1163-00-8420, 99th Avenue at McDowell, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Bid Tabulation

VICINITY MAP



CITY OF AVONDALE

99th Ave. Widening

BID TABULATION
ST1163L 99th Ave McDowell Rd Landscaping Improvements
BID DATE: March 26, 2009

				AGAVE		ELS Const		Gothic Landscaping		Green Landscaping & Irr		ISS Ground Control		Landscape Const	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Item No.	**Description of Materials and/or Services**	**Qty**	**Unit**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**
107.01501	Community Relations (Allowance)	1	ALLOW	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00
107.04	Miscellaneous Reimbursables (Allowance)	1	ALLOW	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
108.01	Construction Surveying & Layout	1	LS	$ 3,515.00	$ 3,515.00	$ 2,545.00	$ 2,545.00	$ 1,830.54	$ 1,830.54	$ 3,100.00	$ 3,100.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00
108.0101	Preparation of As-Built Plans	1	LS	$ 100.00	$ 100.00	$ 763.50	$ 763.50	$ 221.71	$ 221.71	$ 1,500.00	$ 1,500.00	$ 955.00	$ 955.00	$ 550.00	$ 550.00
109.09	Mobilization/Demobilization	1	LS	$ 4,167.00	$ 4,167.00	$ 11,940.40	$ 11,940.40	$ 6,899.52	$ 6,899.52	$ 1,500.00	$ 1,500.00	$ 4,421.00	$ 4,421.00	$ 11,000.00	$ 11,000.00
201.014	Existing Shrub Removal	1	LS	$ 1,010.00	$ 1,010.00	$ 1,038.40	$ 1,038.40	$ 52.24	$ 52.24	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 350.00	$ 350.00
350.0195	Remove Existing Concrete (Median)	423	SY	$ 12.00	$ 5,076.00	$ 20.40	$ 8,629.20	$ 19.66	$ 8,316.18	$ 11.00	$ 4,653.00	$ 25.06	$ 10,600.38	$ 10.00	$ 4,230.00
401.01	Traffic Control	1	LS	$ 7,324.00	$ 7,324.00	$ 9,447.05	$ 9,447.05	$ 12,271.46	$ 12,271.46	$ 5,000.00	$ 5,000.00	$ 6,069.00	$ 6,069.00	$ 9,500.00	$ 9,500.00
401.01001	Police Officer (Allowance)	1	ALLOW	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00
430.01021	Ground Cover, 1 Gallon	121	EA	$ 5.00	$ 605.00	$ 6.15	$ 744.15	$ 2.98	$ 360.58	$ 5.00	$ 605.00	$ 5.80	$ 701.80	$ 5.00	$ 605.00
430.01025	**Shrubs, 5 Gallons**	**693**	**EA**	$ 18.00	$ 12,474.00	$ 18.35	$ 12,716.55	$ 11.66	$ 8,080.38	$ 19.00	$ 13,167.00	$ 22.60	$ 15,661.80	$ 17.00	$ 11,781.00
430.01053	Trees, 36-Inch Box	30	EA	$ 316.00	$ 9,480.00	$ 483.35	$ 14,506.50	$ 321.06	$ 9,631.80	$ 370.00	$ 11,100.00	$ 418.00	$ 12,540.00	$ 425.00	$ 12,750.00
430.0106	**Palm Trees, 25-feet Height (must be 25 feet tall min)**	**40**	**EA**	$ 4,132.00	$ 165,280.00	$ 4,377.40	$ 175,096.00	$ 4,114.43	$ 164,577.20	$ 4,250.00	$ 170,000.00	$ 4,525.00	$ 181,000.00	$ 4,300.00	$ 172,000.00
440.013	Drip Irrigation System	1	LS	$ 14,568.00	$ 14,568.00	$ 14,620.00	$ 14,620.00	$ 12,777.05	$ 12,777.05	$ 11,000.00	$ 11,000.00	$ 19,660.00	$ 19,660.00	$ 20,000.00	$ 20,000.00
430.022	**Decomposed Granite, Apache Pink (minus) (2-inch depth)**	**14,411**	**SF**	$ 0.33	$ 4,755.63	$ 0.26	$ 3,746.86	$ 0.25	$ 3,602.75	$ 0.30	$ 4,323.30	$ 0.32	$ 4,611.52	$ 0.40	$ 5,764.40
440.04	Landscape Establishment	1	LS	$ 1,200.00	$ 1,200.00	$ 7,925.15	$ 7,925.15	$ 465.53	$ 465.53	$ 2,602.40	$ 2,602.40	$ 8,210.00	$ 8,210.00	$ 4,500.00	$ 4,500.00
471.5	**New 100 AMP 120/240V panel And Control Devices For Future Lighting**	**4**	**EA**	$ 3,530.00	$ 14,120.00	$ 2,545.00	$ 10,180.00	$ 3,230.38	$ 12,921.52	$ 2,850.00	$ 11,400.00	$ 2,821.65	$ 11,286.60	$ 2,420.00	$ 9,680.00
471.55	**Water Bore Under Existing Sidewalk For Installation of 2-inch Conduit**	**280**	**LF**	$ 23.20	$ 6,496.00	$ 36.90	$ 10,332.00	$ 12.92	$ 3,617.60	$ 45.00	$ 12,600.00	$ 43.35	$ 12,138.00	$ 38.00	$ 10,640.00
471.60043	**Furnish And Install #3 ½ Pullbox Complete & In Place**	**19**	**EA**	$ 95.68	$ 1,817.92	$ 168.00	$ 3,192.00	$ 54.65	$ 1,038.35	$ 200.00	$ 3,800.00	$ 229.00	$ 4,351.00	$ 205.00	$ 3,895.00
471.6111	**2-Inch PVC Conduit Installed And In Place Including Trenching & Backfill**	**2300**	**LF**	$ 9.67	$ 22,241.00	$ 3.60	$ 8,280.00	$ 1.53	$ 3,519.00	$ 8.00	$ 18,400.00	$ 8.65	$ 19,895.00	$ 7.40	$ 17,020.00
610.10541	Water Service Connection (tap w/saddle by Contractor-1-inch Service)	2	EA	$ 1,175.00	$ 2,350.00	$ 285.05	$ 570.10	$ 8,075.94	$ 16,151.88	$ 2,400.00	$ 4,800.00	$ 3,304.00	$ 6,608.00	$ 1,750.00	$ 3,500.00
~~610.10622~~	**~~Water Service Line (1-inch Copper)~~**	**~~163~~**	**~~LF~~**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**
					$		$		$		$		$		$
	SUBTOTAL (ST1163L)				$ 308,579.55		$ 328,272.86		$ 298,335.29		$ 312,050.70		$ 352,209.10		$ 331,765.40
	TAX				12,636.33		18,777.21		23,437.51		17,849.30		20,146.36		18,976.98
	TOTAL SUBMITTED BY BIDDER				$ 321,215.88		$ 347,050.07		$ 321,772.80		$ 329,900.00		$ 372,355.46		$ 350,742.38
	Bid Bond Attached?				Yes		Yes		Yes		Yes		Yes		Yes
	Contractor License Attached?				Yes		Yes		Yes		Yes		Yes		Yes
	Is contract properly signed?				Yes		Yes		Yes		Yes		Yes		Yes
	Business License Attached?				Yes		Yes		Yes		Yes		Yes		Yes
	References Attached?				Yes		Yes		Yes		Yes		Yes		Yes
	Addendum #1 Attached				Yes		Yes		Yes		Yes		Yes		Yes
	Addendum #2 Attached				Yes		Yes		Yes		Yes		Yes		Yes
	Exceptions to specifications?				No		No		No		No		No		No

BID TABULATION
ST1163L 99th Ave McDowell Rd Landscaping Improvements
BID DATE: March 26, 2009

				Land-Tech		Recon, Inc.		R.H. Dupper		RK Sanders		Valley Crest	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Item No.	**Description of Materials and/or Services**	**Qty**	**Unit**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**
107.01501	Community Relations (Allowance)	1	ALLOW	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00
107.04	Miscellaneous Reimbursables (Allowance)	1	ALLOW	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
108.01	Construction Surveying & Layout	1	LS	$ 1,650.00	$ 1,650.00	$ 2,500.00	$ 2,500.00	$ 225.00	$ 225.00	$ 2,500.00	$ 2,500.00	$ 725.00	$ 725.00
108.0101	Preparation of As-Built Plans	1	LS	$ 290.00	$ 290.00	$ 700.00	$ 700.00	$ 184.00	$ 184.00	$ 1,200.00	$ 1,200.00	$ 725.00	$ 725.00
109.09	Mobilization/Demobilization	1	LS	$ 13,000.00	$ 13,000.00	$ 6,900.00	$ 6,900.00	$ 938.00	$ 938.00	$ 8,500.00	$ 8,500.00	$ 6,440.00	$ 6,440.00
201.014	Existing Shrub Removal	1	LS	$ 500.00	$ 500.00	$ 1,270.00	$ 1,270.00	$ 594.00	$ 594.00	$ 2,500.00	$ 2,500.00	$ 280.00	$ 280.00
350.0195	Remove Existing Concrete (Median)	423	SY	$ 13.75	$ 5,816.25	$ 12.00	$ 5,076.00	$ 12.56	$ 5,312.88	$ 18.00	$ 7,614.00	$ 3.28	$ 1,387.44
401.01	Traffic Control	1	LS	$ 12,750.00	$ 12,750.00	$ 4,800.00	$ 4,800.00	$ 15,225.00	$ 15,225.00	$ 18,500.00	$ 18,500.00	$ 12,500.00	$ 12,500.00
401.01001	Police Officer (Allowance)	1	ALLOW	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00
430.01021	Ground Cover, 1 Gallon	121	EA	$ 5.00	$ 605.00	$ 12.00	$ 1,452.00	$ 3.70	$ 447.70	$ 5.75	$ 695.75	$ 6.00	$ 726.00
430.01025	**Shrubs, 5 Gallons**	**693**	**EA**	$ 16.55	$ 11,469.15	$ 26.00	$ 18,018.00	$ 19.38	$ 13,430.34	$ 22.00	$ 15,246.00	$ 15.00	$ 10,395.00
430.01053	Trees, 36-Inch Box	30	EA	$ 365.00	$ 10,950.00	$ 450.00	$ 13,500.00	$ 415.00	$ 12,450.00	$ 400.00	$ 12,000.00	$ 335.00	$ 10,050.00
430.0106	**Palm Trees, 25-feet Height (must be 25 feet tall min)**	**40**	**EA**	$ 4,250.00	$ 170,000.00	$ 4,800.00	$ 192,000.00	$ 4,443.00	$ 177,720.00	$ 3,500.00	$ 140,000.00	$ 3,605.00	$ 144,200.00
440.013	Drip Irrigation System	1	LS	$ 12,950.00	$ 12,950.00	$ 13,000.00	$ 13,000.00	$ 11,506.00	$ 11,506.00	$ 16,900.00	$ 16,900.00	$ 13,500.00	$ 13,500.00
430.022	**Decomposed Granite, Apache Pink (minus) (2-inch depth)**	**14,411**	**SF**	$ 0.29	$ 4,179.19	$ 0.37	$ 5,332.07	$ 0.29	$ 4,179.19	$ 0.61	$ 8,790.71	$ 0.35	$ 5,043.85
440.04	Landscape Establishment	1	LS	$ 1,000.00	$ 1,000.00	$ 1,850.00	$ 1,850.00	$ 800.00	$ 800.00	$ 4,500.00	$ 4,500.00	$ 755.00	$ 755.00
471.5	**New 100 AMP 120/240V panel And Control Devices For Future Lighting**	**4**	**EA**	$ 2,500.00	$ 10,000.00	$ 2,500.00	$ 10,000.00	$ 2,900.00	$ 11,600.00	$ 3,500.00	$ 14,000.00	$ 3,315.00	$ 13,260.00
471.55	**Water Bore Under Existing Sidewalk For Installation of 2-inch Conduit**	**280**	**LF**	$ 39.50	$ 11,060.00	$ 21.00	$ 5,880.00	$ 36.22	$ 10,141.60	$ 45.00	$ 12,600.00	$ 21.80	$ 6,104.00
471.60043	**Furnish And Install #3 ½ Pullbox Complete & In Place**	**19**	**EA**	$ 210.00	$ 3,990.00	$ 250.00	$ 4,750.00	$ 174.00	$ 3,306.00	$ 350.00	$ 6,650.00	$ 90.00	$ 1,710.00
471.6111	**2-Inch PVC Conduit Installed And In Place Including Trenching & Backfill**	**2300**	**LF**	$ 7.85	$ 18,055.00	$ 3.00	$ 6,900.00	$ 6.25	$ 14,375.00	$ 10.25	$ 23,575.00	$ 9.07	$ 20,861.00
610.10541	Water Service Connection (tap w/saddle by Contractor-1-inch Service)	2	EA	$ 660.00	$ 1,320.00	$ 500.00	$ 1,000.00	$ 3,115.00	$ 6,230.00	$ 2,500.00	$ 5,000.00	$ 1,665.00	$ 3,330.00
~~**610.10622**~~	~~**Water Service Line (1-inch Copper)**~~	~~**163**~~	~~**LF**~~	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**
					$		$		$		$		$
	SUBTOTAL (ST1163L)				$ 321,584.59		$ 326,928.07		$ 320,664.71		$ 332,771.46		$ 283,992.29
	TAX				18,394.64		Included		18,342.02		19,631.00		14,413.96
	TOTAL SUBMITTED BY BIDDER				$ 339,979.23		$ 326,928.07		$ 339,006.73		$ 352,402.46		$ 298,406.25
	Bid Bond Attached?				Yes		Yes		Yes		Yes		Yes
	Contractor License Attached?				Yes		Yes		Yes		Yes		Yes
	Is contract properly signed?				Yes		Yes		Yes		Yes		Yes
	Business License Attached?				Yes		Yes		Yes		Yes		Yes
	References Attached?				Yes		Yes		Yes		Yes		Yes
	Addendum #1 Attached				No		Yes		Yes		Yes		Yes
	Addendum #2 Attached				Yes		Yes		Yes		Yes		Yes
	Exceptions to specifications?				No		No		No		No		No

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement with Lee Engineering to Conduct Traffic Impact Analysis

MEETING DATE:
April 20, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council approve a Professional Services Agreement with Lee Engineering for Traffic Impact Analysis review services in an amount not to exceed $100,000 and authorize the Mayor of City Manager and City Clerk to execute the required documents.

DISCUSSION:

The Development Services Department is responsible for administering all applications related to land use and development in the City of Avondale. Developments generate traffic that must be analyzed to determine if mitigation measures beyond our standard details is warranted.

Over the past 2 years, Traffic Engineering Division staff reviewed Traffic Impact Analysis reports in addition to administering many other traffic related functions. As a consequence of competing priorities, and staff reduction in the Traffic Engineering Division, staff worked excessive hours trying to meet review time frames and ensure that development related projects moved through our process on schedule.

While development activity is reduced, staff believes utilizing contract services for the review of Traffic Impact Studies will improve our response time and allow our remaining Traffic Engineering staff to focus on equally important city programs such as the Safe Route to School program, street light maintenance, signing and striping and traffic signal operation and maintenance.

Staff reviewed Statements of Qualifications submitted for the FY 2008/2009 Professional Services Consultant Pre-qualified list to solicit proposals from two qualified firms. United Civil Group Corporation is already under contract for these services, and staff believes that having a second firm under contract will help with work load and time lines. Staff proceeded with the review process and selected Lee Engineering as qualified to perform the necessary review services. Lee Engineering has successfully performed similar work for the City under previous contracts.

The contract will be administered exactly the same as the contract with United Civil Group Corp for the same services. Developers will be required to pay the City for the direct cost of the service provided and the City will pay the consultant on a monthly basis. There is no direct impact to the City's budget.

BUDGETARY IMPACT:

The cost of this contract will be offset by fees received from the project developer. There is no additional cost to the City. Expenditure authority in the amount of $100,000 will be transferred from 101-5410-00-6035 to 101-5425-00-6035.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Lee Engineering for Traffic Impact Analysis review services in an amount not to exceed $100,000 and authorize the Mayor or City Manager and City Clerk to execute the required documents.

ATTACHMENTS:

Click to download

- Contract

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEE ENGINEERING, L.L.C.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of April 20, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and Lee Engineering, L.L.C., an Arizona limited liability company (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" and amended 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 traffic impact analysis review services (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2010.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed $100,000.00 for the Services at the rates set forth in the Scope of Work attached hereto as Exhibit C.

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

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

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

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

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

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

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies 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:	Lee Engineering, L.L.C. 3033 North 44th Street, Suite 375 Phoenix, Arizona 85018 Facsimile: (602) 955-7349 Attn: Dave Bruggeman, PE, PTOE

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	LEE ENGINEERING, L.L.C., an Arizona limited liability company
_____	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 LEE ENGINEERING, L.L.C., an Arizona limited liability company, on behalf of the company.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEE ENGINEERING, L.L.C.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

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

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**EN 08-017**
Solicitation Title:	**FY 2008/2009 Professional Consultants Selection List**
Release Date:	**March 25, 2008**
Final Date for Inquires and Place to Send Inquiries	**April 4, 2008** Charles Andrews, P.E., Senior Project Manager City of Avondale Engineering Dept. 11465 West Civic Center Drive, Suite 120 Avondale, Arizona 85323 OR candrews@avondale.org
SOQs Due Date, Time and Location:	**April 16, 2008** **3:00 p.m.** (local time, Phoenix, Arizona) City of Avondale 11465 West Civic Center Drive, Suite 200 Avondale, Arizona 85323-6804
Letters to Final Listed Firms:	**June 30, 2008**
City Representatives:	**Charles Andrews** **candrews@avondale.org** **623-333-4200** **Mary Rogers** **mrogers@avondale.org** **623-333-2200**

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I. INTRODUCTION

1. Purpose. The City of Avondale (the "City") is seeking Statements of Qualification ("SOQ") from professional consulting engineering firms ("Vendors") to be considered for a Professional Consultants Selection List aimed at capital improvement projects during the 2008/2009 and 2009/2010 Fiscal Years. Only Vendors capable of providing the requested discipline category of professional services will receive consideration. Qualified Vendors are invited to submit SOQs.

2. Discipline Categories of Projects. During Fiscal Years 2008/2009 and 2009/2010, the City plans to contract for professional services specific projects within the 16 (sixteen) different discipline categories of projects listed below. The scope of work for these specific projects may include studies, site investigations, planning, preliminary design concepts, and contract document development (preparing detailed plans, schedules, designs, assembly of specifications and reports). Project duties may also involve budget estimating, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration and presentations at public meetings. Please note, all projects involving the preparation of design plans and specifications require the design plans and specifications to be sealed by a Professional registered in the State of Arizona.

The Professional Consultants Selection List discipline categories are:

- Water Distribution System – Feasibility studies, wells, distribution systems, pump stations, storage facilities and treatment plants.

- Wastewater Systems – Studies, collection and disposal system designs, treatment plants and lift stations.

- Transportation Engineering – Roadway improvement projects, master plans, transportation planning, traffic calming projects and intersection designs.

- Traffic Engineering – Speed, volume and classification studies, traffic signal warrant studies, other traffic engineering and traffic control studies (such as All-way STOP warrant studies), pedestrian & bicycle studies, Safe Routes to School plans, school crosswalk studies, traffic signal design, traffic control design such as signing and pavement marking, traffic crash analysis, design of safety improvement projects, design of bike lane/transit/crosswalk facilities, street lights, and Intelligent Transportation Systems (ITS such as Traffic Operations Center design, variable message signs, fiber optic and conduit design, and Wireless Advanced Traffic Management Systems).

- Surveying - Including topographic surveys, boundary surveys, construction staking, as-built surveys, right-of-way and easement investigation, ALTA and preparation of legal descriptions.

- Hydrology/Hydraulic Projects – Master plans, hydrology studies and designing storm water drainage facilities.

- Plan Review Services – Includes plan review of subdivision plats, residential and commercial developments, construction plans for water, sewer, paving, drainage, street/traffic lights and grading.

- Landscape Architect – Master plans, conceptual planning, site designs, parks and community facilities, streetscapes, sidewalks, bicycle and pedestrian pathway design, scenery planting and irrigation.

- Hydrogeological Engineering – Provide aquifer impact and well feasibility studies. Ability to provide well abandonment services. Design of wells; provide construction inspection/observation services during the drilling of new or replacement wells.

- GIS Programs – Services to support Geographic Information Systems Programs including: data collection and development, map compilation, transformation and systems integration.

- Geotechnical and Environmental **-** Geotechnical engineering, pavement design, materials sampling and testing, pavement evaluation, design recommendations and specifications. Environmental site assessments, compliance audits, risk evaluations and recommendations.

- Foundation and Structural Design - To include load calculations and recommendations for construction of retaining walls, steel reinforced concrete structures, small buildings, and vehicular and pedestrian bridges.

- Electrical Design and Supervisory Control and Data Acquisition (SCADA) Programming - Provide design and inspection services for electric power supply, control systems and equipment specifications. Design and programming of local SCADA systems, PLC programming, and telemetry.

- Construction Management – Provide Construction Management at Risk (CMAR) and Design Build process management or construction administration and inspection services, such as estimation, bid document preparation, QA/QC services, shop drawing review, and post design services.

- Architect - Planning, renovation, interior and exterior design and construction management of small public building projects.

- Improvement District Administration – Qualifications will be considered from Vendors who are well established in this field, who are financially responsible and who have the resources and ability to provide the services requested in a professional and timely manner. Improvement District infrastructure improvements include, but are not limited to, roadway, water, wastewater, drainage systems, parks and other types of infrastructure.

II. STATEMENT OF QUALIFICATIONS REQUIREMENTS

1. Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Professional Consultants Selection Lists for Fiscal Year 2008/2009 and 2009/2010 outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

a. Interested parties must submit **one (1) original** and **eight (8) copies** (nine (9) total submittals) of the SOQ.

b. The SOQ shall be submitted with a cover letter with an original ink signature by a person authorized to bind the Vendor. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in original ink by the authorized person signing the SOQ.

c. The SOQ shall be a maximum of 15 pages to address the SOQ criteria (excluding résumés and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule, a discipline category/staffing matrix, or organizational chart and only having criteria information on one side. The cover letter, cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. The minimum allowable font for the SOQ is **11 pt**.

d. All Vendors shall (i) examine the entire RFQ, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a SOQ and (iv) submit the entire SOQ by the official Due Date and Time. Negligence in preparing a SOQ confers no right of withdrawal after the SOQ Due Date and Time.

e. All SOQs shall be sealed and clearly marked with the SOQ title and number**, FY 2008/2009 Professional Consultants Selection List (EN 08-017)**, on the lower left hand corner of the sealed mailing envelope. A return address must also appear on the outside of the sealed SOQ. The City is not responsible fore the pre-opening of, post-opening of, or the failure to open, any SOQs not properly addressed or identified.

f. All SOQs shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the time and date indicated on the cover page of this RFQ.

g. Telegraphic (facsimile), electronic (email) or mailgram SOQs will not be considered.

2. Irregular or Non-responsive SOQ. The City will consider as "irregular" or "non-responsive" and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

3. Inquiries. Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing by the date indicated on the cover page of this RFQ. Any correspondence related to the RFQ shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFQ number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed SOQ and may not be opened until after the Due Date and Time.

4. Late SOQs. Late SOQs will not be considered, except as provided by the City Procurement Code. A Vendor submitting a late SOQ shall be so notified.

5. Withdrawal of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may withdraw its SOQ. Facsimile, electronic (email) or mailgram SOQ withdrawals will not be considered.

6. Amendment of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may amend its SOQ. Facsimile, electronic (email) or mailgram SOQ amendments will not be considered.

7. Cost of SOQ Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. SOQs submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

8. Offer. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ and the Vendor's responsive SOQ, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form included herein.

9. Public Record. All SOQs shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

10. Confidential Information.

a. If a Vendor believes that a SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified.

b. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination.

c. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld.

d. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

11. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the SOQ.

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

a. The submission of the SOQ did not involve collusion or other anti-competitive practices.

b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. Failure to sign the SOQ, or signing it with a false statement, shall void the submitted SOQ and any resulting Agreement.

d. It (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 3, Inquiries, above.

e. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached Professional Service Agreement including the Exhibits.

13. Protests. Any Bidder may protest this RFQ issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

III. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule on the cover page of this RFQ. Upon receipt of an SOQ, each submittal will be reviewed for compliance with the submittal requirements by the Selection Committee. SOQs shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. Up to ten (10) of the highest rated professional consultants from each discipline category will be selected for inclusion on the Professional Consultants Selection shortlist.

These Professional Consultant Selection shortlists will be used to invite Vendors to submit proposals to provide professional services on specific project assignments. The City reserves the right to conduct formal interviews with selected Vendors depending upon the size and complexity of the specific project. The final Professional Consultant Selection List will be used by the City for at least one year and at the discretion of the City Manager for a second consecutive year.

For large or complex projects or for very specialized work, the City may use a separate Request for Proposals or Request for Qualifications process.

All processes will be conducted in accordance with ARIZ. REV. STAT. Title 34.

Section 1: General Factors and Compliance 10 pts

a. One page cover letter as described in Section II, 1(b) addressed to Charles Andrews, Senior Project Manager.

b. Completed Discipline Specialty Check List – Please ONLY check the discipline category(ies) for which you are particularly qualified, fully addressed and desire to be considered.

c. Title sheet with the following information:
   1. Title: Statement of Interest to provide Professional Services for Capital Improvement Projects for the 2008/2009 and 2009/2010 Fiscal Years.
   2. Submitted to: City of Avondale City Clerk
   3. Submittal date: April 16, 2008 (local time, Phoenix, Arizona)

4. Submitted by: Engineering firm or Individual (submitting) include address, contract person and telephone number.

d. Provide a statement regarding the following:

1. Your firm's familiarity and intention to comply with City's insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein. A copy of the City's "Notice of Request for Proposal" which includes standard contract provisions, terms and conditions is available upon request.

2. Your firm's design philosophy and approach to developing sound engineering recommendations and your approach to problem resolution.

e. Vendor Information Form shall be attached as separate appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 2: Vendor's relevant experience, availability and capability 50 pts

a. Provide a brief description of the firm including the number and types of personnel who would serve on projects.

b. Provide a list of relevant projects in which the firm had a significant contribution with an emphasis on local experience. Include references and telephone numbers of clients familiar with the projects.

c. Provide a general description of the company that is proposing to provide the required services. Explain the legal organization of the company.

d. Provide identification information of your firm. Include the legal name, address and legal form of the firm (e.g., partnership, corporation, joint venture, sole proprietorship). If a join venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the firm is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the SOQ.

e. Identify the location of the firm's principal office and the local work office, if different.

Section 3: Personnel qualification and pertinent experience 35 pts

a. Provide the firm's general or specific experience pertaining to the Professional Consultant Selection List discipline category(ies) the firm desires to be considered for.

b. Provide a matrix listing all categories within the discipline for which the firm is qualified to provide services and identify the participating staff/key personnel. Include a matrix listing for all subcontractors.

c. Provide certifications, licenses and memberships in professional associations, societies or boards.

d. Provide a résumé for the personnel who will serve in key positions for projects, including specific experience for each person on relevant projects, the number of years the personnel has been with the present firm and the total years of experience. Résumés shall be limited to two pages per résumé. Résumés shall be attached as an appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 4: Disadvantaged Business Enterprise preference 5 pts

It is the policy of the city that disadvantaged business enterprises (DBE) shall have the opportunity to participate to the maximum extent feasible in all required aspects of procurement and contracting in accordance with applicable statutes, regulations, and executive orders (Ord. No. 588, 5-15-95). Qualifying DBE shall indicate their status with a statement in the cover letter.

A "disadvantaged business enterprise (DBE)" is defined as a business at least fifty-one (51%) of which is owned, operated and controlled by minority group members, or in the case of publicly owned businesses, at least fifty-one (51%) percent of the stock of which is owned, operated and controlled by minority group members. "Minority group members" are defined as Blacks, Hispanics, Asian Americans, Native Americans, Alaskan Natives, or women, regardless of race or nationality. A "small business" is defined under Small Business Administration (SBA) section 8(a) rules.

Total Possible Points for SOQ Submittal: 100

IV. AWARD OF AGREEMENT

1. Award of Agreement. The selected Vendor from the Professional Consultants Selection List for each specific project will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFQ. If the City is unsuccessful in negotiating an Agreement with the highest-scoring firm, the City may then negotiate with the second, then third, highest-scoring firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

2. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all SOQs or portions thereof and (iii) reissue an RFQ.

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm _____

Address _____

City _____ State _____ Zip _____

Contact Name: _____

Title: _____

Telephone _____ Fax _____

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

_____ Water Distribution System

_____ Wastewater Systems

_____ Transportation Engineering

_____ Traffic Engineering

_____ Surveying

_____ Hydrology/Hydraulic Projects

_____ Plan Review Services

_____ Landscape Architects

_____ Hydrogeological Engineering

_____ GIS Programs

_____ Geotechnical and Environmental Engineering

_____ Foundations & Structural Design

_____ Electrical & SCADA Programming

_____ Construction Management

_____ Architects

_____ Improvement District Administration

VI. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

_____	_____
FIRM SUBMITTING SOQ	FEDERAL TAX ID NUMBER
_____	_____
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
_____	_____
ADDRESS	TELEPHONE FAX #
_____	_____
CITY STATE ZIP	DATE
WEB SITE: _____	EMAIL ADDRESS: _____

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

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

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

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

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Date: April 1, 2008

From: Mary Rogers, Buyer

Subject: Addendum No. 1 to the Request for Statements of Qualifications, FY 2008/2009 Professional Consultants Selection List (EN08-017)

Due Date and Time: **April 16, 2008**, 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Statements of Qualifications documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted SOQ. Failure to do so may subject the Vendor to disqualification.

This Addendum No. 1 consists of modifications to Section B(III), Request for Statements of Qualifications Format; Scoring.

ADDENDUM

1. Section B(III), Page 5, Section 1: General Factors and Compliance, subsection d(1), is hereby amended to read as follows:

   d. Provide a statement regarding the following:

      1. Your firm's familiarity and capability of compliance with City's standard insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein.

2. Section B(III), Page 5, Section 3: Personnel qualification and pertinent experience, is hereby amended to read as follows:

Section 3: Personnel qualification and pertinent experience 40 pts

3. Section B(III), Page 6, Section 4: Disadvantaged Business Enterprise preference, is hereby deleted in its entirety.

***

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

_____, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

_____, _____2008
Signed Date

_____
Print Name

_____
Title

_____
Company Name

_____
Address

_____
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEE ENGINEERING, L.L.C.

[Consultant's SOQ]

See following pages.

3033 N. 44th Street
Suite 375
Phoenix, AZ 85018
602/955-7206 FAX 602/955-7349

LEE ENGINEERING

April 16, 2006

Mr. Charles Andrews, PE, Senior Project Manager
City of Avondale Engineering Department
11465 W. Civic Center Drive, Suite 120
Avondale, AZ 85323-6804

RE: Statement of Interest & Qualifications
FY 2008/2009 Professional Consultants Selection List (EN 08-017)

Dear Mr. Andrews:

Lee Engineering is pleased to submit one original and eight copies of our Statement of Interest, Qualifications and Experience for this contract. We are specifically submitting qualifications for the **Traffic Engineering** element.

Lee Engineering is a local firm, which since 1988 has provided ITS design, traffic engineering study and design services to local, state and federal agencies and private clients. Since Lee Engineering is focused only on traffic engineering and ITS, our traffic engineering expertise is much more concentrated than that of a multi-disciplinary firm with occasional contact with the subject.

Lee Engineering currently serves several local agencies as a contract on-call party providing traffic engineering and ITS services. Such agencies include the City of Avondale, ADOT, MCDOT, the Cities of Goodyear, Paradise Valley, Flagstaff, Glendale, Prescott Valley, Prescott and Chandler. Lee Engineering staff has served Avondale since 2004, and as ADOT Traffic Engineering On-Call staff since program inception in 1989 and serves as an ADOT ITS On-Call Consultant.

Our proposed staff are experienced in the demands of an on-call situation, and offer collectively over 39 years experience as former municipal traffic engineering staff, allowing sensitivity to agency pressures.

Sincerely,
Lee Engineering, LLC

Dave Bruggeman, PE, PTOE
Principal

SPECIALTY CHECK LIST

Name of Firm:	**Lee Engineering, LLC**
Address:	**3033 N. 44th St., Suite 375** **Phoenix, AZ 85018**
Contact Name:	**Dave Bruggeman, PE, PTOE**
Title:	**Principal**
Telephone:	**(602) 618-0406**
Fax:	**(602) 955-7349**

Please check only those categories for which you are particularly qualified, fully addresses, and desired to be considered.

_____	Water Distribution System
_____	Wastewater Systems
_____	Transportation Engineering
__X__	**Traffic Engineering**
_____	Surveying
_____	Storm Drainage Projects
_____	Plan Review Services
_____	Landscape Architects
_____	Hydro-geological Engineering
_____	GIS Programs
_____	Geotechnical and Environmental Engineering
_____	Foundations & Structural Design
_____	Electrical & SCADA Programming
_____	Construction Management
_____	Architects
_____	Improvement District Administration

STATEMENT OF INTEREST

To Provide

"Professional Services for Capital Improvement Projects For the 2008/2009 and 2009/2010 Fiscal Years"

Submitted to:

City of Avondale City Clerk

Submittal Date:

April 16, 2008 (local time, Phoenix, Arizona)

Submitted by:

Dave Bruggeman, PE, PTOE

Lee Engineering, LLC

3033 N. 44th Street, Suite 375

Phoenix, AZ 85018

dbrugg@earthlink.net

(602) 618-0406

(602) 955-7349 FAX

3033 N. 44th Street
Suite 375
Phoenix, AZ 85018
602/955-7206 FAX 602/955-7349
LEE ENGINEERING

Traffic Engineering o Intelligent Transportation Systems o Computerized Traffic Signal Systems o Traffic Studies

Insurance Requirements

Lee Engineering is familiar with, and will comply with the City of Avondale's insurance requirements and contract documents. We have recently executed such documents under our current On-Call relationship with the City of Avondale.

Design Philosophy & Approach

The key to our successful approach is the insistence on communicating with the agency and all participants to keep abreast of the project challenges and demands, in a dynamic environment inherent to a public agency, when one considers schedule, political and budgetary constraints and relationships to other projects and adjacent governmental entities, and a strict quality control process.

Lee Engineering has an extensive quality control program that adds an extra layer to insure the agency gets the best effort possible. Absolutely no products leave our office without a thorough peer review by senior staff.

On a typical local agency project, traffic engineering may be the primary focus, or it is a component of a larger project, such as a road widening. In such cases, we need to coordinate with additional parties, but simply expand our approach to insure we are plugged into all disciplines and determine what impacts the traffic engineering or ITS elements. In recent work performed for the City of Avondale, we were called upon to coordinate with the City of Phoenix and MCDOT for e new traffic signal on a mutual boundary with Avondale.

On stand-alone traffic engineering design projects, we recognize the need to develop accurate base plans from inputs such as existing City documentation, aerial photos, digital photos and field measurements. From an accurate base, we then add design features using typical agency-required standard symbology and techniques.

The thing we find is most important is the need to coordinate and be aware of all aspects that impact a project. This includes knowing what agency staff members we need to coordinate with, past history of a project or roadway section, utility contacts, other internal agency contacts and any political influences that must be considered. Multiple entities in a project, such as our recent Avondale project, require special finesse in juggling the coordination and desires of other agencies.

We communicate more frequently with the City as problems arise. We do not just "take a guess, and hope for the best" – we present the problem and take direction.

FIRM'S CAPABILITIES

Description of Firm:

Lee Engineering, LLC, is a local firm dedicated to providing transportation planning, traffic engineering and ITS services to local, state, federal and private sector clients. Founded in Phoenix in 1988, we are a local firm that has built a strong reputation on our ability, as former city traffic engineering staff, to integrate our expertise with state of the art technical know-how to produce products customized for each client situation.

Our success has come from a foundation built on three basic principals:

Build on What You Know – Lee Engineering staff have built their careers in transportation, most of which are former public sector traffic engineering employees with real-world hands-on expertise in transportation planning, traffic engineering, ITS, legal litigation defense and agency training. We have dealt with the elected officials as municipal employees, and we have answered those calls from the public, allowing us to have a sensitivity to agency staff's needs and where the pitfalls may occur.

Partner with the Client – Active client involvement throughout the life of the project results in a product that meets client needs. Lee Engineering staff do not go off and develop a project and reveal it only at the end. We will be in frequent contact with City staff throughout the process, to make sure both parties are "on the same page" regarding project goals, potential issues, schedule and budget.

Manage for Quality – Our quality assurance is based on careful planning, monitoring and evaluation of the products and process across the life of a project. Lee Engineering allows the client to provide input via a survey card at the end of a project. This is our Report Card, and you can be assured we will create quality control steps that will result in "good grades" from our clients.

Relevant Example Projects:

The following are examples of projects conducted by Lee Engineering staff proposed for this project. Please feel free to contact the clients shown and discuss our performance:

Indian School Rd/Westwind Parkway Traffic Signal Design
City of Avondale

The proposed Project Manager, Dave Bruggeman, is currently serving the City of Avondale under our existing On-Call relationship by conducting the design of a new traffic signal, with minor civil improvements to handicap ramps. This project offers challenges by being located in a place where three jurisdictions (Avondale, Phoenix, MCDOT) need to be coordinated with, while trying to locate facilities for the inevitable future widening of Indian School Road, where possible.

Client Contact: Ms. Margaret Boone-Pixley (623) 333-4217

Dysart Rd & McDowell Rd Traffic Signal Timing
City of Avondale/City of Goodyear/MAG
The proposed Project Manager, Dave Bruggeman, recently completed a joint project between the cities of Avondale and Goodyear, funded through MAG, to develop new signal timing strategies for Dysart Road and McDowell Road in Avondale and Goodyear. Project challenges included repeat field evaluations and adjustments and working around communication infrastructure failures by manually adjusting timings. Lee Engineering has offered continued assistance, beyond the life of the contract, to the two cities in continued efficiency evaluations.
Client Contact: Ms. Kelly LaRosa (623) 333-4229

Left Turn Arrow Needs Studies
City of Avondale
The proposed Project Manager, Dave Bruggeman, conducted evaluations for the need for left turn arrows at five existing City of Avondale signalized intersections in 2007, based on MCDOT warrant criteria, using Lee Engineering field data and volumes.
Client Contact: Ms. Kelly LaRosa (623) 333-4229

Goodyear Traffic Engineering On-Call
City of Goodyear
The proposed Project Manager, Dave Bruggeman, has served the City of Goodyear since 1998 as their on-call Traffic Engineer for a wide variety of municipal traffic engineering issues including plan review, impact study review, traffic signal design, development and installation of traffic signal timing, safety evaluation studies, speed limit determination, development of traffic engineering standards and guidelines, signing and striping design, development of traffic engineering policies, and staff training. Mr. Bruggeman has dealt with all of the City's traffic engineering needs during this tenure, which is ongoing.
Client Contact: Mr. Luke Albert, City Traffic Engineer (623) 882-7519

Litchfield Rd Fiber Interconnect Design
Goodyear Traffic Management Center Design
City of Goodyear
The proposed Project Manager, Dave Bruggeman (assisted by John Prowse), is serving the City of Goodyear in the development of the design of a state-of-the-art fiber optic communications system intended to serve not just the traffic signals, but also to provide fiber optic communications to intersection cameras as well as ducts for a future City-owned telecommunications system. The second part of this effort is the design and implementation of a Traffic Management Center to supervise the City's traffic signals and cameras on a continuous basis from a central point, linked to a regional structure being established by ADOT and MCDOT. Project elements have included development of the Design Concept Reports, managing the environmental determinations, coordination with utilities and ADOT Local Governments and innovative solutions to space requirements.
Client Contact: Mr. Luke Albert, City Traffic Engineer (623) 882-7519

Chandler Lead-Lag Left Arrow Study
City of Chandler & Town of Gilbert
Lee Engineering (Dave Bruggeman, Jim Lee, Brennan Kidd, Paul Guzek) is currently conducting a study of the feasibility and safety aspects of the use of a lagging left turn arrow display instead of the traditional leading left arrow display for a joint project sponsored by the City of Chandler and Town of Gilbert. The lagging left is what is used in Goodyear and Scottsdale, and is being considered by some other local agencies to determine if that style of operation offers any operational and safety advantages. This is a 3 year project, during which Lee Engineering first conducted a retiming of the study intersections, collected delay and safety data, then developed timing schemes based on the lagging left arrow operation. Currently, we are collecting accident and delay data for the lagging left condition for documentation an consideration for implementation on a wider scale.
Client Contact: *Mike Mah, City of Chandler* *(480) 782-3470*

Paradise Valley Signal Timing
Maricopa Association of Governments & Town of Paradise Valley
Lee Engineering (Dave Bruggeman, John Prowse) is currently developing, field installing and testing updated coordinated traffic signal timings for the Town of Paradise Valley under a project sponsored by the Maricopa Association of Governments (MAG). This project is significant in the context of Avondale because the controllers and software are identical to the special Type 170 controllers and Wapiti software used in Avondale. Project responsibilities included development of a Town-wide Synchro model, development of coordinated timing schemes for the AM, Noon and PM peak periods, field installation and testing, and staff training on the concepts utilized and resulting timing schemes. Lee Engineering is also doing a similar effort on Bell Road, in Glendale, as part of this MAG program. Both are similar to a project conducted by Dave Bruggeman and John Prowse for the City of Yuma, where the key personnel from Yuma are now employed at Avondale (Gus Woodman and Bennie Robinson) and Type 170 controllers and NEMA controllers were used.
Client Contact: *Xiao Qin, MAG (602) 254-6300*

Scottsdale Road Access Management Review
City of Phoenix
The City of Phoenix utilized Lee Engineering to conduct a third party review of an access management plan along the developing Scottsdale Road corridor north of Loop 101. Traffic impact reports were analyzed to verify land use parameters, traffic distribution, traffic assignment conditions, and peak hour traffic volume projections. Driveway access scenarios and intersection timing alternatives were analyzed and simulated using the Synchro software package to develop preferred access considerations.
Client Contact: *John Siefert, City of Phoenix* *(602) 262-1650*
Paul Porell, City of Scottsdale *(480) 312-7651*

40th Street Traffic Calming Study
City of Phoenix
The City of Phoenix selected Lee Engineering to evaluate 40th Street between Loop 202 and Camelback Road. We worked with City staff and the local residents to develop alternatives to address traffic concerns. Data collection (for a 58-intersection area), results, analysis and alternative designs through the extensive use of the Synchro Software package was conducted and presented at "open-house" meetings to discuss findings. Project sought input from a citizens advisory committee to determine acceptable alternative measures. Analysis and recommendations were presented and discussed with the technical advisory committee before final presentation to the transportation board.

Client Contact:	*John Siefert, City of Phoenix*	*(602) 262-1650*
	Chaun Hill, City of Phoenix	*(602) 495-0575*

Queen Creek Road Corridor Study
Maricopa County DOT
This study included working with the MAG model to input socioeconomic and roadway lane information to properly reflect 2010 and 2020 conditions, with which the required lanes and desired cross sections were determined. Lane requirements for both 2010 and 2020 were determined along with a plan to modify the 2010 cross section to 2020 by providing sufficient median width for widening, which minimizes impact on driveways, drainage and utilities. Citizen input was provided through three public meetings. As a part of the study a modern roundabout was analyzed and presented at the public meetings. Working cooperatively with MCDOT, the City of Chandler and the Town of Gilbert an access control plan was developed.

Client Contact:	*Leo Trinidad, MCDOT*	*(602) 506-2826*

Traffic Safety Studies
City of Phoenix
Lee Engineering was selected by the City of Phoenix to perform traffic safety studies at three intersections identified by State Farm Insurance as "the three most hazardous intersections in Arizona" based on insurance claims. The study was funded by State Farm. It included a review of crash history, traffic conflict analysis, traffic counts and intersection observations. Specific recommendations for safety enhancement were presented.

Client Contact:	Mike Cynecki, City of Phoenix	(602) 262-4690
	Chaun Hill, City of Phoenix	(602) 495-0575

Organization/Location of Firm:

Lee Engineering is a sole proprietorship, wholly owned by Jim Lee, PE, Phd, who resides in Phoenix, Arizona. Our proposed Project Manager, Dave Bruggeman, is a Principal of the firm and authorized to conduct all contract negotiations. All work will be done in our office, located in central Phoenix.

Lee Engineering's official address and contact information for this project is:

Mr. Dave Bruggeman, PE, PTOE
Principal
Lee Engineering, LLC
3033 N. 44th Street, Suite 375
Phoenix, AZ 85018
(602) 618-0406
dbrugg@earthlink.net

In 2003, Lee Engineering expanded its traffic design capabilities with the inclusion of Dave Bruggeman and John Prowse. This addition allowed new capabilities to Lee Engineering that included ITS design of facilities such as traffic management centers and fiber optic communications systems, and hands-on traffic operations services such as traffic signal design, signal timing (Mr. Bruggeman conducts hands-on operations for Type 170 controllers, as those used in Avondale), and agency training. These individuals are the only consultants approved by ADOT and many cities (Avondale, Goodyear) to actually enter traffic signal controller cabinets and effect modifications to equipment and controller set-ups.

Our proposed staff would include up to four PE level engineers, an ITS Designer, and support administrative staff, as needed – all located at 3033 N. 44th Street, in Phoenix.

By virtue of our ongoing work in Avondale and in Goodyear, Lee Engineering staff is frequently in the Avondale area and has proven to be accessible on short notice to meet the demands of an on-call relationship.

STAFF QUALIFICATIONS

The personnel we propose to utilize on this project, and their specific areas of expertise and utilization are as follows:

Dave Bruggeman, PE, PTOE

Project Manager & primary contact at Lee Engineering. Mr. Bruggeman has over 29 years experience as a traffic and ITS engineer, including 11 years as a city traffic engineer, and will personally conduct traffic signal design, signal and traffic operations analyses, any City-requested reviews of designs or studies by others, assign staff as necessary and conduct ALL quality control. Mr. Bruggeman is a Registered Engineer in 11 states, including Arizona (#16229), is a Registered Traffic Engineer in California, and holds national registration as a Professional Traffic Operations Engineer (#0007). Mr. Bruggeman is a Fellow in the Institute of Transportation Engineers, Past President and one of the original founders of ITS Arizona.

Jim Lee, PE, Ph.D.

Mr. Lee has over 37 years experience as a traffic engineer, including 9 years as a city traffic engineer. Mr. Lee will lead all study and any legal liability efforts, assisted by staff engineers Brennan Kidd and Paul Guzek. Mr. Lee authored the ADOT policy and process regarding traffic impact analyses for developments. Mr. Lee is a Registered Engineer in 5 states, including Arizona, and is a Fellow of the Institute of Transportation Engineers, sits on the ITE Consultants Council Executive Committee, and is a Fellow of the American Society of Civil Engineers (ASCE).

John Prowse

Mr. Prowse has over 20 years experience in traffic engineering and ITS, including 15 years with the City of Phoenix. Mr. Prowse will be responsible for all communications and traffic signal interconnect and any traffic management design assignments. Mr. Prowse is an Affiliate Member of the Institute of Transportation Engineers, a Member of ITS Arizona and former Member of the AzTech Model Deployment Technical Oversight Committee while employed by the City of Phoenix.

Paul Guzek, PE

Mr. Guzek has over 15 years experience as a traffic engineer and will assist Mr. Lee in development of studies, signing and striping design, and construction traffic control design. Mr. Guzak is a Registered Professional Engineer in 2 states, including Arizona.

Brennan Kidd, PE

Mr. Kidd has over 8 years experience in transportation planning and traffic engineering and will assist Mr. Lee in development of studies, transportation planning efforts, signing and striping design, and construction traffic control design.

Support Staff

Lee Engineering has a support staff that will be used as necessary in the development of documents, graphics and typical project administration documentation and invoicing.

APPENDICES

Vendor Information Form
Resumes

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.

Lee Engineering
FIRM SUBMITTING SOQ

86-0910156
FEDERAL TAX ID NUMBER

Dave Bruggeman/Principal
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

3033 N. 44th St. #375
ADDRESS

(602)618-0406 (602)955-7349
TELEPHONE FAX #

Phoenix, Az 85018
CITY STATE ZIP

4/16/08
DATE

WEB SITE: www.leeengineering.com EMAIL ADDRESS: dbrugg@earthlink.net

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.

845874.2

LEE ENGINEERING

Dave Bruggeman, PE, PTOE

Summary Mr. Bruggeman has over 29 years of experience in traffic engineering, with 11 of those years as a municipal Traffic Engineer. Mr. Bruggeman participated in the development of the MUTCD as member of the NCUTCD Traffic Signals Committee. Mr. Bruggeman is known for his work in computerized traffic signal systems and communications systems, holds national registration as a Traffic Operations Engineer and is a Fellow of the Institute of Transportation Engineers.

Registrations Professional Engineer in Arizona, Texas, New Mexico, Nevada, Washington, Utah, Oregon, Colorado.
Professional Traffic Engineer in California.

Relevant Experience

Indian School/Westwind Parkway Traffic Signal Design, City of Avondale: Project Manager and primary designer of a new traffic signal at a location shared by three jurisdictions: Avondale, Phoenix and MCDOT. Project included minor civil design for handicap ramps, coordination with utilities and other agencies, and development of power source and communications connections.

Dysart Rd Traffic Signal Timing, Avondale/MAG: Project Manage and primary developer of Synchro model and coordinated signal timing schemes for City of Avondale's traffic signals along Dysart Road from MC 85 to Indian School Road. This project was funded and administered by MAG, and was completed with the installation and field testing of timings at each of 15 intersections, including the I-10/Dysart Road interchange.

McDowell Rd Traffic Signal Timing, Avondale/Goodyear/MAG: Project Manage and primary developer of Synchro model and coordinated signal timing schemes for City of Goodyear and City of Avondale's traffic signals along McDowell Road from Litchfield Road to Rancho Santa Fe. This project was funded and administered by MAG, and was completed with the installation and field testing of timings at each of 4 Goodyear and 2 Avondale intersections.

Left Turn Arrow Warrant Studies, City of Avondale: Analyzed, in 2007, the need and justification for implementation of left turn arrows at five existing signalized intersection in Avondale, at the request of the City Traffic Engineer. Project elements included analysis based on MCDOT criteria and documentation in report form, supporting such implementation.

Phoenix Region AzTech Initiative SMART Corridors, Maricopa County, AZ: Project Manager for the design and installation of multiple brands of closed circuit television cameras with pan-tilt-zoom controls at 27 sites, 7 electronic variable message signs, and multiple types of vehicle detection systems (RTMS, loop detectors, video detection) at 76 sites for the cities of Phoenix, Glendale, Chandler, Scottsdale, Mesa, Tempe, and Peoria.

Litchfield Road SMART Corridor Design Project, Goodyear, AZ: Project Manager and lead Design Engineer of a Smart Corridor project to implement a fiber optic communications system, design of a Traffic Operations Center with a video wall, and linkages to a regional communications infrastructure.

Chandler Boulevard Fiber Optic Interconnect Design, Chandler, AZ: Project Manager for the design of the fiber optic interconnect system along Chandler Boulevard from the Loop 101 freeway to City Hall (approximately 3.5 miles). Project elements included reconfiguration of existing interconnect conduit, replacement of existing copper cables, and specifying fiber modems.

Traffic Signal Workshop, Statewide, AZ: Mr. Bruggeman developed and instructed the Traffic Signal Workshop, sponsored by the FHWA, in conjunction with the Arizona Transportation Research Center in 4 venues for over 200 participants. Workshop elements included the basics of traffic signal design and operations, the basics of traffic signal timing, and liability issues.

Prior Experience

City Traffic Signal Engineer (1986-1989), City of San Antonio, TX: Responsible for all aspects of traffic signal design, operations and maintenance for over 1,100 traffic signals in the 9th largest city in the US. Lead the design and implementation of a computerized traffic signal system based on the QuicNet system with Type 170 controllers, developed the specifications leading to the development and implementation of the 200SA program, and operated approximately 500 NEMA controllers of various brands and ages. Mr. Bruggeman developed all of the City's Standard Specifications and Standard Details for traffic signal construction, administered contractor construction and conducted field inspections of contractor efforts.

Traffic Signal Project Engineer (1979-1986), City of Tucson, AZ: Responsible for all aspects of traffic signal design, safety studies, signing & striping and signal operations for a city with approximately 350 signals. Administered contractor construction of traffic signal and lighting projects, conducted field inspections, and developed the city's first Standard Specifications and Standard Details for traffic signals, including several variations of decorative traffic signal support structures used at approximately 25 locations.

Affiliations

Institute of Transportation Engineers, Fellow
ITS Council, ITE
Charter Member/Past President, ITS Arizona
Associate Member, Transportation Research Board

LEE ENGINEERING

Jim C. Lee, PE, Ph.D.

Summary Dr. Lee is the founder of Lee Engineering, L.L.C., with over 37 years experience in the field of traffic engineering and transportation planning. His unusual combination of education and experience makes him uniquely qualified for many transportation planning and traffic engineering projects.

Education
Ph.D., Civil Engineering, University of Oklahoma, 1979
M. Eng., Civil Engineering, Pennsylvania State University, 1969
B.S., Civil Engineering, University of New Mexico, 1967

Registration Professional Engineer in Arizona, Colorado, Nevada, New Mexico and Oklahoma

Relevant Experience

Arizona State Highway System Improvement Survey - Project Manager for Arizona Department of Administration study mandated by Joint Legislative Budget Committee to review the state highway system and identify locations with traffic safety improvement potential. Lee Engineering received a list of 147 lane departure sites and 162 intersection locations which had fatal or serious injury crashes. We developed a weighted ranking system including crash cost per National Safety Council, Cost Index (i.e. total cost divided by number of crashes, casualty ratio (sum of fatal and incapacitating injury crashes divided by number of crashes) and frequency. The ten worst lane departure and ten worst intersection sites were further studied by obtaining police reports for those 10 locations (approximately 1500 police reports), preparing collision diagrams and visiting each site to develop engineering countermeasures.

I-10 Traffic Operations Study: SR 51 to Deck Park Tunnel - Project Manager for a traffic operations study to evaluate options to improve capacity on this section of I-10. The study included an extensive data collection and analysis including traffic volumes on the main lanes, HOV lanes and ramps plus recent traffic crash history. In order to evaluate different roadway geometry the micro-simulation model CORSIM was used which presents not only the animation of vehicles on the freeway but also detailed measures of effectiveness for each alternative.

Roundabout Research - Principal Investigator on this research project for ADOT to evaluate the design and operations of the roundabout at I-17 and Happy Valley Road. It includes an extensive data collection effort, crash analysis, conflict analysis and public opinion survey with final products of a Design and Operation Report and Design Guidelines for roundabout use.

40th Street Traffic Study, Phoenix, AZ - Project Manager on this project for the City of Phoenix to work with city staff and the local residents to develop alternatives to address traffic concerns. Data collection, results, analysis and alternative designs through the extensive use of the Synchro Software package was conducted and presented at "open-house" meetings to discuss findings. Project sought input from a citizens advisory committee to determine acceptable alternative measures. Analysis and recommendations were presented and discussed with the technical advisory committee before final presentation to the transportation board.

State Farm Insurance Safety Study – Project Manager on City of Phoenix traffic safety study funded by State Farm Insurance. State Farm initiated these studies because they were identified as "hazardous" intersections. The studies includes a crash analysis, capacity analysis, conflict analysis and site reviews and observations.

Scottsdale CAP Basin Study - Project Manager on Lee Engineering part of this study. The traffic study is to examine existing and projected volumes, determine whether the portion of Princess Drive between 82nd Street and Hayden Road will be required in the future, and, if so, what cross section is needed. The CAP Basin will serve as soccer fields normally, but will provide parking for the Phoenix Open annually.

Evaluation of Operation Efficiencies, Cost, and Accident Experience of Four Phase Single Point Urban Interchanges – This research project for ADPT compared the safety, operations and cost of a single point urban interchange with frontage roads (SPUI/F) with that of a tight urban diamond interchange (TUDI). Data was collected at ten interchanges (five of each) using video cameras and field observations. A comparison of the operational characteristics of the two types was made. A safety evaluation including accident reports and conflict analysis techniques was conducted. The project also includes a cost analysis comparing right-of-way costs, construction costs and road user costs.

Queen Creek Road Corridor Improvement Study – Project Manager for 6-mile corridor study. Managed in-house and two subconsultants work. Included traffic engineering, transportation planning, roadway design, drainage, utilities, ROW, environmental overview, and cultural resources analysis. Made modifications to the MAG freeway model to reflect planned development in the study area in 2010 and 2020. Major emphasis on public meetings, and coordinating work with several municipalities and other consultant study projects.

Traffic Impact Studies – Performed and supervised several hundred traffic impact studies. Sites include master planned communities, large and small shopping centers, hospitals and medical clinics, residential subdivisions, and office complexes. Use latest version of ITE trip generation manual. Develop trip distributions and traffic assignments to the roadway system. Perform capacity analysis, and recommend network improvements and intersection geometry modifications.

Parking Studies – Performed and supervised parking studies. Sites include large and small shopping centers, hospitals and medical clinics, and office complexes, including shared parking analysis techniques.

Affiliations

Institute of Transportation Engineers (ITE), Fellow
ITE Consultants Council - Executive Committee
American Society of Civil Engineers (ASCE), Fellow

LEE ENGINEERING

John Prowse

Summary

Mr. Prowse has over 20 years of experience in the traffic management technology business. Mr. Prowse has 15 years of experience with the City of Phoenix, as a city employee, Mr. Prowse was responsible for traffic signal operations, signal timing/coordination and represented the City in traffic signal litigation cases. Mr. Prowse has lead the design of the various projects, including the EPIC2 border crossing project, responsible for juggling the needs of multiple federal and state agencies in an international border crossing system. Mr. Prowse is especially experienced in fiber optic communications systems. Mr. Prowse has designed communications systems utilizing other media including wireless, copper and leased line low and high bandwidth.

Education:

Traffic Engineering / Arizona State University
GIS/Video Imagery / Arizona State University
Video Technologies / Arizona State University
Traffic Engineering / Northwestern University
Electronic Technology / Phoenix Institute of Technology

Relevant Experience:

Town of Gilbert, Arizona: Designer for a computerized signal control system for city-wide icons[tm] signal system of approximately 50 signals, and construction coordination responsibility for the Communications system, including fiber optic interconnect to approximately half of the signals, and spread spectrum communications to the other half.

City of La Mesa, California: Project Designer for the design of a fiber optic interconnect QuicNet4 Type 170 control system utilizing a BiTran 233 platform for a city with approximately 55 signals. Project elements included repair of existing non-functional fiber optic interconnect, replacement of controller software (by BRW), development of new signal timing, installation and testing of timing in the cabinets, set-up and implementation of the central system at the office end, and an expansion phase to connect additional signals to expanded fiber optic interconnect.

City of Chandler, Arizona: Lead Designer for the development of a fiber optic interconnect for Chandler Boulevard and Arizona Avenue as primary backbones, and procurement and implementation of an icons[tm] central system interfacing with Eagle controller using the ECOM protocol. Project elements include assisting City staff in room renovations for a TOC, specifications for all TOC equipment, design and specifications for a 50 sf video wall, and implementation assistance.

City of Mesa, Arizona: Project Designer of the design of TOC equipment for a city control room associated with a major building renovation. Project elements included specifying a 125 sf video wall, equipping five offices with signal system and video control systems, and development of design criteria for the room's environment for flooring, wall treatments, and cabling.

ADOT EPIC2 Border Crossing Project; Nogales, Arizona: ITS Designer and providing construction support on this project. This project is a multi jurisdictional project involving agencies from both the state and federal level. This project included

the deployment of Automated Vehicle Identification, VMS, CCTV, and weigh-in-motion systems. This project also included the LAN/WAN connections between facilities at the border-crossing compound.

Phoenix Freeway Management System Phase 6A, Phoenix, AZ: Designer for the freeway management system on the Loop 101 freeway in urban Phoenix. Project elements included design of CCTV, VMS, detection, ramp metering and connections to the existing FMS fiber optic communications backbone and the existing traffic interchange signals.

Affiliations

ITS Arizona
Former Member, AzTech Model Deployment Technical Oversight Committee
NTCIP Case Studies Committee
NTCIP Working Group

LEE ENGINEERING

Paul A. Guzek, PE

Summary Mr. Guzek is a Project Engineer with Lee Engineering. He is a registered engineer in the State of Arizona and New Jersey with 15 years experience in the field of traffic engineering and transportation planning. His project experience includes working with a diverse client group including the construction and fiber optic industries.

Education
M. Eng., Civil Engineering, Wayne State University, 1992
B.S., Civil Engineering, Michigan State University, 1986

Registration Professional Engineer in Arizona and New Jersey

Relevant Experience

Roundabout Research - Analyst and on-site data collection coordinator on this research project for ADOT to evaluate the design and operations of the roundabout at I-17 and Happy Valley Road. It includes an extensive data collection effort, crash analysis, conflict analysis and public opinion survey with final products of a Design and Operation Report and Design Guidelines for roundabout use.

40th Street Traffic Study, Phoenix, AZ - Ongoing project working with the local residents to develop alternatives to address traffic concerns. Data collection, results, analysis and alternative designs through the extensive use of the Synchro Software package was conducted and presented at "open-house" meetings to discuss findings. Project seeks input from a citizens advisory committee to determine acceptable alternative measures. Analysis and recommendations were presented and discussed with the technical advisory committee before final presentation to the transportation board.

Sky Harbor International Airport Terminal 4 Departure Frontage Analysis, Phoenix, AZ - Traffic operations at the busy south side Terminal 4 departures frontage was analyzed to determine improvement options. Studies of vehicle type, duration, occupancy and overall vehicle operations were conducted during peak demand times. Improvement considerations included pavement marking features, changes to approach, overhead, and ground mount signing, and reallocating vehicle unloading positions to increase the amount of frontage space available for passenger unloading.

I-10 Traffic Study between Route 202/53 Interchange and the Deck Park Tunnel, Phoenix, AZ - Developed a CORSIM traffic model to determine alternative design possibilities to alleviate existing and future traffic concerns. Review of existing signing, pavement markings, traffic volumes, and origin/destination information was used to simulate existing traffic conditions in this very congested area of downtown Phoenix. Results included report development, conditions analysis, and presentation to ADOT staff.

Parking and Traffic Assessment, Multiple Hospital Campus Locations, Maricopa County, AZ - Multiple projects include parking needs assessment, circulation improvements, and access operation to optimize traffic flow in existing and phased construction scenarios. Proposed facility expansion and increased roadway congestion required alternative access and roadway considerations to minimize mitigation needs and improve traffic operations both on-site and off-site. Alternative routing options, signal improvements, and parking re-allocation alternatives were provided and presented to hospital and City staff.

SR-51 HOV Study from Shea Boulevard to I-10, Phoenix, AZ - Constructed a CORSIM traffic model to determine the benefits of the HOV lane construction. Development of corridor traffic volumes under different freeway volume scenarios to determine the impacts to HOV and SOV motorists based on speed, delay measures, costs, and accidents. Model development also provided options for future improvement alternatives based on increased traffic demands. Report and model presentation to ADOT staff provided.

Sky Harbor International Airport Intersection Analysis, Phoenix, AZ - Analyzed internal roadway intersections and conditions to improve traffic operations on the airport grounds. Complex weaving and merging maneuvers near internal intersections were observed and analyzed to provide improvement options to airport officials.

Service Center Operations Assessment, Phoenix, AZ - Reviewed current and future service center needs at the Glenrosa and Anne Street facilities to optimize parking, circulation, and vehicle operating conditions. Vehicle specific characteristics were collected from all vehicle types to establish parking space dimensions, orientation, and aisle widths considering vehicle turning radii and paths. Vehicle and pedestrian circulation conditions, segregated by employee/public demands, were also evaluated for efficiency and safety.

Sky Harbor International Airport Overheight Vehicle Clearance, Phoenix, AZ - Signing options were investigated to alert drivers of clearance restrictions at the south side Terminal 4 arrivals approach. Text legend, layout, location, and use of static and/or dynamic signing was presented.

59th Avenue Clearance Interval Evaluation, Glendale, AZ - Project involved research on the red light running phenomena, its possible reasons and countermeasures that have been implemented to improve such conditions. Data from different sources were evaluated to determine the pros and cons of a test program that was implemented along a four mile stretch of roadway.

Site Evaluations and Assessments, Multiple Locations, AZ - Participated in a number of land condemnation cases involving the constraints and abilities of specific properties to develop. Evaluation of socio-economic data and trends, regional transportation plans, roadway capacity and access needs mostly revolving around the hypothetical condition used to help appraise land value.

LEE ENGINEERING

Brennan D. Kidd, PE

Summary

Mr. Kidd has 8 years of experience in traffic engineering and transportation planning. His project experience includes intelligent transportation systems, traffic operations, traffic impact analysis, transportation studies, traffic signal design, and geographic information systems.

Education

Bachelor of Science-Civil Engineering, University of Virginia, Charlottesville, Virginia, May 1999.

Registration

Engineer-in-Training, Virginia, May 1999.
Professional Engineer (Civil), Arizona (#39505)

Experience

June 1999 through current, Project Engineer- Lee Engineering
June 1998 through August 1998, Intern - Bellomo-McGee, Washington DC.

Traffic Operations

Scottsdale Road CORSIM Modeling Study - The object of this transportation modeling study was to analyze an alternative design of Scottsdale Road/Civic Center Boulevard intersection and compare its traffic operations to that of the existing design. Responsibilities involved the modeling of the existing and alternative intersection design using CORSIM. This project involved modeling of Scottsdale Road between Thomas Road and Indian School and the entire Civic Center Boulevard.

City of Albuquerque Signal Timing, Albuquerque, New Mexico - Specified modifications to existing timing at approximately ten intersections in conjunction with signal system improvement project. Timing plans calculated using Synchro software.

Traffic Impact Analysis

Rancho Cabrillo Traffic Impact Analysis, Maricopa County, Arizona - This study was conducted according to Maricopa County Department of Transportation (MCDOT) traffic impact procedures for an approximately 2,000 home development. Analysis included incorporating traffic volume projections from various sources in order to analyze existing and several horizon year traffic scenarios.

Traffic Impact Analysis for COFCO/Chinese Cultural Center, Phoenix, Arizona
The study re-analyzed the impact of the proposed mixed-use development due to changes in site access. The development consisted of a Chinese cultural center, offices, a hotel, and restaurants/shops. HCS was used to assess traffic conditions and operations.

Numerous Traffic Impact Analyses for Various Developments:
SWC 83rd Ave./Mountain View Rd. - Courtland Homes, Peoria Arizona
SWC Greenfield Rd./Guadalupe Rd. - Mills-Strom Partners, Inc., Gilbert, AZ
Hyatt - Gainey Ranch, Scottsdale, Arizona
NWC 59th Ave./Peoria Ave. - Greenberg Farrow (Home Depot), Glendale, AZ
34th St./Camelback Rd. - B.R.E. Properties, Phoenix, Arizona
NEC Central Ave./Via Villa St. - Landmark Design, Goodyear, Arizona

Transportation Studies

Roundabout Research - Primary analyst on this research project for ADOT to evaluate the design and operations of the roundabout at I-17 and Happy Valley Road. It includes an extensive data collection effort, crash analysis, conflict analysis and public opinion survey with final products of a Design and Operation Report and Design Guidelines for roundabout use.

40th Street Traffic Study, Phoenix, AZ - Ongoing project working with the local residents to develop alternatives to address traffic concerns. Data collection, results, analysis and alternative designs through the extensive use of the Synchro Software package was conducted and presented at "open-house" meetings to discuss findings. Project seeks input from a citizens advisory committee to determine acceptable alternative measures. Analysis and recommendations were presented and discussed with the technical advisory committee before final presentation to the transportation board.

Queen Creek Road Corridor Improvement Study – Provided analytical and research support for the 6-mile corridor study. Intersection and roadway analyses utilized HCS 2000. Work also included contributions to traffic collection and projection duties.

Freeway Interchange Research Project, Phoenix Metro, Arizona- Assisted in data collection efforts consisting of conflict observance and videotaping at ten interchanges in the Phoenix Metropolitan area. Research also involved the analysis of crash histories at each site and subsequent calculations of crash rates and statistical differences. Ultimate purpose of the project was to determine if 4-phase single point interchanges were different from traditional tight urban diamond interchanges with respect to operations, safety, and cost.

Affiliations

Institute of Transportation Engineers (ITE) - Member
American Society of Civil Engineers (ASCE) - Member

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Lee Engineering, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

Signed, Date 4/14/08 2008

Dave Bruggeman
Print Name

Principal
Title

Lee Engineering
Company Name

3033 N. 44th St. #375
Address

Phoenix, Az 85018
City, State, Zip Code

END OF ADDENDUM No. 1

850925.1

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEE ENGINEERING, L.L.C.

[Scope of Work and Rate Proposal]

See following pages.

3033 N. 44th Street
Suite 375
Phoenix, AZ 85018
602/955-7206 FAX 602/955-7349
LEE ENGINEERING

March 27, 2009

Ms. Andrea K. Page, PE
Engineering Plan Review Manager
City of Avondale
11465 West Civic Center Drive, Suite 110
Avondale, AZ 85323-6804

RE: Proposal for Professional Services
Review of Traffic Impact Analyses (TIAs)

Dear Ms. Page:

Pursuant to your request, Lee Engineering is providing this proposal for On-Call traffic engineering services to provide the review of various TIAs, as and when requested by the City of Avondale, to confirm compliance with the City of Avondale's *Traffic Impact Analysis Procedures, General Engineering Requirements Manual*, and *Supplement to MAG Specifications and Details*.

SCOPE OF WORK

1. Meet with designated City Plan Review and Traffic Engineering staff to obtain guidance and concurrence on procedures and assumptions. Any available recent/useable traffic count data and other relevant studies will be provided to Lee Engineering by the City. While in Avondale for this meeting, Lee Engineering will field review the site and adjacent traffic conditions, to become familiar with site background.

2. Review and verify the submitted study's trip generation values for each site use for the time periods/scenarios applicable to the scale of study being reviewed (total, weekday, AM peak, PM peak, etc.) based on the current Edition of the *ITE Trip Generation Manual*. Repeat process, as necessary, for multiple development phases, if applicable. Evaluate how pass- by trips are addressed in the submitted study, verifying sound technical basis compatible for local conditions and type of development proposed, combined with any past knowledge or City allowances for pass-by trip discounts.

3. Review and verify the submitted study's projected traffic values for each site use for the time periods/scenarios applicable to the scale of study being reviewed (total, weekday, AM peak, PM peak, etc.). Repeat process, as necessary, for multiple development phases, if applicable. Review and verify growth factors, as applicable.

4. Review and verify the required capacity analyses, identifying whether all required analyses are provided and conform to the City's procedures for the required time periods appropriate for the size/type of development. Review signalized intersection analyses to confirm realistic analysis, realistic cycle lengths used and realistic signal timing has been applied. Review and verify queuing analyses, arterial analyses, turn lane warrants, signal warrants and recommended signal phasing analyses as applicable to site driveways and intersections in proximity to the site, based on City geographic scope of analysis requirements.

5. Review and verify on-site circulation components for reasonable circulation, pedestrian/bicycle safety and circulation, emergency vehicle access, freight/delivery access and circulation, impacts to neighborhood ambience and character, and any impacts on school traffic (school buses, pedestrians, school crossings, etc.). Review of site plan driveway locations and design, pedestrian ramps and crossings, and confirmation of compliance to City standards or pre-approved deviations thereto.

6. Review and verify general off-site circulation elements, including transit, required and desired turn lanes, compatibility with existing median cuts, deceleration lanes, taper rates, storage lengths, etc., to conform with established City of Avondale and/or industry/regional standards.

7. Sites involving schools will be reviewed to also include safe routes to school, crossing locations/techniques, implementation of proposed 15 mph school crossings, on-site bus/parent pick-up/children pedestrian interaction and safety, bicycle storage/congregation safety and conformance to the *ADOT Traffic Safety for School Areas Manual*.

8. Document all review comments, in a format specified at project initiation by the City of Avondale's Project Manager. Most comments are anticipated to able to be conveyed successfully by referring to study page or exhibit, and issue. Unless specifically directed by the City of Avondale, Lee Engineering's mission is to conduct and offer reasonable technical comments, with supporting evidence, and NOT to offer direct revisions, values or "redlines" to the study's original authors unless so requested by the City. Issues that cannot easily be conveyed in a stand-alone document, and must be illustrated on/in an exhibit will be provided separate from the stand-alone document, but referred to therein, so the comment document can still be used as a checklist to insure the City has captured all Lee Engineering comments. Lee Engineering understands that the

City of Avondale will review and possibly modify or eliminate some of the Lee Engineering comments, at their discretion.

9. Attend meetings at the City of Avondale, as requested, in addition to the project initiation meeting indicated in Task 1. If leading the meeting, Lee Engineering will provide meeting minutes to the City, via e-mail attachment, within 24 hours of meeting, inclusive of discussion items and outcome and action items.

SCHEDULE

The project initiation meeting (Task 1) will be conducted within 1 to 5 business days of request from the City of Avondale. At that time, an evaluation of review time will be provided, based on scale of study document and apparent state of technical competence exhibited by an initial review of the study documents at the initiation meeting.

It is understood that some documents may be immediately identified as deficient and requiring further development at the initial meeting, and may require resubmittal without review. In such case, an additional Task 1 initiation meeting may be necessary at the time of resubmittal, as mutually agreed to between the City of Avondale and Lee Engineering.

Lee Engineering understands that time is critical to the development world, and will offer review timelines that are as short as practical, but yet allow detailed examination and review. Typical review times are anticipated to be 5 working days or less, but ultimately will depend on study scale and level/quantity of technical issues identified. In the event we find a study offers more challenge than anticipated, Lee Engineering will consult and update the City with status information and identify any need to adjust schedule.

FEE

TIA review labor will be compensated to Lee Engineering at an hourly rate of $110.00 per hour, up to a maximum of 8 hours ($880.00) on any individual study review session. Any study requiring up to or excess of 8 hours, and not preapproved to be reviewed at a higher number of hours at project initiation due to obvious scale of study requiring potential review in excess of 8 hours, shall be returned to the City and identified as “significantly deficient” and returned to the study author for reconsideration.

The intent of this provision is to identify studies that are significantly deficient in content and/or analysis procedures and conclusions as early as possible in the process, and avoid excessive expenditures on the part of the City and developer funding the study.

Before issuing a finding of “significantly deficient”, Lee Engineering will contact and discuss the issues with the City of Avondale Project Manager to insure both parties mutually support this finding.

On behalf of Lee Engineering, we appreciate the opportunity to continue serving the City of Avondale, and look forward to assisting your staff in TIA reviews.

Sincerely,

Dave Bruggeman, PE, PTOE
Principal

CITY COUNCIL REPORT

SUBJECT:
Resolution 2819-409 - Agreement with Maricopa County Criminal Justice Department - Edward Byrne Memorial Justice Assistance Grant

MEETING DATE:
April 20, 2009

TO: Mayor and Council

FROM: Janeen Gaskins, Grants Administrator (623)333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an agreement with Maricopa County Criminal Justice Department for the purpose of accepting a grant in the amount of $47,883 for the Avondale Police Department's radio connection fees.

BACKGROUND:

On February 17, 2009, President Obama signed into law the American Recovery Reinvestment Act of 2009 (ARRA). As one of the elements, the ARRA provides the U.S. Department of Justice (DOJ) with funding for grants to assist state, local and tribal law enforcement. In order to receive local funding from this grant, Avondale and other participating local jurisdictions are required to sign a memorandum of understanding. Maricopa County's Criminal Justice Office has led this task for the last four years.

DISCUSSION:

The current communication system used by the Avondale Police Department does not meet industry standards for functionality. In particular, patching police officers to citizen's calls for service is inadequate. The Avondale Police Department has been temporarily sharing the Glendale Police Department radio system which has improved voice transmissions. However, the temporary partnership does not support full functionality of the radio system. An IGA between both cities is being pursued, which will bring full functionality of the radio system to Avondale's Police Department. This will increase officer safety. Avondale Police Department is responsible to pay for the transition between the current radio system and the Glendale Radio system. The costs involve purchasing computer equipment, connecting communications lines, re-programming of radios and providing service contracts to maintain Avondale's radio system hardware.

BUDGETARY IMPACT:

The City of Avondale Police Department is requesting permission to accept grant funds for $47,833 to pay for radio connection fees. There are no match requirements for this grant. In addition, this is not supplanting because we do not currently have the connection fee budgeted.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the City to enter into an agreement with Maricopa County's Criminal Justice Department and the acceptance of a grant in the amount of $47,833, to pay for police radio connection fees.

ATTACHMENTS:

Click to download

- Resolution 2819-409

RESOLUTION NO. 2819-409

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AWARD FROM THE U.S. DEPARTMENT OF JUSTICE.

WHEREAS, the U.S. Department of Justice, in compliance with the American Recovery and Reinvestment Act of 2009 and in coordination with Maricopa County, Arizona, has awarded the City of Avondale (the "City") an Edward Byrne Memorial Justice Assistance Grant (the "Grant") in the amount of $47,883, for the purpose of supporting connection fees associated with the police radio system; and

WHEREAS, the City was designated as a sub-recipient in Maricopa County's application for Grant funds; and

WHEREAS, the Council of the City of Avondale desires to enter into a Memorandum of Understanding with Maricopa County relating to acceptance and administration of the Grant funds.

NOW, THEREFORE, **BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Memorandum of Understanding between the City, Maricopa County and other Grant sub-recipients relating to acceptance and administration of the Grant funds (the "MOU"), is hereby approved 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 necessary to (i) cause the execution of the MOU and (ii) implement the Grant.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, April 20, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2819-409

[Memorandum of Understanding]

See following pages.

CONTRACT NO. _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL BY THESE PRESENT

MEMORANDUM OF UNDERSTANDING
AMONG
CITY OF AVONDALE, TOWN OF BUCKEYE, CITY OF CHANDLER, CITY OF EL MIRAGE, TOWN OF GILBERT, CITY OF GLENDALE, CITY OF GOODYEAR, CITY OF MESA, CITY OF PEORIA, CITY OF PHOENIX, CITY OF SCOTTSDALE, CITY OF TEMPE, CITY OF TOLLESON, CITY OF SURPRISE, TOWN OF YOUNGTOWN AND COUNTY OF MARICOPA, ARIZONA

2009 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD

This Memorandum of Understanding (MOU) is made and entered into by and among the COUNTY of MARICOPA, hereinafter referred to as COUNTY; and the CITY of AVONDALE; and the TOWN of BUCKEYE; and the CITY of CHANDLER; and the CITY of EL MIRAGE; and the TOWN of GILBERT; and the CITY of GLENDALE; and the CITY of GOODYEAR; and the CITY of MESA; and the CITY of PEORIA; and the CITY of PHOENIX; and the CITY of SCOTTSDALE; and the CITY of TEMPE; and the CITY of TOLLESON; and the CITY of SURPRISE; and the TOWN of YOUNGTOWN, hereinafter referred to as CITIES and TOWNS; all of Maricopa County, State of Arizona, witnesseth:

WHEREAS, this MOU is made under the authority of A.R.S. §§11-201, et seq.:

WHEREAS, the CITIES and TOWNS and the COUNTY have become entitled to certain grant funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this MOU is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY agrees to receive $10,536,695 from the JAG award for the Maricopa County JAG Program; and

WHEREAS, the CITIES and TOWNS and COUNTY believe it to be in their best interests to reallocate the JAG funds;

NOW THEREFORE, the COUNTY and CITIES and TOWNS agree as follows:

Section 1

COUNTY agrees to pay City of Avondale a total of $47,883 of JAG funds.
COUNTY agrees to pay Town of Buckeye a total of $21,614 of JAG funds.
COUNTY agrees to pay City of Chandler a total of $433,610 of JAG funds.
COUNTY agrees to pay City of El Mirage a total of $43,893 of JAG funds.
COUNTY agrees to pay Town of Gilbert a total of $117,214 of JAG funds.
COUNTY agrees to pay City of Glendale a total of $740,863 of JAG funds.
COUNTY agrees to pay City of Goodyear a total of $56,197 of JAG funds.
COUNTY agrees to pay City of Mesa a total of $1,095,332 of JAG funds.
COUNTY agrees to pay City of Peoria a total of $159,778 of JAG funds.
COUNTY agrees to pay City of Phoenix a total of $5,494,118 of JAG funds.
COUNTY agrees to pay City of Scottsdale a total of $234,096 of JAG funds.

COUNTY agrees to pay City of Tempe a total of $510,423 of JAG funds.
COUNTY agrees to pay City of Tolleson a total of $32,920 of JAG funds.
COUNTY agrees to pay City of Surprise a total of $57,194 of JAG funds.
COUNTY agrees to pay Town of Youngtown a total of $13,800 of JAG funds.

All payments to CITIES and TOWNS will be made within thirty (30) days after receipt of the JAG funds by COUNTY.

Section 2

COUNTY agrees to use $1,477,760 for the JAG Program until September 30, 2012.

Section 3

1. **Term**. This Agreement shall be in effect for the term of the FY2009 JAG grant, being October 1, 2008 through September 30, 2012, unless terminated sooner in accordance with the terms of the grant, and such reasonable time thereafter as may be needed to complete the administration of the grant.

2. **Obligations of the COUNTY**. The COUNTY agrees to administer the Funds as provided in Section 1, and shall:
   A. Ensure that the funds received by COUNTY are dispersed to the CITIES and TOWNS in accordance to this MOU, and shall
   B. Collect and transmit to the appropriate Federal funding authorities all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.

3. **Obligations of the CITIES and TOWNS.** During the term of this Agreement;
   A. The CITIES and TOWNS agree that the COUNTY will administer the Funds as provided in Section 1.
   B. The CITIES and TOWNS will maintain and provide to the COUNTY all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
   C. The CITIES and TOWNS will be responsible for their own actions in providing services under this MOU and shall hold harmless the parties to this MOU from any liability that may arise from the furnishing of the services by the other parties.

4. **DISCLAIMER**. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, agency, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this MOU.

5. **NON-AVAILABILITY OF FUNDS**. Each payment obligation of the parties created hereby is conditioned on the availability of funds. The parties recognize that the continuation of this MOU after the close of any of their respective fiscal years shall be subject to the approval of their respective governing bodies providing an appropriation covering this item as an expenditure. None of the parties represent that said budget items will be actually adopted.

6. NOTICES. Notices provided under this Agreement shall be directed to the following persons:

The **COUNTY**: Teresa Tschupp C/O Juvenile Probation Department Finance Office 3125 W. Durango Phoenix, AZ 85009 602-372-0332 Fax: 602-506-4165	The CITY of **AVONDALE** Name: Address: Address: Address: City/St/Zip: Phone: Fax:
The TOWN of **BUCKEYE** Name: Address: Address: Address: City/St/Zip: Phone: Fax:	The CITY of **CHANDLER** Name: Address: Address: Address: City/St/Zip: Phone: Fax:
The CITY of **EL MIRAGE** Name: Address: Address: Address: City/St/Zip: Phone: Fax:	The TOWN of **GILBERT** Name: Address: Address: Address: City/St/Zip: Phone: Fax:
The CITY of **GLENDALE** Name: Address: Address: Address: City/St/Zip: Phone: Fax:	The CITY of **GOODYEAR** Name: Address: Address: Address: City/St/Zip: Phone: Fax:

The CITY of **MESA** Name: Address: Address: Address: City/St/Zip: Phone: Fax:	The CITY of **PEORIA** Name: Address: Address: Address: City/St/Zip: Phone: Fax:
The CITY of **PHOENIX** Name: Address: Address: Address: City/St/Zip: Phone: Fax:	The CITY of **SCOTTSDALE** Name: Address: Address: Address: City/St/Zip: Phone: Fax:
The CITY of **TEMPE** Name: Address: Address: Address: City/St/Zip: Phone: Fax:	The CITY of **TOLLESON** Name: Address: Address: Address: City/St/Zip: Phone: Fax:
The CITY of **SURPRISE** Name: Address: Address: Address: City/St/Zip: Phone: Fax:	The TOWN of **YOUNGTOWN** Name: Address: Address: Address: City/St/Zip: Phone: Fax:

Section 4

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

Section 5

CONFLICT OF INTEREST. This MOU is subject to A.R.S. §38-511.

Section 6

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

Section 7

This MOU shall not be effective until filed with the Maricopa County Recorder's Office.

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Deputy County Attorney Date	**MARICOPA COUNTY** **By:** _____ Max Wilson **Its**: Chairman of the Board of Supervisors **Attest:** _____ Fran McCarroll, Clerk of the Board **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Avondale City Attorney Date	**CITY OF AVONDALE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Buckeye Town Attorney Date	**TOWN OF BUCKEYE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Chandler City Attorney Date	**CITY OF CHANDLER** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ El Mirage City Attorney Date	**CITY OF EL MIRAGE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Gilbert Town Attorney Date	**TOWN OF GILBERT** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Glendale City Attorney Date	**CITY OF GLENDALE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Goodyear City Attorney Date	**CITY OF GOODYEAR** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Mesa City Attorney Date	**CITY OF MESA** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Peoria City Attorney Date	**CITY OF PEORIA** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Phoenix City Attorney Date	**CITY OF PHOENIX** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Scottsdale City Attorney Date	**CITY OF SCOTTSDALE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Tempe City Attorney Date	**CITY OF TEMPE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Tolleson City Attorney Date	**CITY OF TOLLESON** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Surprise City Attorney Date	**CITY OF SURPRISE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Youngtown Town Attorney Date	**TOWN OF YOUNGTOWN** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1363-409 - Hillcrest Village Sewer Easement

MEETING DATE:
April 20, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance granting a sewer easement to the City along the north property line of the Hillcrest Village subdivision and east of 127th Avenue and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

While researching the existing utilities in the area of the Hillcrest Village subdivision, an existing sewer main was discovered on the subdivision property (see vicinity map). There is no record of there ever being a sewer easement dedicated for the sewer main. Since the sewer main currently services parcels to the north of the Hillcrest Village subdivision, the owner of the Hillcrest Village subdivision has agreed to grant a sewer line easement to the City.

BUDGETARY IMPACT:

No financial impact to the City.

RECOMMENDATION:

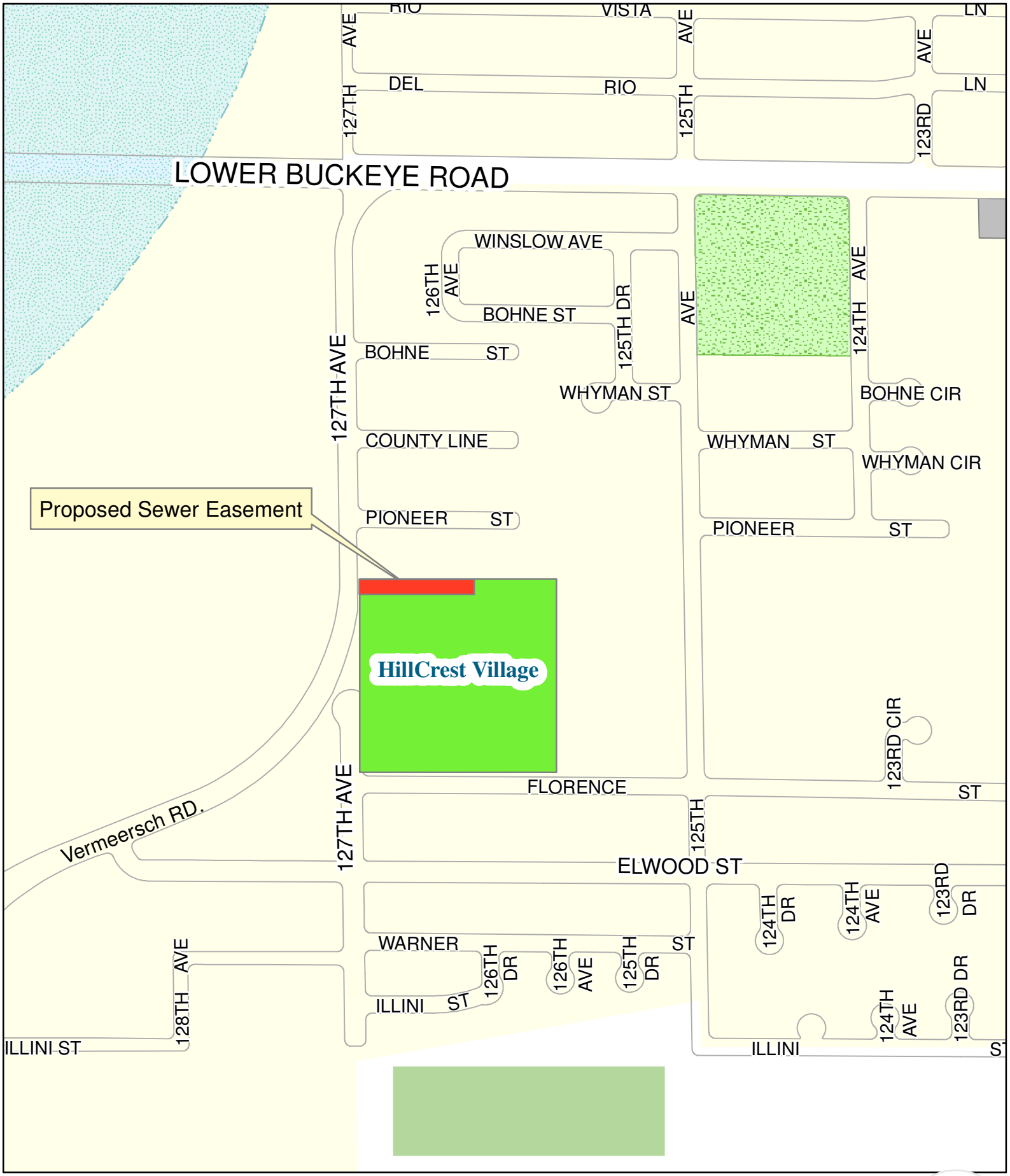
Staff recommends that the City Council adopt an ordinance granting a sewer easement to the City along the north property line of the Hillcrest Village subdivision and east of 127th Avenue and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Ordinance 1363-409

VICINITY MAP



HILLCREST VILLAGE SEWER EASEMENT

ORDINANCE NO. 1363-409

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING A PUBLIC UTILITY EASEMENT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That an easement over ± 0.15 acres of real property, generally located east of 127th Avenue, north of Florence Street, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from Habitat for Humanity Central Arizona, an Arizona non-profit corporation, for public utility purposes.

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 20, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

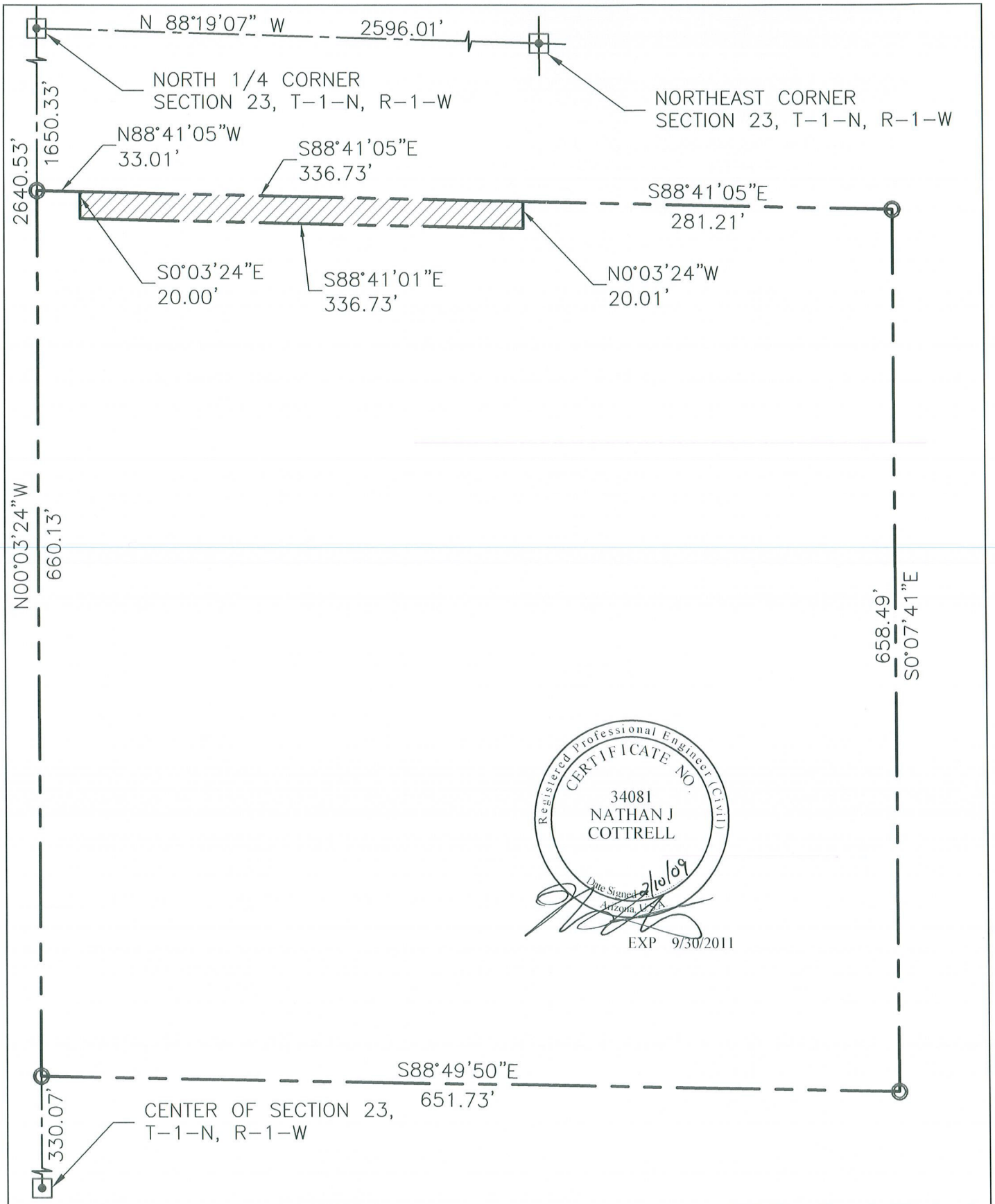
APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1363-409

[Legal Description and Map of Easement]

See following pages.



Registered Professional Engineer (Civil)
CERTIFICATE NO.
34081
NATHAN J
COTTRELL
Date Signed 2/10/09
Arizona, U.S.A.
EXP 9/30/2011

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

HILLCREST VILLAGE		CHECKED BY: NJC DRAWN BY: NJC PROJECT #: 08051
PARCEL DESCRIPTION	DATE: 02/10/09 SCALE: 1"=100' SHEET 1 OF 2	EX-A

LEGAL DESCRIPTION

A PORTION 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 20.00 FEET OF THE WEST 369.63 FEET OF 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 WEST 33.00 FEET.

Registered Professional Engineer (Civil)
CERTIFICATE NO.
34081
NATHAN J
COTTRELL
Date Signed 2/10/09
Arizona, U.S.A.
EXP 9/30/2011

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

HILLCREST VILLAGE		CHECKED BY: NJC DRAWN BY: NJC PROJECT #: 08051
PARCEL DESCRIPTION	DATE: 02/10/09 SCALE: SHEET 2 OF 2	EX-A

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1361-409 - Acquisition of Property for Demolition under the Neighborhood Stabilization Program

MEETING DATE:
April 20, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests adoption of an ordinance authorizing the acquisition a property location at 313 E. Hill Drive (APN 500-17-85) for demolition under the Neighborhood Stabilization Program.

BACKGROUND:

The Neighborhood Stabilization Program (NSP) of the 2008 Housing and Economic Recovery Act of 2008 appropriated $2,466,039 to Avondale for “assisting in the redevelopment of foreclosed homes.” The U.S. Department of Housing and Urban Development (HUD) issued regulations on September 29, 2008 specifying the activities that may be undertaken with NSP funds which include demolition of blighted foreclosed properties. On November 17, 2008 City Council authorized $372,925 to be used in the Old Town Neighborhood for this purpose.

DISCUSSION:

The property is in substandard and dilapidated condition and present a threat to the health and safety of the community. The City proposes to purchase the property and completely demolish the structure. The purchase price will be at least 15% less than the appraised value. With Council approval the City will enter into purchase contract for the acquisition of the property contingent upon completion with satisfactory results of a Phase I Environmental Report and a NEPA Environmental Review. All lead and asbestos will be abated prior to demolition.

BUDGETARY IMPACT:

City Council approved $372,925 of Avondale's NSP allocation for demolition of blighted foreclosed properties which is programmed into the 2009-2010 Budget.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance authorizing the acquisition of the property located at 313 E. Hill Drive (APN 500-17-85) for demolition under the Neighborhood Stabilization Program.

ATTACHMENTS:

Click to download

- Ordinance 1361-409

ORDINANCE NO. 1361-409

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 ± 0.164 acres of real property, Maricopa County Assessor's Parcel No. 500-17-085, generally located south of Hill Drive, east of 3rd Street, 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 20, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

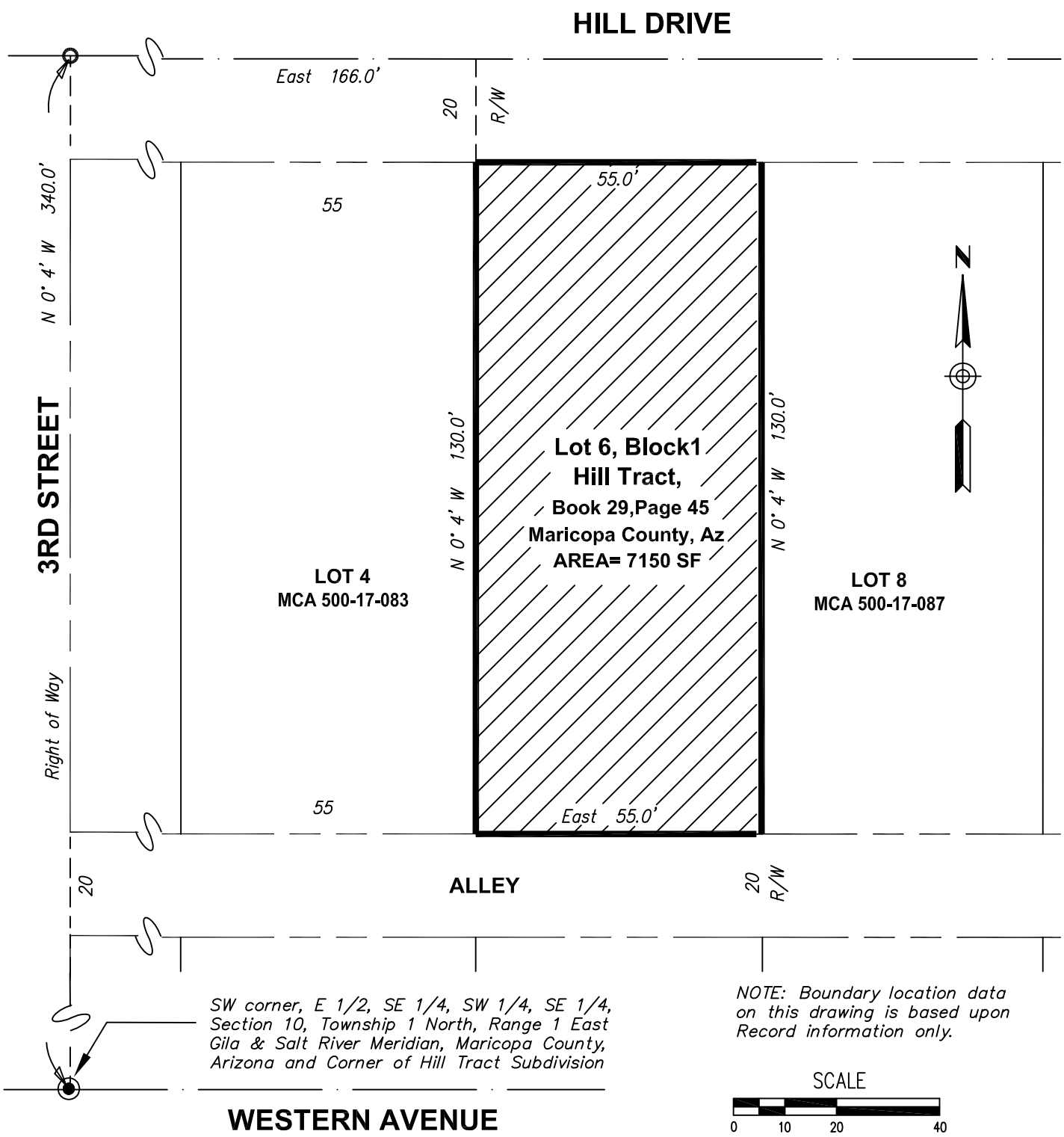
EXHIBIT A
TO
ORDINANCE NO. 1361-409

[Legal description and map of Acquisition Property]

See following pages.

Legal Description of Acquisition Property
Parcel # 500-17-085
313 E. Hill Drive, Avondale, Arizona

Lot 6, Block 1, Hill Tract, According to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 29 of Maps, Page 45.



City of Avondale

GIS – LAND SERVICES

EXHIBIT MAP
PARCEL 500–17–085
313 E Hill Drive, Avondale AZ

DATE: 4–8–2009
DSN:
DRN. LS
CHK:

NEIGHBORHOODS
PROPERTY ACQUISITION

PAGE
2 OF 2

CITY COUNCIL REPORT

SUBJECT:
Public Hearing and Resolution 2818-409 - Approving the 2009-2010 Annual Action Plan

MEETING DATE:
April 20, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council approval is sought for a resolution approving the 2009-2010 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD). Public comments will be heard regarding the Annual Action Plan. The Annual Action Plan updates the 2006-2009 Consolidated Plan and contains recommended allocations for 2009-2010 CDBG and HOME funds. City Council reviewed and discussed the Annual Action Plan at the April 13, 2009 Work Session. An Executive Summary of the draft 2009-2010 Annual Action Plan is attached.

BACKGROUND:

HUD has allocated approximately $488,409 in Community Development Block Grant (CDBG) funds and $146,197 in Home Investment Partnership (HOME) funds to the City of Avondale for Fiscal year 2010 which begins on July 1, 2009 and extends through June 30, 2010. To be eligible to receive the funds the City of Avondale must complete the Annual Action Plan. Staff is seeking council approval of the Annual Action Plan which contains recommended budget allocations for CDBG and HOME funds by activity.

The federal objective of the CDBG program is to “develop viable urban communities by providing decent housing, a suitable living environment and economic opportunities for low- and moderate-income persons.” The objective of the HOME program is to “create affordable housing opportunities for low-income persons.” City of Avondale goals and objectives with respect to CDBG and HOME are defined in the 4-Year Consolidated Plan which was approved by City Council on May 1, 2006.

DISCUSSION:

The Consolidated Plan identifies the housing, economic and social development needs of low-income and special needs persons and prescribes strategies to address them. HUD requires that local governments involve the public in completing their Annual Action Plans. Neighborhood and Family Services (NFS) held an extensive public participation process to receive input for the Annual Action Plan. The first public hearing was held on October 29, 2008. The Neighborhood and Family Services Commission reviewed the plan on January 28, 2009, February 17, 2009 and February 29, 2009. Following these forums a draft Annual Action Plan was made available to the public for a 30-day comment period beginning on March 3, 2009 and ending April 3, 2009. City Council reviewed the Annual Action Plan at the April 13, 2009 Work Session.

Data gathered from the public participation process did not reflect a change in community priorities which remain as follows: Housing Rehabilitation, Infrastructure in Low-income Neighborhoods, Homeownership, Public Services for Special Needs Populations, Job Training and Economic Development. On February 29, 2009 the NFS Commission voted to forward the Annual Action Plan to City Council with the following recommended allocations.

CDBG Allocations:
1) Street Reconstruction $300,000;
2) Fair Housing $2,800;
3) Emergency Home Repair $60,000;
4) Western Avenue Business Renovation $30,727; and
5) Administration $94,882.

Home Allocations:
1) Substantial Rehabilitation $68,682;
2) Homebuyer Assistance: $70,285; and
3) Administration $7,230.

Actual allocations are expected to increase approximately 11% when HUD releases the actual grant amount expected in May 2009.

BUDGETARY IMPACT:

The use of approximately $146,197 in HOME funds will require a 25% non-federal match from the City of Avondale of approximately $36,549 which has been included in the proposed 2009-2010 budget. CDBG funds do not require a match.

RECOMMENDATION:

Staff recommends that the City Council approve the resolution approving the 2009-2010 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

ATTACHMENTS:

Click to download

- 2009-2010 Action Plan Executive Summary
- Resolution 2818-409

Fourth Program Year Action Plan

The CPMP Forth Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

Narrative Responses

GENERAL

Executive Summary

The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.

Program Year 4 Action Plan Executive Summary:

Purpose of the Plan. The U.S. Department of Housing and Urban Development (HUD) has allocated approximately $488,409 in Community Development Block Grant (CDBG) funds to the City of Avondale for Fiscal year 2009 which begins on July 1, 2009 and extends through June 30, 2010. To be eligible to receive the funds the City of Avondale must complete an update of their Consolidated Plan through this 2009/2010 Annual Action Plan. The Consolidated Plan identifies the housing and community development needs of low-income and special needs persons and prescribes strategies to address them. HUD requires that local governments involve the public in completing their Annual Action Plans. Neighborhood and Family Services (NFS) held an extensive public participation process to receive input for the Annual Action Plan. The first public hearing was held on October 29, 2008. The Neighborhood and Family Services Commission reviewed the plan on January 28, 2009, February 17, 2009 and February 29 2009. Following these forums a draft Annual Action Plan was made available to the public for 30-day comment period beginning on March 3, 2009 and ending April 3, 2009. Data gathered from the public participation process did not reflect a change in community priorities which remain as follows: Housing Rehabilitation, Infrastructure in Low-income Neighborhoods, Homeownership, Public Services for Special Needs Populations, Job Training and Economic Development.

Geographic Allocation and Priorities. Avondale is targeting its funds to its low-income neighborhoods of Old Town, Cashion, Las Ligas and Rio Vista. Activities identified as priorities are infrastructure in low-income neighborhoods, public services for special needs population, owner occupied housing rehabilitation and increasing homeownership opportunities.

Institutional Structure and Enhancing Coordination. The City of Avondale Neighborhood and Family Services (NFS) Department coordinates the development of the Plan. The Plan is reviewed by the NFS Commission and input is sought from the general public and a variety of non-profit, business, governmental, professional and citizen organizations. The City of Avondale enhances the coordination between public and private housing, health and social service agencies by maintaining active involvement in the activities of the local non-profit service providers, local advisory boards and commissions, other government agencies and professional associations especially through planning forums and community events.

Evaluation of Past Performance. The City of Avondale became a CDBG Entitlement city and received approval of its first Consolidated Plan in May 2006. During the previous program year the City of Avondale achieved the following: 1) Owner Occupied Housing Rehabilitation – 60 emergency and 3 substantial projects; 2) Homebuyer Assistance – assisted 9 homebuyers; 3) Public Improvements to Infrastructure – completed Doris Street project; and 4) Youth Job Training and Employment Programs – assisted 20 teens with job training, summer jobs and tuition assistance.

2006-2009 Consolidated Goals and Objectives

The following table on the following page lists the Goals and Objectives in the City of Avondale's 4-Year Consolidated Plan:

Consolidated Plan Goals and Strategies	
Goal 1: Preserve the existing affordable housing stock.	Strategy 1.1: Continue to pursue HOME funds through the Maricopa HOME Consortium, which have been distributed to organizations that provide housing rehabilitation programs in previous years.
	Strategy 1.2: Continue thorough code enforcement procedures to assist homeowners in bringing units up to code.
	Strategy 1.3: Continue to offer the Residential Incentives Infill Program, which encourages development of residential uses in areas of the City that are vacant or underutilized through reduced fees and priority plan review.
Goal 2: Improve public infrastructure and economic conditions in low-income, economically-challenged neighborhoods.	Strategy 2.1: Improve sidewalks, streets and street lighting in targeted low- to moderate-income Block Groups.
	Strategy 2.2: Continue to offer the Commercial Incentives Infill Program in Old Town Avondale, which encourages commercial development in vacant or otherwise underutilized areas through reduced fees, priority plan review and sales tax rebates.
	Strategy 2.3: Increase neighborhood investment and participation.
	Strategy 2.4: Demolish substandard homes and relocate families.
Goal 3: Support organizations that assist the City's special needs population.	Strategy 3.1: In addition to CDBG grants, continue to offer the Contributions Assistance program (CAP), as financially feasible, which awards General Fund monies to health and human service organizations.
	Strategy 3.2: Continue programs that assist special needs populations through the City's Social Services Division.
	Strategy 3.3: Provide social services to low-income individuals.
	Strategy 3.4: Increase support to organizations that specifically provide activities and programs for at-risk youth.
	Strategy 3.5: Continue to supply emergency funding through the Community Action Program for renter households in jeopardy of being evicted.
Goal 4: Improve the City's ability to address fair housing issues.	Strategy 4.1: Increase all applicable City department staff's awareness and knowledge of fair housing issues.
	Strategy 4.2: Increase residents' awareness and knowledge of fair housing issues by posting information on the City's website. The page should also give clear details about consumers' options for filing complaints, about following complaint procedures and it should also contain appropriate links to complaint forms on HUD's and/or the Arizona Fair Housing Center's website.
	Strategy 4.3: Explore possibilities of increased landlord/tenant training on the Fair Housing Act, and continue to be involved in the West Valley Fair Housing Seminar.
	Strategy 4.4: Assist the elderly and persons with disabilities with bringing units up to City code.
Goal 5. Increase homeownership within Avondale.	Strategy 5.1: Continue to provide a first time homebuyers program and downpayment assistance through the Individual Development Account Program available through the City's Social Services Division.
	Strategy 5.2: Explore the use of the American Dream Downpayment Initiative (ADDI) program for downpayment assistance, in conjunction with the Individual Development Account Program.

Annual Action Plan Strategies, Activities, Funding Sources and Outputs. The City of Avondale will undertake the following actions in 2009/2010 with respect to Consolidated Plan goals for lead paint reduction, housing, homeless, community development and non-homeless special needs.

City of Avondale 2009-2010 Annual Action Plan Activities			
Lead Paint Reduction			
Goal/ Related Strategies	**Activity**	**Source**	**Output**
Goal 1. Preserve the existing affordable housing stock. **Strategy 1.1:** Continue to pursue HOME funds through the Maricopa HOME Consortium, which have been distributed to organizations that provide housing rehabilitation programs in previous years. **Strategy 1.2**: Continue thorough code enforcement procedures to assist homeowners in bringing units up to code.	Conduct Substantial Repair Programs eliminating lead hazards in the home.	2009/2010 HOME: $68,682; HOME Program Income: 300,000	Complete 10
	Conduct Emergency Repair eliminate lead hazards from disturbed surfaces.	2009/2010 CDBG: $60,000	Complete 5
	Disseminate lead paint hazards information through the Community Action Program	Maricopa County Human Services: $443,338	Disseminate information to 1,000 homes
	Identify lead hazards through City Code Enforcement	General Fund: $1,056,000	Refer 5 homes for rehabilitation

Housing			
Goal/Related Strategies	**Activity**	**Source**	**Output**
Goal 1: Preserve the existing affordable housing stock **Strategy 1.1:** Continue to pursue HOME funds through the Maricopa HOME Consortium, which have been distributed to organizations that provide housing rehabilitation programs in previous years **Strategy 1.2:** Continue thorough code enforcement procedures to assist homeowners in bringing units up to code **Strategy 1.3:** Continue to offer the Residential Incentives Infill Program, which encourages development of residential uses in areas of the City that are vacant or underutilized through reduced fees and priority plan review	Conduct Substantial Repair Programs preserving the housing stock and bringing units up to code	2009/2010 HOME: $68,682; HOME Program Income: 300,000	Complete 10
	Conduct Emergency Repair eliminating immediate health code related hazards	2009/2010 CDBG: $60,000	Complete 5
	Identify health and safety hazards and substandard housing conditions through City Code Enforcement	General Fund: $1,056,000	Refer 5 homes for emergency or substantial rehabilitation
	Promote the Residential Infill Incentive Plan, which provides a waiver of 50 percent of the building permit and plan review fees	General Fund: $25,000	Obtain 5 users of the Residential Infill Incentive Program
Goal 5: Increase homeownership within Avondale **Strategy 5.1:** Continue to provide a first time homebuyers program and downpayment assistance through the Individual Development Account Program available through the City's Social Services Division **Strategy 5.2:** Explore the use of the American Dream Downpayment Initiative (ADDI) program for downpayment assistance, in conjunction with the Individual Development Account Program	Conduct homebuyer assistance programs	HOME Program Income: $355,065 2009/2010 HOME: $70,285	Assist 11 new homebuyers
	Administer the IDA program matching participant's savings accounts 3 to 1 toward the purchase of a new home	Federal Home Loan Bank: $100,000	Assist 7 new homebuyers
	Purchase foreclosed homes for new homebuyers	NSP Program: $1,230,000	Purchase 40 foreclosed homes
	Rehabilitate and re-commission foreclosed rental properties	NSP Program: $616,510	Complete 4 units

Barriers to Affordable Housing			
Goal/Related Strategies	**Activity**	**Source**	**Output**
Goal 4: Improve the city's ability to address fair housing issues **Strategy 4.1:** Increase all applicable City department staff's awareness and knowledge of fair housing issues **Strategy 4.2:** Increase residents' awareness and knowledge of fair housing issues by posting information on the City's website. The page should also give clear details about consumers' options for filing complaints, about following complaint procedures and it should also contain appropriate links to complaint forms on HUD's and/or the Arizona Fair Housing Center's website **Strategy 4.3:** Explore possibilities of increased landlord/tenant training on the Fair Housing Act, and continue to be involved in the West Valley Fair Housing Seminar **Strategy 4.4:** Assist the elderly and persons with disabilities with bringing units up to City code.	Conduct or Fair Housing Workshop in conjunction with the Arizona Fair Housing Partnership .	2009/2010 CDBG:$2,800	Complete workshop
	Conduct a Resource Fair in conjunction with local service providers and disseminate information about fair housing		Complete resource fair
	Publish Fair Housing display notices in the newspaper		Publish two notices
	Disseminate fair housing information in English and Spanish		Distribute 2000 flyers
	Create City web page providing public with information about fair housing laws and resources for filing complaints		Create webpage
	Conduct a Landlord/Tenant workshop in conjunction with the Arizona Multi-Family Housing Association		Complete workshop

Homeless			
Goal/Related Strategies	**Activity**	**Source**	**Output**
Goal 3: Support organizations that assist the City's special needs population **Strategy 3.1:** In addition to CDBG grants, continue to offer the Contributions Assistance program (CAP), as financially feasible, which awards General Fund monies to health and human service organizations **Strategy 3.2:** Continue programs that assist special needs populations through the City's Social Services Division **Strategy 3.3:** Provide social services to low-income individuals **Strategy 3.5:** Continue to supply emergency funding through the Community Action Program for renter households in jeopardy of being evicted	Provide emergency utility assistance and rent/mortgage assistance through the Community Action Program	Maricopa County Human Services: $443,338	Provide utility assistance to 1,696 families and rent assistance to 250 families
	Fund local non-profit agencies serving low-income and special needs populations in Avondale Through the Contributions Assistance Program	Gen Funds $40,000	Assist 1,750 persons

Community Development			
Goal/Related Strategies	**Activity**	**Source**	**Output**
Goal 2: Improve public infrastructure and economic conditions in low-income, economically challenged neighborhoods **Strategy 2.1:** Improve sidewalks, streets and street lighting in targeted low- to moderate-income Block Groups **Strategy 2.2:** Continue to offer the Commercial Incentives Infill Program in Old Town Avondale, which encourages commercial development in vacant or otherwise underutilized areas through reduced fees, priority plan review and sales tax rebates **Strategy 2.3:** Increase neighborhood investment and participation	The City will reconstruct streets, upgrade water lines, install additional fire hydrants and repair sidewalks in Old Town	2009/2010CDBG: $300,000	Complete new infrastructure on 4 streets
	The City will conduct commercial building front rehabilitation on Western Avenue	2008/2009 CDBG: $121,200; 2009/2010 CDBG: $30,727	Renovate 5 building facades
	Promote the Commercial Infill Incentive Plan, which provides a waiver of 50 percent of the building permit and plan review fees	General Fund: $25,000	Obtain 5 users of the Commercial Infill Incentive Program
	The City will begin Implementation of the Downtown Revitalization Plan	General Fund: $50,000	Promote new investment in Old Town neigh-borhood
	The City will assess and plan for recreational, infrastructure and facility needs through the Capital Improvements Program	General funds and grant funds: $15,000,000	Implement 2009/2010 Capital Improvement Plan
	Demolish vacant blighted foreclosed residential properties	NSP Program:$372,925	Demolish 3 properties

Anti-Poverty			
Goal/Related Strategies	**Activity**	**Source**	**Output**
Goal 3: Support organizations that assist City's special needs population **Strategy 3.1:** In addition to CDBG grants, continue to offer the Contributions Assistance program (CAP), as financially feasible, which awards General Fund monies to health and human service organizations **Strategy 3.2:** Continue programs that assist special needs populations through the City's Social Services Division **Strategy 3.3:** Provide social services to low-income individuals **Strategy 3.4:** Increase support to organizations that specifically provide activities and programs for at-risk youth **Strategy 3.5:** Continue to supply emergency funding through the Community Action Program for renter households in jeopardy of being evicted	Fund local non-profit agencies serving low-income and special needs populations in Avondale Through the Contributions Assistance Program	Gen Funds $40,000	Assist 1,750 persons
	Provide and coordinate services, supplies, food and clothing for low-income and special needs populations in Avondale. Through the Community Action Program	Maricopa County Human Services: $443,383	Assist 5,319 persons
	Provide health education and parenting skills to pregnant teens and the fathers through the Avondale Young Families Program	Gila River Indian Community Grant: $300,000	Assist 50 pregnant teens
	Provide work force skills, post secondary education and on the job work experience for teens through the Next STEP program	2008/2009 CDBG: $30,000	Assist 15 teens
	Provide financial education seminars, tax preparation services and asset development programs through the Financially FIT program	Federal Home Loan Bank: $100,000	Assist 200 people

Non-Homeless Special Needs			
Goal	**Activity**	**Source**	**Output**
Goal 3: Support organizations that assist the City's special needs populations **Strategy 3.1:** In addition to CDBG grants, continue to offer the Contributions Assistance program (CAP), as financially feasible, which awards General Fund monies to health and human service organizations **Strategy 3.2:** Continue programs that assist special needs populations through the City's Social Services Division **Strategy 3.3:** Provide social services to low-income individuals **Strategy 3.4:** Increase support to organizations that specifically provide activities and programs for at-risk youth **Strategy 3.5:** Continue to supply emergency funding through the Community Action Program for renter households in jeopardy of being evicted	Fund local non-profit agencies serving low-income and special needs populations in Avondale Through the Contributions Assistance Program	Gen Fund $40,000	Assist 1,750 families
	Provide and coordinate services, supplies, food and clothing for low-income and special needs populations in Avondale. Through the Community Action Program	Maricopa County Human Services: $443,383	Assist 5,319 persons
	Provide health education and parenting skills to pregnant teens and the fathers through the Avondale Young Families Program	Gila River Indian Community Grant: $300,000	Assist 50 pregnant teens
	Provide work force skills, post secondary education and on the job work experience for teens through the Next STEP program	2008/2009 CDBG: $30,000	Assist 15 teens
	Provide congregate and in-home delivered meals daily for seniors through the Avondale Community/Senior Center	Area Agency on Aging: $460,000	Provide 100 meals to seniors daily
	Serve seniors with recreational activities through the Avondale Community/Senior Center	Area Agency on Aging: $460,000	Serve 50 seniors daily

General Questions

1. Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.

2. Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.

3. Describe actions that will take place during the next year to address obstacles to meeting underserved needs.

4. Identify the federal, state, and local resources expected to be made available to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.

Program Year 4 Action Plan General Questions response:

1. Geographic allocation.

The City of Avondale plans to use 100% of its CDBG funds to benefit low and moderate-income persons and areas (Census Block Groups where 51 percent or more of households earn less than 80 percent of the HUD-defined area median income). The City has 15 Block Groups that meet these criteria. The Block Groups are:

- Census Tract 610.03, Block Group 4 (low-mod percentage = 62 percent)
- Census Tract 610.05, Block Group 4 (low-mod percentage = 68 percent)
- Census Tract 612, Block Group 1 (low-mod percentage = 72 percent)
- Census Tract 612, Block Group 2 (low-mod percentage = 62 percent)
- Census Tract 612, Block Group 3 (low-mod percentage = 65 percent)
- Census Tract 612, Block Group 4 (low-mod percentage = 52 percent)
- Census Tract 614, Block Group 1 (low-mod percentage = 75 percent)
- Census Tract 614, Block Group 2 (low-mod percentage = 74 percent)
- Census Tract 614, Block Group 3 (low-mod percentage = 85 percent)

- Census Tract 614, Block Group 4 (low-mod percentage = 83 percent)
- Census Tract 620.14, Block Group 4 (low-mod percentage = 70 percent)
- Census Tract 822.01, Block Group 2 (low-mod percentage = 55 percent)
- Census Tract 822.01, Block Group 3 (low-mod percentage = 64 percent)
- Census Tract 822.02, Block Group 1 (low-mod percentage = 62 percent)
- Census Tract 822.02, Block Group 2 (low-mod percentage = 68 percent)

Targeted neighborhoods that are located in these Block Groups includeLas Ligas, Old Town Avondale, Rio Vista and Cashion.

In 2009/2010 Avondale will spend CDBG Entitlement funds and Maricopa HOME Consortium funds. CDBG will be used for public services, street reconstruction, emergency repair and fair housing. HOME will be used for Homebuyer Assistance, Housing Rehabilitation.

CDBG Funded Program The Next STEP program is public service job training program for teens. The Program provides work force skills, post secondary education and on the job work experience for teens. Dilapidated street in the low-income Old Town Neighborhood will be reconstructed. The City will reconstruct streets, upgrade water lines, install additional fire hydrants and repair sidewalks on streets in Old Town. The City will fund emergency repair to owner-occupied homes.

Maricopa Consortium HOME Funded Programs The Owner-Occupied Housing Rehabilitation program provides forgivable loans to low income homeowners to repair and rehabilitate their homes, removing substandard and unsafe housing conditions. The program will target homes in Old Town, Las Ligas and Cashion but is available city-wide to assist special needs homeowners especially seniors and persons needing handicapped accessibility modifications. The Homebuyer Assistance Program is available city-wide to provide loans for low-income homebuyers to pay the down payment and closing costs associated with buying their first home.

A map showing the City's low- to moderate-income Census Block Groups is attached. The City's low- to moderate-income Census Block Groups are concentrated south of Interstate 10 from the western to eastern City boundaries.

2. Prioritization of funds.

The City will use CDBG funds, Maricopa Consortium HOME funds , Avondale General Funds, federal funds, state funds, private funds and leveraged funds to meet the goals of the Consolidated Plan.

Funds are allocated to activities that have been identified through the Consolidated Planning process as priorities. Activities identified as priorities are infrastructure in

low-income neighborhoods, public services for special needs population, owner occupied housing rehabilitation and homebuyer assistance.

3. Obstacles to meeting needs and actions to be taken in 2009/2010 to meet underserved needs.

Obstacles. Job losses present the greatest obstacle. The high cost of services, health care, transportation, food and education also present major obstacles. This disparity causes low income persons to live pay-check to pay-check prohibiting them from saving money and therefore obtaining homeownership and post-secondary or vocational education. Low income homeowners lack savings for home repair and low-income renters lack savings to purchase a home. Other obstacles to meeting needs are high school drop out rates which are almost twice as high for minority students than for white students.

Actions. The City of Avondale will undertake the following actions to meet underserved needs in Avondale.

Avondale CDBG Entitlement Funded Projects				
Activity	2008-2009	2009-2010	Totals	Output
Administration	0	$94,882	$94,882	General Administration
Fair Housing	0	$2,800	$2,800	General Education
Street Reconstruction	0	$300,000	$300,000	4 Streets
Youth Job Training	$30,000	0	$30,000	Assist 15 Youth
Emergency Home Repair	0	$60,000	$60,000	5 Units
Commercial Building Front Rehabilitation	$121,176	$30,727	$151,903	7 Units
CDBG Totals	$151,176	$488,409	$639,585	

Maricopa County HOME Consortium Funded Projects				
Activity	Program Income	2009-2010	Totals	Output
Administration		$7,230	$7,230	General Administration
Owner-Occupied Home Rehabilitation	$300,000	$68,683	$368,683	10 Units
Homebuyer Assistance	$355,065	$70,285	$425,350	11 Homebuyers
Totals	$655,065	$146,197	$801,262	

Neighborhood Stabilization Program		
Activity	2008/2009 NSP	Output
Administration	$246,604	
Homebuyer Assistance	$1,230,000	40 Homes
Acquisition/Rehabilitation of Rental Housing	$616,510	4 Units
Acquisition/Demolition of Residential Property	$372,925	3 Units
Totals	$2,466,039	47 Units

For the 2009/2010 fiscal year the City of Avondale will fund the following activities with HOME and CDBG.

Emergency Repair – Contract with a non-profit service provider to conduct 5 Owner-Occupied Emergency Repair projects in the corporate limits of the City of Avondale with emphasis in the neighborhoods of Old Town, Cashion, Las Ligas and Rio Vista. Fiscal Year 2009/2010 CDBG: $60,000;

Housing Rehabilitation – Contract with a non-profit service provider to conduct 10 owner-occupied substantial housing rehabilitation projects in the corporate limits of the City of Avondale with emphasis in the neighborhoods of Old Town, Cashion, Las Ligas and Rio Vista. Fiscal Year 2009/2010 HOME: $68,683; HOME Program Income: $300,000;

Infrastructure in low-income neighborhoods – Procure a contractor to reconstruct streets, upgrade water lines, install additional fire hydrants and repair sidewalks in Old Town. Fiscal Year 2009/2010 CDBG: $300,000; General Funds: $500,00:

Homebuyer Assistance – Contract with a non-profit service provider to conduct a homebuyer assistance program to provide down-payment and closing costs assistance for 7 low income first time homebuyers. The program includes homeownership education and counseling components. HOME Program Income: $355,065; 2009/2010 HOME: $70,285; Federal Home Loan Bank Individual Development Account for Home buyer Assistance: $100,000;

Commercial Rehabilitation – Conduct a commercial building front rehabilitation program that makes loans available to property owners on Western Avenue between Dysart Road and Central Avenue to improve the exterior of their building in conformance with the Old Town Avondale Business District Design Guidelines. 2008/2009 CDBG: $121,176; 2009/2010 CDBG: $30,727.

Fair Housing – Conduct Fair Housing Education Workshops to educate housing professionals and the general public about fair housing laws.

RESOLUTION NO. 2818-409

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE 2009/2010 ANNUAL ACTION PLAN PORTION OF THE 2006-2009 CONSOLIDATED PLAN AND AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR RECEIPT OF FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

WHEREAS, Title 1 of the Housing and Community Development Act of 1974, as amended, establishes a Community Development Block Grant ("CDBG") program for the purpose of developing viable urban communities by providing decent housing and suitable living environment and expanding economic opportunities and preventing and/or eliminating conditions of slum and blight, principally for persons of low and moderate income; and

WHEREAS, the City of Avondale (the "City") desires to receive CDBG funds and continue to carry out CDBG-funded programs; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") is prepared to provide approximately $488,409 in CDBG funds to the City for Fiscal Year 2009/2010; and

WHEREAS, the Code of Federal Regulations, 24 CFR Part 91, issued by HUD requires the submission to HUD and subsequent approval by HUD of a multi-year Consolidated Plan and an Annual Action Plan as a condition of receiving CDBG funds; and

WHEREAS, the City of Avondale 2006-2009 Consolidated Plan (the "Consolidated Plan") was approved by Council of the City of Avondale (the "City Council") on May 1, 2006 and by HUD in June 2006; and

WHEREAS, the City prepared an updated 2009/2010 Annual Action Plan element of the Consolidated Plan listing activities to be funded in the 2009/2010 program year; and

WHEREAS, the City has completed public participation requirements in accordance with 24 CFR Part 91, including a public hearing held on October 29, 2008 and a 30-day comment period beginning March 3, 2009 and extending through April 3, 2009, from which comments were received from City residents and incorporated into the 2009/2010 Annual Action Plan.

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

SECTION 1. That the 2009/2010 Annual Action Plan portion of the 2006-2009 Consolidated Plan and the allocation of funding to the activities to be undertaken described below are hereby approved and authorized for submission to HUD.

2009/2010 CDBG Annual Action Plan Allocations	
Activity	2009-1010
Administration	$94,882
Street Reconstruction	$300,000
Fair Housing	$2,800
Emergency Home Repair	$60,000
Commercial Building Front Rehabilitation	$30,727
Total Grant	*$488,409
* Estimated grant amount; actual amount to be provided by HUD in May, 2009.	

SECTION 2. That the City Council hereby finds that expenditures as set forth in the 2009/2010 Annual Action Plan are necessary and appropriate and further, that said expenditures for the CDBG program will serve to assist low- and moderate-income individuals/families (no less than 70 percent as described in federal regulations) and/or serve to prevent or eliminate conditions of slum or blight in the community.

SECTION 3. That the Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, April 20, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

1014570.1

CITY COUNCIL REPORT

SUBJECT:
Agreement with Circle West Architects Related to the Western Avenue Business Renovation Grant Program

MEETING DATE:
April 20, 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 approve an agreement with Circle West Architects P.C. in the amount of $45,000 to provide design and construction management services for the Western Avenue Business Renovation Grant Program.

BACKGROUND:

Through this contract the City will assist approximately 7 businesses along Western Avenue between Dysart Rd. and Central Ave. with exterior renovation and building code correction. The Neighborhood and Family Services Department (NFSD) in conjunction with the City Finance Department conducted a Request for Proposals process in January and February through which 6 proposals were received. The proposals were evaluated and scored by a selection committee of four including three city staff and one member of the Neighborhood and Family Services Commission. Overall Circle West scored the highest based on qualifications, experience and approach.

DISCUSSION:

City Council approved CDBG funds for Western Avenue Business renovation on April 21, 2008. A total of $165,204 has been allocated; $45,000 for design and construction administration and $120,204 for construction. The purpose of the program is to improve the commercial viability of Western Avenue through improved visual appearance and the preservation of the unique and original Old Town pedestrian retail character. This effort implements a key strategy of the Economic Development Plan and builds upon previous efforts to revitalize the area which include:

1. 2008 completion of the Sam Garcia Library;
2. 2008 completion of Sterling Plaza West, a 16,000 SF retail development at 506 E Western Avenue;
3. 2008 City Code Enforcement Sweep;
4. 2002 street-scaping and parking improvements; and
5. 2000 establishment of the Old Town Avondale Business District Design Guidelines (OTAB).

Most improvement projects will include the installation or repair of windows, doors, paint, exterior wall treatments, awnings, overhangs and signs. Achieving a minimum professional sign standard is critical to enhancing the marketability of the businesses. Business owners located on Western Avenue must meet the following eligibility criteria:

1. be current on property taxes and city taxes;
2. have a current business license;
3. be in substantial compliance with City Codes;

4. demonstrate financial viability; and
5. have a current business plan.

BUDGETARY IMPACT:

CDBG funds have been budgeted for this contract in the 2008-2009 City Budget.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Circle West Architects P.C. in the amount of $45,000 to provide design and construction management services for the Western Avenue Business Renovation Grant Program.

ATTACHMENTS:

Click to download

- Agreement

CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CIRCLE WEST ARCHITECTS, P.C.

THIS CONTRACTOR AGREEMENT (this "Agreement") is made as of April 20, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and Circle West Architects, P.C., an Arizona professional corporation (the "Contractor").

RECITALS

A. The City has received Community Development Block Grant ("CDBG") Funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-38;

B. The City has allocated $165,204 in CDBG funds to assist business and property owners located on Western Avenue Business Renovation between Dysart Road and Central Avenue in Avondale, Arizona with the renovation of their building facades and correct City Code violations (the "Project").

C. The City issued a Request for Qualifications, NS 09-032 "Western Avenue Business Renovation" (the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications from qualified professional architectural firms interested in providing design and construction administration services to develop plans to improve individual business and property owners' (the "Eligible Participants") building facades in general conformance with the Old Town Avondale Business District Design Guidelines (the "OTABDDG") for the Project.

D. The Consultant submitted an SOQ in response to the RFQ, attached hereto as Exhibit B, and incorporate herein by reference and the City desires to enter into an Agreement with Contractor to provide architectural and construction administration services to develop plans to improve the Clients' building facades and correct City Code violations in general conformance with the OTABDDG for the Project (the "Services").

E. The City wishes to engage the Contractor to provide the Services to assist the City in utilizing such funds for the Project.

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 Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2010.

2. Scope of Work. The Contractor 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 Contractor a price not to exceed $45,000.00 for the Services as set forth in the Budget and Payment Schedule, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The City shall pay the Contractor pursuant to Section 16 below. Payments shall be contingent upon verification of the Contractor's payment request.

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

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor 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, Contractor 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 Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. 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. The City has no obligation to provide Contractor, 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 Contractor.

9. Performance Warranty. Contractor 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 Contractor 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 Contractor, 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 Contractor, Contractor 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 Contractor. 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 Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this 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. Contractor'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 Contractor. Contractor 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. Contractor 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, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this subsection and insurance requirements set forth herein protecting the City and Contractor. Contractor 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, Contractor 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 Contractor'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 Contractor'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 Contractor'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) Contractor'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 Contractor 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. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this 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. Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this 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 Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of $1,000,000 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 Contractor 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. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor'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 $500,000 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, Contractor 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 Contractor of written notice by the City. Upon termination for convenience, Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor or any agent or representative of the Contractor 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 Contractor 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 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 relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Contractor 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. Contractor, 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 Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Contractor 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 Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws, (c) existing and future Occupational Safety and Health Administration ("OSHA")

standards, (d) the provisions of 24 C.F.R., Part 570, CDBG, as revised, (e) the provisions of 24 C.F.R. Part 92, HOME, as revised, and (f) the provisions contained in the City of Avondale Consolidated Plan.

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 Contractor.

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 Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Patent and Copyrights. If this Agreement results in any patents or copyrightable materials or inventions, the patents, copyrightable materials or inventions will be the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

14.8 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.

14.9 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the City

signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

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

14.11 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 Contractor 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.

14.12 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.

14.13 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.

14.14 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 Contractor any amounts Contractor 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 Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.15 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 Contractor:	Circle West Architects, P.C. 8700 East Via De Ventura, Suite 100 Scottsdale, Arizona 85258 Facsimile: (480) 609-1037 Attn: Peter M. Koliopoulos

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.

14.16 Confidentiality of Records. The Contractor 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 Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any 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 this Agreement.

14.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among: the Agreement, the Scope of Work, the Budget and Payment Schedule, the RFQ and the Contractor's response to the RFQ, the documents shall govern in the order listed herein.

15. Administrative Requirements.

15.1 Records to be Maintained. The Contractor shall maintain all records required by the Federal regulations specified in 24 C.F.R. Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of the rehabilitation services involving inspection results, construction procurement, construction contract documents, contract changes, general contractor payments and warranty information.

(b) Records required to determine the eligibility of the rehabilitation services.

(c) Records documenting compliance with environmental review regulations as required by 24 C.F.R. Part 58.

15.2 Notice of Reporting Regulations and Requirements. Contractor acknowledges that the City shall report monthly on all program income as defined at 24 C.F.R. 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 C.F.R. 570.504. The Contractor may be required to submit bi-monthly progress reports to the City in the form, content and frequency as required by the City related to the City's reports.

15.3 Records Delivery. The Contractor shall deliver to the City all written and electronic records pertinent to expenditures incurred under this Agreement within ninety (90) days after report by the City.

15.4 Disclosure. The Contractor understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Contractor's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

15.5 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 subsection 15.6 below (all the foregoing and those records described in subsection 15.1 above hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours, as often as the City, its designees or the Federal government deem necessary, by the City, its designees or the Federal government to the extent necessary to adequately permit (1) auditing, examination and making excerpts or transcripts of all relevant data and (2) evaluation of the Contractor's and its subcontractor's compliance with the Arizona employer sanctions laws referenced in subsection 15.6 below. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Failure of the Contractor to comply with the above audit requirements will

constitute a violation of this Agreement and may result in the withholding of future payments. The Contractor hereby agrees to have an annual agency audit conducted in accordance with City policy concerning Contractor audits and, as applicable to OMB Circular A-133. 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 examining the Records, the City shall have access to said Records from the effective date of this Agreement for the duration of the work and until five years after the date of final payment by the City to Contractor pursuant to this Contract. The City shall have access, during normal working hours, to all necessary Contractor and its subcontractors' facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this subsection. The City shall give 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.

15.6 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 subcontractors' 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.

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

16. Payment Procedures. The City will pay to the Contractor funds available under this Agreement based upon information submitted by the Contractor and consistent with an approved Budget and Payment Schedule and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Contractor (reimbursement).

17. Procurement Compliance. The Contractor shall comply with City 24 C.F.R. Part 85 when procuring general construction contractors.

18. Personnel and Participant Conditions.

18.1 Civil Rights

a. Compliance. The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

b. Nondiscrimination. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry,

nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

18.2 Women and Minority Owned Business Enterprises.

a. Women and Minority Owned Business Enterprises. The Contractor will take all necessary affirmative steps to assure that minority and women owned business enterprises are used when possible in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least 51 percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

b. Subcontracting Provisions. The Contractor will include the provisions of subsections 18.1, Civil Rights and 18.2, Women and Minority Owned Business Enterprises, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its Contractors or subcontracts.

18.3 Employment Restrictions.

a. Prohibited Activity. The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

b. Labor Standards. The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor shall maintain documentation which demonstrates compliance with hour and wage requirements of this subsection. Such documentation shall be made available to the City for review upon request. The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contracts engaged in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 C.F.R. Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve

the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this subsection.

c. "Section 3" Clause.

(1) Compliance. Compliance with the provisions of "Section 3" of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701, the regulations set forth in 24 C.F.R. 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the City, the Contractor and any of the Contractor's contractors and subcontractors. Failure to fulfill these requirements shall subject the City, the Contractor and any of the Contractor's contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements. The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. "Section 3" requires that to the greatest extent feasible, opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low and very low-income participants in other HUD programs, and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or neighborhood in which the project is located, and to low and very low-income participants in other HUD programs. The Contractor certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

(2) Notifications. The Contractor agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this "Section 3" Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The Contractor will include the "Section 3" Clause set forth above in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Contractor will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. 135 and will not enter any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

18.4 Conduct.

a. Subcontracts. In addition to the requirements of subsection 14.9, the following provisions shall apply:

(1) Monitoring. The Contractor will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

(2) Content. The Contractor shall cause all the provisions of this Agreement in its entirety to be incorporated into and made a part of any subcontract executed in the performance of this Agreement.

(3) Selection Process. The Contractor shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

b. Drug Free Workplace. The Contractor certifies that it will provide a drug-free workplace by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(2) Establishing a drug-free awareness program to inform its employees about:

(a) The dangers of drug abuse in the workplace.

(b) The grantees policy of maintaining a drug-free workplace.

(c) Any available drug counseling, rehabilitation, and employee assistance programs.

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph 19.4(b)(1) above.

(4) Notifying the employee in the statement required by paragraph 19.4(b)(1) above that, as a condition of employment under the Agreement, the employee will:

(a) Abide by the terms of the statement.

(b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

(5) Notifying the City within ten days after receiving notice under subparagraph 19.4(b)(4)(b) above from an employee or otherwise receiving actual notice of such conviction.

(6) Taking one of the following actions, within 30 days of receiving notice under subparagraph 19.4(b)(4)(b) above, with respect to any employee who is so convicted:

(a) Taking appropriate personnel action against such an employee, up to and including termination.

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or Local health, Law enforcement, or other appropriate agency.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 19.4(b)(1), (2), (3) (4), (5) and (6).

19. Environmental Conditions.

19.1 Air and Water. The Contractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: (i) Clean Air Act, 42 U.S.C., 7401, et seq., (ii) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et

seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder, (iii) Executive Order 11738, providing for the Administration of the Clean Air Act and the federal Water Pollution Control Act and (iv) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

19.2 Historic Preservation. The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, and the procedures set forth in 36 C.F.R., Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

20. Energy Policy and Conservation Act. The Contractor agrees to comply with the Energy Policy and Conservation Act as set forth in Pub. L. 94-163 insofar as they apply to the performance of this Agreement.

21. 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 above.

[SIGNATURES ON FOLLOWING PAGE]

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

CIRCLE WEST ARCHITECTS, P.C., an Arizona professional 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 CIRCLE WEST ARCHITECTS, P.C., an Arizona professional corporation on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CIRCLE WEST ARCHITECTS, P.C.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR DESIGN AND CONSTRUCTION ADMINSTRATION SERVICES FOR THE WESTERN AVENUE BUSINESS RENOVATION

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

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**NS 09-032**
Solicitation Title:	**Western Avenue Business Renovation**
Release Date:	**November 18, 2008**
Final Date for Inquiries	**December 4, 2008**
MANDATORY Pre-Submittal Conference:	**December 2, 2008** **10:00 a.m.** (local time, Phoenix, Arizona) Avondale Community Center 1007 South Third Street Avondale, Arizona 85323
SOQ Deadline:	**December 16, 2008** **3:00 p.m.** (local time, Phoenix, Arizona)
Letters to Final Listed Firms:	**January 16, 2009**
Oral Discussions:	**January 23, 2009**
Target City Council Award Date:	**February 16, 2008**
City Representatives:	**Andrew Rael** **arael@avondale.org** **623-333-2715** **Frank Graham** **fgraham@avondale.org** **623-333-2029**

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I. RFQ PROCESS; AWARD OF AGREEMENT

1. Purpose/Scope of Work. The City of Avondale (the "City") has allocated $121,000 in Community Development Block Grant ("CDBG") funds to assist business and property owners located on Western Avenue Business Renovation between Dysart Road and Central Avenue in Avondale, Arizona with the renovation of their building facades and correct City Code violations (the "Project"). The selected Vendor will enter into a contract with the City to provide design and construction administration services to develop plans to improve individual business and property owners' (the "Clients") building facades and correct City Code Violations in general conformance with the Old Town Avondale Business District Design Guidelines (the "OTABDDG") for the Project (the "Services").

The City of Avondale (the "City") is seeking Statements of Qualification ("SOQ") from qualified professional architectural firms ("Vendors") interested in providing the Services, as more particularly described in the Scope of Work attached to the sample Contractor Agreement as Exhibit C. **Women and minority owned business are encouraged to apply.**

The Project is funded with federal CDBG funds which will require the selected Vendor's compliance with federal regulations as defined in the sample Contractor Agreement attached as Exhibit B. City funds will be provided to property owners as five-year forgivable loans which are forgiven one-fifth (1/5th) per year so long as the property is maintained in accordance with City Code. Clients will be pre-qualified by the City before working with the selected Vendor. Pre-qualification of Clients will include screening for compliance with local codes and ordinances as well as financial underwriting of the improvement project. The selected Vendor will be compensated on a predetermined dollar rate per hour basis. The selected Vendor will provide services under the general direction of the City.

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 **12 (twelve)** 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**, (NS 09-032) Western Avenue Business Renovation**, 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 one of the City Representatives whose names appear 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 (a) at the Pre-Submittal Conference on the date indicated on the cover page of this RFQ or (b) after the Pre-Submittal Conference but before the final date for inquiries 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 one of the City Representative's voicemail or e-mail. Any inquiries related to this 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 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.

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.

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 select three (3), but no more than five (5) finalists that will be invited for oral interviews with the Selection Committee. The City will conduct the oral interviews with the selected Vendors and upon completion of the final tabulation of points for scored components, will create a final list, in order of preference, of the three (3) most qualified Vendors. 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. The Selection Committee will conduct oral interviews with at least three (3), but not more than five (5), of the highest ranked Vendors based upon the SOQ submittal scoring.

Section 1: General Information 10 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 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. 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 and Construction Administration 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 Vendor.

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.

b. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcomes.

Section 3: Key Personnel Experience 30 pts

a. Provide an organizational chart showing key personnel to be involved in this Project and affiliation with the Vendor. 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. Identify each person who will render professional services to the City, including each person's name, title and relevant experience.

c. Indicate the roles and responsibilities of each person.

d. For each key person identified, list at least two comparable contracts in which they have played a primary role. Provide:

(i) Description of the contract.
(ii) Role of the individual employee.
(iii) Contract owner reference information.

e. Attach a brief (two page maximum) resume for each person. Resumes may be attached as a separate appendix.

f. Include senior members of the Vendor only from the perspective of what their role would be in providing services to the City.

Section 4: Project Understanding and Approach 30 pts

a. Provide a brief summary of the Project indicating your understanding of the Scope of Work described in the Contractor Agreement in Exhibit C. Include a sample proposed schedule of services.

b. Discuss your approach, including the following processes:

(i) Client consultation process.
(ii) Design process.
(iii) General contractor procurement process.
(iv) General contractor contract execution process.
(v) Davis-Bacon Labor Standards compliance.
(vi) Construction administration.
(vii) Construction inspection process.
(ix) Quality control.
(x) Dispute resolution.

c. Alternate approaches may be proposed if it is believed that such an approach would best suit the need of the City. Include rational for alternate approaches, and indicate how your firm will ensure that all efforts are coordinated with the City's general representation.

Section 5: Licenses; Governmental References 5 pts

a. Provide current licenses and certifications for all employees proposed to provide the services.

b. Provide the names, address and telephone numbers for at least three (3) municipal or other local government references. If more than one reference cannot be contacted, the SOQ submission shall be disqualified.

Total Possible Points for SOQ Submittal: 100

III. ORAL INTERVIEWS; SCORING

Vendors selected for oral interviews will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFQ and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the SOQs and relate more to identification of the Vendor's program approach and to an appraisal of the people who would be directly involved in this Project.

Oral Interview

10	General Information
20	Experience and Qualifications of the Firm/Team
20	Key Personnel Experience
20	Project Understanding and Approach
5	Licenses; Governmental References
25	Questions and Answers
100	**Total Possible Points for Oral Interview**

Total Points Possible for this RFQ: 200

IV. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Contractor Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR 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 the Vendor 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

Design and Construction Administration Services for the
Western Avenue Business Renovation
NS 09-032

Addendum No. 1

Date: December 4, 2008

From: Frank Graham, City Representative

Subject: Addendum No. 1 to RFQ NS 09-032

SOQ Deadline: December 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 ("SOQ") 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 shall subject the Vendor to disqualification.

This Addendum No. 1 consists of modifications to the Contractor Agreement and Scope of Work in the Contractor Agreement.

ADDENDUM

1. Page B-10-11 of the Contractor Agreement attached to the RFQ, Section 15, Rehabilitation, is deleted in its entirety.

2. Page B-17 of the Contractor Agreement attached to the RFQ, subsection 20.2, Lead-Based Paint, is deleted in its entirety.

3. Page C-2 of the Scope of Work in the Contractor Agreement attached to the RFQ, Scope of Work, Section 4, is amended by adding the following item "j" to the City's list of items to be performed:

   j. Complete Environmental Reviews pursuant to 24 CFR Part 58.

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR STATEMENTS OF QUALIFICATIONS

Design and Construction Administration Services for the
Western Avenue Business Renovation
NS 09-032

Addendum No. 1

_____, affirms that ADDENDUM No. 1 has
(Name of Vendor)
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
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CIRCLE WEST ARCHITECTS, P.C.

[Contractor's SOQ]

See following pages.

CITY OF AVONDALE

Western Avenue Business Renovation

12.16.08

Circle West Architects

December 16, 2008

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

Re: NS 09-032 Western Avenue Business Renovation

Dear Selection Committee Member,

It gives us great pleasure to present our team's qualifications for the **Western Avenue Business Renovation**. The Western Avenue Business Renovation must present concepts that add character and visual appeal to enhance the existing buildings. These concepts will be utilized in a setting that purposefully captures the Old Town main street character. With the leadership of the City of Avondale, Circle West Architects will work in an enthusiastic and flexible team approach.

The benefits that Circle West can offer to the City of Avondale:

- **Experienced design team that will effectively lead, listen, and coordinate with the City and business owners.**
- **An enriching environment that attracts and retains significant retail growth.**
- **Expertise and knowledge of meeting community design requirements.**

The value that we bring to those intentions is a body of experience and expertise. We offer related lessons learned from two recent projects where we achieved those goals.

Continental Center is an excellent example of renovating the exterior of a building. We were successful in renovating an existing office building by providing a new entry experience and a fresh identity for the building.

Verrado Welcome Center features authentic and appropriate materials to respect the surrounding environment of the Verrado Community. The design provides a clear example of meeting the design requirements of the community.

These two projects are proof positive of our ability to deliver the value City of Avondale seeks in the Western Avenue Business Renovation. The Circle West team is making work meaningful. When work is meaningful, it will be implemented well and great things will happen. We want an environment that will make a difference.

Kind Regards,

Peter M. Koliopoulos AIA
President
Circle West Architects, P.C

General Information

Firm Description

Our vision at Circle West is “to build the world a better place for living”. We believe that our environment shapes our values – who we are as people and as a community. The relationships we build with our clients are of the utmost importance to our organization.

Circle West is a client focused, innovative architectural and planning firm. Established in 1992, Circle West Architects has gained national recognition for high-quality design excellence. The firm has completed over $100 million in overall planning and design for sustainable community facilities, learning environments, environments of social interaction and mixed-use urban infill projects throughout the western United States. This rich varied experience enables Circle West to provide overall vision planning, varied organizational processes, conceptual design, LEED certification, through construction drawings and construction administration. Through active collaboration with our clients and specialists from environmental engineers to cost consultants, Circle West approaches architecture with a discerning respect for appropriateness of place.

Circle West continually receives wide acclaim both locally and nationally since the firm’s founding in 1992. The firm’s projects are published extensively in Architecture, Design, and general interest magazines and receive numerous design awards locally, regionally, and nationally. Members of the firm teach, lecture, and participate in design juries.

Organized in an open studio format, Circle West Architects foster open dialogue and communication of ideas. Circle West embodies integrity and professionalism in our relationships with our clients, consultants, and community.

Legal Organization

Legal Firm Name:
Circle West Architects, P.C.

Business Address:
8700 E Via de Ventura
Suite 100
Scottsdale, Arizona 85258

EIN# 841205117

Type of Organization:
Sole Proprietor

SOQ Contact Person:
Peter M. Koliopoulos, AIA
8700 E Via de Ventura
Suite 100
Scottsdale, Arizona 85258
Tel. 480.609.1000
peter@circlewest.net

Termination of Contract

No contracts have been terminated with Circle West Architects.

Experience + Qualifications

Continental Center
Scottsdale, Arizona

Completion
January 2008

Role
Architect

Project Manager
Dudley Campbell, AIA

The renovation of an existing 60,000 sf office building. The design program consists of refining the building exterior and updating the existing building lobbies to provide a new entry experience and a fresh identity for the building.

Circle West successfully completed the project by involving the contractor in the early design phases to maintain the budget and schedule.

Company
The Wolff Company
Mr. Pete Wolff
8320 E. Hartford Dr.
Suite 101
Scottsdale, Arizona 85255
Tel. 480.993.0472
peter@awolff.com

Experience + Qualifications

Daybreak Village Center	**Completion**	**Role**	**Project Manager**
South Jordan, Utah	April 2009	Architect	Peter M. Koliopoulos, AIA

A 12 acre mixed-use village center incorporating commercial office and retail uses among 7 distinctively design buildings totaling 130,000 sf of space.

Similarly to the Western Avenue Business Renovation, Circle West developed full plans and specifications for City approval, obtained necessary construction permits, and performed interim construction inspections to ensure adherence to the design and contract.

Company
Kennecott Land
Mr. Scott Kauffman
4700 Daybreak Parkway
Suite 3 South
South Jordan, Utah 84095
Tel. 801.204.2765
scott.kaufmann@riotinto.com

Experience + Qualifications

Verrado Welcome Center
Buckeye, Arizona

Completion
December 2009

Role
Architect

Project Manager
Moazam Khan

The Verrado Welcome Center is designed as an edge of town building for the Verrado Community that will initiate the future development of the intersection. Acting as a gateway for the neighborhood, the 6,500 square foot welcome center will greet residence and visitors while providing office space for Verrado employees.

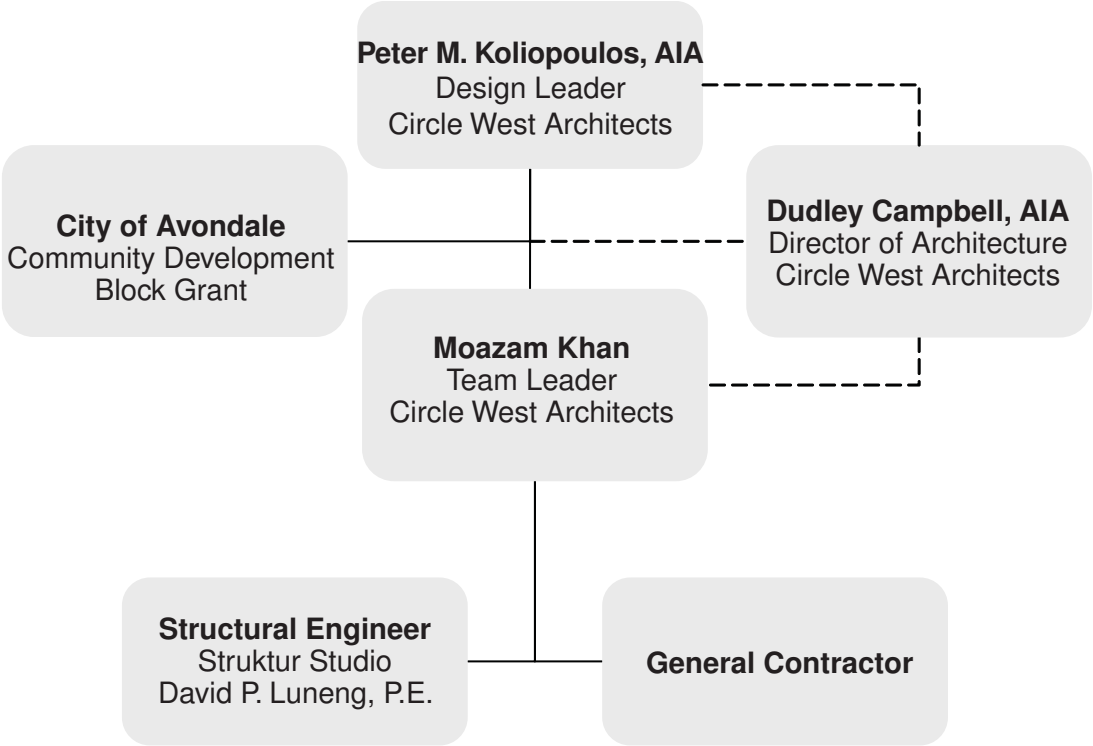
The agrarian style building features authentic and appropriate materials to respect the surrounding environment of the Verrado Community. Outdoor patio spaces are utilized to augment a welcoming environment and encourage community interaction while providing shade from the harsh, desert sun.

Company
DMB, Inc.
Mr. David Lintihicum
4106 N. 195th Ave.
Buckeye, Arizona 85326
Tel. 480.367.7000
dlinthicum@dmbinc.com

Key Personnel Experience

Organizational Chart

This local Arizona team is selected not only for their exceptional credentials, but also for their availability and stated interested in contributing to the success of the Western Avenue Business Renovation.



Relevant Experience

Peter M. Koliopoulos, AIA, with over 23 years of experience in design, Peter has successfully led numerous renovation projects while preserving the unique and original character of the environment.

Moazam Khan, is a proven team leader with over eight years of design experience. Moazam excels at all aspects and stages of a project's timeline and is responsive in communicating with the City on a project of this scope to meet local codes and ordinances.

Dudley Campbell, AIA, is a principal at Circle West with extensive experience of successful renovation projects including correcting city code violations.

David P. Luneng, PE, the structural engineer of record, has worked on numerous restoration and renovation projects throughout the metropolitan Phoenix area, California, Nevada, and Colorado. These included the enhancements of exterior facades on commercial buildings in high-profile areas to the reconstruction of collapsed structures.

Key Personnel Experience

Roles + Responsibilities

Our team is 100% committed to the successful design, construction, and operation of the Western Avenue Business Renovation. Our resources are immediately available to start a great process.

As Design Leader for the project, **Peter M. Koliopoulos, AIA**, will provide design oversight and design coordination of the renovations working closely with City of Avondale and eligible business owners.

Moazam Khan, Team Leader, will have full responsibility for the day-to-day management of the renovations project. Moazam will be the main contact for the City of Avondale and the sub-consultants during all phases of design and construction.

As Director of Architecture, **Dudley Campbell, AIA**, will be responsible for the overall review of the documents for correcting code violations and obtaining necessary construction permits on the restoration and renovations.

As the structural engineer, **David P. Lungeng**, will work with Moazam to develop restoration concepts from site observations, develop structural calculations, and review all documentation pertinent to the structural analysis and design of the restoration construction documentation.

Comparable Contracts

Daybreak Village Center

Team Members & Role:
Peter M. Koliopoulos, AIA - Design Leader
Dudley Campbell, AIA - Director of Architecture

Contract Owner Reference:
Mr. Scott Kaufmann
Kennecott Land
Tel. 801.204.2765

Continental Center

Team Members & Role:
Dudley Campbell, AIA - Director of Architecture
Moazam Khan - Team Leader

Contract Owner Reference:
Mr. Pete Wolff
The Wolff Company
Tel. 480.993.0472

Verrado Welcome Center

Team Members & Role:
Dudley Campbell - Director of Architecture
Moazam Khan - Team Leader

Contract Owner Reference:
Mr. David Linthicum
DMB, Inc.
Tel. 480.367.7000

Description of Contracts:
All Circle West contracts are specific for the design and scope of work outlined by the client. Below are the contract similarities:

- Develop preliminary sketches for client and City review and approval.
- Develop full plans and specifications for City approval.
- Assist clients with obtaining necessary construction permits.
- Assist the client with general contractor procurement.
- Perform interim construction inspections to ensure adherence to contract specifications.
- Administer the construction contract under the general direction of the City.
- Approve periodic payments to the general contractor for reimbursement by the client.
- Perform final inspection and approval of work.

Sub-Consultant

Structural Engineer

Struktur Studio LLC will be joining our team as the structural engineer. Struktur Studio will provide engineering excellence combined with their extensive knowledge of local construction techniques and codes.

7625 East Redfield Remodel

Similarities: This project involved the addition of exterior facades to promote commercial development through new tenants. The addition of awnings provided a flare to the exterior. Struktur was cognizant of the nature of the owner's requirements to keep cost's economic with the choice of materials. This project was completed in the fall of 2007.

Company/Organization: 7625 East Redfield Road

Role: Provide structural engineering services for the façade improvement of the exterior of a one-story, multi-tenant facility.

Chandler Mercado

Similarities: Chandler Mercado involved the modification of many facets of the building. The emphasis was re-using as much of the structure as possible during the design phase. In addition, Struktur closely worked with the contractor during construction (Struktur performed the special inspections) to address unforeseen conditions as well as field changes. This project was completed in 2007.

Company/Organization: Chandler Mercado

Role: Provide structural engineering services for the renovation of the exterior façade and addition of new shops.

Inspirador

Similarities: This project involved carefully augmenting the existing façade without destroying the key characteristics of the nearly 100 year old structure. Struktur provided construction documents that were compatible with the contractor's skill-set and with the architect's intent. This project was part of the Boston Street revitalization promoted by the City of Chandler.

Company/Organization: Inspirador

Role: Provide structural engineering consulting services for the exterior and interior enhancement of the building.

Project Understanding + Approach

Project Understanding

In collaboration with the City of Avondale and individual business owners, Circle West Architects will provide experience based design and construction administrative services in an inclusive manner to develop practical plans to augment and improve each of the business and property owners facades. Additionally, a careful evaluation of the business owners building facades to correct city code violations to be in general conformance with the Old Town Avondale Business District Design Guidelines for the project.

Upon preliminary plan completion, Circle West Architects will present to the City of Avondale and eligible participants for approval. After approval of the preliminary plans by both the City of Avondale and the eligible participant, Circle West will present with full plans and specifications for the project for construction permit.

During the bidding phase of the approved work, Circle West will solicit at least three bids from third-party licensed general contractors. As the contracts are awarded Circle West will coordinate and assist the eligible participants and the City of Avondale with general contractor procurement. As part of construction administrative services, Circle West will provide the following: perform evaluation of the work to ensure following contract documents, provide a review of periodic payments to the general contractor.

Client Consultation Process

With the understanding of the strong emotional interests among stakeholders relative to revitalization and a personal connectivity to the City of Avondale's history and cultural heritage, Circle West Architects will listen to initial thoughts and concerns that each eligible participant may have. Upon fully understanding of each individual eligible participants needs and desires, Circle West will provide design idea's that are sensible and practical and reinforce the unique original Old Town main street character.

"WE BELIEVE THAT THE ENVIRONMENT SHAPES OUR VALUES - WHO WE ARE AS PEOPLE AND AS A COMMUNITY. THE RELATIONSHIPS WE BUILD WITH OUR CLIENTS ARE OF THE UTMOST IMPORTANCE TO OUR ORGANIZATION."

Peter M. Koliopoulos, AIA

Project Understanding + Approach

Design Process

We will meet with each property and business owner to understand their specific needs to enhance their business. With those ideas, we will coordinate alternative design concepts for each business and property that also reinforce the towns streetscape experience. The design concepts will include various approaches including the following: materials, color, specific door detailing, graphics, lighting, outdoor seating, and solar orientation.

General Contractor Procurement Process

As part of the General Procurement process Circle West will prepare the necessary Contract Documents for use in bidding out the work to General Contractors. Circle West will also conduct a Pre-Bid meeting with all interested General Contractors to review the Contract Documents and review the proposed Scope of Work. During the Pre-Bid meeting Circle West will respond to any questions that the General Contractors may have and issue Addendum, if necessary.

The Contract Documents shall consist of the following, but not limited to:

- The final permitted Construction Documents and Project Specifications.
- Bid Form that outlines how the bids are to be submitted and provides the necessary dates related to the Bidding of the work.
- Any proposed alternates to the Project.
- Sample of the City of Avondale's proposed Contract with the General Contractor.
- City of Avondale's General Conditions.
- Davis-Bacon and Related Acts "Report of Construction Contractor's Wage Rates" Form WD-10.

General Contractor Contract Execution Process

Circle West and the team proposed for the RFQ are very accustomed to administering in the Contract with the General Contractor. Circle West will administer the General Contractor's Contract with the City of Avondale and provide the City with a monthly summary report that outlines the work completed, current conformance to the Project schedule, General Contractor's monthly application for payment, and conformance with the wage determination scales.

Project Understanding + Approach

Davis-Bacon Labor Standards

As part of the Contract Documents used for bidding the Project, Circle West will require each General Contractor to submit a copy of the United States Department of Labor "Report of Construction Contractor's Wage Rates" Form WD-10. The form will be required to be filled out by the General Contractor and the Subcontractors bidding on the work. These forms will then be evaluated by Circle West to confirm that they meet the requirements defined by the City of Avondale.

Also, as part of the monthly General Contractor's Requests for Payment they will be required to provide payroll documentation for all trades requesting payment on the United States Department of Labor "Payroll Form" Form WH-347. This will ensure that the General Contractor and their Subcontractors are complying with the bid requirements. Any discrepancies of violations will be brought to the attention of the City of Avondale's Project Manager for resolution. Circle West would also perform spot interviews with workers on-site to ensure compliance with the Davis-Bacon wage rates.

Construction Administration

Circle West will perform Construction Administration Services after the agreement between the City of Avondale and the General Contractor is executed. The Construction Administration Services shall consist of, but not limited to:

- Periodic site visits to evaluate that the work is in conformance with the Contract Documents.
- Reviewing of shop drawing submittals for the work being performed.
- Responding to General Contractor's "Requests for Information (RFI's) during the construction phase.
- Reviewing and approving the General Contractors monthly "Application for Payment".
- Review General Contractor Change Orders and evaluate them based on the original scope of work outlined in the bid documents and confirm pricing is in alignment with industry standards.
- Issue punchlists once construction is substantially complete.
- Assemble the Project close-out documents and warranties / guarantees from the General Contractor at the completion of the project. The close-out documents will be turned over to the City of Avondale Project Manager.
- Perform a one-year warranty walk with the City of Avondale Project Manager and the General Contractor to identify any warranty related repairs that need to be performed prior to the warranty expiration.

Project Understanding + Approach

Quality Control

Circle West ensures quality in their work by instituting a series of checks and balances that occur during each phase of the design process.

To start the design process, Circle West will conduct a review of the existing premises to document the area of work and any specific conditions that need to be included as part of the work. This will provide the design team with the basis for their work.

Once design work commences, Circle West will perform comprehensive reviews of the design drawings for coordination between the various building systems as well as ensures that the design direction is meeting the needs of the Client.

At the end of each review a comprehensive report will be issued to the entire team that summarizes the review and items that are to be addressed prior to proceeding on to the next design phase.

Dispute Resolution

Circle West will provide Dispute Resolution as is outlined in the agreement between the City of Avondale and the selected General Contractor.

Circle West's process will be to review any requests based on the information contained in the Contract Documents and any additional materials provided to the contractor. At the end of the review Circle West will provide a written evaluation of the request with our recommendation to the City of Avondale.

Alternate Approaches

Circle West would propose an alternative approach of Pre-Qualifying two or three General Contractors based on their related experience on similar projects, their proposed contractor fee, general conditions, and any other related costs they would incur. This would allow the contractor to assist in the design process to ensure that the overall project budget and schedule expectations are being met. Once the design work is completed the contractor will be required to bid out the work to at least three (3) subcontractors for each trade and provide a comprehensive analysis of the bid from the subcontractors.

If necessary, this would allow for the contractor to identify any long-lead items that would need to be ordered early to ensure the project schedule is maintained. In Circle West's experience this process has proven itself to be of value to our Clients as it ensures that the design is paralleling the project budget.

Another alternate approach we would like to propose to the City is, if possible, have all designated properties agree to proceed with their work together as one bid package. This would mean that one General Contractor and Subcontractor team would be responsible for the work and allow for similar level of finishes and detail to be achieved on a larger scale. It would also help to leverage the funds being provided by the City to get the most value for. The Project would experience potential costs savings because of larger material quantities being procured at a better price. Also, one General Contractor performing one scope of work would limit multiple contracts for limited scopes of work and having only one project to manage versus up to five individual projects.

Licenses; Governmental References

Licenses + Certifications

Peter M. Koliopoulos, AIA

Circle West Architects, P.C.

Licensed Architect
Arizona #35690
Nevada #6309
Utah #5723083-0301
Colorado #304090
Illinois #001-013215
NCARB Certified

Moazam Khan

Circle West Architects, P.C.

Dudley Campbell, AIA

Circle West Architects, P.C.

Licensed Architect
Arizona #44528
NCARB Certified

David P. Luneng, P.E.

Struktur Studio, LLC
Arizona – Structural #35222
California – Civil #C62938
New Mexico - Civil and Structural #16327
Nevada – Civil #017251

Governmental References

Circle West Architects

Kim Chafin, AICP
City of Scottsdale
7447 E. Indian School Road
Scottsdale, Arizona 85251
Tel. (480) 312-7734

Meredith Tessier
City of Scottsdale
7447 E. Indian School Road
Scottsdale, Arizona 85251
Tel. 480.312.4211

Boyd Hunting
City of South Jordan, Utah
1600 West Towne Center Dr
South Jordan, Utah 84157
Tel. 801.253.5203 ext. 1283

Struktur Studio:

Kush Biniazan, P.E.
City of Phoenix
Development Services
200 West Washington Street
Phoenix, AZ 85225
Tel. 602.262.6443

Attah Emadi, P.E.
City of Phoenix
Development Services
200 West Washington Street
Phoenix, AZ 85225
Tel. 602.495.5784

Bill Griffin
Maricopa City
45145 W. Madison Ave.
Maricopa, AZ 85239
Tel. 520.316.6926

"DESIGNING INNOVATIVE ENVIRONMENTS THROUGH EXTRAORDINARY RELATIONSHIPS"

Moazam Khan
Team Leader
Circle West Architects

ROLE

As Team Leader, Moazam will have full responsibility for the day-to-day management of the renovations project. Moazam will be the main contact for the City of Avondale and the sub-consultants during all phases of design and construction. He will focus on all documentation with the renovations and ensure that the design concepts are reinforced through the evolution of the project.

BENEFITS TO CITY OF AVONDALE

Successful team leader experience.

Knowledge of meeting local codes and ordinances.

Ability to prioritize and communicate critical path items.

EDUCATION

Master of Architecture
University of Illinois - Chicago, 2000

PROFESSIONAL AFFILIATIONS

American Institute of Architects Associate

U.S. Green Building Council

Valley Forward

RELEVANT EXPERIENCE

Verrado Welcome Center
Buckeye, Arizona

Continental Center
Building Renovation
Scottsdale, Arizona

Daybreak Village Center
5 New Mixed-Use Buildings
South Jordan, Utah

Scottsdale Centrovida
Mixed-Use Redevelopment
Scottsdale, Arizona

Building T at Market Street
Scottsdale, Arizona

Amaranth Village Center
Goodyear, Arizona

Hercules Town Center
Hercules, California

Aspen Park
Flagstaff, Arizona

"HIS ABILITY TO LEAD AND COMMUNICATE THE OWNERS WISHES TO THE DESIGN TEAM HAS BEEN MUCH APPRECIATED."

David Linthicum,

Verrado Commercial Development

Peter M. Koliopoulos, AIA
Design Leader
Circle West Architects

ROLE

As Design Leader for the project, Peter M. Koliopoulos, AIA, will provide design oversight and design coordination of the renovations working closely with City of Avondale and business owners.

BENEFITS TO CITY OF AVONDALE

Commitment to sustainable design excellence.

Successfully led renovation projects.

Multi-faceted approach and ability in evaluating design ideas and solutions.

EDUCATION

Bachelor of Architecture, Honors
Illinois Institute of Technology, 1986

REGISTRATION

Licensed Architect, Arizona #35690

NCARB Certified

PROFESSIONAL AFFILIATIONS

US Green Building Council (USGBC)

American Institute of Architects

Urban Land Institute

Society for College + University Planning

ASU Council for Design Excellence

RELEVANT EXPERIENCE

Daybreak Village Center
Mixed-Use Towncenter
5 New Buildings
South Jordan, Utah

Continental Center
Building Renovation
Scottsdale, Arizona

Verrado Welcome Center
New Community Building
Buckeye, Arizona

ASU Off-Campus & Commuter Student Services Center
Building Renovation
Tempe, Arizona

ASU Ceramics Graduate Studio Relocation
Building Renovation
Tempe, Arizona

Arcadia Office Suites
Interior Improvements
Phoenix, Arizona

"SOME OF OUR CLIENTS ENGAGE US TO REFINE A POINT OF VIEW AND NARROW THE FIELD OF OPPORTUNITIES TO A CLEAR CHOICE. FOR OTHERS IT SERVES AS A STARTING POINT AND SETS A DIRECTION FOR DESIGN AND INNOVATION."

Peter M. Koliopoulos, AIA

Dudley Campbell, AIA
Director of Architecture
Circle West Architects

ROLE

As Director of Architecture, Dudley Campbell, AIA, will be responsible for the overall review of the documents for correcting code violations on the project.

BENEFITS TO CITY OF AVONDALE

Extensive experience with successful renovation projects.

Responsible for project scheduling and staffing to maintain the goals of the project.

Ability to work in team environment to ensure success at all levels.

EDUCATION

Bachelor of Architecture
Illinois Institute of Technology, 1991

PROFESSIONAL REGISTRATION

Licensed Architect, Arizona #44528

NCARB Certified

PROFESSIONAL AFFILIATIONS

US Green Building Council

American Institute of Architects

RELEVANT EXPERIENCE

Daybreak Village Center
Mixed-Use Towncenter
5 LEED Certified Buildings
South Jordan, Utah

Continental Center
Existing Building Remodel
Scottsdale, Arizona

Verrado Welcome Center
New Community Building
Buckeye, Arizona

U.E.B Tenant Improvement
LEED Silver Certification
Scottsdale, Arizona

ASU Off-Campus & Commuter
Student Services Center
Existing Building Remodel
Tempe, Arizona

ASU Ceramics Graduate
Studio Relocation
Existing Building Remodel
Tempe, Arizona

"DUDLEY IS THE BEST ARCHITECT I HAVE EVER WORKED WITH!"

Rich Piper,

ASU Assistant Supervisor,
School of Art

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR STATEMENTS OF QUALIFICATIONS

Design and Construction Administration Services for the
Western Avenue Business Renovation
NS 09-032

Addendum No. 1

Circle West Architects, P.C., affirms that ADDENDUM No. 1 has
(Name of Vendor)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

Signed _____ Date 12.16. 2008

PETER KOLIOPOULOS
Print Name

President + Founder
Title

Circle West Architects, P.C.
Company Name

8700 E Via de Ventura, Suite 100
Address

Scottsdale, Arizona 85258
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT C
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CIRCLE WEST ARCHITECTS, P.C.

[Scope of Work]

See following pages.

SCOPE OF WORK

WESTERN AVENUE BUSINESS RENOVATION

1. Background. The City of Avondale (the "City") has allocated $165,204 in Community Development Block Grant ("CDBG") funds to assist business and property owners located on Western Avenue Business Renovation between Dysart Road and Central Avenue in Avondale, Arizona with the renovation of their building fronts and correction of City Code violations (the "Project"). The purpose of the Project is to improve the visual appearance of buildings along Western Avenue between Dysart Road and Central Avenue while preserving their unique and original Old Town Main Street character. This Project is being undertaken to achieve some of the goals of the Downtown Revitalization Plan, currently in the final stages of development, as well as to build upon previous efforts to revitalize the area which included street-scaping and parking improvements completed in 2002 and the establishment of the Old Town Avondale Business District Design Guidelines (the "OTABDDG") in 2000.

The current condition of the area as defined by the Existing Conditions Report of the Old Town Revitalization Plan efforts is as follows:

> "This area exhibits both the strongest emotional interests among stakeholders relative to revitalization and a personal connectivity with respect to the City of Avondale's history and cultural heritage. A fair characterization of this retail corridor is an "underdeveloped market" with fairly strong and visible signs of economic inactivity, i.e. vacant buildings, and non-commercial uses, i.e. non-profits, community service entities, etc. Elements for significant retail growth are in place with major municipal improvements like the fire station, police substation, New Old Town Library, and infrastructure related to landscaping and sidewalk improvements. Very often, these elements are persuasive factors in spurring area development."

2. Purpose. The Contractor will provide design and construction administration services to develop plans for individual property and business owners (the "Eligible Participants" as defined below) to improve their building facades and correct City Code violations in general conformance with the OTABDDG (the "Services"). It is anticipated that approximately seven (7) businesses will be assisted. It is anticipated that most of the improvement projects will include the installation or repair of windows, doors, paint, exterior wall treatments, awnings, overhangs and signs. It is critical to add features to the buildings that add character and visual appeal to enhance the fairly plain existing buildings. The renovations may be as simple as incorporating multiple color schemes or more involved such as installing overhangs and awnings. It is also critical that a minimum professional sign standard is achieved to enhance the marketability of the businesses.

The Project is funded with federal CDBG funds which will require the Contractor's compliance with federal regulations as defined herein. The City will use the CDBG funds to assist the Eligible Participants renovate their businesses and properties by providing the Eligible Participants five-year forgivable loans which are forgiven one-fifth (1/5th) per year so long as the properties are maintained in accordance with City Code. The CDBG funds will be paid to the Contractor for the Services portion of the Project and the general contractor for the

renovation portion of the Project. The Eligible Participants will be pre-qualified by the City before working with the Contractor and the general contractor. Pre-qualification of Eligible Participants will include screening for compliance with local codes and ordinances as well as financial underwriting of the improvement project. The City shall pay Contractor a price not to exceed $45,000.00 for the Services as set forth in the Budget and Payment Schedule, attached hereto as Exhibit D. The Contractor will provide the Services under the general direction of the City.

3. Eligibility. Individual property and business owners located on Western Avenue in Avondale, Arizona who meet the following criteria will be determined eligible for the Project ("Eligible Participants").

a. Be current on property taxes
b. Have a current business license
c. Be in compliance with City Codes (see note below)
d. Have current business plan
e. Demonstrate financial viability
f. Have at least a one-year lease on the building
g. If building is vacant have a viable business and lease plan

Note: Renovation work must include exterior improvements but may also include correcting interior City Code violations such as electrical and structural repairs.

4. Scope of Work.

The City will perform the following:

a. Meet with interested business and property owners to discuss the Project.

b. Determine the eligibility of the interested business and property owners based the eligibility criteria.

c. Refer the Eligible Participants to the Contractor and the general contractor.

d. Review and approve the Contractor's preliminary plans.

e. Review and approve the Contractor's final plans and specifications.

f. Oversee the work of the Contractor.

g. Pay the Contractor for the Services.

h. Prepare construction contracts between the City and the general contractor for the renovation portion of the Project by the general contractor.

i. Prepare promissory notes and deeds of trust for the five-year forgivable loans for the Eligible Participants.

j. Complete an environmental review of the Eligible Participants' businesses and properties pursuant to 24 C.F.R. Part 58 and provide the Contractor with the resulting compliance requirements.

The Contractor will perform the following:

a. Meet with the Eligible Participants.

b. Develop preliminary plans for the Eligible Participant's and the City's review and approval.

c. Develop full plans and specifications for the Eligible Participant's and the City's approval.

d. Assist the Eligible Participants obtain the necessary construction permits.

e. Assist the City with the procurement of the single general contractor to perform the renovation portion of the Project.

f. Perform interim construction inspections to ensure adherence to the general contractor's contract specifications.

g. Administer the general contractor's construction contract under the general direction of the City.

h. Approve periodic payments to the general contractor for payment by the City.

i. Submit monthly invoice requests to the City for the Services.

j. Interview workers to ensure compliance with Davis-Bacon wage rates and document results on HUD Form HUD-11.

k. Perform final inspection and approval of work of the general contractor.

5. Project Scope. Each Eligible Participant is eligible to receive approximately $20,000 worth of Services and general contractor related services in the form of a five-year forgivable loan which is forgiven one-fifth (1/5th) per year for the following types of renovations:

a. Exterior Painting
b. Business signs
c. Awnings
d. Windows

e. Doors
f. Canopies
g. Exterior Lighting
h. Handicapped accessibility
i. Canopy repair and installation
j. Architectural enhancements
k. Architectural and design fees
l. Repairs to exterior walls
m. Correction of City Code violations

6. Application and Plan Review Process. Business and property owners who choose to participate in the Project will meet with City staff for a consultation and review of eligibility criteria. After all documentation of eligibility is received, the Eligible Participants will work with the Contractor to develop preliminary plans for the Services portion of the Project. The preliminary plans will be presented to the Eligible Participant and the City for approval. Once the preliminary plans are approved by the Eligible Participant and the City, the Contractor will proceed with full plans and specifications for the Services portion of the Project.

7. Construction. The construction must be performed by a third-party licensed general contractor. The City, with the assistance of the Contractor, will procure a single general contractor for the renovation portion of the Project. The City will provide the Contractor with a copy of the construction contract for the renovation portion of the Project between the general contractor and the City.

8. Forgivable loan Conditions. The loan to each Eligible Participant will be forgiven over a five (5) year period contingent upon continued maintenance of the building. The Eligible Participant and property owner, if different, must sign a promissory note and a deed of trust recorded against the assisted property. **The City shall be listed as the beneficiary for all loans.**

9. Schedule of Completion. It is expected that approximately seven (7) businesses will be assisted. The approximate time line for completion of the Services is fourteen (14) months.

Schedule of Completion	
Task	Timeline
Complete four projects	November 30, 2009
Complete seven projects	June 30, 2010

10. Contractor Staffing. The Contractor shall assign the following primary and secondary contact for contract transactions.

Primary Contact:

Moazam Khan
Circle West Architects, P.C.
8700 East Via De Ventura, Suite 100
Scottsdale, Arizona 85258
(480) 609-1000
moazam@circlewest.net

Secondary Contact:

Peter M. Koliopoulous, AIA
Circle West Architects, P.C.
8700 East Via De Ventura, Suite 100
Scottsdale, Arizona 85258
(480) 609-1000
peter@circlewest.net

13. City of Avondale Staffing. The City will assign the following staff member as the primary contact for contract transactions.

Andrew Rael
CDBG Program Manager
(623) 333-2715
arael@avondale.org

EXHIBIT D
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CIRCLE WEST ARCHITECTS, P.C.

[Budget and Payment Schedule]

See following page.

City of Avondale Budget

Recipient	Circle West Architects, PC			Date	
Contract No		Contract Period	April 20, 2009 to June 30, 2010	Amendment No.	
Activity	Western Avenue Business Improvements - Approx 7 Projects			Amendment	Yes ☐ No ☐
Recipient Address	8700 E. Via de Ventura, Suite 100	Scottsdale, AZ		Zip	85258
Contact Person	Moazam Khan	email	Moazam@circlewest.net	Phone	480-609-1000
NFS Representative	Ruth Clark	email	rclark@avondale.org	Phone	623-333-2724

Budget amendments must be approved in advance by the City of Avondale.

Budget Line Item or Activity Number	Amount	Amendment 1 CDBG Funds	Amendment 2 CDBG Funds		Total Budget
Architectural Services	$45,000.00				$45,000.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
Totals	$45,000.00		$0.00	$0.00	$45,000.00

Recipient Authorized Signature (for amendment)	Date	Title		Date
		For City Use Only		
NFS Representative (for amendment)	Date		NFS Director (for amendment)	Date

CITY COUNCIL REPORT

SUBJECT:
Contributions Assistance Program

MEETING DATE:
April 20, 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 City Council approve a time line for the Contributions Assistance Program, appoint a Council Subcommittee to review and recommend funding, approve a staff committee to review applications for eligibility, and determine the criteria to use for eligibility.

BACKGROUND:

The Contributions Assistance Program was established by City Council to provide a supplemental funding source to those organizations providing services to the residents of the City of Avondale. The program has changed over the past few years to reflect the priorities of the Council and the financial constraints of the budget. In 2003 the City Council limited funding to those organizations providing health and human services. The following is the funding history:

- FY 2005: $50,000
- FY 2006: $60,000
- FY 2007: $110,000
- FY 2008: $80,000
- FY 2009: $80,000

Nineteen applications were received for Fiscal Year 2008-2009. The total funding request from all applications totaled $251,695. Council approved the funding of thirteen non-profit agencies totaling $80,000. The Phoenix Greyhound Racing Foundation contributed an additional $2,000. Attached is a chart which contains the agencies that applied for funding, the amount requested, and the amount received.

DISCUSSION:

Staff recommends the following schedule for Council consideration and approval:

- April 22, 2009: Notification and applications sent to all potential applicants.
- May 22, 2009: Deadline for application submission.
- May 26 - 29, 2009: Staff committee review of applications.
- June 1 - 5, 2009: Council Subcommittee review of applications.
- June 15, 2009: Council Subcommittee recommendation to be presented to full Council.

The above schedule allows approximately thirty days from the time the request for applications is distributed to the time the completed applications are due. Once the applications are received, the staff committee will review them to ensure eligibility. The following is the staff review committee:

- Sylvia Sheffield, Social Services Manager
- Janeen Gaskins, Grants Manager

- Chris Lopez, Youth Development Coordinator
- Andrew Rael, CDBG Manager
- Sheila Patton, Resource Center Coordinator

The staff committee will forward the eligible applications to the Council Subcommittee for evaluation of applications, selection, and determination of funding levels. Council is requested to appoint members to the Council Subcommittee for this process. The Council Subcommittee for FY 2008-2009 was:

- Mayor Marie Lopez Rogers
- Councilmember Stephanie Karlin
- Councilmember Jim Buster

Staff is also requesting that City Council approve the criteria to assist in the determining program recommendations. The following criteria is recommended:

1. Applicants must provide direct services which improve the health and welfare of Avondale residents.
2. Applicants that received previous funding must be current in their reporting and have submitted timely and accurate quarterly reports.
3. Applicants must demonstrate the ability to generate revenue from other sources. Priority will be given to special projects, however, requests for operating support toward direct and measurable services will be considered. Administrative costs will not be eligible.
4. Priority will be given to services and initiatives that support and address City Council goals. These goals are available at www.avondale.org under the City Government link. Examples of initiatives that align with council goals include opportunities for at-risk youth and children, housing and community development programs, asset development services, homelessness prevention, and healthy lifestyle initiatives.
5. Services provided at the Care1st Avondale Resource and Housing Center will be given priority.

The only proposed change from the previous year criteria is the proposed addition of number 5 which provides priority for services provided in the new Resource and Housing Center. The addition of this item is meant to encourage additional agencies to provide services in the Center.

BUDGETARY IMPACT:

Council has recommended the amount of $40,000 for the Contributions Assistance Program for FY 2009-2010. This amount is included in the general fund budget for FY 2009-2010.

RECOMMENDATION:

Staff recommends that the City Council approve a time line for the Contributions Assistance Program, appoint a Council Subcommittee to review and recommend organizations to receive assistance, approve the staff committee to review applications for eligibility, and determine the criteria to use for eligibility.

ATTACHMENTS:

Click to download

- Agency Funding FY 2009

FY 2008-2009 Contributions Assistance Program Fund Distribution

	Recommended Agencies	Amount Requested	Council Recommendation
1	Lakin Park Project	$ 28,000	$ 10,000
2	Teen Outreach Pregnancy Svcs. (TOPS)	$ 15,000	$ 10,000
3	Boys & Girls Club	$ 15,000	$ 10,000
4	New Life Center	$ 10,000	$ 8,000
5	Civitan	$ 7,500	$ 7,500
6	Junior Achievement	$ 10,000	$ 7,000
7	West Valley Child Crisis Center	$ 10,000	$ 6,500
8	Alzheimer's Association	$ 10,000	$ 5,000
9	All Faith Community Services	$ 5,000	$ 5,000
10	Southwest Lending Closet	$ 8,000	$ 4,000
11	Southwest Community Network	$ 15,000	$ 3,000
12	St. Mary's Food Bank	$ 5,000	$ 3,000
13	Teen Lifeline	$ 5,000	$ 3,000
14	FACTS	$ 80,000	0
15	Advocated for the Disabled (AFD)	$ 7,420	0
16	Foundation for Senior Living (FSL)	$ 6,775	0
17	Casa Center	$ 6,000	0
18	West Valley Arts Council	$ 5,000	0
19	YMCA	$ 3,000	0

Total amount requested - all agencies: $ 251,695
Total amount recommended for funding: $ 82,000
(includes $2,000 donation from Greyhound)

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1362-409 - Pre-Annexation Development Agreement-Carlos O'Brien's

MEETING DATE:
April 20, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance authorizing a pre-annexation development agreement with Carlos O'Brien's Scottsdale, LLC relating to approximately 17 acres of property immediately adjacent to an approximate 4.25 acre parcel to be acquired by the city, on which the city intends to construct the American Sports Center indoor recreation facility and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On August 11, 2008 Council approved the City Center specific area plan, which places a priority on achieving high quality, urban style development in the area and envisions the basic street layout.

On January 12, 2009 Council approved the acquisition of property in the City Center for a community recreation facility and approved an operating and maintenance agreement with American Sports Centers to manage the facility for the City.

On February 2, 2009 Council approved a design contract with David Evans and Associates to design the streets, water and sewer lines, drainage and traffic infrastructure in the City Center area east of Avondale Blvd.

All of these projects are now moving forward and the City would like to facilitate the annexation of adjacent properties and dedication of rights of way required for the infrastructure.

DISCUSSION:

The City and Carlos O'Brien's desire that the O'Brien property be annexed into the corporate limits of the city and be developed as an integral part of the City Center Specific Planning Area. The development agreement will (i) set forth the conditions, terms, and requirements for the annexation of the O'Brien property (ii) establish the permitted uses for the O'Brien property along with the density and intensity of uses (iii) establish the conditions, terms, and requirements for the construction, installation, and financing of infrastructure. The City and Carlos O'Brien's acknowledge that the agreement will result in significant planning and economic benefits to the city, including (i) orderly development of the O'Brien property, (ii) increase sales tax and other revenues to the city based upon improvements to be constructed on the O'Brien property (iii) increase employment in the city. The City is in the process of creating a zoning district for the City Center Specific Planning Area. The city is mandated to designate the initial zoning for the parcel as RR-43. Carlos O'Brien's intends to submit a rezoning application consistent with the City Center Zoning District. The agreement permits O'Brien's to continue to use the property for agricultural purposes until such time that O'Brien's is ready to commence development. As a part of the development of the American Sports Center facility, the City at its sole cost and expense will construct City Center Drive; provide roadway

improvements along Avondale Boulevard; install a traffic signal at the intersection of Avondale Boulevard and City Center Drive when warranted; establish the Park Avenue Right-of-Way which will be used for drainage improvements for conveyance and storage. Carlos O'Brien's will grant the city the required right-of-way and temporary construction easements, at no cost to the city, for the city to construct the roadway and drainage improvements in the City Center Plan Area.

BUDGETARY IMPACT:

There is no direct expense associated with the approval of the pre-annexation development agreement. The cost to construct the roadway and drainage improvements described within the agreement was budgeted in the City Center improvement project that is currently under design by David Evans & Associates.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance authorizing a pre-annexation development agreement with Carlos O'Brien's Scottsdale, LLC relating to approximately 17 acres of property immediately adjacent to an approximate 4.25 acre parcel to be acquired by the city, on which the city intends to construct the American Sports Center indoor recreation facility and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Ordinance 1362-409

ORDINANCE NO. 1362-409

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE PRE-ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF AVONDALE AND CARLOS O'BRIEN'S SCOTTSDALE LLC.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Pre-Annexation Development Agreement the between the City of Avondale and Carlos O'Brien's Scottsdale LLC is hereby approved in the form attached hereto as Exhibit A.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps 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 20, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1362-409

[Pre-Annexation Development Agreement]

See following pages.

When recorded, return to:
City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

PRE-ANNEXATION DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF AVONDALE

AND

CARLOS O'BRIEN'S SCOTTSDALE LLC

PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARLOS O'BRIEN'S SCOTTSDALE LLC

THIS PRE-ANNEXATION DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the CITY OF AVONDALE, an Arizona municipal corporation (the "City"), and CARLOS O'BRIEN'S SCOTTSDALE LLC, an Arizona limited liability company (the "Owner"). The City and Owner may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner owns that certain real property located in Maricopa County, Arizona consisting of approximately 17 acres, legally described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the "O'Brien Property").

B. The O'Brien Property is immediately adjacent to an approximate 4.012 acre parcel to be acquired by the City, on which the City intends to construct an indoor recreation facility and related parking (the "Facility Property").

C. Owner and City desire that the O'Brien Property be annexed into the corporate limits of the City and be developed as an integral part of the City. The City has filed a blank annexation petition with Maricopa County that includes the O'Brien Property and the Facility Property and the requisite meetings and hearings have been, or will be, held in accordance with ARIZ. REV. STAT. § 9-471 *et seq*.

D. Owner plans to develop the O'Brien Property consistent with the City's approved Avondale City Center Specific Plan adopted by the City Council on August 11, 2008 (the "City Center Plan").

E. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, ARIZ. REV. STAT. § 9-500.05, in order to facilitate the annexation and development of the O'Brien Property by providing for, among other things: (i) the conditions, terms, and requirements for the annexation of the O'Brien Property by the City; (ii) the permitted uses for the O'Brien Property and the density and intensity of such uses; (iii) the conditions, terms, and requirements for the construction, installation, and financing of infrastructure; and (iv) other matters related to the development of the O'Brien Property.

F. The City and Owner acknowledge that the development of the O'Brien Property pursuant to this Agreement will result in significant planning and economic benefits to the City and its residents by, among other things: (i) requiring orderly development of the O'Brien Property; (ii) increasing sales tax and other revenues to the City based on improvements to be constructed on the O'Brien Property; (iii) increasing employment in the City. The Parties acknowledge that the development of the O'Brien Property pursuant to this Agreement will

result in significant benefits to Owner by providing assurances to Owner that it will have the right to develop the O'Brien Property in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, which are incorporated herein by reference, the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as follows:

1. Annexation. The City, after having followed the statutory requirements of ARIZ. REV. STAT. § 9-471 *et. seq.*, will duly consider whether annexation of the O'Brien Property into the City is in the best interest of the City. At the same meeting that this Agreement is approved, the Council of the City of Avondale (the "City Council") will, if deemed to be in the best interest of the City, adopt an ordinance annexing the O'Brien Property into the corporate limits of the City (the "Annexation Ordinance"). The City agrees that Owner (or any subsequent developer or owner of the O'Brien Property) shall not be required to pay to the City any application or other fee associated with annexation of the O'Brien Property to the City.

2. Development of O'Brien Property.

2.1 Initial Zoning. As part of the adoption of the final Annexation Ordinance annexing the O'Brien Property into the corporate limits of the City and pursuant to ARIZ. REV. STAT. § 9–471(L), the City is mandated to adopt zoning classifications which permit densities and uses no greater than those permitted by Maricopa County immediately preceding the annexation. Under the Maricopa County Zoning Ordinance, the O'Brien Property is currently zoned RU-43. The Parties agree that as part of the Annexation Ordinance, the City is mandated to designate the initial zoning for the O'Brien Property as RR-43.

2.2 Rezoning. The Owner agrees and understands that the City is in the process of creating a zoning district to implement the purpose and intent of the City Center Plan (the "City Center Zoning District"). The City understands that the Owner intends to submit a zoning application consistent with the City Center Zoning District upon such district becoming effective (the "Rezoning") in furtherance of and to implement this Agreement. The City, having exercised its discretion in approving this Agreement, agrees to cooperate subsequently with Owner in the processing of the Rezoning in an expeditious manner, subject to the City's review and due consideration in conformance with all notice and public hearing procedures required by statute or ordinance necessary for the Rezoning. The Parties agree that the Rezoning, if approved by the City Council in its sole discretion, will permit the development of the O'Brien Property in accordance with the City Center Plan and this Agreement and the City acknowledges that the Owner is entering into this Agreement with the understanding that it will be able to develop the O'Brien Property in a manner consistent with the City Center Plan. The City agrees that Owner (or any subsequent developer or owner of the O'Brien Property) shall not be required to pay to the City any application or other fee associated with the Rezoning. Upon approval of the Rezoning for the O'Brien Property, Owner shall have a contractually vested right to develop the O'Brien Property pursuant to the Rezoning, subject to this Agreement.

2.3 Anti-Moratorium. No moratorium, as that term is defined in ARIZ. REV. STAT. § 9-463.06, or other rule imposing a limitation on the development, conditioning, rate, timing or sequencing of the development of property within the City and affecting the O'Brien Property or any portion thereof shall apply to or govern the development of the O'Brien Property during the term hereof whether affecting preliminary or final plats, building permits, occupancy permits or other entitlements to use issued or granted by the City or the provision of municipal services to the O'Brien Property, except in compliance with the provisions of ARIZ. REV. STAT. § 9-463.06 as in force on the Effective Date. The Parties agree that if a subsequent law changes or repeals the standards or language of ARIZ. REV. STAT. § 9-463.06, which is set forth on Exhibit B and incorporated herein by this reference, such standards shall continue to apply to the O'Brien Property to the extent permitted by law.

2.4 Continued Agricultural Use of the O'Brien Property. The City acknowledges and agrees that, during and after the annexation and Zoning process, Owner may continue to use the O'Brien Property for agricultural purposes until such time as Owner commences development of the O'Brien Property consistent with the Zoning; provided, however, that the Owner's agricultural use of the O'Brien Property may be temporarily interrupted in conjunction with the City's road and utility improvements set forth in subsection 3.1 below.

3. Infrastructure/City Services. In order to facilitate development of the Facility Property and to provide opportunities for development on the O'Brien Property, the City and Owner intend that certain real property shall be exchanged and that the City shall construct certain infrastructure within the vicinity of the O'Brien Property, the Facility Property and the Corner Property (as defined in subsection 3.1(a)), as set forth below.

3.1 Road and Utility Improvements.

a. City Center Drive Right-of-Way. The City owns an approximately 26,824 square foot parcel of land at the southeast corner of Avondale Boulevard and the eventual alignment of City Center Drive, APN 102-57-008E, as depicted on Exhibit C, attached hereto and incorporated herein by reference (the "Corner Property"). The City and Owner intend that City Center Drive be constructed by the City east of Avondale Boulevard within a 75-foot right-of-way corridor located, in part, on the O'Brien Property, the Corner Property and the Facility Property, including angled parking along the south side of the street between 114th Avenue and Park Avenue. The City and Owner shall exchange such property as necessary to (i) create a City-owned 75-foot corridor necessary for the construction of City Center Drive, (ii) create a traffic circle not greater than 200 feet in diameter at the intersection of City Center Drive and 114th Avenue, (iii) construct the Avondale Boulevard Improvements (as defined in subsection 3.1(c) below) and (iv) provide Owner with the remnant portion of the Corner Property that is not necessary for the construction of City Center Drive and the improvements to Avondale Boulevard (the "Remnant City Parcel"). The property to be exchanged is generally depicted on the attached Exhibit D and incorporated herein by reference. The Remnant City Parcel shall be conveyed by the City to the Owner by special warranty deed, in the form attached hereto as Exhibit E and incorporated herein by reference, not later than the date that the Annexation Ordinance is effective for all or a portion of the O'Brien Property (the "Effective Date").

b. Construction of City Center Drive and Related Utilities. As part of development of the Facility Property, the City, at its sole cost and expense, shall construct City Center Drive, inclusive of road, curb, gutter, sidewalk, curb cuts for the O'Brien Property, stubbed wet/dry utilities, and landscaping (the "City Center Drive Improvements"). The City Center Drive Improvements shall be sized to accommodate development on the O'Brien Property (as the O'Brien Property will be developed consistent with the City Center Plan) and the Facility Property. Neither Owner nor any subsequent developer or owner of the O'Brien Property shall be required to reimburse or otherwise pay to the City any amounts related to the design, engineering, permitting, or construction of the City Center Drive Improvements.

c. Avondale Boulevard. As part of development of the Facility Property, the City, at its sole cost and expense, shall construct the improvements to Avondale Boulevard depicted on the attached Exhibit F, including installation of the landscaping between the back of curb and the sidewalk and maintenance of same until such time as development occurs on the adjacent property (the "Avondale Boulevard Improvements"). The Avondale Boulevard Improvements shall be sized and stubbed to accommodate development on the O'Brien Property (as the O'Brien Property will be developed consistent with the City Center Plan). Neither Owner nor any subsequent developer or owner of the O'Brien Property shall be required to reimburse or otherwise pay to the City any amounts related to the design, engineering, permitting, or construction of the City's improvements made to Avondale Boulevard.

d. Traffic Signal. When the City determines that traffic counts so warrant, the City, at no cost or expense to Owner, shall install a traffic signal at the intersection of Avondale Boulevard and City Center Drive. Neither Owner nor any subsequent developer or owner of the O'Brien Property shall be required to reimburse or otherwise pay to the City any amounts related to such traffic signal.

e. Park Avenue Right-of-Way. The City and Owner intend that the drainage improvements currently planned to be contained within Park Avenue shall be constructed by the City within a 164-foot corridor located, in part, on the O'Brien Property. The Owner shall dedicate that portion of the O'Brien Property to the City as necessary for the City to complete the 164-foot corridor necessary for the construction of the drainage improvements and Park Avenue; provided, however, that the City and Owner agree and understand that (i) the City will not be constructing the street improvements for the portion of Park Avenue lying across the O'Brien Property as part of its development of the Facility Property and that such street improvements shall be constructed by the Owner or the Owner's successors and assigns at a later date in conjunction with development on the O'Brien Property and (ii) the City will be responsible for constructing and maintaining the final park improvements in the Park Avenue right-of-way not later than the date that the Owner, its successors or assigns completes construction of the Park Avenue street improvements. The property to be dedicated by the Owner to the City for Park Avenue and the Drainage Improvements (as defined in subsection 3.1(f) below) is depicted on Exhibit D. The property to be dedicated for the Drainage Improvements is indicated on Exhibit D as, and referred to herein as, "Tract B" and the property to be dedicated for Park Avenue is indicated on Exhibit D as, and referred to herein as, the "Park Avenue Parcels" and shall be dedicated according to the following schedule: (i) Tract B shall be dedicated to the City not later than 30 days after the Effective Date as part of a subdivision plat

to be prepared by the City and (ii) the Park Avenue Parcels shall be dedicated to the City, along with the required street improvements thereon, not later than the date that a certificate of occupancy is issued for any building on the O'Brien Property; provided, however, that if the City constructs the portion of Park Avenue lying north of City Center Drive with a right-of-way width less than 164 feet (the "Reduced Right-of-Way"), the Owner shall be allowed to reduce the width of the Park Avenue Parcels to match the width of the Reduced Right-of-Way.

f. Drainage Improvements. As part of development of the Facility Property, the City, at its sole cost and expense, shall construct and thereafter maintain temporary and permanent drainage improvements to allow for conveyance and storage of approximately 80% of the surface drainage from that portion of the O'Brien Property lying east of the future alignment of 114th Avenue (the "Drainage Improvements"). The remaining approximately 20% of the surface drainage needs for that portion of the O'Brien Property lying east of the future alignment of 114th Avenue shall be the sole responsibility of the Owner to retain on the O'Brien Property. The Owner acknowledges that the City intends to construct that part of the Drainage Improvements over Tract B in a temporary fashion due to the unavailability of finished final grades for the balance of the O'Brien Property. The City agrees to take such steps as are necessary to ensure that the temporary drainage facilities on Tract B are properly dust-proofed in accordance with applicable law. In accordance with the timing requirement set forth in subsection 3.1(e) above, the City shall remove the temporary Drainage Improvements from Tract B and shall replace such temporary facilities with permanent Drainage Improvements/park facilities designed to accommodate the same amount of storm water conveyance and storage as the temporary facilities. The Owner specifically agrees and understands that accommodation for 80% of the surface drainage needs for that portion of the O'Brien Property lying west of the future alignment of 114th Avenue may be conveyed to and stored in the basin to be constructed by Owner along Avondale Boulevard and the remaining 20% of the surface drainage needs for that portion of the O'Brien Property lying west of the future alignment of 114th Avenue shall be the sole responsibility of the Owner to retain on the O'Brien Property. Neither Owner nor any subsequent developer or owner of the O'Brien Property shall be required to reimburse or otherwise pay to the City any amounts related to the design, engineering, permitting, or construction of the Drainage Improvements/park facilities.

g. Temporary Construction Easements. The Owner shall, at no cost to the City, grant to the City such temporary construction easements as are necessary for the City to construct the City Center Drive Improvements, the Drainage Improvements and the Avondale Boulevard Improvements.

3.2 Municipal Services. The City hereby agrees to include the O'Brien Property in any and all City service areas and to provide the O'Brien Property with police and fire protection services, refuse collection service, sewer service, and all other services provided by the City, in a manner comparable to those services provided to all similarly situated landowners and occupants of the City.

3.3 Drainage and Parking. The City Center Plan anticipates that the City will develop drainage and parking infrastructure and/or solutions that benefit the City Center area as a whole. Owner may use such drainage and parking infrastructure and/or solutions in the same manner as other property owners within the City Center area.

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

The City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attention: Charlie McClendon, City Manager
Facsimile: 623-333-0100

Copy to: GUST ROSENFELD, P.L.C.
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
Attention: Andrew McGuire
Facsimile: 602-340-1538

Owner: Sean O'Brien
Carlos O'Brien's Scottsdale LLC
7111 East Bell Road
Scottsdale, Arizona 85254
Facsimile: 480-367-8407

Copy to: Dana Stagg Belknap
Gallagher & Kennedy, P.A.
2575 East Camelback Road
Phoenix, Arizona 85016
Facsimile: 602-530-8500

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

5. Miscellaneous.

5.1 Waiver. Any waiver of the provisions of this Agreement must be in writing and signed by the appropriate officials or officers of the City or Owner. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the City or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

5.2 Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and Owner. Either Party may change its representative at any time, but each Party agrees to have a current, active representative appointed for discussion and review as further detailed in this Agreement. The initial representative for the City (the "City Representative") shall be David Fitzhugh, Assistant City Manager, and the initial representative for Owner (the "Owner Representative") shall be Sean O'Brien. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the O'Brien Property pursuant to this Agreement.

5.3 Timing. The City acknowledges the necessity for prompt review by the City of all plans and other materials submitted by Owner to the City hereunder or pursuant to any zoning, platting, permit, or other governmental procedure pertaining to the development of the O'Brien Property.

5.4 Default. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other Party (the "Cure Period"), shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform or comply so long as such Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation; provided further, however, that no such cure period shall exceed 120 days. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting Party shall have all rights and remedies provided by law or equity. A default by any owner of a portion of the O'Brien Property shall not be deemed a default by Owner or any other owner of a different portion of the O'Brien Property, and the City may not withhold or condition its performance under this Agreement as to any owner of a portion of the O'Brien Property who is not in default of this Agreement. With the exception of Owner, no owner of a portion of the O'Brien Property may enforce this Agreement as against any other owner of a portion of the O'Brien Property.

5.5 Construction and Headings. The descriptive headings of the sections/subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. When used herein, the terms

"include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other duly formed entity. If the last day of any time period stated herein should fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

5.6 Exhibits and Recitals. Any recital set forth herein and any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

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

5.8 Time of Essence. Time is of the essence in implementing the terms of this Agreement.

5.9 Successors. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto pursuant to ARIZ. REV. STAT. § 9-500.05(D); provided, however, Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the O'Brien Property or a portion thereof. Upon transfer of the O'Brien Property by Owner, the new owner shall automatically become Owner hereunder and the old Owner shall be released from this Agreement for that portion of the O'Brien Property that has been transferred.

5.10 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Owner and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

5.11 Entire Agreement. This Agreement and all exhibits thereto constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. In the event of a conflict between the text of this Agreement and the attached or incorporated Exhibits, the text of this Agreement shall control. In the event of a conflict among the attached or incorporated Exhibits, the more specific Exhibit shall control over the more general Exhibit, unless the context requires otherwise.

5.12 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the City and Owner. Within ten (10) days after any amendment to this Agreement, the City shall record such amendment, at Owner's sole cost, in the Official Records of Maricopa County, Arizona.

5.13 Names and Plans. Owner shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of Owner in connection with the O'Brien Property; provided, however, that in connection with any conveyance of portions of the O'Brien Property to the City such rights pertaining to the portions of the O'Brien Property so conveyed shall be assigned, to the extent that such rights are assignable, to the City. Notwithstanding the foregoing, Owner shall be entitled to utilize all such materials described herein to the extent required for Owner to construct, operate or maintain improvements relating to the O'Brien Property.

5.14 Good Standing: Authority. Each of the Parties represents and warrants to the other (a) that it is duly formed and validly existing under the laws of Arizona, (b) that it is an Arizona limited liability company, with respect to Owner, or municipal corporation, with respect to the City, duly qualified to do business in the state of Arizona and is in good standing under applicable State laws and (c) that the individual(s) executing this Agreement on behalf of the respective Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

5.15 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the City from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the City to take such action at its discretion, if such a construction is permitted by law. If, however, the City fails to take the action required hereunder within the applicable Cure Period described in Section 6.5 above, Owner shall be entitled to terminate this Agreement.

5.16 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona. In particular, this Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511.

5.17 Recordation. This Agreement shall be recorded, at Owner's sole cost, in its entirety, in the Official Records of Maricopa County, Arizona not later than ten (10) days after execution by the last Party.

5.18 No Owner Representations. If Owner does not develop the O'Brien Property, nothing contained herein shall be deemed to obligate Owner to complete any part or all of the development of the O'Brien Property.

5.19 Challenges to this Agreement. In the event that this Agreement or any approvals given by the City related to this Agreement are ever challenged, Owner reserves the right to intervene in such action at Owner's sole cost and expense.

5.20 Indemnifications, Warranties, and Representations Survive. All representations and warranties contained in this Agreement (and in any instrument delivered by or on behalf of any Party pursuant hereto or in connection with the transactions contemplated

hereby) are true on and as of the date so made, will be true in all material respects during the term of this Agreement. In the event that any representation or warranty by a Party is untrue, the other Party shall have all rights and remedies available at law or in equity.

5.21 Force Majeure. Notwithstanding any other term, condition or provision hereof to the contrary, in the event any Party hereto is precluded from satisfying or fulfilling any duty or obligation imposed upon such Party by the terms hereof due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of god, or other events beyond the control of such Party, the time period provided herein for the performance by such Party of such duty or obligations shall be extended for a period equal to the delay occasioned by such events.

5.22 Term and Effective Date. This Agreement shall be effective for the Parties' rights and responsibilities that shall occur before annexation of the O'Brien Property into the corporate limits of the City on the date it is approved by the Avondale City Council and operative for all purposes on the Effective Date. The term of the Agreement shall be fifteen (15) years from the date on which the Avondale City Council approves the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the Effective Date and hereby swear and affirm that are duly authorized in accordance with law to execute this Agreement.

"**City**"

CITY OF AVONDALE, an Arizona
municipal corporation

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Owner**"

CARLOS O'BRIEN'S SCOTTSDALE LLC,
an Arizona limited liability company

By:_____
Sean O'Brien, President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by Sean O'Brien, the President of Carlos O'Brien's Scottsdale LLC, an Arizona limited liability company.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

LIST OF EXHIBITS

A O'Brien Property Legal Description and Map

B Moratorium Statute

C Corner Property Legal description and Map

D Exchange/Dedication Property Map

E Special Warranty Deed for Remnant Parcel

F Depiction of Avondale Boulevard Improvements

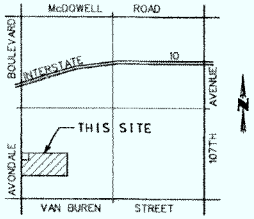
EXHIBIT A
TO
PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARLOS O'BRIEN'S SCOTTSDALE LLC

[O'Brien Property Legal Description and Map]

See following pages.

AVONDALE CITY CENTER
CARLOS O'BRIEN PARCEL
A.L.T.A./A.C.S.M.
LAND TITLE SURVEY

PART OF THE SOUTHWEST QUARTER, SECTION 6,
TOWNSHIP 1 NORTH, RANGE 1 EAST,
GILA AND SALT RIVER MERIDIAN
AVONDALE, MARICOPA COUNTY, ARIZONA



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION

PARCEL NO. 1

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER OF SAID SECTION 6;

THENCE NORTH 00 DEGREES 38 MINUTES 38 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1313.30 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER, ALSO BEING THE NORTHWEST CORNER OF G.L.O. LOT 7 OF SAID SECTION 6;

THENCE NORTH 89 DEGREES 44 MINUTES 03 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER (NORTH LINE OF G.L.O. LOT 7), 232.95 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 44 MINUTES 03 SECONDS EAST, ALONG SAID NORTH LINE, 930.67 FEET TO THE NORTHEAST CORNER OF SAID G.L.O. LOT 7;

THENCE NORTH 00 DEGREES 14 MINUTES 37 SECONDS EAST, ALONG THE EAST LINE OF G.L.O. LOT 6, A DISTANCE OF 3.00 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 03 SECONDS EAST, 74.65 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN DEED RECORDED AUGUST 16, 1983 IN INSTRUMENT NO. 83-326942, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 21 MINUTES 25 SECONDS WEST, ALONG SAID WEST LINE, 577.69 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 46 SECONDS WEST, ALONG A LINE BEING COINCIDENT WITH THE NORTH LINE OF THOSE CERTAIN PARCELS DESCRIBED IN DEED RECORDED IN INSTRUMENT NO. 84-460465 AND DEED RECORDED IN DOCKET 14758, PAGES 34 THROUGH 36, RECORDS OF MARICOPA COUNTY, ARIZONA, A DISTANCE OF 1176.52 FEET TO A POINT ON THE EAST LINE OF THE WEST 65.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE NORTH 00 DEGREES 38 MINUTES 38 SECONDS EAST, ALONG SAID EAST LINE OF THE WEST 65.00 FEET, A DISTANCE OF 563.68 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 03 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SAID G.L.O. LOT 7, A DISTANCE OF 167.84 FEET;

THENCE NORTH 00 DEGREES 38 MINUTES 38 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, 170.12 FEET TO THE POINT OF BEGINNING;

EXCEPT THOSE PORTIONS, IF ANY, LYING WITHIN THE FOLLOWING DESCRIBED PARCELS A, B AND C:

PARCEL A:

THAT PART OF G.L.O. LOT 7 DESCRIBED AS THE WEST 1 ACRE OF THE NORTH 5 ACRES OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 33 FEET THEREOF.

LEGAL DESCRIPTION

PARCEL B:

THE SOUTH 17.02 FEET OF THE NORTH 187.12 FEET OF THE WEST 232.82 FEET OF LOT 7, SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 65 FEET THEREOF.

PARCEL C:

THAT PART OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 3 FEET NORTH OF THE NORTHEAST CORNER OF LOT 7 IN SAID SECTION 6;

THENCE SOUTH 0 DEGREES 29 MINUTES WEST ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 971.22 FEET;

THENCE EAST 73.60 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN DEED RECORDED AUGUST 16, 1983 IN INSTRUMENT NO. 83-326942, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 971 FEET TO A POINT WHICH IS 74.10 FEET EAST OF THE POINT OF BEGINNING;

THENCE WEST 74.10 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION LYING SOUTH OF THE NORTH LINE OF PARCEL NO. 2 AS DESCRIBED IN DEED RECORDED IN INSTRUMENT NO. 85-100782, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:

THAT PART OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 3 FEET NORTH OF THE NORTHEAST CORNER OF LOT 7 IN SAID SECTION 6;

THENCE SOUTH 0 DEGREES 29 MINUTES WEST ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 971.22 FEET;

THENCE EAST 73.60 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN DEED RECORDED AUGUST 16, 1983 IN INSTRUMENT NO. 83-326942, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 971 FEET TO A POINT WHICH IS 74.10 FEET EAST OF THE POINT OF BEGINNING;

THENCE WEST 74.10 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION LYING SOUTH OF THE NORTH LINE OF PARCEL NO. 2 AS DESCRIBED IN DEED RECORDED IN INSTRUMENT NO. 85-100782, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 3.

THE SOUTH 17.02 FEET OF THE NORTH 187.12 FEET OF THE WEST 232.82 FEET OF LOT 7, SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 65 FEET THEREOF.

NOTES

THIS SURVEY IS BASED ON A COMMITMENT FOR TITLE INSURANCE BY STEWART TITLE GUARANTY COMPANY.
ORDER NO. 08260161 DATED 12/11/06

(1)(7) THE PROPERTY IS SUBJECT TO THE FOLLOWING, ACCORDING TO SCHEDULE B OF SAID COMMITMENT. ITEMS 1 AND 7 OF SAID SCHEDULE B ARE NOT SURVEY MATTERS AND ARE NOT REFERENCED HEREON.

(2) EASEMENT FOR ELECTRICAL FACILITIES AND RIGHTS INCIDENT THERETO.
BOOK 223 OF DEEDS, PAGE 155
DOES NOT AFFECT THE SURVEYED PROPERTY - MAPPED HEREON

(3) EASEMENT FOR COMMUNICATION FACILITIES AND RIGHTS INCIDENT THERETO.
DOCKET 37, PAGE 26
NOT MAPPABLE, INDEFINITE LOCATION

(4) EASEMENT FOR COMMUNICATION FACILITIES AND RIGHTS INCIDENT THERETO.
DOCKET 37, PAGE 27
NOT MAPPABLE, INDEFINITE LOCATION

(5) EASEMENT FOR DRAINAGE AND RIGHTS INCIDENT THERETO.
DOCUMENTS NO. 2002-1429603 & 2002-1429604
MAPPED HEREON

(6) EASEMENT FOR TEMPORARY CONSTRUCTION AND RIGHTS INCIDENT THERETO.
DOCUMENT NO. 2002-1429605
MAPPED HEREON

THE SURVEYED PARCEL CONTAINS NO STRIPED PARKING SPACES.

NO STREET ADDRESS OF THE SURVEYED PROPERTY IS AVAILABLE FROM THE CITY OF AVONDALE OR THE MARICOPA COUNTY ASSESSOR'S OFFICE.

BEARINGS AND DISTANCES NOT SPECIFIED AS RECORD OR MEASURED REPRESENT CVL FIELD MEASURED DATA.

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 61°56'03" EAST (GRID) BETWEEN THE SOUTHWEST CORNER (CONTROL POINT 115) AND THE EAST QUARTER CORNER (CONTROL POINT ROOS107) OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO CITY OF AVONDALE CONTROL DATA.

PARCEL AREAS

PARCEL	NET AREA (SQUARE FEET)	NET AREA (ACRES)	GROSS AREA (SQUARE FEET)	GROSS AREA (ACRES)
PARCEL NO. 1	711,046	16.323	711,046	16.323
PARCEL NO. 2	49,776	1.143	49,776	1.143
PARCEL NO. 3	2,857	0.066	2,857	0.066
TOTAL	763,678	17.532	763,678	17.532

CERTIFICATION

THIS IS TO CERTIFY TO STEWART TITLE GUARANTY COMPANY; THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION; AND CARLOS O'BRIEN'S SCOTTSDALE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1, 2, 4, 6, 9, 10, 11(A), 12 AND 13 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ARIZONA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

COE & VAN LOO
PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
TELEPHONE (602) 264-6831

W 1/4 COR., SEC. 6, T. 1 N., R. 1 E. FOUND BRASS CAP W/NO ID IN HANDHOLE

N88° 59'14"E 2469.82'(R2)
N88° 59'16"E 2469.75'(M)

1355.70'

1314.05'

CENTER, SEC. 6, T. 1 N., R. 1 E. FOUND 5/8" REBAR W/NO ID AFFIXED ALUMINUM CAP LS#36562

UNSUBDIVIDED
MORTENSEN FAMILY TRUST
DOC. #1995-0038175

N89° 44'03"E 930.67'(L)
N89° 03'15"E 931.32'(M)

N00° 14'37"E 3.00'(L)
N00° 24'30"W 3.00'(M)

74.65'(L)
N89° 44'03"E
73.97'(M)
N89° 03'15"E
73.96'

FOUND 1" BENT IRON PIPE 0.41'N, 0.30'W NOT ACCEPTED

S00° 16'39"E 3.00'

N89° 03'15"E 2475.19'

1237.06'

LOT 55

LOT 56

LOT 57

FOUND NAIL 0.50'S, 0.07'E NOT ACCEPTED

DIRT ROAD

WATERFORD SQUARE
BOOK 637 OF MAPS, PAGE 9
BOOK 683 OF MAPS, PAGE 27

TRACT F

BLOCK WALL FENCE COR. 0.42' EAST OF PROP. LINE

IRRIGATION DITCH

BLOCK WALL

674.55'

674.67'(M)
677.69'(L)

S00° 19'22"E
S00° 21'25"W

NO BUILDINGS PARCEL NO. 2

UNSUBDIVIDED
RETREAT AT WATERFORD
MULTI FAMILY L.P.
DOC. #2005-1162708

BLOCK WALL FENCE 0.38' EAST OF PROP. COR.

S89° 05'38"W
72.96'

1314.59'

N00° 24'30"W
640.04'

1308.01'

S89° 06'59"W 2480.72'(R1)
S89° 07'09"W 2480.66'(R2)
S89° 07'13"W 2480.64'(M)

S 1/4 COR., SEC. 6, T. 1 N., R. 1 E. FOUND MARICOPA COUNTY BRASS CAP IN HANDHOLE

AVENUE

111TH

BLVD.

AVONDALE

CHAINLINK FENCE

N89° 44'03"E 232.85'(L)
232.85'

END OF FENCE 1.87' EAST OF PROP. LINE .49' SOUTH OF PROP. LINE

170.12'(L)
170.12'(M)

N00° 38'38"E
N00° 02'19"W

UNSUBDIVIDED
CITY OF AVONDALE
DOC. #2003-0952421

N89° 44'03"E 167.84'(L)
N89° 03'15"E 167.84'(M)

17.02'

PARCEL NO. 3

N00° 02'19"W
17.02'

N89° 03'15"E 167.84'

FOUND 1/2" REBAR W/CAP LS#29268

RETENTION BASIN

DRAINAGE ESM'T
DOC. NO. 2002-1429603 ⑤
DOC. NO. 2002-1429604

503.68'(L)
503.72'(M)

4,486.70'

65'

N00° 38'38"E
N00° 02'19"W

8' ELECTRIC ESM'T WIDTH UNDEFINED ②
BK. 223 DEEDS, PG. 155

TEMP. CONST. ESM'T
DOC. NO. 2002-1429605 ⑥

N89° 05'38"E
65.01'

RETENTION BASIN

NO BUILDINGS
PARCEL NO. 1

S89° 05'38"W 1103.50'(M)
S89° 46'46"W 1176.52'(L)

UNSUBDIVIDED
ALLISON, FORREST & GLORIA
DKT. 14758, PG. 0034

UNSUBDIVIDED
ALLISON, FORREST B. & GLORIA A.
DOC. #84-460465

1172.63'

SW COR., SEC. 6, T. 1 N., R. 1 E. C.O.A. CONTROL POINT "115" FOUND BRASS CAP W/NO ID IN HANDHOLE

VAN BUREN STREET

LEGEND

⊕	INDICATES BRASS CAP AS NOTED	W.M.	INDICATES WATER METER
○	INDICATES SET 1/2" REBAR W/CAP LS#36562	⊗	INDICATES WATER VALVE
●	INDICATES FOUND ALUMINUM CAP LS#41131 PER (R2) UNLESS NOTED		INDICATES FIRE HYDRANT
E.B.	INDICATES ELECTRIC BOX	S	INDICATES SEWER MANHOLE
	INDICATES UTILITY POLE		INDICATES FENCE
	INDICATES STREET LIGHT	(L)	INDICATES RECORD INFORMATION PER PARCEL LEGAL DESCRIPTION
T.R.	INDICATES TELEPHONE RISER	(R1)	INDICATES RECORD INFORMATION PER BOOK 686 OF MAPS, PAGE 43 (GDACS)
CATV	INDICATES CABLE TV RISER	(R2)	INDICATES RECORD INFORMATION PER BOOK 731 OF MAPS, PAGE 5
	INDICATES SIGN POST	(M)	INDICATES MEASURED INFORMATION
T.C.B.	INDICATES TRAFFIC CONTROL BOX	④	INDICATES SCHEDULE B ITEM
G.V.	INDICATES GAS VALVE		INDICATES PAVEMENT
GAS MARKER	INDICATES GAS LINE MARKER		INDICATES CONCRETE

SCALE: 1" = 60'

WATERFORD SQUARE ADJACENT LOT OWNERSHIP

LOT/TRACT	OWNER(S)
TRACT F	WATERFORD SQUARE H.O.A.
LOT 55	CASTRO SILVIA & JOSE
LOT 56	SINGH, AMAN/KAUR JITENDERJIT
LOT 57	CHARLES & JOANNE CAMPBELL TRUST

LOT OWNERSHIP INFORMATION WAS OBTAINED FROM THE MARICOPA COUNTY ASSESSOR ON JANUARY 19, 2009.

AVONDALE CITY CENTER
CARLOS O'BRIEN PARCEL
A.L.T.A./A.C.S.M. LAND TITLE SURVEY

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EXHIBIT B
TO
PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARLOS O'BRIEN'S SCOTTSDALE LLC

[Moratorium Statute]

See following pages.

Moratorium Statute

ARIZ. REV. STAT. §9-463.06. Standards for enactment of moratorium; land development limitations definitions

A. A city or town shall not adopt a moratorium on construction or land development unless it first:

1. Provides notice to the public published once in a newspaper of general circulation in the community at least thirty days before a final public hearing to be held to consider the adoption of the moratorium.

2. Makes written findings justifying the need for the moratorium in the manner provided for in this section.

3. Holds a public hearing on the adoption of the moratorium and the findings that support the moratorium.

B. For urban or urbanizable land, a moratorium may be justified by demonstration of a need to prevent a shortage of essential public facilities that would otherwise occur during the effective period of the moratorium. This demonstration shall be based on reasonably available information and shall include at least the following findings:

1. A showing of the extent of need beyond the estimated capacity of existing essential public facilities expected to result from new land development, including identification of any essential public facilities currently operating beyond capacity and the portion of this capacity already committed to development, or in the case of water resources, a showing that, in an active management area, an assured water supply cannot be provided or, outside an active management area, a sufficient water supply cannot be provided, to the new land development, including identification of current water resources and the portion already committed to development.

2. That the moratorium is reasonably limited to those areas of the city or town where a shortage of essential public facilities would otherwise occur and on property that has not received development approvals based upon the sufficiency of existing essential public facilities.

3. That the housing and economic development needs of the area affected have been accommodated as much as possible in any program for allocating any remaining essential public facility capacity.

C. A moratorium not based on a shortage of essential public facilities under subsection B of this section may be justified only by a demonstration of compelling need for other public facilities, including police and fire facilities. This demonstration shall be based on reasonably available information and shall include at least the following findings:

1. For urban or urbanizable land:

(a) That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas.

(b) That the moratorium is sufficiently limited to ensure that a needed supply of affected housing types and the supply of commercial and industrial facilities within or in proximity to the city or town are not unreasonably restricted by the adoption of the moratorium.

(c) Stating the reasons that alternative methods of achieving the objectives of the moratorium are unsatisfactory.

(d) That the city or town has determined that the public harm that would be caused by failure to impose a moratorium outweighs the adverse effects on other affected local governments, including shifts in demand for housing or economic development, public facilities and services and buildable lands and the overall impact of the moratorium on population distribution.

(e) That the city or town proposing the moratorium has developed a work plan and time schedule for achieving the objectives of the moratorium.

2. For rural land:

(a) That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas.

(b) Stating the reasons that alternative methods of achieving the objectives of the moratorium are unsatisfactory.

(c) That the moratorium is sufficiently limited to ensure that lots or parcels outside the affected geographical areas are not unreasonably restricted by the adoption of the moratorium.

(d) That the city or town proposing the moratorium has developed a work plan and time schedule for achieving the objectives of the moratorium.

D. Any moratorium adopted pursuant to this section does not affect any express provision in a development agreement entered into pursuant to section 9-500.05 or as defined in section 11-1101 governing the rate, timing and sequencing of development, nor does it affect rights acquired pursuant to a protected development right granted according to chapter 11 of this title or title 11, chapter 9. Any moratorium adopted pursuant to this section shall provide a procedure pursuant to which an individual landowner may apply for a waiver of the moratorium's applicability to its property by claiming rights obtained pursuant to a development agreement, a protected development right or any vested right or by providing the public facilities that are the subject of the moratorium at the landowner's cost.

E. A moratorium adopted under subsection C, paragraph 1 of this section shall not remain in effect for more than one hundred twenty days, but such a moratorium may be extended for additional periods of time of up to one hundred twenty days if the city or town adopting the moratorium holds a public hearing on the proposed extension and adopts written findings that:

1. Verify the problem requiring the need for the moratorium to be extended.

2. Demonstrate that reasonable progress is being made to alleviate the problem resulting in the moratorium.

3. Set a specific duration for the renewal of the moratorium.

F. A city or town considering an extension of a moratorium shall provide notice to the general public published once in a newspaper of general circulation in the community at least thirty days before a final hearing is held to consider an extension of a moratorium.

G. Nothing in this section shall prevent a city or town from complying with any state or federal law, regulation or order issued in writing by a legally authorized governmental entity.

H. A landowner aggrieved by a municipality's adoption of a moratorium pursuant to this section may file, at any time within thirty days after the moratorium has been adopted, a complaint for a trial de novo in the superior court on the facts and the law regarding the moratorium. All matters presented to the superior court pursuant to this section have preference on the court calendar on the same basis as condemnation matters and the court shall further have the authority to award reasonable attorney fees incurred in the appeal and trial pursuant to this section to the prevailing Party.

I. In this section:

1. "Compelling need" means a clear and imminent danger to the health and safety of the public.

2. "Essential public facilities" means water, sewer and street improvements to the extent that these improvements and water resources are provided by the city, town or private utility.

3. "Moratorium on construction or land development" means engaging in a pattern or practice of delaying or stopping issuance of permits, authorizations or approvals necessary for the subdivision and partitioning of, or construction on, any land. It does not include denial or delay of permits or authorizations because they are inconsistent with applicable statutes, rules, zoning or other ordinances.

4. "Rural land" means all property in the unincorporated area of a county or in the incorporated area of the city or town with a population of two thousand nine hundred or less persons according to the most recent United States decennial census.

5. "Urban or urbanizable land" means all property in the incorporated area of a city or town with a population of more than two thousand nine hundred persons according to the most recent United States decennial census.

6. "Vested right" means a right to develop property established by the expenditure of substantial sums of money pursuant to a permit or approval granted by the city, town or county.

EXHIBIT C
TO
PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARLOS O'BRIEN'S SCOTTSDALE LLC

[Corner Property Legal Description and Map]

See following pages.

March 25, 2009

LEGAL DESCRIPTION FOR
AVONDALE CITY CENTER
NORTH CITY OF AVONDALE PARCEL

That part of Lot 7, described as follows:

The West 1 acre of the North 5 acres of the West Half of the South Half of the Southwest Quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona;

Except that portion, if any, lying within the South 17.02 feet of the North 187.12 feet of the West 232.82 feet thereof; and

Except the West 33 feet thereof.

Containing 33,994 Square feet or 0.780 Acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36562
FRED W.
KLEIN III
Date Signed 3-25-09
ARIZONA, U.S.A.

Expires: 9/30/2010

CVL

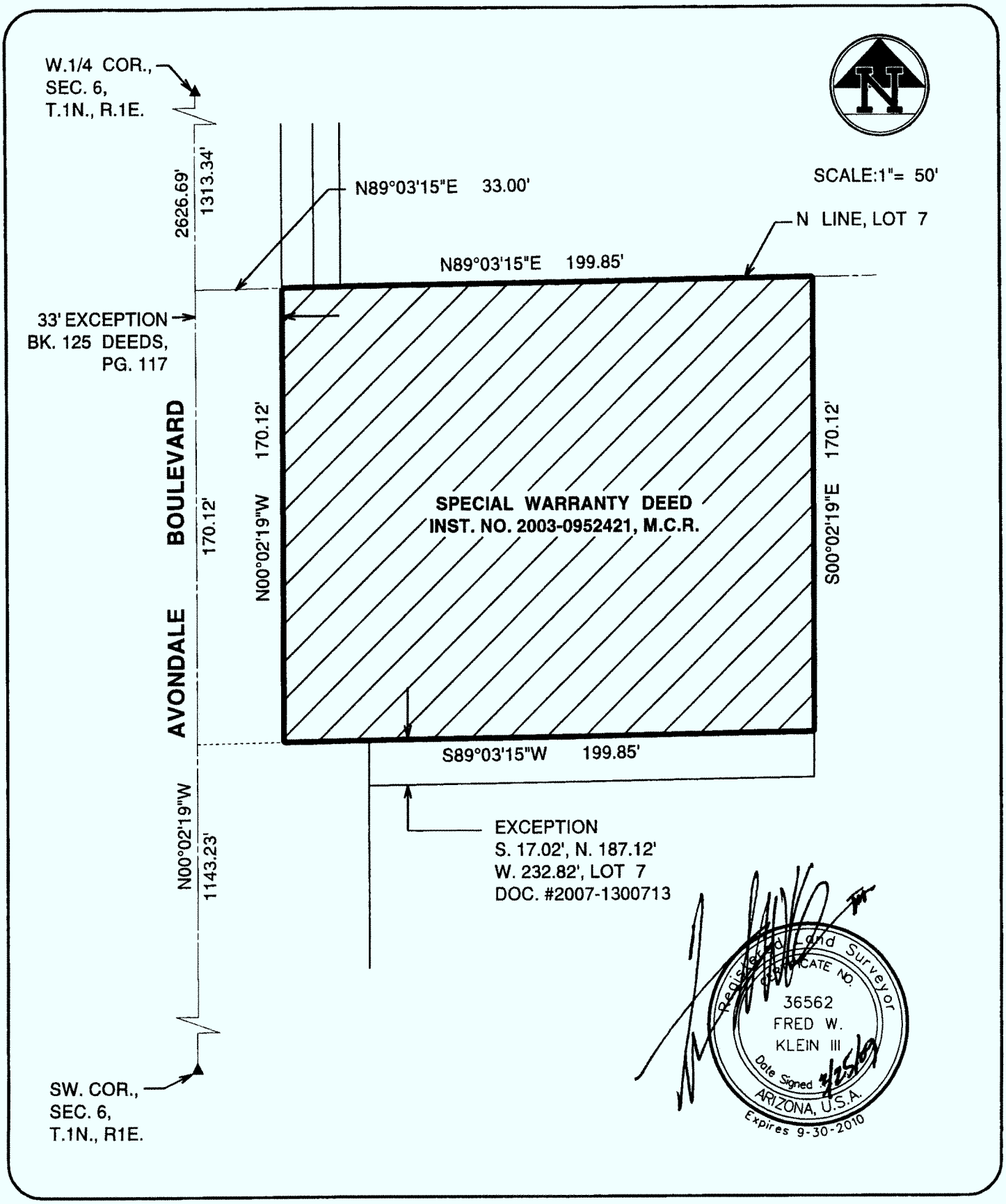


EXHIBIT	AVONDALE CITY CENTER NORTH CITY OF AVONDALE PARCEL	JOB NO
N:\07\0106504\CADD\EHCOAPCL.DGN		07 0106504 1
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 TELEPHONE (602) 264-6831	COE & VAN LOO PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE	SHEET 1 OF 1

EXHIBIT D
TO
PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARLOS O'BRIEN'S SCOTTSDALE LLC

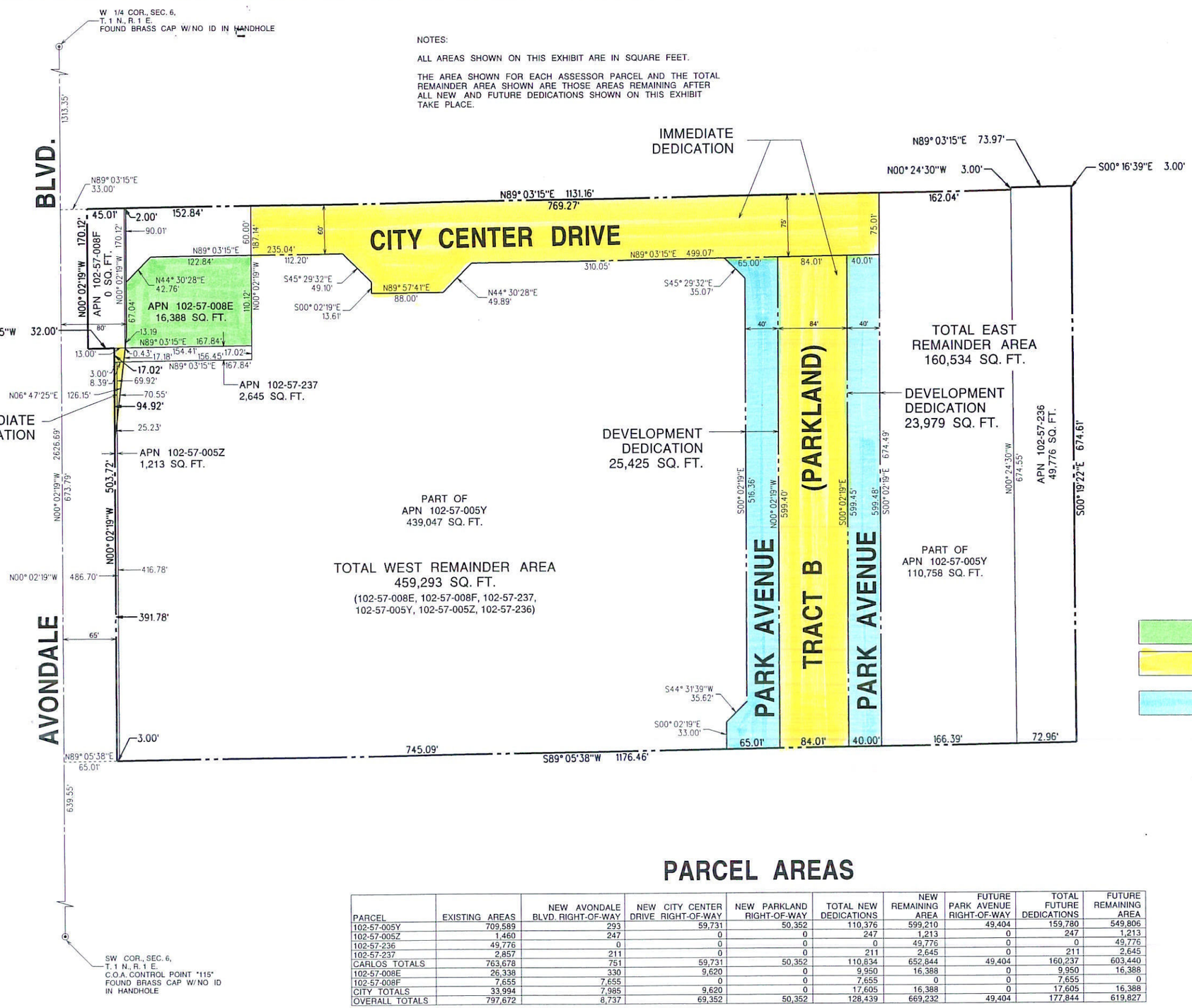
[Exchange/Dedication Property Map]

See following page.

NOTES:

ALL AREAS SHOWN ON THIS EXHIBIT ARE IN SQUARE FEET.

THE AREA SHOWN FOR EACH ASSESSOR PARCEL AND THE TOTAL REMAINDER AREA SHOWN ARE THOSE AREAS REMAINING AFTER ALL NEW AND FUTURE DEDICATIONS SHOWN ON THIS EXHIBIT TAKE PLACE.



CARLOS O'BRIEN'S
RIGHT OF WAY TO BE DEDICATED

AVONDALE BOULEVARD	751 SQ. FT.
CITY CENTER DRIVE	59,731 SQ. FT.
PARKLAND	50,352 SQ. FT.
TOTAL DEDICATION	110,834 SQ. FT.
CITY PARCEL	16,388 SQ. FT.
NET DEDICATION	94,446 SQ. FT.

CITY TRANSFER TO CARLOS O'BRIEN

CARLOS O'BRIEN IMMEDIATE DEDICATION

CARLOS O'BRIEN DEDICATION AT TIME OF DEVELOPMENT

PARCEL AREAS

PARCEL	EXISTING AREAS	NEW AVONDALE BLVD. RIGHT-OF-WAY	NEW CITY CENTER DRIVE RIGHT-OF-WAY	NEW PARKLAND RIGHT-OF-WAY	TOTAL NEW DEDICATIONS	NEW REMAINING AREA	FUTURE PARK AVENUE RIGHT-OF-WAY	TOTAL FUTURE DEDICATIONS	FUTURE REMAINING AREA
102-57-005Y	709,589	293	59,731	50,352	110,376	599,210	49,404	159,780	549,806
102-57-005Z	1,460	247	0	0	247	1,213	0	247	1,213
102-57-236	49,776	0	0	0	0	49,776	0	0	49,776
102-57-237	2,857	211	0	0	211	2,645	0	211	2,645
CARLOS TOTALS	763,678	751	59,731	50,352	110,834	652,844	49,404	160,237	603,440
102-57-008E	26,338	330	9,620	0	9,950	16,388	0	9,950	16,388
102-57-008F	7,655	7,655	0	0	7,655	0	0	7,655	0
CITY TOTALS	33,994	7,985	9,620	0	17,605	16,388	0	17,605	16,388
OVERALL TOTALS	797,672	8,737	69,352	50,352	128,439	669,232	49,404	177,844	619,827

NOTE: ALL AREAS SHOWN IN SQUARE FEET. SOME AREAS MAY NOT ADD UP TO THE TOTALS SHOWN DUE TO ROUNDING ERROR. EACH AREA SHOWN IS THE MOST ACCURATE AREA FOR THAT PARTICULAR PARCEL.

CARLOS O'BRIEN PARCEL RIGHT OF WAY EXHIBIT

COE & VAN LOO
PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
TELEPHONE (602) 264-6831

4/9/2009
8:51:08 AM
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EXHIBIT E
TO
PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARLOS O'BRIEN'S SCOTTSDALE LLC

[Special Warranty Deed For Remnant Parcel]

See following pages.

When Recorded Mail To:

City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

SPECIAL WARRANTY DEED

THIS DEED IS EXEMPT FROM THE REQUIREMENT OF FILING AN AFFIDAVIT OF VALUE PURSUANT TO ARIZ. REV. STAT. § 11-1134(A)(3).

GRANTOR: City of Avondale, an Arizona municipal corporation (the "City")

GRANTEE: Carlos O'Brien's Scottsdale LLC, an Arizona limited liability company

City, for and in consideration of the sum of $10.00 and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys to Grantee all right, title and interest in the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit 1, attached hereto and incorporated herein by reference.

SUBJECT TO all existing taxes, assessments, liens, encumbrances, reservations in patents, covenants, conditions, restrictions, rights-of-way, easements and leases of record and all matters that a physical inspection of the properties would reveal.

The City hereby binds itself and its successors to warrant and defend the title as against all acts of City herein and none other, subject to the matters above set forth.

"City"

CITY OF AVONDALE, an Arizona
municipal corporation

By:_____
Marie Lopez Roger, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

EXHIBIT 1
TO
SPECIAL WARRANTY DEED
BETWEEN
THE CITY OF AVONDALE
AND
CARLOS O'BRIEN'S SCOTTSDALE LLC

[Legal Description and Map]

See following pages.

March 25, 2009

LEGAL DESCRIPTION FOR
AVONDALE CITY CENTER
CITY OF AVONDALE REMAINDER PARCEL

That part of Lot 7 of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap in handhole marking the Southwest Corner of said Section 6, from which the Brass Cap in handhole marking the West Quarter Corner of said Section 6 bears North 00°02'19" West, a distance of 2,626.69 feet;

Thence North 00°02'19" West, along the West line of the Southwest Quarter of said Section 6, a distance of 1,313.34 feet to the Northwest Corner of said Lot 7;

Thence North 89°03'15" East, along the North line of said Lot 7, a distance of 232.85 feet to the East line of that certain parcel of land described in a Special Warranty Deed recorded in Instrument No. 2003-0952421, Maricopa County Records;

Thence South 00°02'19" East, along said East line, a distance of 60.01 feet to the True Point of Beginning;

Thence continuing South 00°02'19" East, along said East line, a distance of 110.11 feet to the Southeast Corner of said parcel of land;

Thence South 89°03'15" West, along the South line of said parcel of land, a distance of 164.84 feet to a point on a line which is parallel with and 68.00 feet Easterly, as measured at right angles, from the West line of said Lot 7;

Thence North 00°02'19" West, along said parallel line, a distance of 80.11 feet;

Thence North 44°30'28" East, departing said parallel line, a distance of 42.76 feet to a point on a line which is parallel with and 60.00 feet Southerly, as measured at right angles, from the North line of said Lot 7;

Thence North 89°03'15" East, along said parallel line, a distance of 134.84 feet to the True Point of Beginning.

Containing 17,699 Square Feet or 0.406 Acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36562
FRED W.
KLEIN III
Date Signed 3/25/09
ARIZONA, U.S.A.
Expires: 9/30/2010

CVL

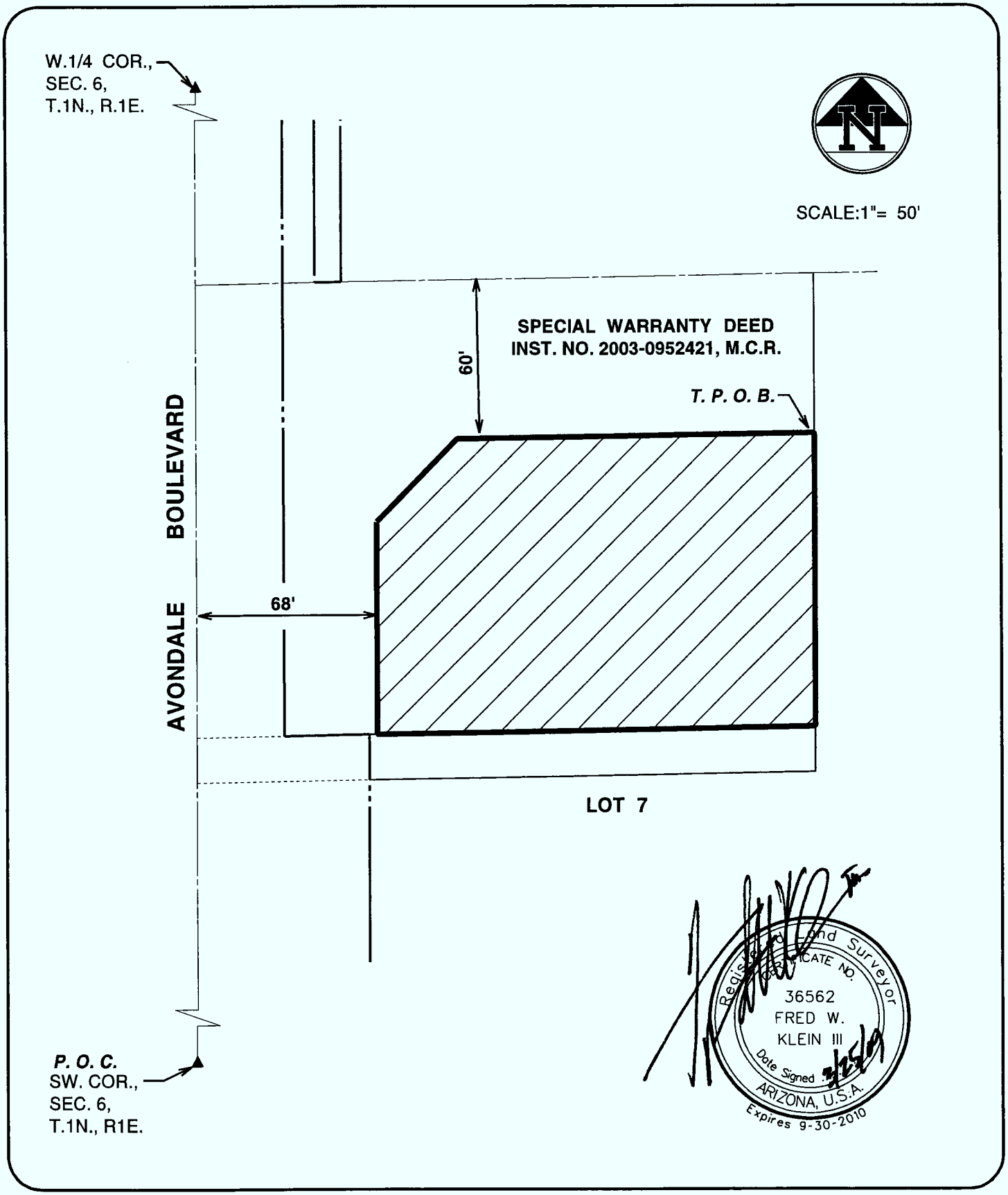


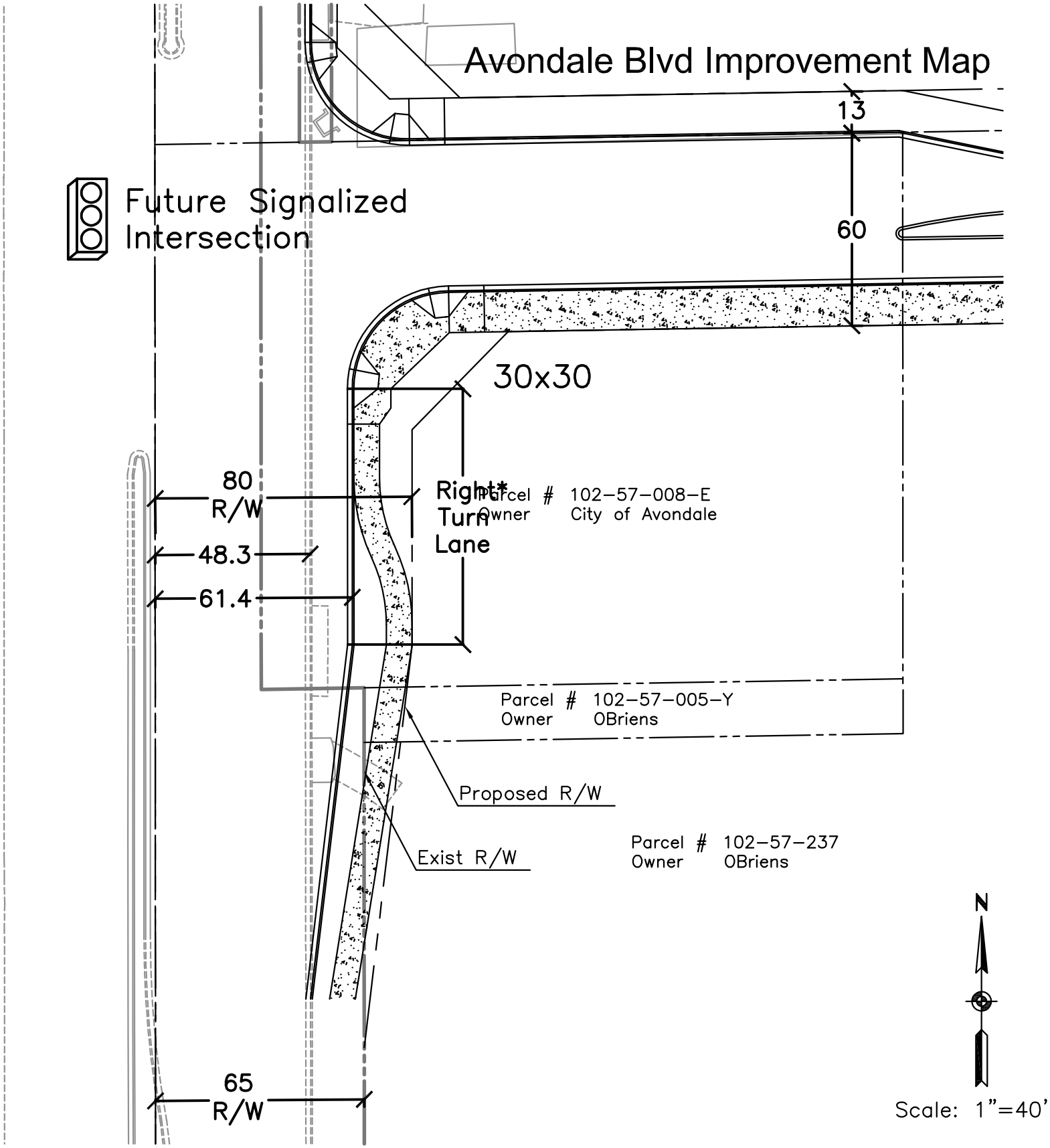
EXHIBIT	AVONDALE CITY CENTER CITY OF AVONDALE REMAINDER PARCEL	JOB NO
N:\07\0106504\CADD\EHCOAREM.DGN		07 0106504
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 TELEPHONE (602) 264-6831	COE & VAN LOO PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE	SHEET 1 OF 1

EXHIBIT F
TO
PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARLOS O'BRIEN'S SCOTTSDALE LLC

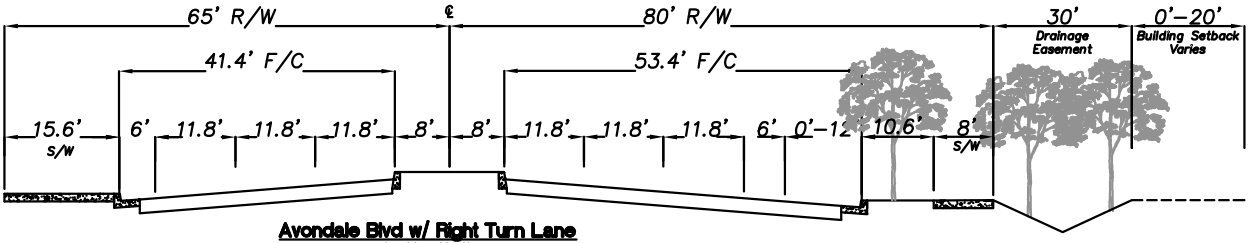
[Depiction of Avondale Boulevard Improvements]

See following pages.

Avondale Blvd Improvement Map



* Right Turn Length Per Traffic Impact Study



Avondale Blvd w/ Right Turn Lane
Looking North
N.T.S

CITY COUNCIL REPORT

SUBJECT:
Resolution 2820-409 - Pre-Annexation Development Agreement-Leverton

MEETING DATE:
April 20, 2009

TO: Mayor and Council

FROM: Daniel Davis, Director of Parks, Recreation & LIbraries (623)333-2411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving a pre-annexation development agreement with Leverton Investment Limited Partnership relating to approximately 42 acres of property immediately adjacent to an approximate 4.25 acre parcel to be acquired by the city, on which the city intends to construct the American Sports Center indoor recreation facility and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On August 11, 2008 Council approved the City Center specific area plan, which places a priority on achieving high quality, urban style development in the area and envisions the basic street layout.

On January 12, 2009 Council approved the acquisition of property in the City Center for a community recreation facility and approved an operating and maintenance agreement with American Sports Centers to manage the facility for the City.

On February 2, 2009 Council approved a design contract with David Evans and Associates to design the streets, water and sewer lines, drainage and traffic infrastructure in the City Center area east of Avondale Blvd.

All of these projects are now moving forward and the City would like to facilitate the annexation of adjacent properties and dedication of rights of way required for the infrastructure.

DISCUSSION:

The City and Leverton Investments Limited Partnership desire that the Leverton property be annexed into the corporate limits of the city and be developed as an integral part of the City Center Specific Planning Area. The development agreement will (i) set forth the conditions, terms, and requirements for the annexation of the Leverton property (ii) establish the permitted uses for the Leverton property along with the density and intensity of uses (iii) establish the conditions, terms, and requirements for the construction, installation, and financing of infrastructure. The City and Leverton acknowledge that the agreement will result in significant planning and economic benefits to the city, including (i) orderly development of the Leverton property, (ii) increase sales tax and other revenues to the city based upon improvements to be constructed on the Leverton property (iii) increase employment in the city. The City is in the process of creating a zoning district for the City Center Specific Planning Area. The city is mandated to designate the initial zoning for the parcel as RR-43. Leverton intends to submit a rezoning application consistent with the City Center Zoning District. The agreement permits Leverton to continue to use the property for agricultural purposes until such time that Leverton is ready to commence development. As a part of the development of the American Sports Center facility, the City at its sole cost and expense will construct Corporate

Drive. Leverton will grant the city the required right-of-way and temporary construction easements, at no cost to the city, for the city to construct the roadway and drainage improvements in the City Center Plan Area.

BUDGETARY IMPACT:

There is no direct expense associated with the approval of the pre-annexation development agreement. The cost to construct the roadway and drainage improvements described within the agreement was budgeted in the City Center improvement project that is currently under design by David Evans & Associates.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving a pre-annexation development agreement with Leverton Investment Limited Partnership relating to approximately 42 acres of property immediately adjacent to an approximate 4.25 acre parcel to be acquired by the city, on which the city intends to construct the American Sports Center indoor recreation facility and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 2820-409

RESOLUTION NO. 2820-409

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE PRE-ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF AVONDALE AND LEVERTON INVESTMENTS LIMITED PARTNERSHIP.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Pre-Annexation Development Agreement the between the City of Avondale and Leverton Investments Limited Partnership is hereby approved in the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, April 20, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2820-409

[Pre-Annexation Development Agreement]

See following pages.

When recorded, return to:
City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

PRE-ANNEXATION DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF AVONDALE

AND

LEVERTON INVESTMENTS LIMITED PARTNERSHIP

PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEVERTON INVESTMENTS LIMITED PARTNERSHIP

THIS PRE-ANNEXATION DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the CITY OF AVONDALE, an Arizona municipal corporation (the "City"), LEVERTON INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership ("Leverton Investments") and LEVERTON PROPERTIES, L.L.C., an Arizona limited liability company ("Leverton Properties") (Leverton Investments and Leverton Properties are collectively referred to herein as the "Owner"). The City and Owner may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner owns that certain real property located in Maricopa County, Arizona consisting of approximately 42 acres, generally described as Maricopa County Assessor's Parcel No.s 102-57-004-N, 102-57-006-B and 102-57-006-C, and depicted as Lots 1 and 2 on the Final Plat of Avondale City Center Phase I, attached hereto as Exhibit A and incorporated herein by reference (the "Leverton Property").

B. The Leverton Property is immediately adjacent to an approximate 4.012 acre parcel to be acquired by the City, on which the City intends to construct an indoor recreation facility and related parking (the "Facility Property").

C. Owner and City desire that the Leverton Property be annexed into the corporate limits of the City and be developed as an integral part of the City. The City has filed a blank annexation petition with Maricopa County that includes, among other property, the Leverton Property, and the requisite meetings and hearings have been, or will be, held in accordance with ARIZ. REV. STAT. § 9-471 *et seq*.

D. Owner plans to develop that portion of the Leverton Property within the planning area of the City's approved Avondale City Center Specific Plan adopted by the City Council on August 11, 2008, as amended (the "City Center Plan") consistent with that plan.

E. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, ARIZ. REV. STAT. § 9-500.05, in order to facilitate the annexation and development of the Leverton Property by providing for, among other things: (i) the conditions, terms, and requirements for the annexation of the Leverton Property by the City; (ii) the permitted uses for the Leverton Property and the density and intensity of such uses; (iii) the conditions, terms, and requirements for the construction, installation, and financing of infrastructure; and (iv) other matters related to the development of the Leverton Property.

F. The City and Owner acknowledge that the development of the Leverton Property pursuant to this Agreement will result in significant planning and economic benefits to the City

and its residents by, among other things: (i) requiring orderly development of the Leverton Property; (ii) increasing sales tax and other revenues to the City based on improvements to be constructed on the Leverton Property; and (iii) increasing employment in the City. The Parties acknowledge that the development of the Leverton Property pursuant to this Agreement will result in significant benefits to Owner by providing assurances to Owner that it will have the right to develop the Leverton Property in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, which are incorporated herein by reference, the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as follows:

1. Annexation. The City, after having followed the statutory requirements of ARIZ. REV. STAT. § 9-471 *et seq.*, will duly consider whether annexation of the Leverton Property into the City is in the best interest of the City. At the same meeting that this Agreement is approved, the Council of the City of Avondale (the "City Council") will, if deemed to be in the best interest of the City, adopt an ordinance annexing the Leverton Property into the corporate limits of the City (the "Annexation Ordinance"). The City agrees that Owner (or any subsequent developer or owner of the Leverton Property) shall not be required to pay to the City any application or other fee or costs (except for Owner's own legal costs) associated with annexation of the Leverton Property into the City.

2. Development of Leverton Property.

2.1 Initial Zoning. As part of the adoption of the final annexation ordinance annexing the Leverton Property into the corporate limits of the City and pursuant to ARIZ. REV. STAT. § 9–471(L), the City is mandated to adopt zoning classifications which permit densities and uses no greater than those permitted by Maricopa County immediately preceding the annexation. Under the Maricopa County Zoning Ordinance, the Leverton Property is currently zoned RU-43. The Parties agree that as part of the annexation ordinance, the City is mandated to designate the initial zoning for the Leverton Property as RR-43.

2.2 Rezoning. The Owner agrees and understands that the City is in the process of creating a zoning district to implement the purpose and intent of the City Center Plan (the "City Center Zoning District"). The City understands that the Owner intends to submit a zoning application consistent with the City Center Zoning District upon such district becoming effective for the western portion of the Leverton Property (the "City Center Rezoning") and to submit a zoning application consistent with the City of Avondale General Plan for the portion of the Leverton Property lying east of the boundary of the City Center Plan area (the "East Parcel Rezoning") in furtherance of and to implement this Agreement. The City, having exercised its discretion in approving this Agreement, agrees to cooperate subsequently with Owner in the processing of the City Center Rezoning and the East Parcel Rezoning in an expeditious manner, subject to the City's review and due consideration in conformance with all notice and public hearing procedures required by statute or ordinance necessary for the City Center Rezoning and East Parcel Rezoning. The Parties agree that the City Center Rezoning, if approved by the City

Council in its sole discretion, will permit the development of that portion of the Leverton Property within the City Center planning area in accordance with the City Center Plan and this Agreement. The Parties agree that the East Parcel Rezoning, if approved by the City Council in its sole discretion, will permit the development of that portion of the Leverton Property not located within the City Center planning area in accordance with the City of Avondale General Plan adopted by Avondale voters in 2002 and this Agreement. The City agrees that Owner (or any subsequent developer or owner of the Leverton Property) shall not be required to pay to the City any application or other fee associated with the City Center Rezoning. Upon approval of the City Center Rezoning and the East Parcel Rezoning for the Leverton Property, Owner shall have a contractually vested right to develop the Leverton Property pursuant to the City Center Rezoning and the East Parcel Rezoning for the term of this Agreement as such term is set forth in Section 5.22 of this Agreement.

2.3 Anti-Moratorium. No moratorium, as that term is defined in ARIZ. REV. STAT. § 9-463.06, or other rule imposing a limitation on the development, conditioning, rate, timing or sequencing of the development of property within the City and affecting the Leverton Property or any portion thereof shall apply to or govern the development of the Leverton Property during the term hereof whether affecting preliminary or final plats, building permits, occupancy permits or other entitlements to use issued or granted by the City or the provision of municipal services to the Leverton Property, except in compliance with the provisions of ARIZ. REV. STAT. § 9-463.06 as in force on the Effective Date. The Parties agree that if a subsequent law changes or repeals the standards or language of ARIZ. REV. STAT. § 9-463.06, which is set forth on Exhibit B and incorporated herein by this reference, such standards shall continue to apply to the Leverton Property to the extent permitted by law.

2.4 Continued Use of the Leverton Property. The City acknowledges and agrees that, during and after the annexation and zoning process, Owner may continue to lease certain buildings for residential and other uses and continue to use portions of the Leverton Property for agricultural purposes until such time as Owner commences development of the Leverton Property consistent with the City Center Zoning District or the East Parcel Rezoning; provided, however, only those portions of the Leverton Property subject to development activity shall be removed from use for agricultural or residential or other lease purposes. Those areas of the Leverton Property that are not subject to development activity may continue to be used for agricultural or other use purposes, including residential, until such portions are subject to development activity. The City acknowledges Owner currently farms the Leverton Property and leases certain buildings on the property that are located near the proposed road and utility improvements set forth in subsection 3.1 below. The City agrees to use reasonable efforts to avoid disruption to the residential lease uses, other uses and to the agricultural use of the Leverton Property. The Owner acknowledges some temporary interruptions to the agricultural uses may be necessary to complete the improvements described below in subsection 3.1, but the City agrees it will not otherwise disrupt the agricultural or residential lease or other uses of the Leverton Property.

3. Infrastructure/City Services. In order to facilitate development of the Facility Property and to provide opportunities for development on the Leverton Property, the City and Owner intend that the Owner shall dedicate certain real property to the City and that the City

shall construct certain infrastructure within the vicinity of the Leverton Property and the Facility Property.

3.1 Road and Utility Improvements.

a. Corporate Drive Right-of-Way. The City and Owner intend that Corporate Drive be constructed by the City east of Avondale Boulevard within an 88-foot right-of-way corridor located, in part, on the Leverton Property and the Facility Property. The Owner shall dedicate to the City (i) the southernmost 50 feet of that portion of the Leverton Property required to allow the City to construct Corporate Drive within a City-owned corridor and (ii) such land as necessary, but not to exceed 200 feet in diameter, to allow the City to construct a traffic circle at the intersection of Corporate Drive and 114th Avenue. The property to be dedicated will not exceed the land described and depicted on the attached Exhibit A. The property to be dedicated by the Owner may be reduced upon completion of the improvements described in this subsection 3.1.

b. Construction of Corporate Drive and Related Utilities. As part of development of the Facility Property, the City, at its sole cost and expense, shall construct Corporate Drive, inclusive of road, curb, gutter, sidewalk, curb cuts for the Leverton Property, stubbed wet/dry utilities, and landscaping (the "Corporate Drive Improvements"). The Corporate Drive Improvements shall be sized to accommodate development on the Leverton Property (as that portion of the Leverton Property within the City Center planning area will be developed consistent with the City Center Plan) and the Facility Property. Neither Owner nor any subsequent developer or owner of the Leverton Property shall be required to reimburse or otherwise pay to the City any amounts related to the design, engineering, permitting, or construction of the Corporate Drive Improvements.

c. Temporary Construction Easements. The Owner shall, at no cost to the City, grant to the City such temporary construction easements as are necessary for the City to construct the Corporate Drive Improvements.

3.2 Municipal Services. The City hereby agrees to include the Leverton Property in any and all City service areas and to provide the Leverton Property with police and fire protection services, refuse collection service, sewer service, water service and all other services provided by the City, in a manner comparable to those services provided to all similarly situated landowners and occupants of the City. The City acknowledges the Owner uses and will continue to use its grandfathered irrigation rights for agricultural uses on the Leverton Property and will continue to use water from canals and water from wells for agricultural and residential use and will continue to use septic as a waste disposal method. The City agrees the Owner may continue to use its grandfathered irrigation rights and canal water, well water and septic until the Leverton Property is developed. The City further agrees to pay any and all costs and expenses to connect the residential uses on the Leverton Property to City water and sewer service (a) in the event Owner is required by the State of Arizona, Maricopa County or the City to use City water and sewer service and (b) for only such time until the Leverton Property is developed for any use other than the existing residential uses.

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

The City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attention: Charlie McClendon, City Manager

Copy to: GUST ROSENFELD, P.L.C.
201 East Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Attention: Andrew McGuire

Owner: Leverton Investments Limited Partnership
Jeannette Ammon
113 Stable Road
Milford, NH 03055

Owner: Leverton Investments Limited Partnership
Judy Montgomery
6156 Gordy Street NE
Covington, GA 30014

Copy to: Fennemore Craig, P.C.
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012
Attention: Heidi Kimzey Short

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. 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.

5. Miscellaneous.

5.1 Waiver. Any waiver of the provisions of this Agreement must be in writing and signed by the appropriate officials or officers of the City or Owner. No delay in

exercising any right or remedy shall constitute a waiver thereof and no waiver by the City or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

5.2 Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and Owner. Either Party may change its representative at any time, but each Party agrees to have a current, active representative appointed for discussion and review as further detailed in this Agreement. The initial representative for the City (the "City Representative") shall be David Fitzhugh, Assistant City Manager, and the initial representative for Owner (the "Owner Representative") shall be Heidi Short. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Leverton Property pursuant to this Agreement.

5.3 Timing. The City acknowledges the necessity for prompt review by the City of all plans and other materials submitted by Owner to the City hereunder or pursuant to any zoning, platting, permit, or other governmental procedure pertaining to the development of the Leverton Property.

5.4 Default. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of 30 days after written notice thereof from the other Party (the "Cure Period"), shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform or comply so long as such Party commences performance or compliance within said 30-day period and diligently proceeds to complete such performance or fulfill such obligation; provided further, however, that no such cure period shall exceed 120 days. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting Party shall have all rights and remedies provided by law or equity. A default by any owner of a portion of the Leverton Property shall not be deemed a default by Owner or any other owner of a different portion of the Leverton Property, and the City may not withhold or condition its performance under this Agreement as to any owner of a portion of the Leverton Property who is not in default of this Agreement. With the exception of Owner, no owner of a portion of the Leverton Property may enforce this Agreement as against any other owner of a portion of the Leverton Property.

5.5 Construction and Headings. The descriptive headings of the sections/subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other duly formed entity. If the last day of any time period stated herein should fall on a Saturday, Sunday, or legal holiday in the State

of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

5.6 Exhibits and Recitals. Any recital set forth herein and any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

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

5.8 Time of Essence. Time is of the essence in implementing the terms of this Agreement.

5.9 Successors. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto pursuant to ARIZ. REV. STAT. § 9-500.05(D); provided, however, Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Leverton Property or a portion thereof. Upon transfer of the Leverton Property by Owner, the new owner shall automatically become Owner hereunder and the old Owner shall be released from this Agreement for that portion of the Leverton Property that has been transferred.

5.10 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Owner and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

5.11 Entire Agreement. This Agreement and all exhibits thereto constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. In the event of a conflict between the text of this Agreement and the attached or incorporated Exhibits, the text of this Agreement shall control. In the event of a conflict among the attached or incorporated Exhibits, the more specific Exhibit shall control over the more general Exhibit, unless the context requires otherwise.

5.12 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the City and Owner. Within ten days after any amendment to this Agreement, the City shall record such amendment, at Owner's sole cost, in the Official Records of Maricopa County, Arizona.

5.13 Names and Plans. Owner shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of Owner in connection with the Leverton Property; provided, however, that in connection with any conveyance of portions of the Leverton Property to the City such rights pertaining to the portions of the Leverton Property

so conveyed shall be assigned, to the extent that such rights are assignable, to the City. Notwithstanding the foregoing, Owner shall be entitled to utilize all such materials described herein to the extent required for Owner to construct, operate or maintain improvements relating to the Leverton Property.

5.14 Good Standing: Authority. Each of the Parties represents and warrants to the other (a) that it is duly formed and validly existing under the laws of Arizona, (b) that it is an Arizona limited partnership, with respect to Owner, or municipal corporation, with respect to the City, duly qualified to do business in the state of Arizona and is in good standing under applicable State laws and (c) that the individual(s) executing this Agreement on behalf of the respective Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

5.15 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the City from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the City to take such action at its discretion, if such a construction is permitted by law. If, however, the City fails to take the action required hereunder within the applicable Cure Period described in Section 5.4 above, Owner shall be entitled to terminate this Agreement.

5.16 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona. In particular, this Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511.

5.17 Recordation. This Agreement shall be recorded, at Owner's sole cost, in its entirety, in the Official Records of Maricopa County, Arizona not later than ten days after execution by the last Party.

5.18 No Owner Representations. Nothing contained herein shall be deemed to obligate Owner to complete any part or all of the development of the Leverton Property.

5.19 Challenges to this Agreement. In the event that this Agreement or any approvals given by the City related to this Agreement are ever challenged, Owner reserves the right to intervene in such action at Owner's sole cost and expense.

5.20 Indemnifications, Warranties, and Representations Survive. All representations and warranties contained in this Agreement (and in any instrument delivered by or on behalf of any Party pursuant hereto or in connection with the transactions contemplated hereby) are true on and as of the date so made, will be true in all material respects during the term of this Agreement. In the event that any representation or warranty by a Party is untrue, the other Party shall have all rights and remedies available at law or in equity.

5.21 Force Majeure. Notwithstanding any other term, condition or provision hereof to the contrary, in the event any Party hereto is precluded from satisfying or fulfilling any

duty or obligation imposed upon such Party by the terms hereof due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of god, or other events beyond the control of such Party, the time period provided herein for the performance by such Party of such duty or obligations shall be extended for a period equal to the delay occasioned by such events.

5.22 Term and Effective Date. This Agreement shall be effective for the Parties' rights and responsibilities that shall occur before annexation of the Leverton Property into the corporate limits of the City on the date it is approved by the Avondale City Council and operative for all purposes on the date that the Annexation Ordinance is effective for all or a portion of the Leverton Property (the "Effective Date"). The term of the Agreement shall be 15 years from the date on which the Avondale City Council approves the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the Effective Date and hereby swear and affirm that are duly authorized in accordance with law to execute this Agreement.

"**City**"

CITY OF AVONDALE, an Arizona
municipal corporation

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Owner**"

LEVERTON INVESTMENTS LIMITED PARTNERSHIP
an Arizona limited partnership

By:_____
Emma Jeannette Ammon, General Partner

By:_____
Judith Anne Montgomery, General Partner

LEVERTON PROPERTIES L.L.C.
an Arizona limited liability company

By its Member: Leverton Investments Limited Partnership
an Arizona limited partnership

By: _____
Emma Jeannette Ammon, General Partner

By: _____
Judith Anne Montgomery, General Partner

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009, by JUDITH ANNE MONTGOMERY, a General Partner of LEVERTON INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership, on behalf of the limited partnership and as a member of LEVERTON PROPERTIES, L.L.C, an Arizona limited liability company.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009, by EMMA JEANNETTE AMMON, a General Partner of LEVERTON INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership, on behalf of the limited partnership and as a member of LEVERTON PROPERTIES, L.L.C, an Arizona limited liability company.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

LIST OF EXHIBITS

A Legal Description and Map of Leverton Property

B Moratorium Statute

EXHIBIT A
TO
PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEVERTON INVESTMENTS LIMITED PARTNERSHIP

(Avondale City Center Phase I Final Plat)

See following pages.

FINAL PLAT OF

AVONDALE CITY CENTER PHASE 1

A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA
OWNER: CITY OF AVONDALE

NOTES

1. ALL LANDSCAPING WITHIN THE ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE ADJACENT OWNERS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OR 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. A 1/2" REBAR WITH CAP MARKED R.L.S.#36562 WILL BE SET AT ALL LOT CORNERS AT THE COMPLETION OF MASS GRADING.

100 YEAR ASSURED WATER SUPPLY

THIS 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.

BENCHMARK

CITY OF AVONDALE BENCHMARK CIVIC CENTER
NGS HORIZONTAL CONTROL DISK STAMPED
CIVIC CENTER 2006
ELEVATION 996.80 NAVD88 DATUM

OWNER/DEVELOPER

CITY OF AVONDALE
11465 W. CIVIC CENTER DRIVE
SUITE 120
AVONDALE, ARIZONA 85323-6804
PHONE: (623) 333-4200
FAX: (623) 333-0420
CONTACT: CHARLES ANDREWS

SURVEYOR

COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0928
CONTACT: FRED W. KLEIN

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, HAVING A BEARING OF NORTH 00°02'19" WEST, PER THE RECORD OF SURVEY AVONDALE CITY CENTER RECORDED IN BOOK 1023 OF MAPS, PAGE 35, AND HAVING A BEARING OF SOUTH 00°02'17" EAST, PER THE MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY, RECORDED IN BOOK 694 OF MAPS, PAGE 38.

APPROVAL

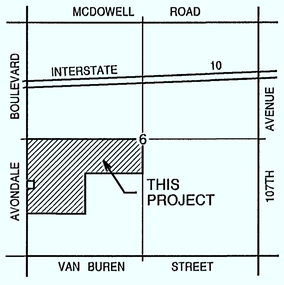
APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS____DAY OF _____ , 2009.

_____ _____
MARIE LOPEZ ROGERS, MAYOR DATE

_____ _____
ATTEST, CITY CLERK DATE

_____ _____
CITY ENGINEER DATE



VICINITY MAP
(NOT TO SCALE)

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE____ DAY OF _____, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIM/HERSELF TO BE _____ OF LEVERTON PROPERTIES L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, A LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE/SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE____ DAY OF _____, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIM/HERSELF TO BE _____ OF LEVERTON INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, A LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE/SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE____ DAY OF _____, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED CLIFFORD T. MORTENSEN SR. AND SYLVIA K. MORTENSEN WHO ACKNOWLEDGED THEMSELVES TO BE TRUSTEES OF THE CLIFFORD T. SR. AND SYLVIA K. MORTENSEN LIVING TRUST DATED JANUARY 15, 2004, A LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT THEY, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE____ DAY OF _____, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED_____ WHO ACKNOWLEDGED HIM/HERSELF TO BE _____ OF CARLOS O'BRIEN'S SCOTTSDALE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, A LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE/SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE____ DAY OF _____, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED MARIE LOPEZ ROGERS WHO ACKNOWLEDGED HERSELF TO BE MAYOR OF THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, A LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE____ DAY OF _____, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED VIRGINIA LOUISE MORTENSEN WHO ACKNOWLEDGED HERSELF TO BE SUCCESSOR TRUSTEE OF THE AZEL JACK MORTENSEN AND VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, A LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY MY COMMISSION EXPIRES

CERTIFICATION

I, FRED W. KLEIN III, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT, CONSISTING OF FIVE (5) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF DECEMBER, 2008, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

FRED W. KLEIN III
REGISTERED LAND SURVEYOR #36562
COE & VAN LOO CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014

Registered Land Surveyor
CERTIFICATE NO.
36562
FRED W.
KLEIN III
ARIZONA U.S.A.
Expires 6-30-2010

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT LEVERTON PROPERTIES L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, LEVERTON INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, THE CLIFFORD T. SR. AND SYLVIA K. MORTENSEN LIVING TRUST DATED JANUARY 15, 2004, THE AZEL JACK MORTENSEN & VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, CARLOS O'BRIEN'S SCOTTSDALE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME OF "AVONDALE CITY CENTER PHASE 1", A 7 LOT SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "AVONDALE CITY CENTER PHASE 1", AND HEREBY DECLARE THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT THE LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. LEVERTON PROPERTIES L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, LEVERTON INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, THE CLIFFORD T. SR. AND SYLVIA K. MORTENSEN LIVING TRUST DATED JANUARY 15, 2004, THE AZEL JACK MORTENSEN & VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, CARLOS O'BRIEN'S SCOTTSDALE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNERS,HEREBY DEDICATE TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. TRACTS A AND B ARE HEREBY DEDICATED TO THE CITY OF AVONDALE FOR USE AS PARK AREA.

A 30' DRAINAGE EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF AVONDALE.

IN WITNESS WHEREOF:

LEVERTON PROPERTIES L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, LEVERTON INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, THE CLIFFORD T. SR. AND SYLVIA K. MORTENSEN LIVING TRUST DATED JANUARY 15, 2004, THE AZEL JACK MORTENSEN & VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, CARLOS O'BRIEN'S SCOTTSDALE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNERS, HAVE HEREUNDER CAUSED THEIR NAMES TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICERS, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF_____ , 2009.

BY: LEVERTON PROPERTIES L.L.C.
AN ARIZONA LIMITED LIABILITY COMPANY.

BY: _____ DATE: _____

ITS: _____

BY: LEVERTON INVESTMENTS LIMITED PARTNERSHIP
AN ARIZONA LIMITED PARTNERSHIP.

BY: _____ DATE: _____

ITS: _____

BY: THE CLIFFORD T. SR. AND SYLVIA K. MORTENSEN LIVING TRUST
DATED JANUARY 15, 2004.

BY: _____ DATE: _____
CLIFFORD T. MORTENSEN
TRUSTEE

BY: _____ DATE: _____
SYLVIA K. MORTENSEN
TRUSTEE

BY: THE AZEL JACK MORTENSEN & VIRGINIA LOUISE MORTENSEN
LIVING TRUST DATED AUGUST 20, 1992.

BY: _____ DATE: _____
VIRGINIA LOUISE MORTENSEN
SUCCESSOR TRUSTEE

BY: THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993.

BY: _____ DATE: _____
CLIFFORD T. MORTENSEN
TRUSTEE

BY: _____ DATE: _____
SYLVIA K. MORTENSEN
TRUSTEE

BY: CARLOS O'BRIEN'S SCOTTSDALE, L.L.C.,
AN ARIZONA LIMITED LIABILITY COMPANY.

BY: _____ DATE: _____

ITS: _____

BY: THE CITY OF AVONDALE
AN ARIZONA MUNICIPAL CORPORATION.

BY: _____ DATE: _____
MARIE LOPEZ ROGERS
MAYOR

SHEET 1 OF 5

GROSS AREA = 77.904 AC.
TOTAL LOTS = 7

COE & VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

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LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE BRASS CAP IN HANDHOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 6;

THENCE NORTH 88°59'16" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 2,469.75 FEET TO THE ALUMINUM CAP MARKING THE CENTER OF SAID SECTION 6;

THENCE SOUTH 00°16'39" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 787.84 FEET TO THE NORTHEAST CORNER OF WATERFORD SQUARE, AS RECORDED IN BOOK 683 OF MAPS, PAGE 27, MARICOPA COUNTY RECORDS;

THENCE SOUTH 89°03'16" WEST, ALONG THE NORTH LINE OF SAID WATERFORD SQUARE, A DISTANCE OF 1,227.06 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE ALONG THE WESTERLY LINE OF SAID WATERFORD SQUARE THE FOLLOWING COURSES:

THENCE SOUTH 00°16'39" EAST, A DISTANCE OF 528.30 FEET;

THENCE SOUTH 00°19'22" EAST, A DISTANCE OF 190.58 FEET TO A POINT ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 2005-1162708, MARICOPA COUNTY RECORDS;

THENCE NORTH 65°37'37" WEST, DEPARTING SAID WESTERLY LINE ALONG SAID NORTHERLY LINE, A DISTANCE OF 11.01 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL OF LAND;

THENCE SOUTH 00°19'22" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 488.74 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 2005-0158808, MARICOPA COUNTY RECORDS;

THENCE SOUTH 89°05'38" WEST, ALONG SAID SOUTH LINE AND ITS EASTERLY AND WESTERLY PROLONGATIONS, A DISTANCE OF 1,241.46 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6;

THENCE NORTH 00°02'19" WEST, ALONG SAID WEST LINE, A DISTANCE OF 673.80 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF SAID SECTION 6;

THENCE CONTINUING NORTH 00°02'19" WEST, ALONG SAID WEST LINE, A DISTANCE OF 167.45 FEET TO A POINT ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 2001-0448020, MARICOPA COUNTY RECORDS;

THENCE NORTH 89°57'41" EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 217.80 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 00°02'19" WEST, ALONG THE EAST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 89°57'41" WEST, ALONG THE NORTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 217.80 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6;

THENCE NORTH 00°02'19" WEST, ALONG SAID WEST LINE, A DISTANCE OF 945.89 FEET TO THE POINT OF BEGINNING;

EXCEPT THEREFROM THE SOUTH 55.00 FEET OF THE NORTH 102.00 FEET OF THE EAST 50.00 FEET OF THE WEST 108.50 FEET OF LOT 6 OF SAID SECTION 6, AS CONVEYED TO SALT RIVER VALLEY WATER USERS' ASSOCIATION IN INSTRUMENTS NO. 2002-1020227, 2005-0041412 AND 2005-0042034, MARICOPA COUNTY RECORDS.

LEGEND

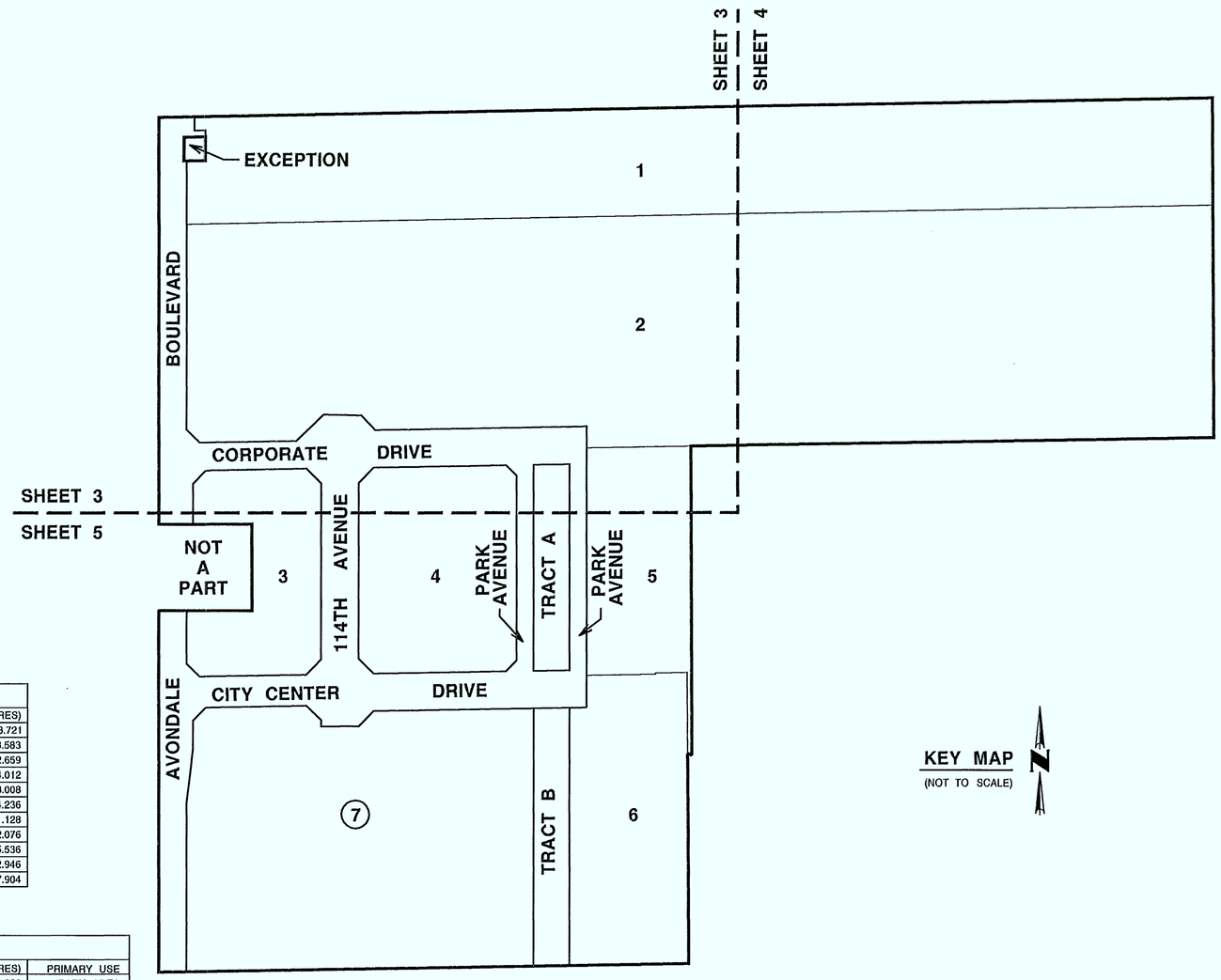
- ▲ — INDICATES SECTION CORNER - FOUND BRASS CAP IN HANDHOLE G.D.A.C.S. (UNLESS OTHERWISE NOTED)
- ⊗ — INDICATES CORNER OF THIS SUBDIVISION - SET PK WITH TAG R.L.S. #36562 (UNLESS OTHERWISE NOTED)
- ◉ — INDICATES CORNER OF THIS SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB, PER M.A.G. STD.DET.120-1,TYPE "B" (UNLESS OTHERWISE NOTED)
- ⊙ — INDICATES CENTER LINE MONUMENTATION - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- ● — INDICATES CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB, PER M.A.G. STD.DET.120-1,TYPE "B"
- DOC. NO. — INDICATES DOCUMENT NUMBER
- ESM'T — INDICATES EASEMENT
- G.D.A.C.S. — INDICATES GEODETIC DENSIFICATION AND CADASTRAL SURVEY RECORDED IN BOOK 694, PAGE 38 OF MAPS
- R.L.S. — INDICATES REGISTERED LAND SURVEYOR

LOT AREAS

PARCEL	AREA (SQUARE FEET)	AREA (ACRES)
LOT 1	597,694	13.721
LOT 2	1,245,062	28.583
LOT 3	115,809	2.659
LOT 4	174,760	4.012
LOT 5	131,034	3.008
LOT 6	184,513	4.236
LOT 7	484,719	11.128
TRACTS	90,447	2.076
INTERIOR RIGHT-OF-WAY	241,136	5.536
EXTERIOR RIGHT-OF-WAY	128,309	2.946
TOTAL	3,393,483	77.904

TRACT TABLE

TRACT	AREA (SQUARE FEET)	AREA (ACRES)	PRIMARY USE
TRACT A	40,095	0.920	PARK AREA
TRACT B	50,352	1.156	PARK AREA
TOTAL	90,447	2.076	



KEY MAP
(NOT TO SCALE)

SHEET 2 OF 5

COE & VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

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NORTHEAST CORNER SECTION 6
TOWNSHIP 1 NORTH, RANGE 1 EAST
FOUND MARICOPA COUNTY HIGHWAY
DEPARTMENT BRASS CAP IN HANDHOLE

POINT OF BEGINNING

N00° 02'33"W 2627.24'

WEST QUARTER CORNER SECTION 6
TOWNSHIP 1 NORTH, RANGE 1 EAST
FOUND BRASS CAP IN HANDHOLE
NO IDENTIFICATION
G.D.A.C.S. #54019-1

AVONDALE GATEWAY
BOOK 854, PAGE 35

40' ROOSEVELT STREET 40'

40' RIGHT-OF-WAY
BOOK 854, PAGE 35

N88° 59'16"E 2469.75'
2386.74'

83.01'
83'
32.00'
S88° 59'16"W
25.50'
109'
N88° 59'16"E
15.00'
EXCEPTION
50.01'
59'
55.01'
N00° 02'19"W
S00° 02'19"E
55.01'
59'
50.01'
S88° 59'16"W
43.51'
8.50'
65'

ACCESS ESM'T
DOC. NO. 2004-0092234

1

148.02'

10' IRRIGATION ESM'T
DOC. NO. 2005-0042035

N88° 59'16"E
2405.78'

MATCH LINE SEE SHEET 4

785.01'
945.89'
N00° 02'19"W

AVONDALE BOULEVARD

DRAINAGE ESM'T
DOC. NO. 2004-0092234

477.05'

2

7' ELECTRIC ESM'T
DOCKET 12638, PAGE 1328

65'
N45° 29'32"W
42.09'
88.32'
S46° 28'46"W
226.52'

88.11'
N89° 03'04"W
44.05'
44.06'
114TH AVENUE
N03° 50'16"E
82.62'
N43° 33'14"W
47.39'
495.80'
50'
50'
50.00'

3' ELECTRIC ESM'T
DOCKET 6825, PAGE 357

28'
28'
424.05'
424.05'
4.00'
4.00'
496.07'
496.07'
N89° 03'16"E 920.12'
N89° 03'16"E
243.80'
3' ELECTRIC ESM'T
DOCKET 6825, PAGE 357

ROOSEVELT - PIERCE PARKWAY
S89° 03'16"W 1227.06'
40' RIGHT-OF-WAY
BOOK 683, PAGE 27

CORPORATE DRIVE
CORPORATE DRIVE

38'
38'
38'
38'
38.01'
38.01'
42.01'
42.00'
TRACT C

235.04'
310.05'
160.88'
80'
80'
94.15'
N44° 30'28"E
42.76'
N00° 02'19"W
124.62'
30' DRAINAGE ESM'T
TO BE DEDICATED
UPON THIS PLAT
3
S45° 29'32"E
45.10'
407.33'
44'
44'
114TH AVENUE
528.33'
528.33'
407.33'
N44° 30'28"E
49.89'
4
S45° 29'32"E
35.07'
427.32'
40'
40'
PARK
42'
42'
N89° 03'16"E
84.01'
477.32'
477.32'
TRACT A
40'
40'
AVENUE
528.33'
5
S00° 16'39"E 528.30'
LOT
48

MATCH LINE SEE SHEET 5

50' 25' 0 50'
SCALE: 1" = 50'

SHEET 3 OF 5

COE & VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

AVONDALE CITY CENTER - FINAL PLAT - C.V.L. JOB# 07-0106504

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AVONDALE GATEWAY
BOOK 854, PAGE 35

ROOSEVELT STREET

40' RIGHT-OF-WAY
BOOK 854, PAGE 35

40' 40' 40' 40'

N88°59'16"E 2469.75'
2386.74'

CENTER SECTION 6
TOWNSHIP 1 NORTH, RANGE 1 EAST
ALUMINUM CAP MARKED "LS#36562"
ON 5/8" IRON BAR

250.02'

1

N88°59'16"E
2405.78'

10' RIGHT-OF-WAY FOR DITCH
BOOK 372 DEEDS, PAGE 582

UNSUBDIVIDED

S00°16'39"E 787.84'

MATCH LINE SEE SHEET 3

537.82'

2

S89°03'16"W 1227.06'

40' RIGHT-OF-WAY
BOOK 683, PAGE 27

ROOSEVELT - PIERCE PARKWAY

40' 40'

S00°16'39"E 2632.26'

1844.42'

WATERFORD SQUARE
BOOK 637, PAGE 9
BOOK 683, PAGE 27

SOUTH QUARTER CORNER SECTION 6
TOWNSHIP 1 NORTH, RANGE 1 EAST
CITY OF AVONDALE
BRASS CAP IN HANDHOLE

50' 25' 0 50'
SCALE: 1" = 50'

Registered Land Surveyor
CERTIFICATE NO.
36562
FRED W.
KLEIN II
Date Signed 4/9/09
ARIZONA, U.S.A.
Expires 9-30-2010

SHEET 4 OF 5

COE & VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

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AVONDALE CITY CENTER - FINAL PLAT - C.V.L. JOB# 07-0106504

MATCH LINE SEE SHEET 3

PURPORTED 7' ELECTRIC ESM'T
DOC. NO. 83-465950

NOT A PART

DRAINAGE ESM'T
DOC. NO. 2003-0454879

DRAINAGE ESM'T
DOC. NO. 2002-1429603
DOC. NO. 2002-1429604

30' DRAINAGE ESM'T TO BE DEDICATED UPON THIS PLAT

AVONDALE BOULEVARD

114TH AVENUE

CITY CENTER DRIVE

PARK AVENUE

TRACT A

TRACT B

TRACT F

WATERFORD SQUARE
BOOK 637 OF MAPS, PAGE 9
BOOK 683 OF MAPS, PAGE 27

LOT 49
LOT 50
LOT 51
LOT 52
LOT 53
LOT 54
LOT 55
LOT 56
LOT 57
LOT 58

UNSUBDIVIDED

SOUTHWEST CORNER SECTION 6
TOWNSHIP 1 NORTH, RANGE 1 EAST
FOUND BRASS CAP IN HANDHOLE
NO IDENTIFICATION
G.D.A.C.S. #54020-1

SCALE: 1" = 50'

SHEET 5 OF 5

COE & VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

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EXHIBIT B
TO
PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEVERTON INVESTMENTS LIMITED PARTNERSHIP

(Moratorium Statute)

See following pages.

Moratorium Statute

ARIZ. REV. STAT. §9-463.06. Standards for enactment of moratorium; land development limitations definitions

A. A city or town shall not adopt a moratorium on construction or land development unless it first:

1. Provides notice to the public published once in a newspaper of general circulation in the community at least thirty days before a final public hearing to be held to consider the adoption of the moratorium.

2. Makes written findings justifying the need for the moratorium in the manner provided for in this section.

3. Holds a public hearing on the adoption of the moratorium and the findings that support the moratorium.

B. For urban or urbanizable land, a moratorium may be justified by demonstration of a need to prevent a shortage of essential public facilities that would otherwise occur during the effective period of the moratorium. This demonstration shall be based on reasonably available information and shall include at least the following findings:

1. A showing of the extent of need beyond the estimated capacity of existing essential public facilities expected to result from new land development, including identification of any essential public facilities currently operating beyond capacity and the portion of this capacity already committed to development, or in the case of water resources, a showing that, in an active management area, an assured water supply cannot be provided or, outside an active management area, a sufficient water supply cannot be provided, to the new land development, including identification of current water resources and the portion already committed to development.

2. That the moratorium is reasonably limited to those areas of the city or town where a shortage of essential public facilities would otherwise occur and on property that has not received development approvals based upon the sufficiency of existing essential public facilities.

3. That the housing and economic development needs of the area affected have been accommodated as much as possible in any program for allocating any remaining essential public facility capacity.

C. A moratorium not based on a shortage of essential public facilities under subsection B of this section may be justified only by a demonstration of compelling need for other public facilities, including police and fire facilities. This demonstration shall be based on reasonably available information and shall include at least the following findings:

1. For urban or urbanizable land:

(a) That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas.

(b) That the moratorium is sufficiently limited to ensure that a needed supply of affected housing types and the supply of commercial and industrial facilities within or in proximity to the city or town are not unreasonably restricted by the adoption of the moratorium.

(c) Stating the reasons that alternative methods of achieving the objectives of the moratorium are unsatisfactory.

(d) That the city or town has determined that the public harm that would be caused by failure to impose a moratorium outweighs the adverse effects on other affected local governments, including shifts in demand for housing or economic development, public facilities and services and buildable lands and the overall impact of the moratorium on population distribution.

(e) That the city or town proposing the moratorium has developed a work plan and time schedule for achieving the objectives of the moratorium.

2. For rural land:

(a) That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas.

(b) Stating the reasons that alternative methods of achieving the objectives of the moratorium are unsatisfactory.

(c) That the moratorium is sufficiently limited to ensure that lots or parcels outside the affected geographical areas are not unreasonably restricted by the adoption of the moratorium.

(d) That the city or town proposing the moratorium has developed a work plan and time schedule for achieving the objectives of the moratorium.

D. Any moratorium adopted pursuant to this section does not affect any express provision in a development agreement entered into pursuant to section 9-500.05 or as defined in section 11-1101 governing the rate, timing and sequencing of development, nor does it affect rights acquired pursuant to a protected development right granted according to chapter 11 of this title or title 11, chapter 9. Any moratorium adopted pursuant to this section shall provide a procedure pursuant to which an individual landowner may apply for a waiver of the moratorium's applicability to its property by claiming rights obtained pursuant to a development agreement, a protected development right or any vested right or by providing the public facilities that are the subject of the moratorium at the landowner's cost.

E. A moratorium adopted under subsection C, paragraph 1 of this section shall not remain in effect for more than one hundred twenty days, but such a moratorium may be extended for additional periods of time of up to one hundred twenty days if the city or town adopting the moratorium holds a public hearing on the proposed extension and adopts written findings that:

1. Verify the problem requiring the need for the moratorium to be extended.

2. Demonstrate that reasonable progress is being made to alleviate the problem resulting in the moratorium.

3. Set a specific duration for the renewal of the moratorium.

F. A city or town considering an extension of a moratorium shall provide notice to the general public published once in a newspaper of general circulation in the community at least thirty days before a final hearing is held to consider an extension of a moratorium.

G. Nothing in this section shall prevent a city or town from complying with any state or federal law, regulation or order issued in writing by a legally authorized governmental entity.

H. A landowner aggrieved by a municipality's adoption of a moratorium pursuant to this section may file, at any time within thirty days after the moratorium has been adopted, a complaint for a trial de novo in the superior court on the facts and the law regarding the moratorium. All matters presented to the superior court pursuant to this section have preference on the court calendar on the same basis as condemnation matters and the court shall further have the authority to award reasonable attorney fees incurred in the appeal and trial pursuant to this section to the prevailing Party.

I. In this section:

1. "Compelling need" means a clear and imminent danger to the health and safety of the public.

2. "Essential public facilities" means water, sewer and street improvements to the extent that these improvements and water resources are provided by the city, town or private utility.

3. "Moratorium on construction or land development" means engaging in a pattern or practice of delaying or stopping issuance of permits, authorizations or approvals necessary for the subdivision and partitioning of, or construction on, any land. It does not include denial or delay of permits or authorizations because they are inconsistent with applicable statutes, rules, zoning or other ordinances.

4. "Rural land" means all property in the unincorporated area of a county or in the incorporated area of the city or town with a population of two thousand nine hundred or less persons according to the most recent United States decennial census.

5. "Urban or urbanizable land" means all property in the incorporated area of a city or town with a population of more than two thousand nine hundred persons according to the most recent United States decennial census.

6. "Vested right" means a right to develop property established by the expenditure of substantial sums of money pursuant to a permit or approval granted by the city, town or county.

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1364-409 - ASC Annexation

MEETING DATE:
April 20, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider an ordinance authorizing the annexation of 78.3 acres of land generally located north of the northeast corner of Avondale Blvd. and Van Buren Street.

BACKGROUND:

This is a City-initiated request for annexation. The proposed annexation area includes land that is slated to site the ASC Sports Complex. The property is contiguous to existing city limits on all four sides, is currently zoned Rural 43 by Maricopa County and will be designated as RR-43 upon annexation.

City Council authorized staff to proceed with the annexation on January 12, 2009 and held a public hearing on March 9, 2009. No comments were received at the public hearing.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance annexing 78.3 acres of land located north of the northeast corner of Avondale Blvd. and Van Buren Street.

ATTACHMENTS:

Click to download

- Ordinance 1364-409

ORDINANCE NO. 1364-409

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS.

WHEREAS, a petition in writing, accompanied by a map of said real property, having been filed and presented to the Council of the City of Avondale (the "City Council"), signed by the owners of more than one-half in value of the real and personal property and more than one half of the persons owning real and personal property as would be subject to taxation by the City of Avondale (the "City") in the event of annexation within the territory and land hereinafter described (the "Annexation Area") as shown by the last assessment of said property, which territory is contiguous to the City, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed into the City, and to extend and increase the corporate limits of the City so as to embrace the same; and

WHEREAS, the City Council desires to comply with said petition and extend and increase the corporate limits of the City to include the Annexation Area; and

WHEREAS, said petition sets forth a true and correct legal description of all the exterior boundaries of the entire Annexation Area and had attached thereto at all times an accurate map of the Annexation Area; and

WHEREAS, no alterations increasing or reducing the Annexation Area have been made after the said petition has been signed by any owner of real and personal property in such territory; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-471(L), a city shall adopt a zoning classification for the annexation area that permits densities and uses no greater than that permitted by the county immediately before the annexation; and

WHEREAS, the Annexation Area is currently zoned by Maricopa County as Rural 43, and the City's Rural Residential District (RR-43) zoning classification does not permit densities and uses greater than permitted by Maricopa County's Rural 43 zoning classification; and

WHEREAS, the provisions of ARIZ. REV. STAT. § 9-471, and amendments thereto, have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk together with a true and correct copy of the original petition referred to herein, which is on file in the office of the Maricopa County Recorder.

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

SECTION 1. That the Annexation Area, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference, is hereby annexed to the City and that the present corporate limits are hereby extended and increased to include the Annexation Area.

SECTION 2. That the land-use classification for the Annexation Area is hereby designated as Rural Residential District (RR-43) under the City of Avondale Zoning Ordinance.

SECTION 3. That the City Clerk is hereby authorized and directed to file with the Maricopa County Recorder's Office a fully executed copy of this Ordinance, together with an accurate map of the Annexation Area.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, April 20, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

1015846.1

EXHIBIT A
TO
ORDINANCE NO. 1364-409

[Legal description and map of Annexation Area]

See following pages.

CITY OF AVONDALE
DESCRIPTION FOR ANNEXATION

Those portions of the Southwest Quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The North Half of said Southwest Quarter;

EXCEPT the East 15 acres of the South 30 acres;

And EXCEPT the West 78.00 feet thereof.

The South 3.00 feet of the West 74.09 feet of the East 15 acres of the South 30 acres of the North Half of said Southwest Quarter.

General Land Office (GLO) Lot 7 of said Section 6;

EXCEPT the South 346.00 feet;

EXCEPT the North 303.78 feet of South 649.78 feet of the West 766.44 feet;

And EXCEPT the West 78.00 feet thereof.

That portion of the Southeast Quarter of said Southwest Quarter described as follows:

COMMENCING at the Maricopa County Highway Department brass cap found in hand hole at the West Quarter Corner of said Section, from which the brass cap found in hand hole at the Southwest Quarter of said Section bears South 00 degrees 02 minutes 17 seconds East a distance of 2626.80 feet as defined on "Record of Survey PLSS Subdivision" in Book 694 of Maps, Page 38 of the Maricopa County Recorder;

Thence along said West line of the Southwest Quarter, South 00 degrees 02 minutes 17 seconds East a distance of 1313.40 feet to the Northwest Corner of GLO Lot 7;

Thence along the North line of said GLO Lot 7, North 89 degrees 03 minutes 11 seconds East a distance of 1164.19 feet to the Northeast Corner of said GLO Lot 7, said Northeast Corner being the POINT OF BEGINNING;

Thence along the East line of said GLO Lot 7, South 00 degrees 24 minutes 31 seconds East a distance of 968.59 feet to the North line of the South 346.00 feet of said Southwest Quarter;

Thence along said North line, North 89 degrees 07 minutes 27 East a distance of 72.55 feet to a point;

Thence North 00 degrees 19 minutes 02 seconds West a distance of 968.69 feet to a point on the North line of the Southeast Quarter of said Southwest Quarter;

Thence along said North line, South 89 degrees 03 minutes 09 seconds West a distance of 74.09 feet to the POINT OF BEGINNING.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 2-9-2009
ARIZONA U.S.A.

EXPIRES 6/30/2011

FOUND 3" BCHH
W. ¼ COR. SEC. 6,
T.1N., R.1E.

FOUND 3" BCHH
N ¼ COR. SEC. 6,
T.1N., R.1E.

FOUND 3" BCHH
E. ¼ COR. SEC. 6,
T.1N., R.1E.

ORD. 407

6

ORD. 358
ORD. 244
ORD. 239
ORD. 900

1313.40'

LOT 6

78.0'
55.0'
R/W

ORD. 796

N. LINE OF S. 30 ACRES
OF N. HALF OF S.W. QUARTER

SCALE: 1"=500'

AREA TO BE
ANNEXED

E. 15 ACRES

74.09'

1164.19'

2626.80'

AVONDALE BOULEVARD

74.09'

3.0'

968.59'

968.69'

111TH AVENUE

ORD. 358

LOT 7

ORD. 716

766.44'

FOUND 3" BCHH
S.W. COR. SEC. 6,
T.1N., R.1E.

ORD. 253

72.55'

ORD. 443

VAN BUREN ROAD

FOUND 3" BCHH
S ¼ COR. SEC. 6,
T.1N., R.1E.

649.78'

346.0'

TO BE ANNEXED

EXISTING AVONDALE
CITY LIMITS

REBAR

CALCULATED POINT

BRASS CAP IN HH

PK NAIL

ASC ANNEXATION
CITY OF AVONDALE, ARIZONA
WE HEREBY CERTIFY THAT THIS IS AN ACCURATE PLAT OF TERRITORY ANNEXED TO THE CITY OF AVONDALE, ARIZONA BY ORDINANCE NO. _____.

MAYOR _____, DATE _____.

CLERK _____, DATE _____.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 2-9-2009
ARIZONA, U.S.A.
Expires 06/30/2011

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, ARIZONA		
SW ¼ SECTION 6,		
T.1N., R.1E., G. & S.R.B. & M.		
ANNEXATION EXHIBIT		
DATE: 1/20/09	REV'D:	
DRAWN BY: DG	CHK'D: DGF	PG: 1 OF 1
FILE: 435011-13_01-12-09.DWG		

DEVELOPMENT SERVICES

SUBJECT:
Final Plat for Avondale City Center Phase I (FP-09-1)

MEETING DATE:
April 20, 2009

TO: Mayor and Council

FROM: Sue McDermott, P.E., City Engineer (623) 333-4211

THROUGH: Charlie McClendon, City Manager

REQUEST: Create a Final Plat for the Avondale City Center Phase I.

PARCEL SIZE: 77.904 acres

LOCATION: South of the southeast corner of Avondale Boulevard and Roosevelt Street alignment (See Exhibit A and B).

APPLICANT: City of Avondale

OWNER: Leverton, O'Brien, & Mortensen (see plat note for complete ownership)

BACKGROUND:

The subject properties are a combination of vacant and built parcels owned by the City of Avondale and three other private parties in the newly formed City Center Area. This Final Plat is a result of these properties being annexed into the City (April 20, 2009) and will subsequently be zoned from their county zoning to the equivilent city zoning designation including AG (Agriculture) and RR-43 (Rural Residential). At some point in the near future, the subject properties will be rezoned to a City Center District (CCD) zoning. Staff is currently working on that text and will present this new zoning district to the City Council in May 2009.

SUMMARY OF REQUEST:

The City is requesting approval of the Final plat of Avondale City Center Phase 1, totaling 77.9 gross acres into seven lots, exchanging city property, Tracts A and B for parks, right-of-way, and easements. Lot 1 will be 13.721 acres; Lot 2 will be 28.583 acres; Lot 3 will be 2.669 acres; Lot 4 will be 4.012 acres; and Lot 5 will be 3.008 acres, Lot 6 will be 3.685 acres Lot 7 will be 10.544 acres, Tract A will be 0.920 acres, and Tract B will be 1.092 acres (Exhibit C). Right-of-way for public streets and easements for drainage will be dedicated with this final plat request. The remainder of a city owned parcel will be exchanged with the owner of Lot 3 in partial consideration for dedication of right-of-way from the original parcel.

PARTICIPATION:

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

PLANNING COMMISSION ACTION:

The Planning Commission does not review final plats.

ANALYSIS:

- The proposed plat will subdivide the 77.904 acre property into 7 Lots and 2 Tracts.
- The City will exchange the remainder (0.38 acres) of a parcel located at the northwest corner

of Lot 3 with the owner of the lot as partial consideration for the dedication of rights of way.
- The City will be responsible for completing of all of the infrastructure and landscaping in the right-of-way along all of the streets as part of Phase I, park improvements in Tract A and minor landscaping/drainage improvments in Tract AB.
- Property owners will dedicate all right-of-way for all proposed infrastructure as of Phase I.

FINDINGS:

The proposed plat meets the following findings:

- It meets the land use and design objectives of the General Plan.
- It is consistent with the requirements of the AG zoning.
- It is consistent with the City Center Specific Plan.
- It is in conformance with the Avondale Subdivision Regulations.

RECOMMENDATION:

Staff recommends that the City Council APPROVE the proposed final plat.

PROPOSED MOTION:

I move that the City Council accept the findings and APPROVE application FP-09-1, a request for final plat approval.

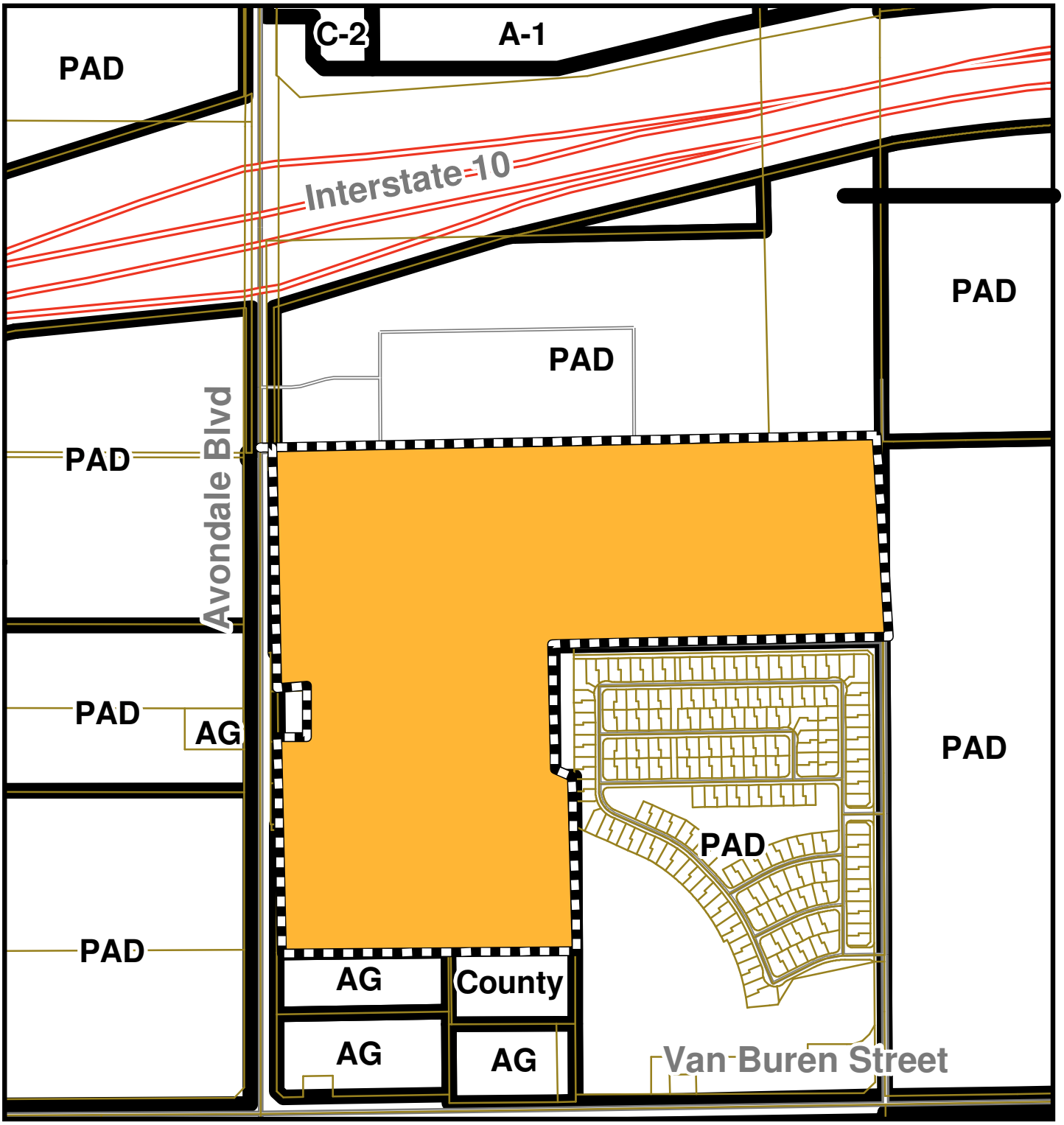
ATTACHMENTS:

Click to download

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Photo
- Exhibit C - Final Plat

PROJECT MANAGER:

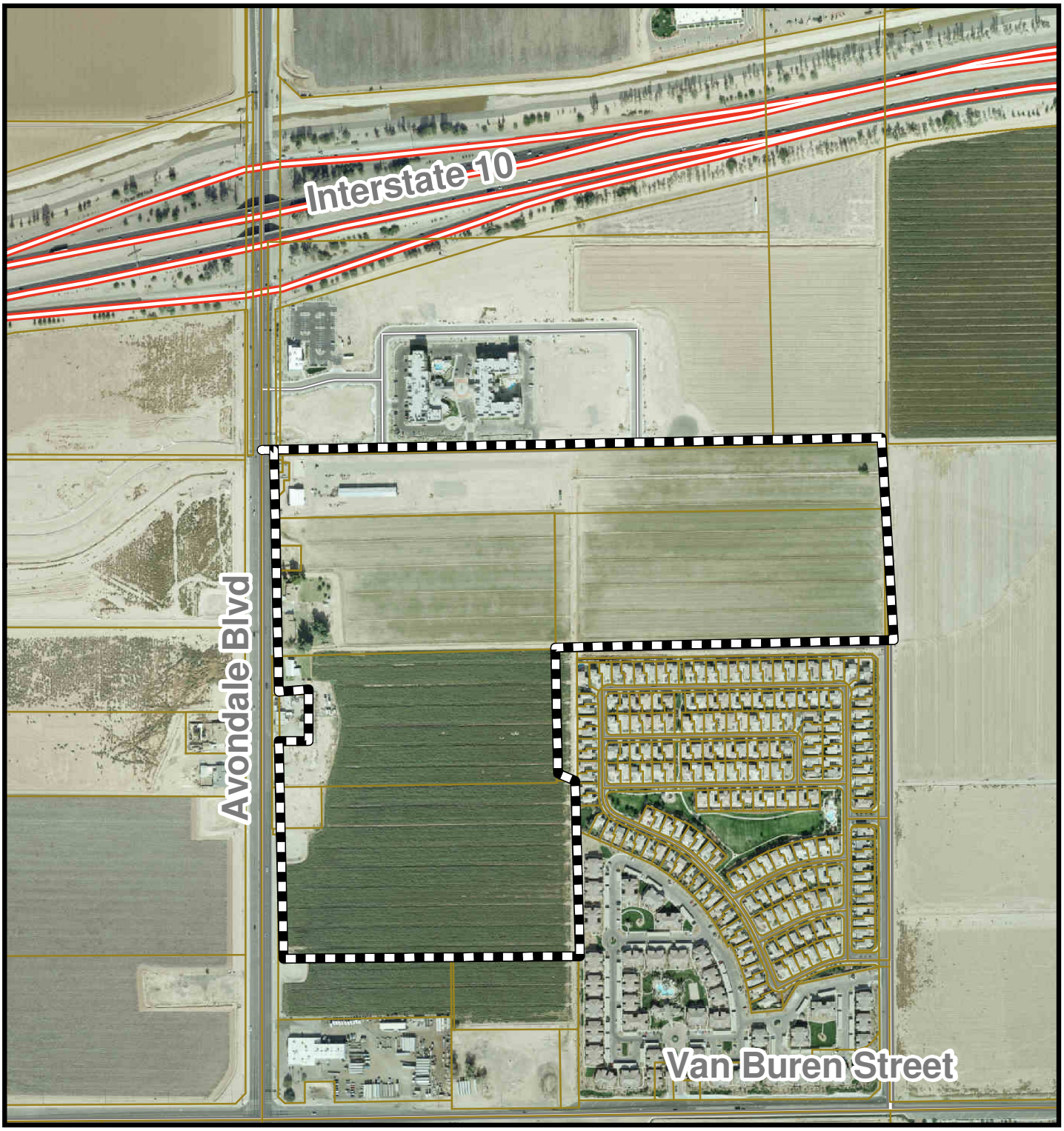
Charles Andrews, P.E., Senior Engineering Project Manager, 623-333-4216



Zoning Vicinity Map

Avondale

Subject Property



2008 Aerial Photograph

Avondale

Subject Property

FINAL PLAT OF

AVONDALE CITY CENTER PHASE 1

A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA
OWNER: CITY OF AVONDALE

NOTES

1. ALL LANDSCAPING WITHIN THE ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE ADJACENT OWNERS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OR 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. A 1/2" REBAR WITH CAP MARKED R.L.S.#36562 WILL BE SET AT ALL LOT CORNERS AT THE COMPLETION OF MASS GRADING.

100 YEAR ASSURED WATER SUPPLY

THIS 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.

BENCHMARK

CITY OF AVONDALE BENCHMARK CIVIC CENTER
NGS HORIZONTAL CONTROL DISK STAMPED
CIVIC CENTER 2006
ELEVATION 996.80 NAVD88 DATUM

OWNER/DEVELOPER

CITY OF AVONDALE
11465 W. CIVIC CENTER DRIVE
SUITE 120
AVONDALE, ARIZONA 85323-6804
PHONE: (623) 333-4200
FAX: (623) 333-0420
CONTACT: CHARLES ANDREWS

SURVEYOR

COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0928
CONTACT: FRED W. KLEIN

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, HAVING A BEARING OF NORTH 00°02'19" WEST, PER THE RECORD OF SURVEY AVONDALE CITY CENTER RECORDED IN BOOK 1023 OF MAPS, PAGE 35, AND HAVING A BEARING OF SOUTH 00°02'17" EAST, PER THE MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY, RECORDED IN BOOK 694 OF MAPS, PAGE 38.

APPROVAL

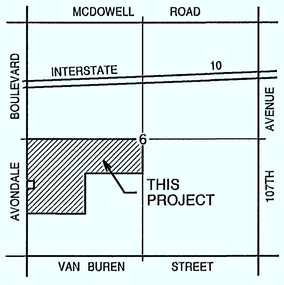
APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS____DAY OF _____ , 2009.

_____ _____
MARIE LOPEZ ROGERS, MAYOR DATE

_____ _____
ATTEST, CITY CLERK DATE

_____ _____
CITY ENGINEER DATE



VICINITY MAP
(NOT TO SCALE)

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE____ DAY OF _____, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIM/HERSELF TO BE _____ OF LEVERTON PROPERTIES L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, A LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE/SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE____ DAY OF _____, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIM/HERSELF TO BE _____ OF LEVERTON INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, A LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE/SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE____ DAY OF _____, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED CLIFFORD T. MORTENSEN SR. AND SYLVIA K. MORTENSEN WHO ACKNOWLEDGED THEMSELVES TO BE TRUSTEES OF THE CLIFFORD T. SR. AND SYLVIA K. MORTENSEN LIVING TRUST DATED JANUARY 15, 2004, A LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT THEY, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE____ DAY OF _____, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED_____ WHO ACKNOWLEDGED HIM/HERSELF TO BE _____ OF CARLOS O'BRIEN'S SCOTTSDALE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, A LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE/SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE____ DAY OF _____, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED MARIE LOPEZ ROGERS WHO ACKNOWLEDGED HERSELF TO BE MAYOR OF THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, A LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE____ DAY OF _____, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED VIRGINIA LOUISE MORTENSEN WHO ACKNOWLEDGED HERSELF TO BE SUCCESSOR TRUSTEE OF THE AZEL JACK MORTENSEN AND VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, A LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY MY COMMISSION EXPIRES

CERTIFICATION

I, FRED W. KLEIN III, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT, CONSISTING OF FIVE (5) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF DECEMBER, 2008, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

FRED W. KLEIN III
REGISTERED LAND SURVEYOR #36562
COE & VAN LOO CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014

Registered Land Surveyor
CERTIFICATE NO.
36562
FRED W.
KLEIN III
ARIZONA U.S.A.
Expires 6-30-2010

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT LEVERTON PROPERTIES L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, LEVERTON INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, THE CLIFFORD T. SR. AND SYLVIA K. MORTENSEN LIVING TRUST DATED JANUARY 15, 2004, THE AZEL JACK MORTENSEN & VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, CARLOS O'BRIEN'S SCOTTSDALE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME OF "AVONDALE CITY CENTER PHASE 1", A 7 LOT SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "AVONDALE CITY CENTER PHASE 1", AND HEREBY DECLARE THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT THE LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. LEVERTON PROPERTIES L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, LEVERTON INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, THE CLIFFORD T. SR. AND SYLVIA K. MORTENSEN LIVING TRUST DATED JANUARY 15, 2004, THE AZEL JACK MORTENSEN & VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, CARLOS O'BRIEN'S SCOTTSDALE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNERS,HEREBY DEDICATE TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. TRACTS A AND B ARE HEREBY DEDICATED TO THE CITY OF AVONDALE FOR USE AS PARK AREA.

A 30' DRAINAGE EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF AVONDALE.

IN WITNESS WHEREOF:

LEVERTON PROPERTIES L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, LEVERTON INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, THE CLIFFORD T. SR. AND SYLVIA K. MORTENSEN LIVING TRUST DATED JANUARY 15, 2004, THE AZEL JACK MORTENSEN & VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, CARLOS O'BRIEN'S SCOTTSDALE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNERS, HAVE HEREUNDER CAUSED THEIR NAMES TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICERS, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF_____ , 2009.

BY: LEVERTON PROPERTIES L.L.C.
AN ARIZONA LIMITED LIABILITY COMPANY.

BY: _____ DATE: _____

ITS: _____

BY: LEVERTON INVESTMENTS LIMITED PARTNERSHIP
AN ARIZONA LIMITED PARTNERSHIP.

BY: _____ DATE: _____

ITS: _____

BY: THE CLIFFORD T. SR. AND SYLVIA K. MORTENSEN LIVING TRUST
DATED JANUARY 15, 2004.

BY: _____ DATE: _____
CLIFFORD T. MORTENSEN
TRUSTEE

BY: _____ DATE: _____
SYLVIA K. MORTENSEN
TRUSTEE

BY: THE AZEL JACK MORTENSEN & VIRGINIA LOUISE MORTENSEN
LIVING TRUST DATED AUGUST 20, 1992.

BY: _____ DATE: _____
VIRGINIA LOUISE MORTENSEN
SUCCESSOR TRUSTEE

BY: THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993.

BY: _____ DATE: _____
CLIFFORD T. MORTENSEN
TRUSTEE

BY: _____ DATE: _____
SYLVIA K. MORTENSEN
TRUSTEE

BY: CARLOS O'BRIEN'S SCOTTSDALE, L.L.C.,
AN ARIZONA LIMITED LIABILITY COMPANY.

BY: _____ DATE: _____

ITS: _____

BY: THE CITY OF AVONDALE
AN ARIZONA MUNICIPAL CORPORATION.

BY: _____ DATE: _____
MARIE LOPEZ ROGERS
MAYOR

SHEET 1 OF 5

GROSS AREA = 77.904 AC.
TOTAL LOTS = 7

COE & VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

mikor
4/8/2009
11:04:55 AM
N:\07\0106504\Cadd\PHASE 1\PT01C01.dgn

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE BRASS CAP IN HANDHOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 6;

THENCE NORTH 88°59'16" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 2,469.75 FEET TO THE ALUMINUM CAP MARKING THE CENTER OF SAID SECTION 6;

THENCE SOUTH 00°16'39" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 787.84 FEET TO THE NORTHEAST CORNER OF WATERFORD SQUARE, AS RECORDED IN BOOK 683 OF MAPS, PAGE 27, MARICOPA COUNTY RECORDS;

THENCE SOUTH 89°03'16" WEST, ALONG THE NORTH LINE OF SAID WATERFORD SQUARE, A DISTANCE OF 1,227.06 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE ALONG THE WESTERLY LINE OF SAID WATERFORD SQUARE THE FOLLOWING COURSES:

THENCE SOUTH 00°16'39" EAST, A DISTANCE OF 528.30 FEET;

THENCE SOUTH 00°19'22" EAST, A DISTANCE OF 190.58 FEET TO A POINT ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 2005-1162708, MARICOPA COUNTY RECORDS;

THENCE NORTH 65°37'37" WEST, DEPARTING SAID WESTERLY LINE ALONG SAID NORTHERLY LINE, A DISTANCE OF 11.01 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL OF LAND;

THENCE SOUTH 00°19'22" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 488.74 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 2005-0158808, MARICOPA COUNTY RECORDS;

THENCE SOUTH 89°05'38" WEST, ALONG SAID SOUTH LINE AND ITS EASTERLY AND WESTERLY PROLONGATIONS, A DISTANCE OF 1,241.46 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6;

THENCE NORTH 00°02'19" WEST, ALONG SAID WEST LINE, A DISTANCE OF 673.80 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF SAID SECTION 6;

THENCE CONTINUING NORTH 00°02'19" WEST, ALONG SAID WEST LINE, A DISTANCE OF 167.45 FEET TO A POINT ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 2001-0448020, MARICOPA COUNTY RECORDS;

THENCE NORTH 89°57'41" EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 217.80 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 00°02'19" WEST, ALONG THE EAST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 89°57'41" WEST, ALONG THE NORTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 217.80 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6;

THENCE NORTH 00°02'19" WEST, ALONG SAID WEST LINE, A DISTANCE OF 945.89 FEET TO THE POINT OF BEGINNING;

EXCEPT THEREFROM THE SOUTH 55.00 FEET OF THE NORTH 102.00 FEET OF THE EAST 50.00 FEET OF THE WEST 108.50 FEET OF LOT 6 OF SAID SECTION 6, AS CONVEYED TO SALT RIVER VALLEY WATER USERS' ASSOCIATION IN INSTRUMENTS NO. 2002-1020227, 2005-0041412 AND 2005-0042034, MARICOPA COUNTY RECORDS.

LEGEND

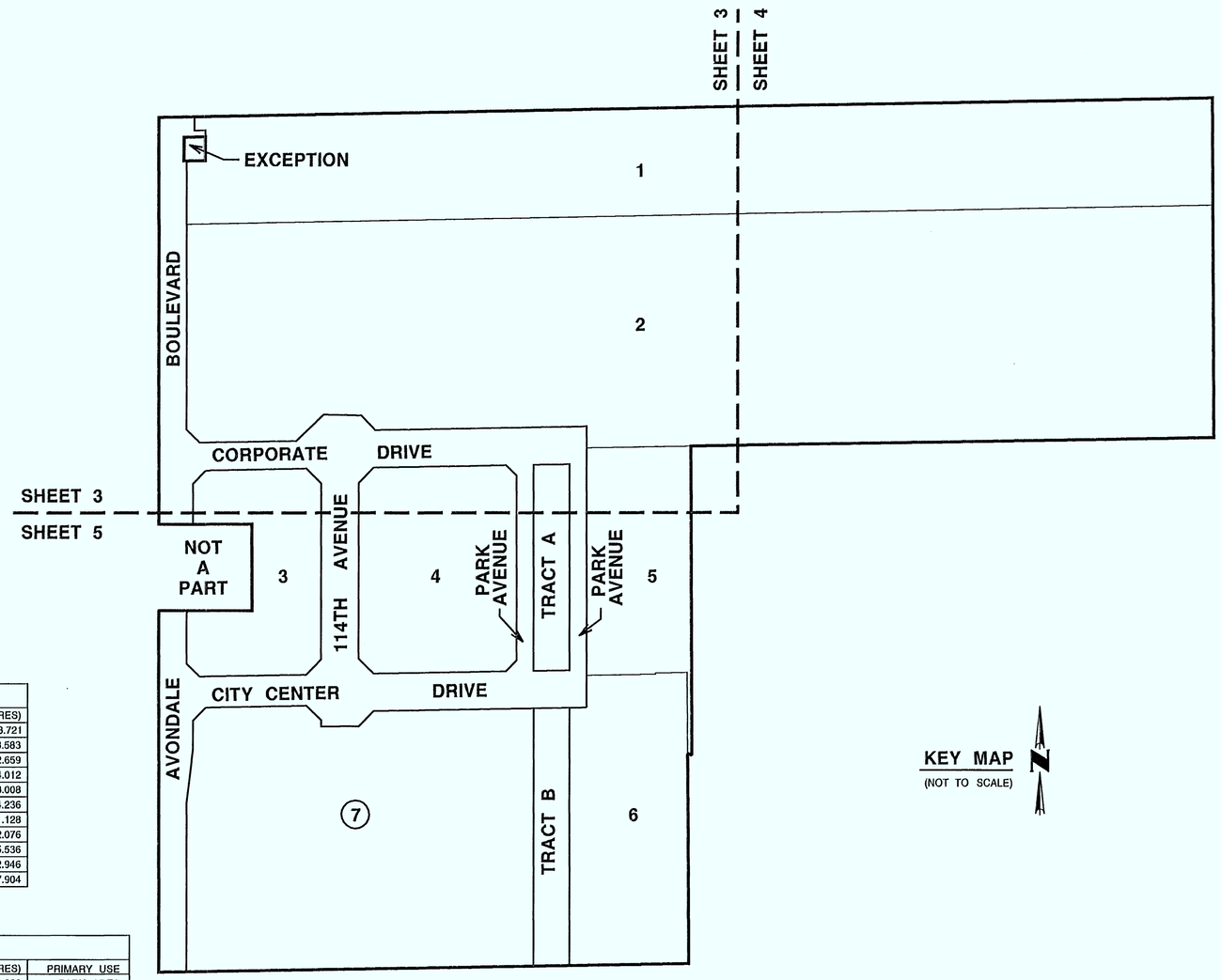
- ▲ — INDICATES SECTION CORNER - FOUND BRASS CAP IN HANDHOLE G.D.A.C.S. (UNLESS OTHERWISE NOTED)
- ⊗ — INDICATES CORNER OF THIS SUBDIVISION - SET PK WITH TAG R.L.S. #36562 (UNLESS OTHERWISE NOTED)
- ◉ — INDICATES CORNER OF THIS SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB, PER M.A.G. STD.DET.120-1,TYPE "B" (UNLESS OTHERWISE NOTED)
- ⊙ — INDICATES CENTER LINE MONUMENTATION - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- ● — INDICATES CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB, PER M.A.G. STD.DET.120-1,TYPE "B"
- DOC. NO. — INDICATES DOCUMENT NUMBER
- ESM'T — INDICATES EASEMENT
- G.D.A.C.S. — INDICATES GEODETIC DENSIFICATION AND CADASTRAL SURVEY RECORDED IN BOOK 694, PAGE 38 OF MAPS
- R.L.S. — INDICATES REGISTERED LAND SURVEYOR

LOT AREAS

PARCEL	AREA (SQUARE FEET)	AREA (ACRES)
LOT 1	597,694	13.721
LOT 2	1,245,062	28.583
LOT 3	115,809	2.659
LOT 4	174,760	4.012
LOT 5	131,034	3.008
LOT 6	184,513	4.236
LOT 7	484,719	11.128
TRACTS	90,447	2.076
INTERIOR RIGHT-OF-WAY	241,136	5.536
EXTERIOR RIGHT-OF-WAY	128,309	2.946
TOTAL	3,393,483	77.904

TRACT TABLE

TRACT	AREA (SQUARE FEET)	AREA (ACRES)	PRIMARY USE
TRACT A	40,095	0.920	PARK AREA
TRACT B	50,352	1.156	PARK AREA
TOTAL	90,447	2.076	



KEY MAP
(NOT TO SCALE)

SHEET 2 OF 5

COE & VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

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NORTHEAST CORNER SECTION 6
TOWNSHIP 1 NORTH, RANGE 1 EAST
FOUND MARICOPA COUNTY HIGHWAY
DEPARTMENT BRASS CAP IN HANDHOLE

POINT OF BEGINNING

N00° 02'33"W 2627.24'

WEST QUARTER CORNER SECTION 6
TOWNSHIP 1 NORTH, RANGE 1 EAST
FOUND BRASS CAP IN HANDHOLE
NO IDENTIFICATION
G.D.A.C.S. #54019-1

AVONDALE GATEWAY
BOOK 854, PAGE 35

40' ROOSEVELT STREET 40'

40' RIGHT-OF-WAY
BOOK 854, PAGE 35

N88° 59'16"E 2469.75'
2386.74'

83.01'
83'
32.00'
S88° 59'16"W
25.50'
109'
N88° 59'16"E
15.00'
EXCEPTION
50.01'
59'
55.01'
N00° 02'19"W
S00° 02'19"E
55.01'
59'
50.01'
S88° 59'16"W
43.51'
8.50'
65'

ACCESS ESM'T
DOC. NO. 2004-0092234

1

148.02'

10' IRRIGATION ESM'T
DOC. NO. 2005-0042035

N88° 59'16"E
2405.78'

MATCH LINE SEE SHEET 4

785.01'
945.89'
N00° 02'19"W

AVONDALE BOULEVARD

DRAINAGE ESM'T
DOC. NO. 2004-0092234

477.05'

2

7' ELECTRIC ESM'T
DOCKET 12638, PAGE 1328

65'
N45° 29'32"W
42.09'
88.32'
S46° 28'46"W
226.52'

88.11'
N89° 03'04"W
44.05'
44.06'
114TH AVENUE
N03° 50'16"E
82.62'
N43° 33'14"W
47.39'
495.80'
50'
50'
50.00'

3' ELECTRIC ESM'T
DOCKET 6825, PAGE 357

28'
28'
424.05'
424.05'
4.00'
4.00'
496.07'
496.07'
N89° 03'16"E 920.12'
N89° 03'16"E
243.80'
3' ELECTRIC ESM'T
DOCKET 6825, PAGE 357

ROOSEVELT - PIERCE PARKWAY
S89° 03'16"W 1227.06'
40' RIGHT-OF-WAY
BOOK 683, PAGE 27

CORPORATE DRIVE
CORPORATE DRIVE

38'
38'
38'
38'
38.01'
38.01'
42.01'
42.00'
TRACT C

235.04'
310.05'
160.88'
80'
80'
94.15'
N44° 30'28"E
42.76'
N00° 02'19"W
124.62'
30' DRAINAGE ESM'T
TO BE DEDICATED
UPON THIS PLAT
3
S45° 29'32"E
45.10'
407.33'
44'
44'
114TH AVENUE
528.33'
528.33'
407.33'
N44° 30'28"E
49.89'
4
S45° 29'32"E
35.07'
427.32'
40'
40'
PARK
42'
42'
N89° 03'16"E
84.01'
477.32'
477.32'
TRACT A
40'
40'
AVENUE
528.33'
5
S00° 16'39"E 528.30'
LOT
48

MATCH LINE SEE SHEET 5

50' 25' 0 50'
SCALE: 1" = 50'

SHEET 3 OF 5

COE & VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

AVONDALE CITY CENTER - FINAL PLAT - C.V.L. JOB# 07-0106504

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AVONDALE GATEWAY
BOOK 854, PAGE 35

ROOSEVELT STREET

40' RIGHT-OF-WAY
BOOK 854, PAGE 35

40' 40' 40' 40'

N88°59'16"E 2469.75'
2386.74'

CENTER SECTION 6
TOWNSHIP 1 NORTH, RANGE 1 EAST
ALUMINUM CAP MARKED "LS#36562"
ON 5/8" IRON BAR

250.02'

1

N88°59'16"E
2405.78'

10' RIGHT-OF-WAY FOR DITCH
BOOK 372 DEEDS, PAGE 582

UNSUBDIVIDED

S00°16'39"E 787.84'

MATCH LINE SEE SHEET 3

537.82'

2

S89°03'16"W 1227.06'

40' RIGHT-OF-WAY
BOOK 683, PAGE 27

ROOSEVELT - PIERCE PARKWAY

40' 40'

S00°16'39"E 2632.26'

1844.42'

WATERFORD SQUARE
BOOK 637, PAGE 9
BOOK 683, PAGE 27

SOUTH QUARTER CORNER SECTION 6
TOWNSHIP 1 NORTH, RANGE 1 EAST
CITY OF AVONDALE
BRASS CAP IN HANDHOLE

50' 25' 0 50'
SCALE: 1" = 50'

Registered Land Surveyor
CERTIFICATE NO.
36562
FRED W.
KLEIN II
Date Signed 4/9/09
ARIZONA, U.S.A.
Expires 9-30-2010

SHEET 4 OF 5

COE & VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

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AVONDALE CITY CENTER - FINAL PLAT - C.V.L. JOB# 07-0106504

MATCH LINE SEE SHEET 3

PURPORTED 7' ELECTRIC ESM'T
DOC. NO. 83-465950

NOT A PART

DRAINAGE ESM'T
DOC. NO. 2003-0454879

DRAINAGE ESM'T
DOC. NO. 2002-1429603
DOC. NO. 2002-1429604

30' DRAINAGE ESM'T TO BE DEDICATED UPON THIS PLAT

AVONDALE BOULEVARD

114TH AVENUE

CITY CENTER DRIVE

PARK AVENUE

TRACT A

TRACT B

TRACT F

WATERFORD SQUARE
BOOK 637 OF MAPS, PAGE 9
BOOK 683 OF MAPS, PAGE 27

LOT 49
LOT 50
LOT 51
LOT 52
LOT 53
LOT 54
LOT 55
LOT 56
LOT 57
LOT 58

UNSUBDIVIDED

SOUTHWEST CORNER SECTION 6
TOWNSHIP 1 NORTH, RANGE 1 EAST
FOUND BRASS CAP IN HANDHOLE
NO IDENTIFICATION
G.D.A.C.S. #54020-1

SCALE: 1" = 50'

SHEET 5 OF 5

COE & VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

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CITY COUNCIL REPORT

SUBJECT:
Approval of Purchase and Sale Agreement - Mortensen Property

MEETING DATE:
April 20, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a purchase and sale agreement for approximately 4.25 acres of real property generally located south of Corporate Drive, north of Van Buren Street and east of Avondale Boulevard in the amount of $1,640,000 for municipal purposes; authorize the use and transfer of contingency funds; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On January 12, 2009 Council passed an ordinance authorizing the acquisition of approximately 4.25 acres of property in the City Center for a community sports and receation facility.

DISCUSSION:

Staff has negotiated the purchase of the necessary property in the City Center Planning Area from the Mortensen family for the construction of the American Sports Center-Avondale recreation facility.

BUDGETARY IMPACT:

The purchase of the property will require the use of contingency funds.

RECOMMENDATION:

Staff recommends that the City Council approve a purchase and sale agreement for approximately 4.25 acres of real property generally located south of Corporate Drive, north of Van Buren Street and east of Avondale Boulevard in the amount of $1,640,000 for municipal purposes; authorize the use and transfer of contingency funds; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

No Attachments Available