CITY COUNCIL AGENDA

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

REGULAR MEETING
September 21, 2009
7:00 AM

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
Regular Meeting of September 14, 2009

b. LIQUOR LICENSE – LAS ABUELITAS MEXICAN FOOD
City Council will consider a request from Ms. Yesenia Hernandez for approval of a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Las Abuelitas Mexican Food located at 1109 North Dysart Road. The Council will take appropriate action.

c. CORRECTION TO APPOINTMENT OF MEMBER TO THE PUBLIC SAFETY RETIREMENT PENSION BOARD (FIRE AND POLICE)
City Council will consider a request to correct an error made on the list of recommendations for appointment submitted for Council approval at the September 14, 2009 meeting. The Council will take appropriate action.

d. CONSTRUCTION CONTRACT AWARD - J J SPRAGUE OF AZ, INC- WELL 24 16" RAW WATER TRANSMISSION PIPELINE
City Council will consider a request to award a construction contract to J J Sprague of AZ, Inc for construction of a waterline from 103rd Avenue to the Gateway Booster Station in the amount of $443,860.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

e. CONTRACT AWARD - RENOVATION SOLUTIONS GROUP, INC. - CRYSTAL GARDENS WATER CONTROL STRUCTURE MODIFICATION
City Council will consider a request to award a contract to Renovation Solutions Group, Inc. for the purpose of modifying the existing water control structures at the Crystal Gardens Wetlands for an amount not to exceed $78,087.00 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **PARKING LICENSE AGREEMENT - MORTENSEN LIVING TRUST**
City Council will consider a request to approve a Parking License Agreement with the Mortensen Living Trust and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **CONTRACTOR AGREEMENT - CONSULTANT ENGINEERING, INC. TO PERFORM REAL PROPERTY APPRAISAL SERVICES**
City Council will consider a request to approve a contractor agreement with Consultant Engineering, Inc. in the amount of $120,000 to perform real property appraisal services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **PROFESSIONAL SERVICES AGREEMENT - DLT&V SYSTEMS ENGINEERING, INC.FOR SCADA SUPPORT SERVICES**
City Council will consider a request to approve a two-year Professional Services Agreement with DLT&V Systems Engineering, Inc., for Supervisory Controls and Data Acquistion Support Services in an amount not to exceed $75,000 and a total two-year contract amount not-to-exceed $150,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

i. **CONTRACTOR AGREEMENT - ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC. TO PERFORM NATIONAL ENVIRONMENTAL POLICY ACT SERVICES**
City Council will consider a request to approve a contractor agreement with Engineering Environmental Consultants, Inc. in the amount of $60,000 to perform National Environmental Police Act (NEPA) services 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 - QUANTUM INTEGRATED SOLUTIONS, INC. FOR SCADA SUPPORT SERVICES**
City Council will consider a request to approve a two-year Professional Services Agreement with Quantum Integrated Solutions, Inc., for Supervisory Controls and Data Acquistion Support Services for an amount not to exceed $75,000 and a total two-year contract amount not to exceed $150,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. **CONTRACTOR AGREEMENT - SOUTHWEST GROUND-WATER CONSULTANTS, INC. TO PERFORM ENVIRONMENTAL ASSESSMENT SERVICES**
City Council will consider a request to approve a contractor agreement with Southwest Ground-water Consultants, Inc. in the amount of $150,000 to perform environmental assessment services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. **PROFESSIONAL SERVICES AGREEMENT AMENDMENT - DAMON S. WILLIAMS AND ASSOCIATES, LLC, FOR WATER RECLAMATION FACILITY EXPANSION**
City Council will consider a request to approve Amendment No. 1 to the Professional Services Agreement with Damon S. Williams and Associates, LLC, for Design and Construction Administration services for the Water Reclamation Facility Expansion project in the amount of $110,654.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. **RESOLUTION 2863-909 - IN SUPPORT OF LTAF II FUNDING APPLICATION**
City Council will consider a resolution authorizing the City to submit an application to receive FY2010 Local Transportation Assistance Funds (LTAF II) in the amount of $106,367.98 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. **RESOLUTION 2864-909 - REGIONAL WIRELESS COOPERATIVE AMENDED IGA**
City Council will consider a resolution approving an amended Intergovernmental Agreement relating to Avondale's participation in the Regional Wireless Cooperative. The council will take appropriate action.

o. **MAINTENANCE AGREEMENT WITH SRP FOR PAVEMENT REPAIRS**
City Council will consider a request to authorize a Maintenance Agreement with Salt River Project (SRP) for potential future pavement repairs on 107th Avenue, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

p. **ORDINANCE 1388-909 - WELL 24 WATERLINE EASEMENTS**
City Council will consider an ordinance accepting waterline easements at Gateway Pavilions and adjacent to Gateway Booster Station and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 NORTHWEST PUBLIC SAFETY FACILITY UPDATE

City Council will receive an update on the Northwest Public Safety Facility Construction Project. For information, discussion and direction only.

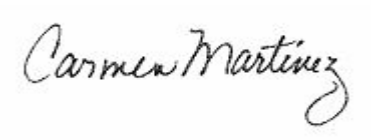
5 DISCUSSION ITEMS

Council will discuss items listed below and possibly give direction to city staff to research and prepare item for future meeting.

a. **City Council will discuss the naming of the City's expanded Water Reclamation Facility sceduled for completion in September or October of this year. For discussion and direction.**

6 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
September 21, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Regular Meeting of September 14, 2009

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Liquor License – Las Abuelitas Mexican Food

MEETING DATE:
September 21, 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 a request from Ms. Yesenia Hernandez for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Las Abuelitas Mexican Food located at 1109 North Dysart Road.

DISCUSSION:

The City Clerk's Department has received an application for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors from Ms. Yesenia Hernandez at Las Abuelitas Mexican Food, 1109 North Dysart Road, Avondale, Arizona. The location was previously licensed under the name Great China Restaurant whose owner terminated the license in March 2009.

As required by state law and city ordinance, the application was posted from August 19, 2009 through September 8, 2009 and a notice was published in the West Valley View on September 4th and 8th. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete.

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

RECOMMENDATION:

Staff recommends that the City Council approve the request from Ms. Yesenia Hernandez for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Las Abuelitas Mexican Food located at 1109 North Dysart Road.

ATTACHMENTS:

Click to download

- Application
- Recommendations
- Posting pictures
- Vicinity Map

Print Form

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees — LICENSE #: 12078095

1. Type of License: Restaurant 2. Total fees attached: $ 124.00 (Department Use Only)

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

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. / Ms. Hernandez (Last) Yesenia (First) P1060889 (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: _____
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Las Abuelitas Mexican Food B1042496
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 1109 N Dysard Rd (Do not use PO Box Number) Avondale (City) Maricopa (County) 85323 (Zip)

5. Business Phone: (623) 925-1031 Daytime Contact: (623) 925-1031

6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO

7. Mailing Address: 1109 N. Dysard Rd (City) Avondale (State) Az (Zip) 85323

8. Enter the amount paid for a bar, beer and wine, or liquor store license$ 2000 (Price of License only)

DEPARTMENT USE ONLY

Fees: 100.00 Application; ____ Interim Permit; ____ Agent Change; ____ Club; 24.00 Finger Prints $; 124.00 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒YES ☐NO

Accepted by: [illegible] Date: 7-30-09 Lic. # 12078095

LIC 0100 05/2009 *Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

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

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

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

X_____
(Signature)

My commission expires on: _____

State of _____ County of_____

The foregoing instrument was acknowledged before me this

_____day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Hernandez	Yesenia		100%	1109 N. Dysard Rd	Avondale AZ 85323

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#
Hernandez	Rodolfo				

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

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

☐ L.L.C. ***Complete 1, 2, 4, 5, 6, 7, and 8.***

1. Name of Corporation/L.L.C.: _____
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. Non-profit? ☐ YES ☐NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

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

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

2. Assignee's Name: _____
Last First Middle

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

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

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

1. Governmental Entity: _____

2. Person/designee: _____ _____
Last First Middle Contact Phone Number

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

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

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

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

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

4. Physical Street Location of Business: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____

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

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

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

9. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X _____
(Signature of CURRENT LICENSEE)

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

_____ day of _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

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

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

2. New Business: (Physical Street Location) Name _____
   Address _____

3. License Type: _____ License Number: _____

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

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: _____ ft. Name of school _____
   Address _____
   City, State, Zip

2. Distance to nearest church: _____ ft. Name of church _____
   Address _____
   City, State, Zip

3. I am the: ☑ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)

4. If the premises is leased give lessors: Name Ron Roberts
   Address 1107 N Dysard Rd Avondale Az 85323
   City, State, Zip

4a. Monthly rental/lease rate $ 4330.00 What is the remaining length of the lease 3 yrs. ____ mos.

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

5. What is the total **business** indebtedness for this license/location excluding the lease? $ Ø
   Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Restaurant

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?

☐ YES ☑ NO If yes, attach explanation.

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

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

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

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☑ NO
   If yes, give the name of licensee, Agent or a company name:

   _____ and license #: _____
   Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☑ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

   Yesenia Hernandez
   applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

YH
applicants initials

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

1. Check **ALL** boxes that apply to your business:

   ☑ Entrances/Exits ☑ Liquor storage areas Patio: ☐ Contiguous
   ☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☑ YES ☐ NO
   If yes, what is your estimated opening date? 08/15/09
   month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

YH
applicants initials

SECTION 15 **Diagram of Premises**

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

See Attached

SECTION 16 **Signature Block**

I, Yesenia Hernandez (print full name of applicant), hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X YESENIA HERNANDEZ
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

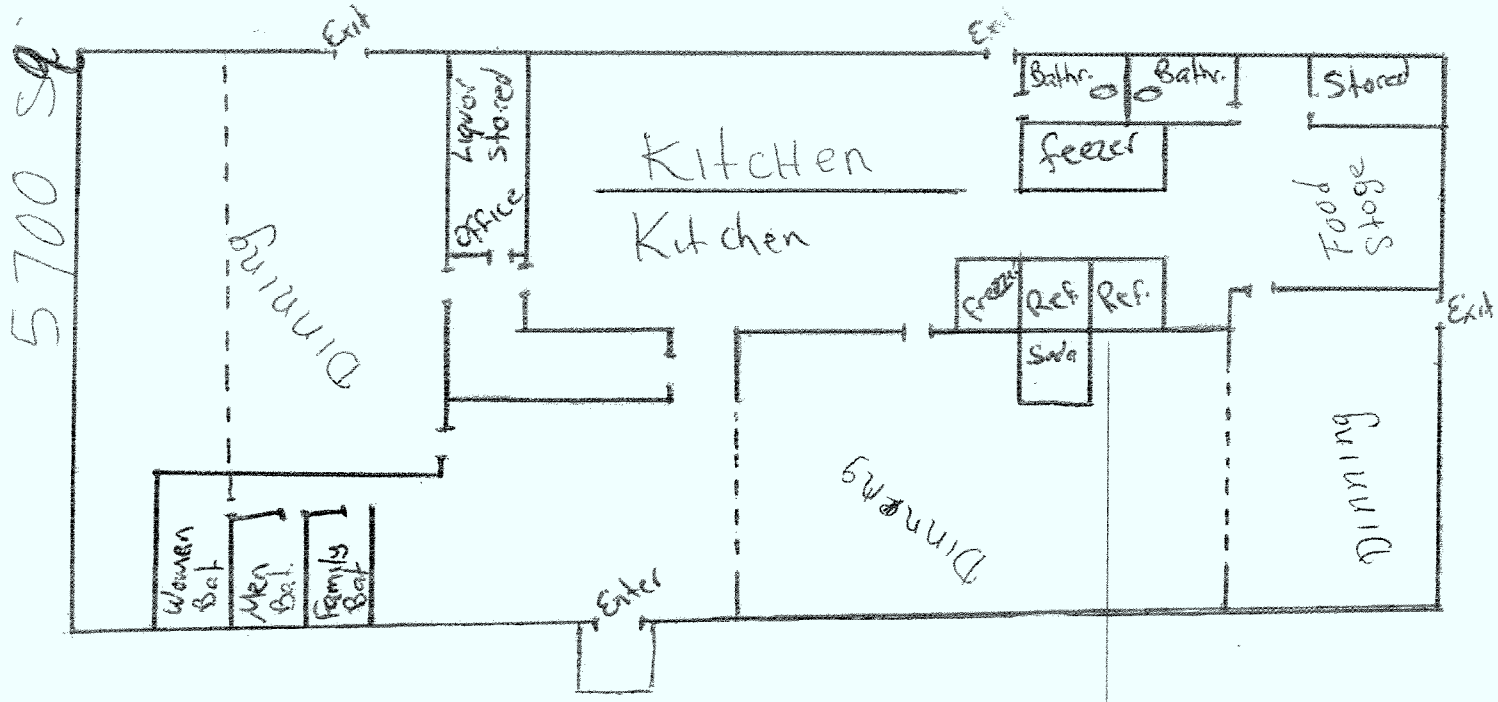
The foregoing instrument was acknowledged before me this 30 (Day) of July (Month), 2009 (Year)

LEONARDA ROJO
Notary Public - Arizona
Maricopa County
Expires Mar. 13, 2013

My commission expires on : _____
Day Month Year

signature of NOTARY PUBLIC

'09 JUL 30 PM 12:49



Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

P1060889

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

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

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

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

1. Check appropriate box →

☒ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☒ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Hernandez (Last) Yesenia (First) _____ (Middle) Date of Birth. _____ (NOT a Public Record)

3. Social Security Number: _____ (NOT a public record) Driver's License _____ (NOT a public record) State: Az

4. Place of Birth: Jerez (City) Zacatecas (State) Mexico (Country) (not county) Height: 5'05 Weight: 130 Eyes: Bro Hair: BR

5. Marital Status ☐ Single ☑ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: (623) 236-9604

6. Name of Current or Most Recent Spouse: Hernandez (Last) Rodolfo (First) _____ (Middle) _____ (Maiden) Date of Birth _____ (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 10/2007

8. Telephone number to contact you during business hours for any questions regarding this document. (623) 236-9604

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

10. Name of Licensed Premises: LAS ABUELITAS MEXICAN FOOD Premises Phone: (623) 925-1031

11. Physical Location of Licensed Premises Address: 1109 N. Dysard (Street Address) Avondale (City) Maricopa (County) 85323 (Zip)
(Do not use PO Box #)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
9/08	CURRENT	Server	Garcias Restaurant 2212 N. 35th Ave Phx Az 85009
12/07	9/08	Production Line	JBS Tolleson Az 85353 (651 S. 91st Ave)
05/04	11/07	Housekeeper	Quality inn 100 main st Klamath falls OR 97601

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	Residential Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
01/21/08	CURRENT	Own				
10/07	09/08	Rent	8726 W. Pioneer St.	Tolleson	Az	85353
01/04	09/07	Rent	508 Plum Ave	Klamath Falls	OR	97601

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

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☒ YES ☐ NO
If you answered YES, how many hrs/day? 8, and **answer #14a below**. If NO, skip to #15.

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

15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☐ YES ☒ NO

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

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

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐ YES ☒ NO

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

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Yesenia Hernandez, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x YESENIA HERNANDEZ
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 20 day of July 2009
(Month) (Year)

LEONARDA ROJO
Notary Public - Arizona
Maricopa County
Expires Mar. 13, 2013

My commission expires on: _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

x _____ _____ day of _____ , _____
Signature of Controlling Person or Agent (circle one) Month Year

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

33249

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

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

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

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

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Yesenia Hernandez
Individual Name (Print)

YESENIA HERNANDEZ
Individual Signature

07-23-09
Date Training Completed

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

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

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE	BUSINESS NAME	LIQUOR LICENSE NUMBER
	Las Abuelitas	

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Arizona Business Council for Alcohol Education (ABC)
Company or Individual Name

77 East Columbus Ave. #102
Address

City	State	Zip	Phone
Phoenix,	Arizona	85012	(602) 285-1396

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

Jesus Altamirano
Trainer Name (Print)

Trainer Signature

7/23/09
Date

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

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

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

Disabled individuals requiring special accommodations please call (602) 542-9051

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

RECORDS REQUIRED FOR AUDIT
SERIES 11 (HOTEL/MOTELW/RESTAURANT AND SERIES 12 (RESTAURANT)

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

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

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    A. Sales Journals/Monthly Sales Schedules
        1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        3) Dated Guest Checks
        4) Coupons/Specials/Discounts
        5) Any other evidence to support income from food and liquor sales
    B. Cash Receipts/Disbursement Journals
        1) Daily Bank Deposit Slips
        2) Bank Statements and canceled checks
11. Tax Records
    A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    B. Income Tax Return - city, state and federal (copies)
    C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
    A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

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

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

13. Off-site Catering Records (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

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

Hernandez Yesenia

Last First Middle

have read and fully understand all aspects of this statement.

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

x YESENIA HERNANDEZ

(Signature of Licensee)

30 day of July 2001

Day Month Year

My commission Expires on: LEONARDA ROJO Notary Public - Arizona Maricopa County Expires Mar. 13, 2013

Day Month Year

(Signature of NOTARY PUBLIC)

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

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

RESTAURANT OPERATION PLAN

LICENSE # 12078095

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

Grill	Wolf 3 foot Long 2 f. wide
Oven	Wolf
Freezer	① Heatcraft ADT040 AJ 115 volts ② UL LCT065IF 208-230 volts
Refrigerator	① Heatcraft ADT065 AJ 115 volts ② Heatcraft WTM0182G 115 volts
Sink	NSF 935 10 foot Long
Dish Washing Facilities	
Food Preparation Counter (Dimensions)	15 square Long 5 square foot wide
Other	

2. Print the name ofyour restaurant: LAS ABUELITAS MEXICAN FOOD

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

4. List the seating capacity for:

   a. Restaurant area of your premises [140]

   b. Bar area of your premises [+ 0.00]

   c. Total area of your premises [140]

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

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

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 100 %

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

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

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

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

2 cook
2 waiters
2 dishwashers
2 bus boys

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

X YESENIA HERNANDEZ
(Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
30 day of July, 2009
Day of Month Month Year

My commission expires on:: LEONARDA ROJO Notary Public - Arizona Maricopa County Expires Mar. 13, 2013

(Signature of NOTARY PUBLIC)

Nachos.....small 3.75; large 4.75
Nachos Supreme.....small 4.75; large 7.00
Combination Appetizer 7.00
Mini Appetizers.....1/2doz 4.50; ..doz 8.25
Mini Flautas(3) 3.75
Botana Party Platter 34.50
Party Platters must be ordered at least 2 hours in advance

QUESADILLAS

Cheese.....small 3.00; large 4.25
Chopped green chili.small 3.75; large 4.75
Guacamole 5.00
Folded w/beef or chicken 6.50
Suprema w/sour cream & green chili.. 6.00
Fajita Quesadilla 7.00
Shrimp..... 8.00
Mexican Pizza.....small 5.50; large 7.50

TACOS

Shredded Beef..... 2.75
Ground Beef in shell 2.75
Chicken 2.75
Shrimp..... 3.75

TOSTADAS

Bean 2.75
Shredded Beef..... 3.00
Ground Beef..... 3.00
Chicken 3.00
mixed w/beans ..... .50

FLAUTAS

Beef..... 3.50
Chicken 3.50

ENCHILADAS

Red Cheese 3.00
Green Chili..... 3.00
Shredded Beef..... 4.00
Ground Beef..... 4.00
Chicken 4.00

TAMALES

Red or Green Corn..... 3.00
Green Corn w/chili & cheese 3.50
With sauce add..... .50
1/2 Dozen..... 10.00
1 Dozen..... 18.00

RELLENOS

Relleno w/ Sauce..... 4.25

TAQUITOS RANCHEROS

Beef..... 3.00
Chicken 3.00
Served on soft corn tortillas with onion, cilantro and choice of salsa rojo ranchero or salsa verde tomatillo.

FAJITAS TORTA

Beef..... 6.75
Chicken 6.75
Served on a flour tortilla with onions, bell peppers, guacamole and sour cream.

FAJITA DINNER

Beef..... 8.75
Chicken 8.75
Served with rice, beans, guacamole and sour cream, and choice of corn or flour tortillas.

Consuming raw or undercooked meats, poultry or eggs may increase the risk of food borne illness

COMBINATION DINNERS

#1- Beef taco, cheese enchilada, red tamale with sauce, rice & beans 7.75
#2- Beef enchilada, beef taco, bean tostada with rice & beans. 8.00
#3- Red or green chili con carne, rice, beans & flour tortilla. 6.75
#4- Two red or green tamales with sauce, rice & beans..... 7.50
#5-Two chicken or beef flautas, guacamole with rice and beans. . 7.50
#6- Two cheese enchiladas, rice & beans..... 6.75
With beef or chicken add *1.00*
#7- Fresh roasted chili relleno, rice, beans, and flour tortilla..... 6.75
#8- Two sour cream enchiladas, rice & beans..... 7.00
With beef or chicken add... ..... *1.00*
#9- Red or green chili burro, taco, tostada with rice & beans. 8.00
#10- Fresh roasted chili relleno, taco enchilada with rice & beans..... 7.75

Carnitas de Puerco
Traditional pork meat in a mild chili sauce, with rice, beans and tortillas . 8.50

Select Items From List Below
Any one item rice & beans 6.75
Any two item rice & beans..... 7.75

Bean Tostada	Bean Burro
Red Tamale w/sauce	Red Burro
Green Tamale w/sauce	Green Burro
Red Enchilada	Beef Taco
Green Enchilada	Chicken Taco
Ground Beef Burro	Relleno
Chicken Flauta	Beef Flauta

CHIMICHANGAS

Bean 7.75
Special Beef 7.75
Ground Beef..... 7.75
Chicken 7.75
Machaca 7.75
Red Chili 7.75
Green Chili 7.75
Above served with sauce, rice beans and sour cream
With guacamole add..... .50

BURROS

Bean 3.75
Special Beef 4.00
Ground Beef..... ..4.00
Chicken 4.00
Red Chili 4.00
Green Chili 4.00
Machaca 4.00
Carne Asada 4.00
Egg W/ Chorizo..... ..4.00
Egg W/ Potatoes..... ..4.00
Chorizo W/ Potatoes..... ..4.00
Bacon & Egg. 4.00
Enchilada Style ..... .95
Deep Fried..... .75
Mixed w/ Beans ..... .75

SOUTH OF THE BORDER FAVORITES

Pollo Fundido..... 7.50
Poco Pollo w/ rice or beans..... 5.50
Burro Ranchero..... 6.50
Taco Grande..... 6.50
Spinach Enchilada Dinner..... 7.25
Spinach Enchilada Lunch..... 5.50
Shrimp Taco Dinner..... 9.00
Sonora Enchilada Dinner.. ..... 7.25
Add chicken or beef.. ..... 1.00

SALADS

Dinner Salad 3.75
Taco Salad..... 5.75
Chicken salad..... 5.75

SOPAS Y CALDOS

Caldo w/ rice & tortilla.....pt4.75; qt 8.50
Albondigas.....pt3.75; qt 6.25

MENUDO RED OR WHITE

(served Saturday & Sunday only)
Pint..... 3.95
Quart 5.95

SANDWICHES

All sandwiches served with fries
Garcias Burger 5.25
Garcias Cheese Burger..... 5.50
Grilled Chicken..... 6.25

CHIPS & SALSA

Small Bag..... 1.25
Medium Bag 2.50
Large Bag..... 3.95
Salsa.....1/2pt1.75; pt3.50; qt 6.25
Hot Sauce.....1/2pt1.75; pt3.50; qt 6.25

SIDE ORDERS

Rice.....1/2pt1.75; pt2.75; qt 4.75
Beans.....1/2pt1.75; pt2.75; qt. 4.75
Ranchero beans.....1/2pt1.75; pt2.75; qt 4.75
Chili (red or green)...1/2pt3.75; pt5.00; qt8.50
Enchilada sauce.....1/2pt2.00; pt3.50; qt6.25
Spinach con Queso. 1/2pt3.25;pt5.75; qt10.25
Sour Cream.....2oz .50; 4oz 1.00
Guacamole.....4oz 2.00; 1/2pt3.25; pt6.00
Tortillas..... 1.00
Buttered Tortillas 1.25
Dozen Tortillas 3.75
Taco or Tostada shells (dozen) 3.00

BEVERAGES

Pepsi, Diet Pepsi, Slice, Raspberry Tea
Iced Tea , Mt. Dew, Dr. Pepper

DESSERTS

Deep Fried Ice Cream 3.75
Flan 3.75
Sopapillas..... 3.75
Apple Taquitos..... 3.75

SORRY NO SEPARATE CHECKS ON CALL IN ORDERS.
NO PHONE ORDERS
20 MINUTES PRIOR TO CLOSING

City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: YESENIA HERNANDEZ

BUSINESS NAME: LAS ABUELITAS MEXICAN FOOD

ADDRESS: 1109 NORTH DYSART ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE — DATE: 9/2/09

Zoning Specialist
TITLE

☑ APPROVED
☐ DENIED

Brian Berry
SIGNATURE — DATE: 9/2/09

Development Services Director
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 21, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 8, 2009

DEVELOPMENT SERVICES

MEMORANDUM

DATE: September 2, 2009

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 16 (State Series 12) Restaurant Liquor License for Las Abeulitas Mexican Food – 1109 N Dysart Road

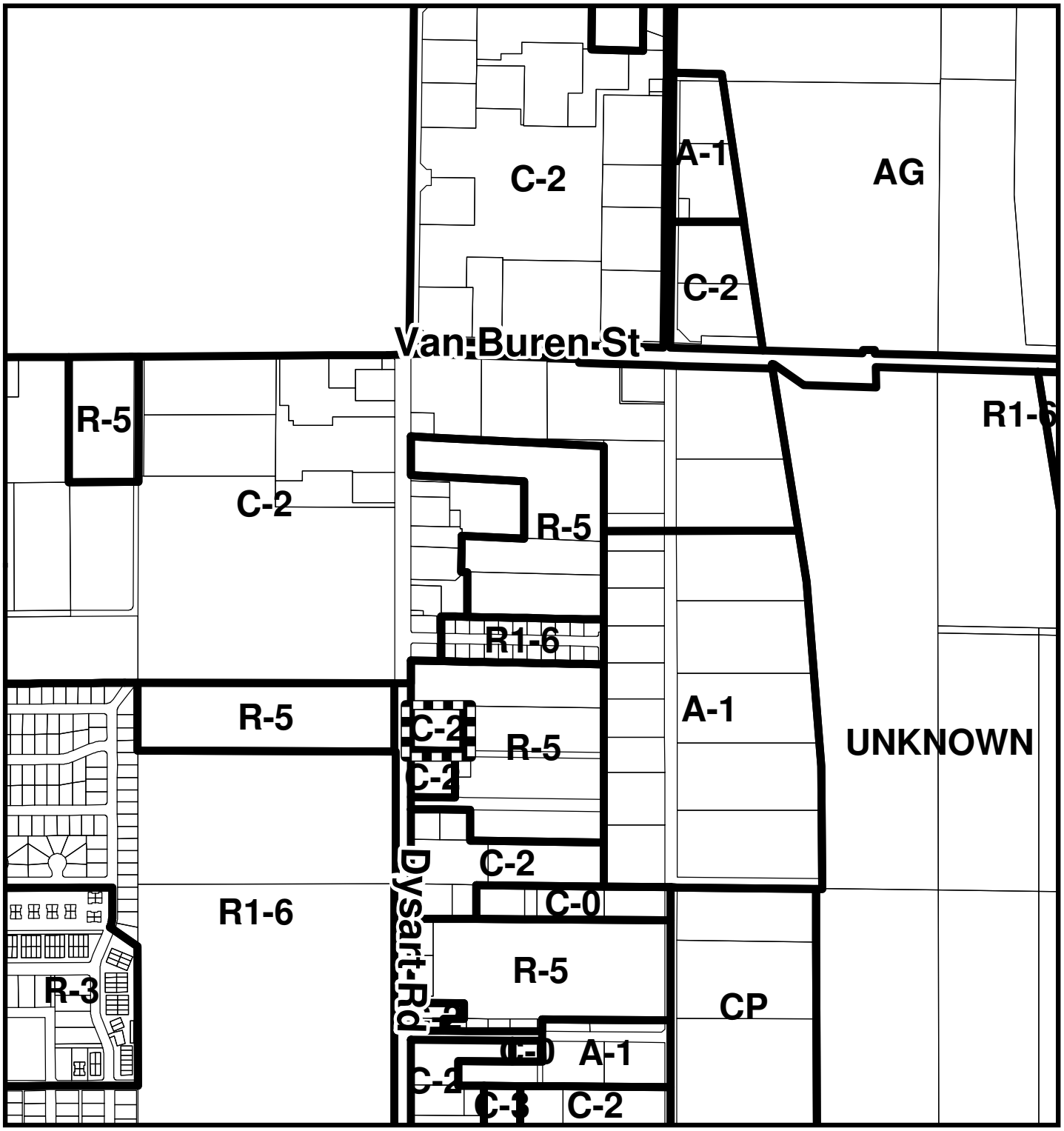
The site is located on the northeast corner of Dysart Road and Madison Street. The building is existing and is operating as a dine-in restaurant.

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

The General Plan designates the property as Commercial and the current zoning is Community Commercial (C-2). A dine-in restaurant is a permitted use in the C-2 zoning.

Staff recommends approval of this request.

Attachment: 2008 Aerial Photography
Zoning Vicinity Map



Zoning Vicinity Map

Avondale

Subject Property

Aerial Photograph 2008

Avondale

Subject Property

City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: YESENIA HERNANDEZ

BUSINESS NAME: LAS ABUELITAS MEXICAN FOOD

ADDRESS: 1109 NORTH DYSART ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

FIRE INSPECTOR
TITLE

9/8/09
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 21, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 8, 2009

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: YESENIA HERNANDEZ

BUSINESS NAME: LAS ABUELITAS MEXICAN FOOD

ADDRESS: 1109 NORTH DYSART ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Teresa D Sheek
SIGNATURE

9/8/09
DATE

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 21, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 8, 2009

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: YESENIA HERNANDEZ

BUSINESS NAME: LAS ABUELITAS MEXICAN FOOD

ADDRESS: 1109 NORTH DYSART ROAD

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

DEPARTMENTAL COMMENTS:

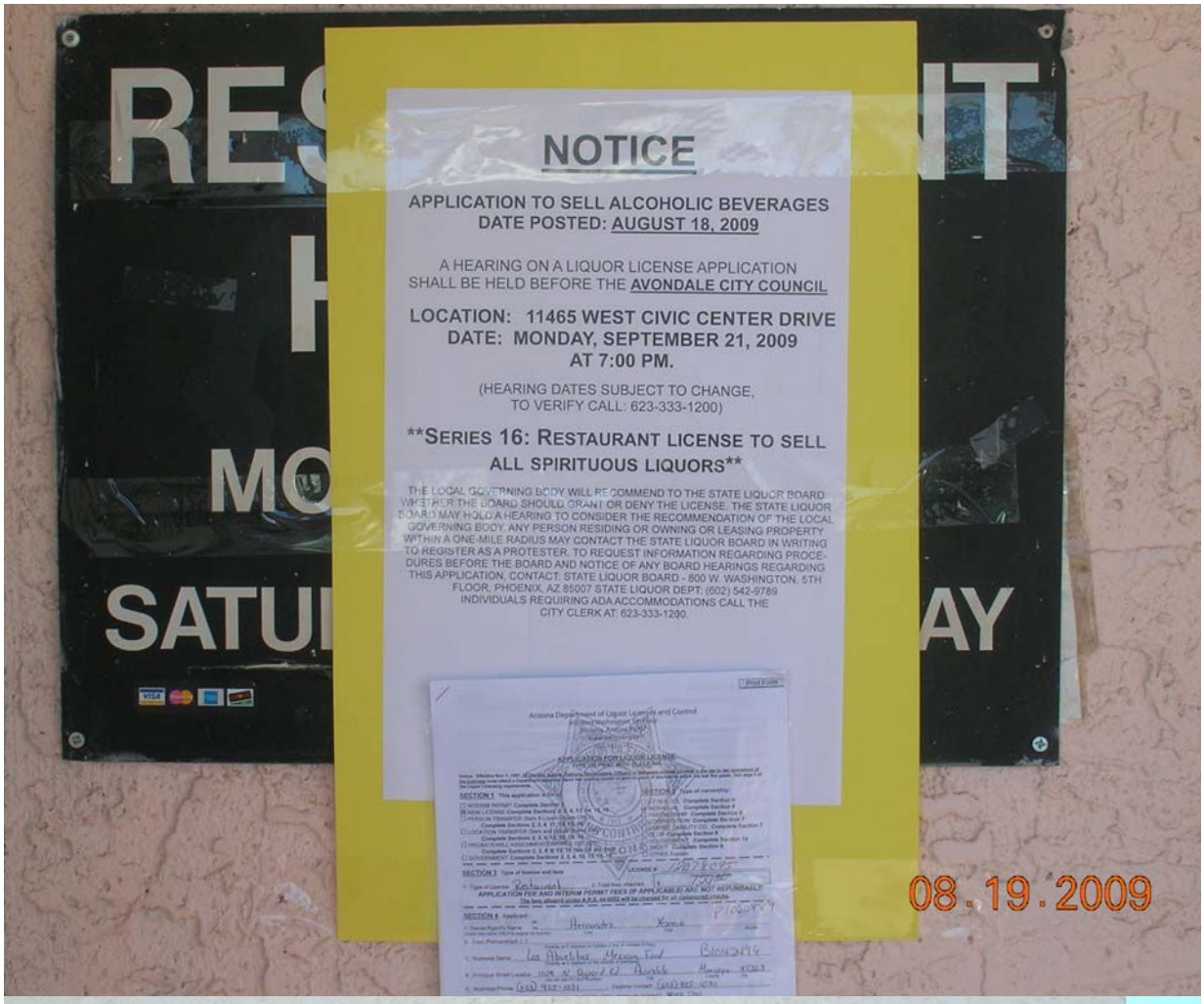
☑ APPROVED
☐ DENIED

SIGNATURE

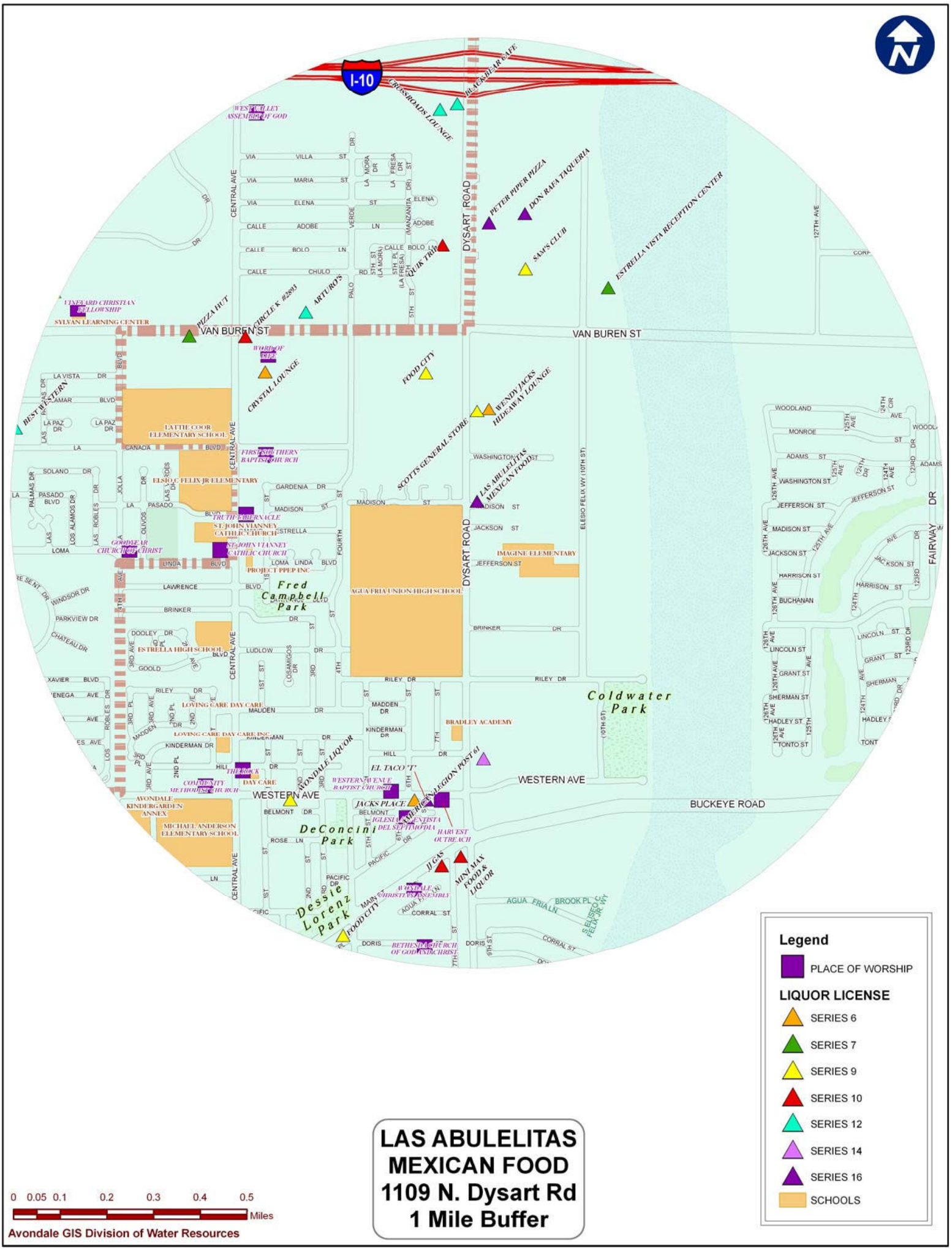
8/1/09
DATE

Lt. Ice
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 21, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 8, 2009


NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: AUGUST 18, 2009
A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, SEPTEMBER 21, 2009
AT 7:00 PM.
(HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 623-333-1200)
SERIES 16: RESTAURANT LICENSE TO SELL ALL SPIRITUOUS LIQUORS
THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.
08.19.2009

08.19.2009



LAS ABULELITAS MEXICAN FOOD
1109 N. Dysart Rd
1 Mile Buffer

CITY COUNCIL REPORT

SUBJECT:
Correction to Appointment of Member to the Public Safety Retirement Pension Board (Fire and Police)

MEETING DATE:
September 21, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council approve a correction to an error made on the list of recommendations for appointment to the City's Boards, Commissions and Committees approved by Council on September 14, 2009. The Council will take appropriate action.

DISCUSSION:

On September 14, 2009, the Council approved the Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees. The list of appointees included the appointment of Tiffiney Denman to the Public Safety Retirement Pension Board (Fire and Police).

Unfortunately, staff made a mistake on this list. Ms Tina LaBlanc is the person who volunteered to serve on this board. Staff has apologized to both volunteers for the oversight and has confirmed that Ms LaBlanc is still willing and able to serve in the Public Safety Retirement Pension Board (Fire and Police).

RECOMMENDATION:

Staff is recommending that Council take appropriate action to rectify error in list of recommendations for appointments approved on September 14th. Ms Tiffiney Denman should not have been appointed to the Public Safety Retirement Pension Board (Fire and Police); Ms Tina LaBlanc is the person who volunteered to serve in this position and should therefore be appointed.

ATTACHMENTS:

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No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Construction Contract Award - J J Sprague of AZ, Inc- Well 24 16" Raw Water Transmission Pipeline

MEETING DATE:
September 21, 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 award a construction contract to J J Sprague of AZ, Inc for construction of a waterline from 103rd Avenue to the Gateway Booster Station in the amount of $443,860.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City has developed a site for Well 24 behind the Gateway Crossing Shopping Center at the the southwest corner of 99th Avenue and McDowell Road. (See attached vicinity map) A transmission line was constructed with the development of the shopping center and the improvements to McDowell Road in that vicinity to serve the new well site. This project will complete the construction of the transmission line from the intersection of 103rd Avenue to the Gateway Booster Station.

DISCUSSION:

The scope of work for this project will include approximately 3,000 feet of waterline, and work in the booster station itself.

Invitation for Bid notices were published in the West Valley View on August 7 and 14th, 2009 and in the Arizona Business Gazette on August 9, 2009. Twenty three bids were received and opened on August 27, 2009. Each bid package was reviewed and all except two met the bidding requirements. The bids ranged from approximately $444,000 to $742,000. Firms submitting the lowest four bids and the amount of their bids are as follows:

J J Sprague of AZ, Inc	$443,560.00
Sahuaro Contracting	$464,323.53
B & F Contracting Inc.	$494,037.00
Underground Utilities Inc.	$509,806.95

The attached Bid Tabulation Sheet has the detailed bid item breakdown of each submitted bid. J J Sprague of AZ, Inc. with a bid of $443,560 was determined to have submitted the lowest responsive bid. Staff contacted references provided and J J Sprague of AZ, Inc. did receive positive recommendations. J J Sprague of AZ, Inc. has successfully completed similar work. Staff contacted the Registrar of Contractors and found no claims on file against this contractor. Staff determined that J J Sprague of AZ, Inc. is competent and qualified for this project. A tentative construction schedule is as follows:

City Council Approval	9/21/09
Notice of Award	9/22/09
Notice to Proceed	10/19/09
Completion	1/11/10

BUDGETARY IMPACT:

Funding of $229,000 is currently available for the project in Fund 514-1160. A transfer of $215,000 will be required from Account 514-1216-00-8520.

RECOMMENDATION:

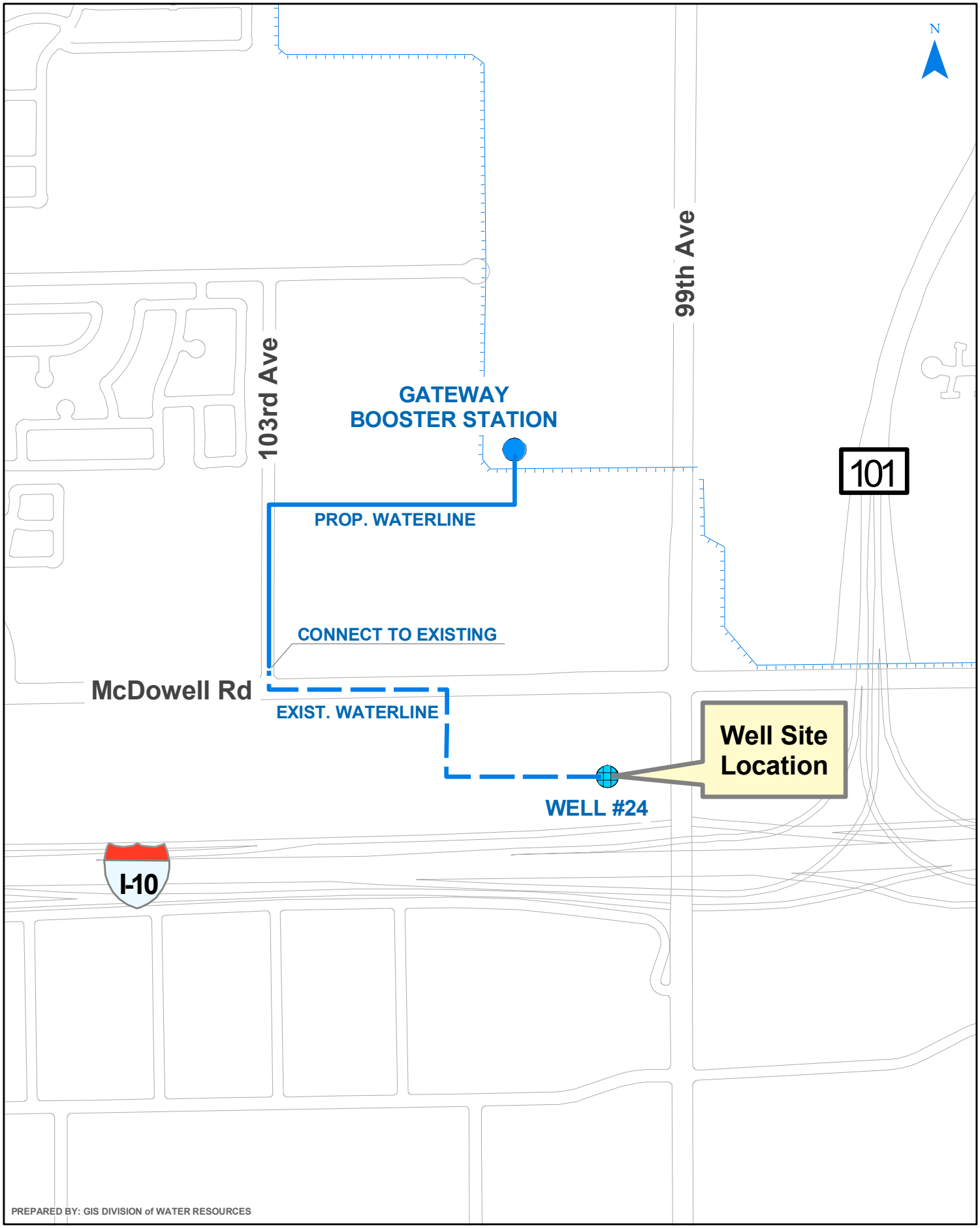
City Council will consider a request to award a construction contract to J J Sprague of AZ, Inc for construction of a waterline from 103rd Avenue to the Gateway Booster Station in the amount of $443,860.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicnity Map
- Bid Tabulation Sheet

VICINITY MAP



CITY OF AVONDALE

Well #24

BID TABULATION
WR10-020 (WA1160) - Well 24 16-in Raw Water Transmission Pipeline
BID DATE: August 27, 2009

				J J Sprague		Sahuaro Contracting		B & F Contracting Inc		Underground Utilities Inc		Swendgel-Robbins	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Item No.	Description of Materials and/or Services	Unit	Qty	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
General	Community Relations (Allowance)	Allow	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
105.61000	Utility Permits	Allow	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
105.01000	Construction survey layout and as-built	LS	1	$3,250.00	$3,250.00	$2,000.00	$2,000.00	$3,200.00	$3,200.00	$2,891.23	$2,891.23	$1,900.00	$1,900.00
107.02000	Permits (AZPDES)	LS	1	$7,000.00	$7,000.00	$4,400.00	$4,400.00	$7,400.00	$7,400.00	$1,734.74	$1,734.74	$6,000.00	$6,000.00
109.04320	Allowance for extra work	Allow	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
109.10000	Mobilization/Demobilization	LS	1	$3,000.00	$3,000.00	$24,000.00	$24,000.00	$3,300.00	$3,300.00	$1,734.74	$1,734.74	$5,600.00	$5,600.00
336.03001	AC pavement replacement, Type A, per special dtl	SY	1370	$20.00	$27,400.00	$18.60	$25,482.00	$34.00	$46,580.00	$17.93	$24,564.10	$35.00	$47,950.00
336.20000	Slurry seal coat	SY	5695	$2.00	$11,390.00	$2.10	$11,959.50	$3.60	$20,502.00	$2.30	$13,098.50	$2.00	$11,390.00
340.05560	Remove and replace existing concrete driveway	SF	880	$8.00	$7,040.00	$6.60	$5,808.00	$21.00	$18,480.00	$2.89	$2,543.20	$7.00	$6,160.00
340.02203	Remove and replace exist concrete curb & gutter	LF	5	$12.00	$60.00	$50.00	$250.00	$32.00	$160.00	$115.65	$578.25	$10.00	$50.00
401.01000	Traffic Control	LS	1	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$4,300.00	$4,300.00	$10,986.66	$10,986.66	$9,000.00	$9,000.00
401.02000	Off-duty law enforcement officer	Allow	1	$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
430.01000	Landscape Restoration	LS	1	$2,000.00	$2,000.00	$4,000.00	$4,000.00	$5,400.00	$5,400.00	$4,047.72	$4,047.72	$5,000.00	$5,000.00
602.07030	Jack & bore 30-inch diameter steel casing, furnish & install	LF	119	$435.00	$51,765.00	$342.00	$40,698.00	$382.00	$45,458.00	$468.38	$55,737.22	$529.00	$62,951.00
610.03008	8-in water main w/ fittings, restrained joints	LF	100	$58.00	$5,800.00	$75.00	$7,500.00	$58.00	$5,800.00	$32.38	$3,238.00	$67.00	$6,700.00
610.02016	16-in water main with fittings, furnish & install	LF	2124	$45.00	$95,580.00	$40.00	$84,960.00	$36.25	$76,995.00	$62.45	$132,643.80	$49.00	$104,076.00
610.03016	16-in water main with fittings, restrained joints, furnish & install	LF	962	$75.00	$72,150.00	$87.00	$83,694.00	$86.00	$82,732.00	$62.45	$60,076.90	$73.00	$70,226.00
610.05000	Concrete encasement, MAG std dtl 404, furnish & install	LF	40	$42.00	$1,680.00	$40.00	$1,600.00	$46.00	$1,840.00	$17.35	$694.00	$50.00	$2,000.00
610.10000	Vertically realign existing water main, MAG std dtl 370, furnish & install	EA	10	$1,500.00	$15,000.00	$1,825.00	$18,250.00	$2,100.00	$21,000.00	$5,204.21	$52,042.10	$4,500.00	$45,000.00
610.10001	Access manhole, per special detail, furnish & install	EA	2	$2,850.00	$5,700.00	$4,100.00	$8,200.00	$3,500.00	$7,000.00	$2,312.98	$4,625.96	$4,100.00	$8,200.00
611.15001	Flush existing 16-in raw water line	LS	1	$4,000.00	$4,000.00	$1,500.00	$1,500.00	$3,000.00	$3,000.00	$1,156.49	$1,156.49	$2,000.00	$2,000.00
621.00018	18-inch CMP, furnish & install	LF	10	$43.00	$430.00	$40.00	$400.00	$156.00	$1,560.00	$40.48	$404.80	$46.00	$460.00
630.03112	12-inch gate valve, valve box & cover, MAG std dtl 391, type C, furnish & install	EA	2	$2,070.00	$4,140.00	$2,240.00	$4,480.00	$2,100.00	$4,200.00	$4,047.72	$8,095.44	$2,300.00	$4,600.00
630.03116	16-inch gate valve, valve box & cover, MAG std dtl 391, type C, furnish & install	EA	5	$4,700.00	$23,500.00	$5,440.00	$27,200.00	$5,020.00	$25,100.00	$8,673.68	$43,368.40	$5,000.00	$25,000.00
630.04312	12-inch X 8-inch tapping sleeve and valve, valve box & cover, MAG std dtl 391, type C, furnish & install	EA	1	$2,660.00	$2,660.00	$3,400.00	$3,400.00	$4,800.00	$4,800.00	$3,700.77	$3,700.77	$4,000.00	$4,000.00
630.06020	Air release/vacuum valve, COA std dtl 1320, furnish & install	EA	3	$3,100.00	$9,300.00	$3,140.00	$9,420.00	$3,400.00	$10,200.00	$3,932.07	$11,796.21	$3,300.00	$9,900.00
630.06021	Water Quality sampling station, COA std dtl A1345, furnish & install	EA	1	$2,015.00	$2,015.00	$1,500.00	$1,500.00	$2,300.00	$2,300.00	$4,047.72	$4,047.72	$1,400.00	$1,400.00
	SUBTOTAL				$430,860.00		$439,201.50		$467,307.00		$509,806.95		$505,563.00
	TAXES (As Applicable)				$13,000.00		$25,122.33		$26,730.00		Included		$19,643.28
	TOTAL SUBMITTED BY BIDDER				$443,860.00		$464,323.83		$494,037.00		$509,806.95		$525,206.28

BID TABULATION
WR10-020 (WA1160) - Well 24 16-in Raw Water Transmission Pipeline
BID DATE: August 27, 2009

			City Wide Contracting LLC		Straightline Utilities		Wheeler Construction Inc		GN Construction Co Inc		Shiya-Strphans Contracting		Petra Contracting	
			Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Item No.	Description of Materials and/or Services	Unit	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
General	Community Relations (Allowance)	Allow	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
105.61000	Utility Permits	Allow	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
105.01000	Construction survey layout and as-built	LS	$2,000.00	$2,000.00	$7,000.00	$7,000.00	$4,000.00	$4,000.00	$6,120.00	$6,120.00	$3,130.00	$3,130.00	$2,150.00	$2,150.00
107.02000	Permits (AZPDES)	LS	$3,000.00	$3,000.00	$1,200.00	$1,200.00	$7,300.00	$7,300.00	$535.00	$535.00	$8,300.00	$8,300.00	$5,000.00	$5,000.00
109.04320	Allowance for extra work	Allow	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
109.10000	Mobilization/Demobilization	LS	$26,000.00	$26,000.00	$44,000.00	$44,000.00	$10,000.00	$10,000.00	$7,490.00	$7,490.00	$2,590.00	$2,590.00	$6,670.00	$6,670.00
336.03001	AC pavement replacement, Type A, per special dtl	SY	$30.00	$41,100.00	$35.00	$47,950.00	$27.00	$36,990.00	$30.00	$41,100.00	$34.50	$47,265.00	$35.00	$47,950.00
336.20000	Slurry seal coat	SY	$2.00	$11,390.00	$2.50	$14,237.50	$2.20	$12,529.00	$2.57	$14,636.15	$2.50	$14,237.50	$1.66	$9,453.70
340.05560	Remove and replace existing concrete driveway	SF	$3.00	$2,640.00	$5.00	$4,400.00	$5.50	$4,840.00	$8.00	$7,040.00	$15.50	$13,640.00	$10.00	$8,800.00
340.02203	Remove and replace exist concrete curb & gutter	LF	$50.00	$250.00	$20.00	$100.00	$22.00	$110.00	$125.00	$625.00	$123.00	$615.00	$41.00	$205.00
401.01000	Traffic Control	LS	$5,000.00	$5,000.00	$6,000.00	$6,000.00	$7,000.00	$7,000.00	$8,560.00	$8,560.00	$11,350.00	$11,350.00	$19,000.00	$19,000.00
401.02000	Off-duty law enforcement officer	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
430.01000	Landscape Restoration	LS	$1,000.00	$1,000.00	$2,200.00	$2,200.00	$2,800.00	$2,800.00	$3,745.00	$3,745.00	$1,530.00	$1,530.00	$3,000.00	$3,000.00
602.07030	Jack & bore 30-inch diameter steel casing, furnish & install	LF	$450.00	$53,550.00	$510.00	$60,690.00	$500.00	$59,500.00	$612.50	$72,887.50	$418.00	$49,742.00	$487.00	$57,953.00
610.03008	8-in water main w/ fittings, restrained joints	LF	$75.00	$7,500.00	$75.00	$7,500.00	$85.00	$8,500.00	$74.00	$7,400.00	$112.00	$11,200.00	$71.00	$7,100.00
610.02016	16-in water main with fittings, furnish & install	LF	$52.00	$110,448.00	$49.00	$104,076.00	$61.00	$129,564.00	$52.32	$111,127.68	$63.50	$134,874.00	$60.00	$127,440.00
610.03016	16-in water main with fittings, restrained joints, furnish & install	LF	$92.00	$88,504.00	$78.00	$75,036.00	$100.00	$96,200.00	$103.27	$99,345.74	$103.00	$99,086.00	$105.00	$101,010.00
610.05000	Concrete encasement, MAG std dtl 404, furnish & install	LF	$50.00	$2,000.00	$22.00	$880.00	$59.00	$2,360.00	$25.00	$1,000.00	$381.00	$15,240.00	$44.00	$1,760.00
610.10000	Vertically realign existing water main, MAG std dtl 370, furnish & install	EA	$2,400.00	$24,000.00	$2,400.00	$24,000.00	$1,600.00	$16,000.00	$1,652.00	$16,520.00	$1,580.00	$15,800.00	$3,000.00	$30,000.00
610.10001	Access manhole, per special detail, furnish & install	EA	$4,000.00	$8,000.00	$3,500.00	$7,000.00	$2,100.00	$4,200.00	$4,345.00	$8,690.00	$2,690.00	$5,380.00	$3,350.00	$6,700.00
611.15001	Flush existing 16-in raw water line	LS	$2,000.00	$2,000.00	$8,500.00	$8,500.00	$3,500.00	$3,500.00	$1,950.00	$1,950.00	$1,910.00	$1,910.00	$1,200.00	$1,200.00
621.00018	18-inch CMP, furnish & install	LF	$100.00	$1,000.00	$45.00	$450.00	$49.00	$490.00	$128.00	$1,280.00	$58.00	$580.00	$41.00	$410.00
630.03112	12-inch gate valve, valve box & cover, MAG std dtl 391, type C, furnish & install	EA	$2,800.00	$5,600.00	$2,500.00	$5,000.00	$2,100.00	$4,200.00	$2,435.00	$4,870.00	$2,030.00	$4,060.00	$2,400.00	$4,800.00
630.03116	16-inch gate valve, valve box & cover, MAG std dtl 391, type C, furnish & install	EA	$6,500.00	$32,500.00	$5,900.00	$29,500.00	$5,300.00	$26,500.00	$5,603.00	$28,015.00	$4,430.00	$22,150.00	$5,500.00	$27,500.00
630.04312	12-inch X 8-inch tapping sleeve and valve, valve box & cover, MAG std dtl 391, type C, furnish & install	EA	$3,500.00	$3,500.00	$2,800.00	$2,800.00	$3,800.00	$3,800.00	$2,837.00	$2,837.00	$2,820.00	$2,820.00	$3,500.00	$3,500.00
630.06020	Air release/vacuum valve, COA std dtl 1320, furnish & install	EA	$3,000.00	$9,000.00	$3,700.00	$11,100.00	$2,900.00	$8,700.00	$2,772.00	$8,316.00	$3,400.00	$10,200.00	$3,400.00	$10,200.00
630.06021	Water Quality sampling station, COA std dtl A1345, furnish & install	EA	$700.00	$700.00	$1,850.00	$1,850.00	$1,500.00	$1,500.00	$1,665.00	$1,665.00	$1,290.00	$1,290.00	$1,420.00	$1,420.00
	SUBTOTAL			$506,682.00		$531,469.50		$516,583.00		$521,755.07		$542,989.50		$549,221.70
	TAXES (As Applicable)			$19,542.00		$8,503.51		$29,548.55		$29,844.39		$31,059.00		$31,415.48
	TOTAL SUBMITTED BY BIDDER			$526,224.00		$539,973.01		$546,131.55		$551,599.46		$574,048.50		$580,637.18

BID TABULATION
WR10-020 (WA1160) - Well 24 16-in Raw Water Transmission Pipeline
BID DATE: August 27, 2009

			Blucor Contracting		JCI		Arizona State Utilities Inc		Arapahoe Utilities		Sorensen Construction		T&T Construction Inc	
			Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Item No.	Description of Materials and/or Services	Unit	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
General	Community Relations (Allowance)	Allow	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
105.61000	Utility Permits	Allow	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
105.01000	Construction survey layout and as-built	LS	$2,125.00	$2,125.00	$3,000.00	$3,000.00	$6,000.00	$6,000.00	$4,400.00	$4,400.00	$2,638.14	$2,638.14	$1,830.00	$1,830.00
107.02000	Permits (AZPDES)	LS	$7,620.00	$7,620.00	$7,500.00	$7,500.00	$200.00	$200.00	$3,750.00	$3,750.00	$8,165.68	$8,165.68	$4,300.00	$4,300.00
109.04320	Allowance for extra work	Allow	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
109.10000	Mobilization/Demobilization	LS	$10,800.00	$10,800.00	$29,000.00	$29,000.00	$24,000.00	$24,000.00	$4,050.00	$4,050.00	$20,627.68	$20,627.68	$37,730.00	$37,730.00
336.03001	AC pavement replacement, Type A, per special dtl	SY	$18.00	$24,660.00	$28.70	$39,319.00	$35.00	$47,950.00	$55.00	$75,350.00	$93.57	$128,190.90	$34.60	$47,402.00
336.20000	Slurry seal coat	SY	$2.40	$13,668.00	$2.65	$15,091.75	$2.00	$11,390.00	$3.00	$17,085.00	$2.50	$14,237.50	$2.14	$12,187.30
340.05560	Remove and replace existing concrete driveway	SF	$11.00	$9,680.00	$7.50	$6,600.00	$10.00	$8,800.00	$19.00	$16,720.00	$2.91	$2,560.80	$14.00	$12,320.00
340.02203	Remove and replace exist concrete curb & gutter	LF	$27.00	$135.00	$20.00	$100.00	$50.00	$250.00	$46.00	$230.00	$60.48	$302.40	$22.00	$110.00
401.01000	Traffic Control	LS	$6,000.00	$6,000.00	$15,000.00	$15,000.00	$12,000.00	$12,000.00	$17,000.00	$17,000.00	$10,000.00	$10,000.00	$5,800.00	$5,800.00
401.02000	Off-duty law enforcement officer	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
430.01000	Landscape Restoration	LS	$6,000.00	$6,000.00	$3,100.00	$3,100.00	$5,000.00	$5,000.00	$3,450.00	$3,450.00	$4,337.96	$4,337.96	$4,135.00	$4,135.00
602.07030	Jack & bore 30-inch diameter steel casing, furnish & install	LF	$550.00	$65,450.00	$453.00	$53,907.00	$500.00	$59,500.00	$595.00	$70,805.00	$552.75	$65,777.25	$751.00	$89,369.00
610.03008	8-in water main w/ fittings, restrained joints	LF	$115.50	$11,550.00	$90.80	$9,080.00	$80.00	$8,000.00	$125.00	$12,500.00	$35.18	$3,518.00	$111.00	$11,100.00
610.02016	16-in water main with fittings, furnish & install	LF	$65.00	$138,060.00	$67.50	$143,370.00	$82.00	$174,168.00	$64.00	$135,936.00	$81.39	$172,872.36	$65.00	$138,060.00
610.03016	16-in water main with fittings, restrained joints, furnish & install	LF	$106.00	$101,972.00	$111.46	$107,224.52	$102.00	$98,124.00	$110.00	$105,820.00	$86.68	$83,386.16	$93.00	$89,466.00
610.05000	Concrete encasement, MAG std dtl 404, furnish & install	LF	$85.32	$3,412.80	$48.00	$1,920.00	$20.00	$800.00	$93.00	$3,720.00	$25.13	$1,005.20	$51.00	$2,040.00
610.10000	Vertically realign existing water main, MAG std dtl 370, furnish & install	EA	$1,530.00	$15,300.00	$2,560.00	$25,600.00	$1,500.00	$15,000.00	$2,850.00	$28,500.00	$2,512.52	$25,125.20	$4,650.00	$46,500.00
610.10001	Access manhole, per special detail, furnish & install	EA	$4,472.00	$8,944.00	$2,900.00	$5,800.00	$4,000.00	$8,000.00	$6,100.00	$12,200.00	$2,594.17	$5,188.34	$8,230.00	$16,460.00
611.15001	Flush existing 16-in raw water line	LS	$2,700.00	$2,700.00	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$7,900.00	$7,900.00	$1,954.74	$1,954.74	$4,350.00	$4,350.00
621.00018	18-inch CMP, furnish & install	LF	$171.00	$1,710.00	$32.00	$320.00	$25.00	$250.00	$86.00	$860.00	$75.75	$757.50	$235.00	$2,350.00
630.03112	12-inch gate valve, valve box & cover, MAG std dtl 391, type C, furnish & install	EA	$3,530.00	$7,060.00	$2,570.48	$5,140.96	$1,800.00	$3,600.00	$1,900.00	$3,800.00	$2,512.52	$5,025.04	$2,380.00	$4,760.00
630.03116	16-inch gate valve, valve box & cover, MAG std dtl 391, type C, furnish & install	EA	$5,765.00	$28,825.00	$4,825.39	$24,126.95	$6,600.00	$33,000.00	$4,750.00	$23,750.00	$5,401.91	$27,009.55	$5,150.00	$25,750.00
630.04312	12-inch X 8-inch tapping sleeve and valve, valve box & cover, MAG std dtl 391, type C, furnish & install	EA	$3,851.00	$3,851.00	$2,968.55	$2,968.55	$2,500.00	$2,500.00	$3,200.00	$3,200.00	$2,889.39	$2,889.39	$4,390.00	$4,390.00
630.06020	Air release/vacuum valve, COA std dtl 1320, furnish & install	EA	$4,494.00	$13,482.00	$3,179.27	$9,537.81	$3,500.00	$10,500.00	$2,400.00	$7,200.00	$3,768.78	$11,306.34	$3,640.00	$10,920.00
630.06021	Water Quality sampling station, COA std dtl A1345, furnish & install	EA	$2,536.00	$2,536.00	$1,950.00	$1,950.00	$2,000.00	$2,000.00	$2,050.00	$2,050.00	$2,638.14	$2,638.14	$2,700.00	$2,700.00
	SUBTOTAL			$551,540.80		$579,656.54		$602,032.00		$626,276.00		$665,514.27		$640,029.30
	TAXES (As Applicable)			$31,559.94		$18,605.45		$34,436.00		$35,823.00		Included		$36,609.68
	TOTAL SUBMITTED BY BIDDER			$583,100.74		$598,261.99		$636,468.00		$662,099.00		$665,514.27		$676,638.98

BID TABULATION
WR10-020 (WA1160) - Well 24 16-in Raw Water Transmission Pipeline
BID DATE: August 27, 2009

			Mercury Constructors Inc		Summit Pueblo West		Standard Construction		Lee's Pipelines, Inc		Juarez Contracting Inc		Klass Services	
			Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Item No.	Description of Materials and/or Services	Unit	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
General	Community Relations (Allowance)	Allow	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00				
105.61000	Utility Permits	Allow	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00				
105.01000	Construction survey layout and as-built	LS	$2,100.00	$2,100.00	$2,778.74	$2,778.74	$3,000.00	$3,000.00	$5,100.00	$5,100.00				
107.02000	Permits (AZPDES)	LS	$14,200.00	$14,200.00	$9,405.19	$9,405.19	$2,000.00	$2,000.00	$9,000.00	$9,000.00				
109.04320	Allowance for extra work	Allow	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00				
109.10000	Mobilization/Demobilization	LS	$64,575.00	$64,575.00	$5,436.66	$5,436.66	$5,000.00	$5,000.00	$12,000.00	$12,000.00				
336.03001	AC pavement replacement, Type A, per special dtl	SY	$36.00	$49,320.00	$45.54	$62,389.80	$45.00	$61,650.00	$64.00	$87,680.00				
336.20000	Slurry seal coat	SY	$2.00	$11,390.00	$2.42	$13,781.90	$3.50	$19,932.50	$5.50	$31,322.50				
340.05560	Remove and replace existing concrete driveway	SF	$15.00	$13,200.00	$9.67	$8,509.60	$10.00	$8,800.00	$15.00	$13,200.00				
340.02203	Remove and replace exist concrete curb & gutter	LF	$47.00	$235.00	$24.16	$120.80	$25.00	$125.00	$40.00	$200.00				
401.01000	Traffic Control	LS	$15,200.00	$15,200.00	$44,793.31	$44,793.31	$7,500.00	$7,500.00	$11,200.00	$11,200.00				
401.02000	Off-duty law enforcement officer	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				
430.01000	Landscape Restoration	LS	$1,200.00	$1,200.00	$4,228.51	$4,228.51	$3,500.00	$3,500.00	$9,000.00	$9,000.00				
602.07030	Jack & bore 30-inch diameter steel casing, furnish & install	LF	$550.00	$65,450.00	$548.98	$65,328.62	$480.00	$57,120.00	$700.00	$83,300.00				
610.03008	8-in water main w/ fittings, restrained joints	LF	$85.00	$8,500.00	$90.82	$9,082.00	$115.00	$11,500.00	$75.00	$7,500.00				
610.02016	16-in water main with fittings, furnish & install	LF	$68.00	$144,432.00	$80.61	$171,215.64	$80.00	$169,920.00	$90.00	$191,160.00				
610.03016	16-in water main with fittings, restrained joints, furnish & install	LF	$98.00	$94,276.00	$109.70	$105,531.40	$145.00	$139,490.00	$105.00	$101,010.00				
610.05000	Concrete encasement, MAG std dtl 404, furnish & install	LF	$36.00	$1,440.00	$40.65	$1,626.00	$80.00	$3,200.00	$100.00	$4,000.00				
610.10000	Vertically realign existing water main, MAG std dtl 370, furnish & install	EA	$3,900.00	$39,000.00	$3,534.65	$35,346.50	$5,000.00	$50,000.00	$1,500.00	$15,000.00				
610.10001	Access manhole, per special detail, furnish & install	EA	$7,600.00	$15,200.00	$6,695.84	$13,391.68	$7,000.00	$14,000.00	$2,600.00	$5,200.00				
611.15001	Flush existing 16-in raw water line	LS	$3,600.00	$3,600.00	$4,524.34	$4,524.34	$1,700.00	$1,700.00	$6,000.00	$6,000.00				
621.00018	18-inch CMP, furnish & install	LF	$115.00	$1,150.00	$55.02	$550.20	$60.00	$600.00	$90.00	$900.00				
630.03112	12-inch gate valve, valve box & cover, MAG std dtl 391, type C, furnish & install	EA	$4,400.00	$8,800.00	$3,276.99	$6,553.98	$3,000.00	$6,000.00	$2,400.00	$4,800.00				
630.03116	16-inch gate valve, valve box & cover, MAG std dtl 391, type C, furnish & install	EA	$5,600.00	$28,000.00	$5,181.40	$25,907.00	$6,500.00	$32,500.00	$5,100.00	$25,500.00				
630.04312	12-inch X 8-inch tapping sleeve and valve, valve box & cover, MAG std dtl 391, type C, furnish & install	EA	$4,300.00	$4,300.00	$2,794.82	$2,794.82	$4,800.00	$4,800.00	$2,400.00	$2,400.00				
630.06020	Air release/vacuum valve, COA std dtl 1320, furnish & install	EA	$2,500.00	$7,500.00	$3,679.39	$11,038.17	$4,500.00	$13,500.00	$3,000.00	$9,000.00				
630.06021	Water Quality sampling station, COA std dtl A1345, furnish & install	EA	$2,800.00	$2,800.00	$2,510.23	$2,510.23	$3,500.00	$3,500.00	$1,700.00	$1,700.00		Did not attend Mandatory Pre-Bidders Conference.		Did not include all required documents.
	SUBTOTAL			$661,868.00		$672,845.09		$685,337.50		$702,172.50				
	TAXES (As Applicable)			$35,425.00		$38,486.72		$36,961.93		$40,164.27				
	TOTAL SUBMITTED BY BIDDER			$697,293.00		$711,331.81		$722,299.43		$742,336.77		Disqualified		Disqualified

CITY COUNCIL REPORT

SUBJECT:
Contract Award - Renovation Solutions Group, Inc. - Crystal Gardens Water Control Structure Modification

MEETING DATE:
September 21, 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 award a contract to Renovation Solutions Group, Inc. for the purpose of modifying the existing water control structures at the Crystal Gardens Wetlands for an amount not to exceed $78,087.00 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

The emergent areas of the wetland cells are operating at depths greater than 24-inches in most cases. The plant species presently used do not tolerate prolonged inundation at such depths. This, along with biomass removal, followed by immediate re-flooding has contributed to the depth-induced stress on the vegetation.

In April of 2005, the City entered into a professional services agreement with URS Corporation who, along with WGA, Inc., were to develop a long-term vegetation and mosquito management program. Part of the vegetation plan was to investigate options that will allow water level control to be rapidly and easily achieved by City operations and maintenance staff.

Water level manipulation has proved to be effective in regenerating root stock in some cells and is crucial to the survival of any new plant stock introduced into the system. Per the vegetation maintenance plan established by WGA, Inc., water levels should be altered over the course of the year with levels in the marsh zones at their lowest in the spring time.

In the spring of 2008, the first phase of water control structure modifications took place. These modifications have exceeded Wetland Staff's expectations in assisting with the necessary water level manipulation to ensure healthy plant life.

DISCUSSION:

There are a total of eleven water control structures at the Crystal Gardens Wetlands. The first phase of this project took place in the spring of 2008, at which time six of the structures were modified. This contract will provide for modification of the remaining five structures.

The bid announcement for this contract was advertised in the West Valley View and the Arizona Business Gazette on June 30, 2009 and July 7, 2009. A mandatory pre-bid meeting was held on July 15, 2009, and was attended by eighteen potential bidders: Vermillion Contracting, Caymus Corporation, Prime Contracting, LLC, Felix Construction, Haydon Building Corp., PMB Construction, Pierson Construction Corp., Jay Pacific Corp., Dorn Engineering and Development, Quest Civil Constructors, RDH Environmental Services LLC, J E Bowen Construction, ELS Construction,

Renovation Solution Group, Standard Construction Co. Inc., Arizona Pipe Masters, Inc., Benchmark Construction and Petra Contracting. Six contractors submitted bids for this project:

Renovation Solutions Group, Inc.	$78,087.00
Benchmark Construction	$91,319.44
PMB Construction, LLC	$98,700.19
Quest Civil Constructors, Inc.	$129,129.00
Petra Contracting	$141,072.24
RDH Environmental Services, LLC	$204,991.08

There are no unresolved complaints on record against Renovation Solutions Group, Inc. according to the Registrar of Contractors. Staff has contacted the list of references provided by the contractor, and found no reason to disqualify Renovation Solutions Group, Inc.

The scope of the contract will include:

- Removal of upper section of vault or confined space entry
- Notching of weir wall
- Furnish and install new slide gate assembly
- Modify vault to accommodate new gate stems
- Replacement of upper vault section as necessary

The tentative completion schedule for the project is:

Award by Council:	September 21, 2009
Pre-Construction Conference:	October 22, 2009
Notice to Proceed:	November 6, 2009
Order slide gates:	November 13, 2009
Begin construction:	March 1, 2010
Project complete:	May 14, 2010

BUDGETARY IMPACT:

Funding for this project is available in the Water Resources Department FY 09/10 Operating Budget (501-9119-00-6180).

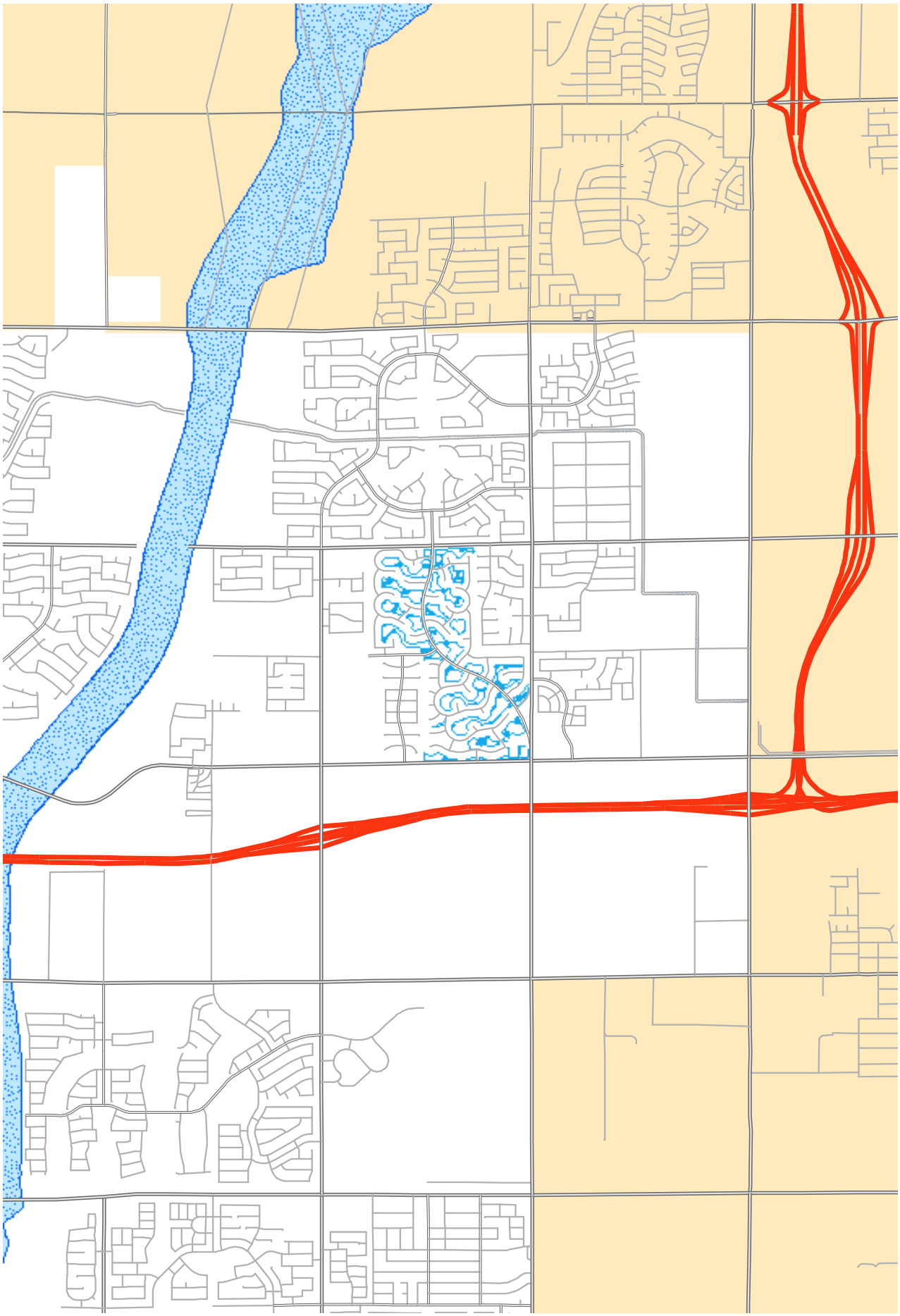
RECOMMENDATION:

Staff recommends that the City Council award a contract to Renovation Solutions Group, Inc. for the purpose of modifying water control structures at the Crystal Gardens Wetlands for an amount not to exceed $78,087.00, from line item 501-9119-00-6180 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Bid Tabulation Sheet
- Contract



Bid Tabulation

WR10-001 Crystal Gardens Water Control Structure Modifications

Bid Date August 12, 2009

				Renovation Solutions Group, Inc		Benchmark Construction		PMB Construction, LLC		Quest Civil Constructors, Inc.		Petra Contracting		RDH Environmental Services, LLC	
Item	**Description**	**Qty**	**Unit**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
1	36" Slide Gate Assembly	4	Ea.	$4,807.00	$19,228.00	$4,710.55	$18,842.20	$4,247.21	$16,988.84	$5,850.00	$23,400.00	$4,400.00	$17,600.00	$4,500.00	$18,000.00
2	42" Slide Gate Assembly	5	Ea.	$4,985.00	$24,925.00	$4,885.42	$24,427.10	$4,404.88	$22,024.40	$6,150.00	$30,750.00	$4,950.00	$24,750.00	$5,000.00	$25,000.00
3	48" Slide Gate Assembly	1	Ea.	$5,163.00	$5,163.00	$5,060.29	$5,060.29	$4,562.56	$4,562.56	$6,724.00	$6,724.00	$5,500.00	$5,500.00	$4,900.00	$4,900.00
4	2 1/2" Staff Gage, Style C	5	Ea.	$112.00	$560.00	$109.80	$549.00	$99.00	$495.00	$750.00	$3,750.00	$2,671.90	$13,359.50	$500.00	$2,500.00
5	Weir Box, North Side, 112th Ln. and Roanoke	1	Ea.	$4,636.00	$4,636.00	$7,500.00	$7,500.00	$9,857.84	$9,857.84	$11,500.00	$11,500.00	$17,430.00	$17,430.00	$28,700.00	$28,700.00
6	Weir box, North Side, Crystal Gardens Pkwy and Windsor	1	Ea.	$4,636.00	$4,636.00	$7,500.00	$7,500.00	$9,857.84	$9,857.84	$11,500.00	$11,500.00	$12,000.00	$12,000.00	$28,700.00	$28,700.00
7	Weir box, North Side, 112th Ln. and Sheridan	1	Ea.	$5,010.00	$5,010.00	$7,500.00	$7,500.00	$9,857.84	$9,857.84	$11,500.00	$11,500.00	$16,500.00	$16,500.00	$28,700.00	$28,700.00
8	Weir box, North Side, Crystal Gardens Pkwy and Encanto	1	Ea.	$5,010.00	$5,010.00	$7,500.00	$7,500.00	$9,857.84	$9,857.84	$11,500.00	$11,500.00	$13,500.00	$13,500.00	$28,700.00	$28,700.00
9	Weir box, South Side, Crystal Gardens Pkwy and Monte Vista	1	Ea.	$5,010.00	$5,010.00	$7,500.00	$7,500.00	$9,857.84	$9,857.84	$11,500.00	$11,500.00	$12,800.00	$12,800.00	$28,700.00	$28,700.00
	Subtotal				74,178.00		86,378.59		93,360.00		122,124.00		133,439.50		193,900.00
	Taxes (as applicable)				3,909.00		4,940.85		5,340.19		7,005.00		7,632.74		11,091.08
	Total submitted by bidder				78,087.00		91,319.44		98,700.19		129,129.00		141,072.24		204,991.08
	Required attachments submitted				Yes		Yes		Yes		Yes		Yes		Yes

OFFER

The undersigned (the "Bidder") hereby offers this Bid (the "Offer") and certifies that Bidder has read, understands and agrees to fully comply with all terms and conditions as set forth in this Contract, and any amendments thereto, together with all Specifications, Plans and other documents included as part of this Contract.

BY SIGNING THIS PAGE THE SUBMITTING BIDDER CERTIFIES THAT BIDDER HAS REVIEWED THIS CONTRACT AND ALL CORRESPONDING IFB TERMS AND CONDITIONS AND AGREES TO BE CONTRACTUALLY BOUND BY THEM.

Arizona Transaction (Sales) Privilege Tax License Number:_____	For Clarification of this Bid contact:
Federal Employer Identification Number:_____	Name: Eric Olson
Renovation Solutions Group, Inc	Telephone: 480-894-3331
Contractor Name	Facsimile: 480-829-0768
549 S 48th St, Suite 101	Email: eric@renovation1.com
Address	Eric Olson
	Authorized Signature for Contractor
	Eric Olson
	Printed Name
Tempe AZ 85281	Estimator
City State Zip Code	Title

ACCEPTANCE OF OFFER AND NOTICE OF AWARD (FOR CITY OF AVONDALE USE ONLY)

Effective Date:_____ Contract No._____ Official File:_____

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

Document is available in its entirety from the City Clerk's Department

CITY COUNCIL REPORT

SUBJECT:
Parking License Agreement - Mortensen Living Trust

MEETING DATE:
September 21, 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 Parking License Agreement with the Mortensen Living Trust to be used in conjunction with the sports facility and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City and the Mortensen Family entered into a purchase and Sale Agreement on January 12, 2009 for the purchase of 4.25 acres of property ("parcel 1"), along with the option to purchase an additional 7.1 acres of property ("parcel 2"). The American Sports Center-Avondale will be constructed on Parcel 1 and the purchase agreement granted the city the right to use Parcel 2 in conjunction with the sports facility for parking.

DISCUSSION:

The parking license agreement is for the period of September 14, 2009 until the end of the Option Period, which is defined in the original purchase agreement. The agreement will allow the city, and it's authorized parties to use the property for parking in the City Center area. During the term of the agreement, the city will be responsible for the maintenance, utility costs, and liability insurance.

BUDGETARY IMPACT:

There is no director cost to enter into this agreement.

RECOMMENDATION:

Staff recommends that the City Council approve a Parking License Agreement with the Mortensen Living Trust and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Agreement

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (this "Parking Agreement") is entered into September 21, 2009, by and between the City of Avondale, an Arizona municipal corporation (the "City") and the Clifford T. Mortensen, Sr. and Sylvia A. Mortensen, Co-Trustees of the Clifford T., Sr. and Sylvia A. Mortensen Living Trust dated January 15, 2004 as to an undivided 1/2 interest, and Virginia Louise Mortensen, Successor Trustee of the Azel Jack Mortensen and Virginia Louise Mortensen Living Trust, dated August 20, 1992 as to an undivided 1/2 interest (collectively, the "Owner"). The City and Owner are sometimes referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

A. The City and the Owner entered into that certain Purchase and Sale Agreement dated January 12, 2009 (the "Purchase Agreement"), for the City's purchase of approximately 4.25 net acres of real property located in Maricopa County, Arizona, as more particularly described in Exhibit 1 attached hereto and incorporated herein by reference ("Parcel 1"), together with the option to purchase 7.1 net acres of real property in close proximity to Parcel 1, as more particularly described and depicted on Exhibit 2 ("Parcel 2"), attached hereto and incorporated herein by reference.

B. Section 4.8 of the Purchase Agreement granted the City the right to use Parcel 2 for parking in conjunction with its uses on Parcel 1. The City desires to utilize portions of Parcel 2 in conjunction with its sports facility to be constructed on Parcel 1.

C. Owner desires to grant to City and its successors and assigns a license for design and construction of parking facilities and ingress, egress, parking and pedestrian access on, over and across Parcel 2.

AGREEMENT

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

1. Grant of License and Term. This parking license is for the period from September 14, 2009 until the end of the Option Period, as defined in the Purchase Agreement, including all extensions thereof (the "Licensed Period"). The Owner hereby conveys to the City a vehicular parking license on, over, through and across Parcel 2 for the purposes of vehicular ingress and egress and parking as well as pedestrian ingress and egress on Parcel 2 (the "License") for the Licensed Period. This License shall be for the benefit and use of the customers, patrons and invitees (including without limitation employees, officers, agents, contractors, tenants and concessionaires) of the sports facility located on Parcel 1. This Agreement shall automatically terminate and shall be of no force or effect after the Licensed Period.

2. Access. The City, its customers, patrons, tenants, invitees, agents, employees, contractors and concessionaires ("Authorized Parties"), shall have the right to enter upon the License Area for the purposes permitted by this Parking Agreement. The City and other Authorized Parties shall enter upon the License Area at their sole risk and hazard, and the City and its successors and assigns, hereby release Owner from any claims relating to the condition of the License Area and the entry upon the License Area by the City and Authorized Parties. The City will provide and maintain safe, continuous and adequate vehicle and pedestrian access (ingress and egress) for Owner and its employees, agents, contractors, tenants, invitees and guests to and from License Area. Any fees or charges collected by the City in connection with the use of the License Area by Authorized Parties shall be retained solely by the City.

3. Maintenance of License Area and Utilities. During the Licensed Period, the parking area shall be maintained by the City. Further, the City shall accept responsibility for utilities, if any, extended to the License Area for the parking area and shall be responsible for maintaining proper watering and lighting of the landscaping and the payment of all utility charges for improvements to the parking lots within the License Area.

4. Insurance Coverage and Limits. Prior to making use of the License Area, the City shall ensure that its policy of general commercial liability insurance will insure the City's interests against claims for personal injury, bodily injury, death, property damage occurring on, in, or about the License Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability of not less than $2,000,000.00. The Owner shall be endorsed as an additional insured on such policy.

5. Liens. The City shall keep License Area free from any liens arising out of any work performed, materials furnished or obligations incurred by, through or for the City.

6. Indemnification. Each of the Parties hereto, and their successors and assigns, shall, to the extent permitted by law, shall indemnify, defend and hold the other Party harmless for, from and against any and all liability, damage, expense, causes of action, suits, claims or judgments including attorney's fees and costs, arising from personal injury, death or property damage resulting from the use of the License Area by such Party or such Party's officers, employees, agents, contractors, tenants, concessionaires, invitees, licensees or guests. A Party shall not be entitled to the indemnification provided herein for any injury or damage to the extent arising out of the negligent act, omission or willful misconduct of itself or any of its officers, employees, agents, contractors, tenants, concessionaires, invitees, licensees or guests. The provisions of this Section will survive for a period of two years following the termination of this Agreement.

7. Notices and Requests. Any notice or other communication required or permitted to be given under this Parking 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 Owner:	Mortensen Family 10326 West Thomas Rd. Avondale, Arizona 85323-4607 Attn: Thomas Mortensen Facsimile: 623-877-4037
With a copy to:	Tiffany & Bosco, PA 2525 East Camelback Road, Third Floor Phoenix, Arizona 85016-4237 Attn: Dustin C. Jones, Esq. Facsimile: 602-255-0103
If to City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: City Manager Facsimile: 623-333-0100
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Attn: Andrew J. McGuire, Esq. Facsimile: 602-340-1538

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the Party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

8. Remedies.

a. Injunctive Relief. The Parties hereto acknowledge and agree that they have bargained for specific performance of the covenants, conditions and rights contained in this Parking Agreement, and all other provisions hereof, and that each Party entitled to enforcement of the terms hereof shall be entitled to injunctive relief, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions, both mandatory and prohibitory. Subject to the limitations contained in this Parking Agreement, the Parties hereto

shall have all remedies, at law or in equity, in order to enforce the terms of this Parking Agreement.

b. Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Party to cure a breach of this Agreement within thirty (30) days following written notice thereof by the non-defaulting Party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, the defaulting Party commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion, which completion must occur not later than sixty (60) days from the notice), the non-defaulting Party shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Party and be reimbursed by such defaulting Party upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency and/or (ii) blockage or material impairment of the License Area rights, the non-defaulting Party may immediately cure the same and be reimbursed by the defaulting Party upon demand for the reasonable cost thereof together with interest as above described.

9. Document Execution, Modification and Cancellation. This Parking Agreement (including exhibits) may be modified or cancelled only by the unanimous agreement by the owners of both Parcel 1 and Parcel 2; provided, however that if the Parcel 2 is owned by more than one person or entity, only the consent of such owners holding a real property interest in the License Area shall be required to sign on behalf of Owner.

10. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

11. Time of the Essence. Time is of the essence with regard to performance under the terms and provisions of this Parking Agreement, and any amendment, modification or revision thereof, with respect to the actions and obligations of each person bound by the terms hereof. In accepting an interest in a Parcel, each owner, tenant, lessee, user, and mortgagee, and trust deed beneficiary shall be deemed to take its interest knowingly and willingly subject to this time is of the essence clause.

12. Severability. Invalidation of any of the provisions contained in this Parking Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any person and the same shall remain in full force and effect.

13. Attorney's Fees. If either Party commences an action against the other to interpret or enforce any of the terms of this Parking Agreement or because of the breach by the other Party of any of the terms hereof, the losing Party shall pay to the prevailing Party reasonable attorney's fees, costs and expenses, including expert witness fees, incurred in connection with the prosecution or defense of such action. For the purpose of this Parking

Agreement, the terms "attorney's fees, costs and expenses" shall mean the fees and expenses of counsel to the Parties hereto, which may include printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The term "attorneys' fees, costs and expenses" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred.

14. Negation of Partnership. None of the terms or provisions of this Parking Agreement shall be deemed to create a partnership between or among the Parties hereto, nor shall it cause them to be considered joint ventures or members of any joint enterprise. Each Party hereto shall be considered a separate owner, and no Party hereto shall have the right to act as an agent for another Party hereto, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

15. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any Parcel or any portion of any Parcel to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party person, nor shall any third party person be deemed to be a beneficiary or any of the provisions contained herein.

16. Enforcement. All of the provisions of this Parking Agreement shall be enforceable as equitable servitudes constituting covenants running with the land pursuant to applicable law. It is expressly agreed that each covenant to do or refrain from doing some act on a parcel owned by the covenantor (a) is for the benefit of the land of the covenantees, (b) runs with both the land owned by the covenantor and the land owned by the covenantees, and (c) shall benefit and be binding upon each successive owner during his ownership of any portion of the land affected hereby and each person having any interest herein derived through any owner of the land affected hereby.

17. Remedies Cumulative. This Parking Agreement shall create privity of contract with an estate with and among all grantees of all or any part of the Parcels and their respective heirs, executors, administrators, successors and assigns. In the event of a breach or an attempted or threatened breach of any part of this Parking Agreement by any Party hereto, the other Party shall be entitled forthwith to full and adequate relief by injunction and all other available legal and equitable remedies.

[SIGNATURES ON FOLLOWING PAGES]

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

"**Owner**"

CLIFFORD T. MORTENSEN, SR. AND SYLVIA A. MORTENSEN,
Co-Trustees of the Clifford T., Sr. and Sylvia A. Mortensen Living Trust
dated January 15, 2004 as to an undivided ½ interest

_____
Clifford T. Mortensen, Sr.

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me _____, 2009, by Clifford T. Mortensen, Sr., Co-Trustee of the Clifford T., Sr. and Sylvia A. Mortensen Living Trust dated January 15, 2004 as to an undivided ½ interest, on behalf of such Trust.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

"**Owner**"

CLIFFORD T. MORTENSEN, SR. AND SYLVIA A. MORTENSEN,
Co-Trustees of the Clifford T., Sr. and Sylvia A. Mortensen Living Trust
dated January 15, 2004 as to an undivided ½ interest

_____
Sylvia A. Mortensen

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me _____, 2009, by Sylvia A. Mortensen, Co-Trustee of the Clifford T., Sr. and Sylvia A. Mortensen Living Trust dated January 15, 2004 as to an undivided ½ interest, on behalf of such Trust.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

"**Owner**"

VIRGINIA LOUISE MORTENSEN,
Successor Trustee of the Azel Jack Mortensen and Virginia Louise Mortensen Living Trust, dated August 20, 1992 as to an undivided ½ interest

_____
Virginia Louise Mortensen

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me _____, 2009, by Virginia Louise Mortensen, Successor Trustee of the Azel Jack Mortensen and Virginia Louise Mortensen Living Trust, dated August 20, 1992 as to an undivided ½ interest, on behalf of such Trust.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

"**City**"

CITY OF AVONDALE, an Arizona
municipal corporation

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me _____, 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:

_____

EXHIBIT 1
TO
PARKING LICENSE AGREEMENT

[Legal Description and Map of Parcel 1]

See following pages.

Parcel 1

Legal Description

Lot 4 of Avondale City Center Phase 1, according to Book 1027 of Maps, Page 31 of the official records of Maricopa County, Arizona.

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.

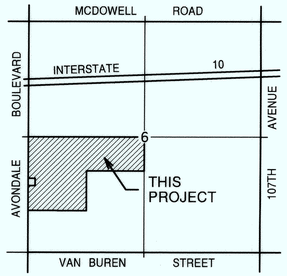
APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA
THIS 20TH DAY OF April, 2009.

Marie Lopez Rogers — 4-21-09
MARIE LOPEZ ROGERS, MAYOR — DATE

Carmen Martinez — 4-21-09
ATTEST, CITY CLERK — DATE

Susan J. McDermott — 4/21/09
CITY ENGINEER — DATE



VICINITY MAP
(NOT TO SCALE)

BOOK 1027 PAGE 31
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
2009 – 0352745
04/21/2009 04:28 PM
FLORES

ACKNOWLEDGEMENT

STATE OF NH)
)SS
COUNTY OF Hillsborough)

ON THIS, THE 17th DAY OF April, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED EMMA JEANNETTE AMMON WHO ACKNOWLEDGED HERSELF TO BE GENERAL PARTNER OF LEVERTON INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, 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.

Karlene M. Savage — 01/16/2013
NOTARY — MY COMMISSION EXPIRES

KARLENE M. SAVAGE, NOTARY PUBLIC, STATE OF N.H., MY COMMISSION EXPIRES JANUARY 16, 2013, NEW HAMPSHIRE

ACKNOWLEDGEMENT

STATE OF Georgia)
)SS
COUNTY OF Newton)

ON THIS, THE 16 DAY OF April, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED JUDITH ANNE MONTGOMERY WHO ACKNOWLEDGED HERSELF TO BE GENERAL PARTNER OF LEVERTON INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, 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 — 5/17/09
MY COMMISSION EXPIRES

BRENDA J. FINCHER, NOTARY PUBLIC, NEWTON COUNTY, GEORGIA, MY COMMISSION EXPIRES MAY 17 2009

ACKNOWLEDGEMENT

STATE OF NH)
)SS
COUNTY OF Hillsborough)

ON THIS, THE 17th DAY OF April, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED EMMA JEANNETTE AMMON WHO ACKNOWLEDGED HERSELF TO BE GENERAL PARTNER OF LEVERTON PROPERTIES L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, 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.

Karlene M. Savage — 01/16/2013
NOTARY — MY COMMISSION EXPIRES

KARLENE M. SAVAGE, NOTARY PUBLIC, STATE OF N.H., MY COMMISSION EXPIRES JANUARY 16, 2013, NEW HAMPSHIRE

ACKNOWLEDGEMENT

STATE OF Georgia)
)SS
COUNTY OF Newton)

ON THIS, THE 16 DAY OF April, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED JUDITH ANNE MONTGOMERY WHO ACKNOWLEDGED HERSELF TO BE GENERAL PARTNER OF LEVERTON PROPERTIES L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, 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 — 5/17/09
MY COMMISSION EXPIRES

BRENDA J. FINCHER, NOTARY PUBLIC, NEWTON COUNTY, GEORGIA, MY COMMISSION EXPIRES MAY 17 2009

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE 20 DAY OF April, 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.

Marie L. James — Oct 18, 2012
NOTARY — MY COMMISSION EXPIRES

Marie L. James, Notary Public - Arizona, Maricopa County, My Commission Expires October 18, 2012

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE 20 DAY OF April, 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.

Marie L. James — Oct 18, 2012
NOTARY — MY COMMISSION EXPIRES

Marie L. James, Notary Public - Arizona, Maricopa County, My Commission Expires October 18, 2012

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE 20 DAY OF April, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED CLIFFORD T. MORTENSEN SR. AND SYLVIA K. MORTENSEN, WHO ACKNOWLEDGED THEMSELVES TO BE TRUSTEES OF THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, 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.

Marie L. James — Oct 18, 2012
NOTARY — MY COMMISSION EXPIRES

Marie L. James, Notary Public - Arizona, Maricopa County, My Commission Expires October 18, 2012

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE 20 DAY OF April, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED Sean O'Brien WHO ACKNOWLEDGED HIM/HERSELF TO BE President 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.

Marie L. James — Oct 18, 2012
NOTARY — MY COMMISSION EXPIRES

Marie L. James, Notary Public - Arizona, Maricopa County, My Commission Expires October 18, 2012

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE 21 DAY OF April, 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.

Marie L. James — Oct 18, 2012
NOTARY — MY COMMISSION EXPIRES

Marie L. James, Notary Public - Arizona, Maricopa County, My Commission Expires October 18, 2012

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 9-30-2010

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.

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 ITS MEMBER:
LEVERTON INVESTMENTS LIMITED PARTNERSHIP
AN ARIZONA LIMITED PARTNERSHIP.

Emma Jeannette Ammon — DATE: April 17, 2009
EMMA JEANNETTE AMMON
GENERAL PARTNER

BY: Judith Anne Montgomery — DATE: April 16, 2009
JUDITH ANNE MONTGOMERY
GENERAL PARTNER

BY: LEVERTON INVESTMENTS LIMITED PARTNERSHIP
AN ARIZONA LIMITED PARTNERSHIP.

Emma Jeannette Ammon — DATE: April 17, 2009
EMMA JEANNETTE AMMON
GENERAL PARTNER

BY: Judith Anne Montgomery — DATE: April 16, 2009
JUDITH ANNE MONTGOMERY
GENERAL PARTNER

BY: THE CLIFFORD T. SR. AND SYLVIA K. MORTENSEN LIVING TRUST DATED JANUARY 15, 2004.

BY: Clifford T. Mortensen — DATE: april 20-09
CLIFFORD T. MORTENSEN
TRUSTEE

BY: Sylvia A. Mortensen — DATE: 4-20-09
SYLVIA A. MORTENSEN
TRUSTEE

BY: THE AZEL JACK MORTENSEN & VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992.

BY: Virginia Louise Mortensen — DATE: 4-20-09
VIRGINIA LOUISE MORTENSEN
SUCCESSOR TRUSTEE

BY: THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993.

BY: Clifford T. Mortensen — DATE: april 20-09
CLIFFORD T. MORTENSEN
TRUSTEE

BY: Sylvia A. Mortensen — DATE: 4-20-09
SYLVIA K. MORTENSEN
TRUSTEE

BY: CARLOS O'BRIEN'S SCOTTSDALE, L.L.C.,
AN ARIZONA LIMITED LIABILITY COMPANY.

BY: [signature] — DATE: 4-20-09
ITS: PRESIDENT

BY: THE CITY OF AVONDALE
AN ARIZONA MUNICIPAL CORPORATION.

BY: Marie Lopez Rogers — DATE: 4-21-09
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

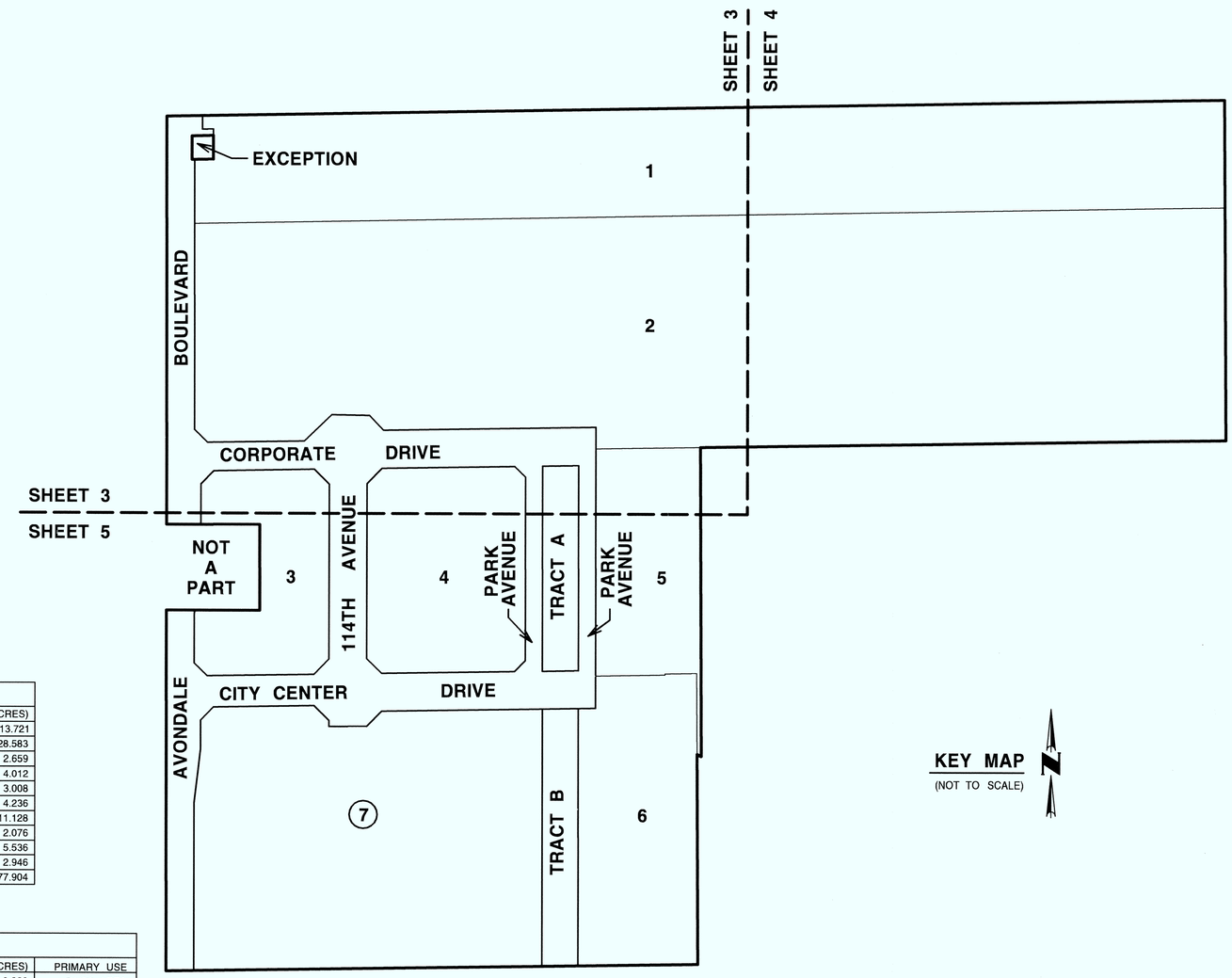
R.L.S. — INDICATES REGISTERED LAND SURVEYOR

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)

BOOK 1027 PAGE 31
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2009 – 0352745
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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36562
FRED W.
KLEIN III
Date Signed
ARIZONA, U.S.A.
Expires 9-30-2010

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'
109'
59'
59'
65'
65'
80'
80'
160.88'

32.00'
S88° 59'16"W
25.50'
15.00'
N88° 59'16"E
50.01'
EXCEPTION
55.01'
N00° 02'19"W
55.01'
S00° 02'19"E
50.01'
S88° 59'16"W
43.51'
6.50'

ACCESS ESM'T
DOC. NO. 2004-0092234

1

148.02'

10' IRRIGATION ESM'T
DOC. NO. 2005-0042035

N88° 59'16"E
2405.78'

AVONDALE BOULEVARD

N00° 02'19"W 945.89'
785.01'

DRAINAGE ESM'T
DOC. NO. 2004-0092234

477.05'

2

7' ELECTRIC ESM'T
DOCKET 12638, PAGE 1328

88.11'
N89° 03'04"W
44.05'
44.06'
N43° 33'14"W
47.39'
N45° 29'32"W
42.09'
88.32'
S46° 26'46"W
226.52'
114TH AVENUE
N03° 50'16"E
82.52'
495.80'
50.00'
3' ELECTRIC ESM'T
DOCKET 6825, PAGE 357
50'
50'
28'
28'
424.05'
424.05'
4.00'
4.00'
496.07'
496.07'
N89° 03'16"E 920.12'
CORPORATE DRIVE
CORPORATE DRIVE
38'
38'
38'
38'
38.01'
38.01'
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
TRACT C
235.04'
310.05'
42.01'
42.00'
94.15'
N44° 30'28"E
42.76'
S45° 29'32"E
49.10'
44'
44'
528.33'
528.33'
44'
44'
N44° 30'28"E
49.89'
S45° 29'32"E
35.07'
40'
40'
42'
42'
N89° 03'16"E
84.01'
477.32'
477.32'
42'
42'
40'
40'
407.33'
407.33'
427.32'
528.33'
S00° 16'39"E 528.30'
3
114TH AVENUE
4
PARK
TRACT A
AVENUE
5
LOT 48

MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 4

BOOK 1027 PAGE 31
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2009 – 0352745
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FLOREC

SCALE: 1" = 50'
50' 25' 0 50'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36562
FRED W.
KLEIN III
Date Signed 4-15-09
ARIZONA U.S.A.
Expires 9-30-2010

SHEET 3 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

AVONDALE GATEWAY
BOOK 854, PAGE 35

40' 40' 40'

ROOSEVELT STREET

40' RIGHT-OF-WAY
BOOK 854, PAGE 35

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

BOOK 1027 PAGE 31
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
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50' 25' 0 50'
SCALE: 1" = 50'

S89° 03'16"W 1227.06'

40' RIGHT-OF-WAY
BOOK 683, PAGE 27

40'

ROOSEVELT - PIERCE PARKWAY

40'

S00° 16'39"E 2632.26'

1844.42'

36562
FRED W.
KLEIN III
ARIZONA, U.S.A.
Expires 9-30-2010

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

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

NOT A PART

PURPORTED 7' ELECTRIC ESM'T DOC. NO. 83-465950

DRAINAGE ESM'T DOC. NO. 2003-0454879

DRAINAGE ESM'T DOC. NO. 2002-1429603 DOC. NO. 2002-1429604

AVONDALE BOULEVARD

114TH AVENUE

CITY CENTER DRIVE

PARK AVENUE

TRACT A

TRACT B

TRACT F

UNSUBDIVIDED

WATERFORD SQUARE BOOK 657 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

SOUTHWEST CORNER SECTION 6 TOWNSHIP 1 NORTH, RANGE 1 EAST FOUND BRASS CAP IN HANDHOLE NO IDENTIFICATION G.D.A.C.S. #54020-1

BOOK 1027 PAGE 31
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
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SCALE: 1" = 50'

36562 FRED W. KLEIN III ARIZONA, U.S.A. Expires 6-30-2010

SHEET 5 OF 5

COE & VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

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EXHIBIT 2
TO
PARKING LICENSE AGREEMENT

[Legal Description and Map of Parcel 2]

See following pages.

Parcel 2

Legal Description

Lot 3 and Lot 5 of Avondale City Center Phase 1, according to Book 1027 of Maps, Page 31 of the official records of Maricopa County, Arizona.

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.

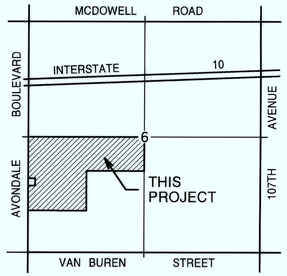
APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA
THIS 20TH DAY OF April, 2009.

Marie Lopez Rogers — 4-21-09
MARIE LOPEZ ROGERS, MAYOR — DATE

Carmen Martinez — 4-21-09
ATTEST, CITY CLERK — DATE

Susan J. McDermott — 4/21/09
CITY ENGINEER — DATE



VICINITY MAP
(NOT TO SCALE)

BOOK 1027 PAGE 31
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
2009 – 0352745
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FLORES

ACKNOWLEDGEMENT

STATE OF NH)
)SS
COUNTY OF Hillsborough)

ON THIS, THE 17th DAY OF April, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED EMMA JEANNETTE AMMON WHO ACKNOWLEDGED HERSELF TO BE GENERAL PARTNER OF LEVERTON INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, 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.

Karlene M. Savage — 01/16/2013
NOTARY — MY COMMISSION EXPIRES

KARLENE M. SAVAGE, NOTARY PUBLIC, STATE OF N.H., MY COMMISSION EXPIRES JANUARY 16, 2013, NEW HAMPSHIRE

ACKNOWLEDGEMENT

STATE OF Georgia)
)SS
COUNTY OF Newton)

ON THIS, THE 16 DAY OF April, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED JUDITH ANNE MONTGOMERY WHO ACKNOWLEDGED HERSELF TO BE GENERAL PARTNER OF LEVERTON INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, 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 — 5/17/09
MY COMMISSION EXPIRES

BRENDA J. FINCHER, NOTARY PUBLIC, NEWTON COUNTY, GEORGIA, MY COMMISSION EXPIRES MAY 17 2009

ACKNOWLEDGEMENT

STATE OF NH)
)SS
COUNTY OF Hillsborough)

ON THIS, THE 17th DAY OF April, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED EMMA JEANNETTE AMMON WHO ACKNOWLEDGED HERSELF TO BE GENERAL PARTNER OF LEVERTON PROPERTIES L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, 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.

Karlene M. Savage — 01/16/2013
NOTARY — MY COMMISSION EXPIRES

KARLENE M. SAVAGE, NOTARY PUBLIC, STATE OF N.H., MY COMMISSION EXPIRES JANUARY 16, 2013, NEW HAMPSHIRE

ACKNOWLEDGEMENT

STATE OF Georgia)
)SS
COUNTY OF Newton)

ON THIS, THE 16 DAY OF April, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED JUDITH ANNE MONTGOMERY WHO ACKNOWLEDGED HERSELF TO BE GENERAL PARTNER OF LEVERTON PROPERTIES L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, 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 — 5/17/09
MY COMMISSION EXPIRES

BRENDA J. FINCHER, NOTARY PUBLIC, NEWTON COUNTY, GEORGIA, MY COMMISSION EXPIRES MAY 17 2009

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE 20 DAY OF April, 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.

Marie L. James — Oct 18, 2012
NOTARY — MY COMMISSION EXPIRES

Marie L. James, Notary Public - Arizona, Maricopa County, My Commission Expires October 18, 2012

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE 20 DAY OF April, 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.

Marie L. James — Oct 18, 2012
NOTARY — MY COMMISSION EXPIRES

Marie L. James, Notary Public - Arizona, Maricopa County, My Commission Expires October 18, 2012

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE 20 DAY OF April, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED CLIFFORD T. MORTENSEN SR. AND SYLVIA K. MORTENSEN, WHO ACKNOWLEDGED THEMSELVES TO BE TRUSTEES OF THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, 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.

Marie L. James — Oct 18, 2012
NOTARY — MY COMMISSION EXPIRES

Marie L. James, Notary Public - Arizona, Maricopa County, My Commission Expires October 18, 2012

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE 20 DAY OF April, 2009, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED Sean O'Brien WHO ACKNOWLEDGED HIM/HERSELF TO BE President 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.

Marie L. James — Oct 18, 2012
NOTARY — MY COMMISSION EXPIRES

Marie L. James, Notary Public - Arizona, Maricopa County, My Commission Expires October 18, 2012

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE 21 DAY OF April, 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.

Marie L. James — Oct 18, 2012
NOTARY — MY COMMISSION EXPIRES

Marie L. James, Notary Public - Arizona, Maricopa County, My Commission Expires October 18, 2012

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 9-30-2010

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.

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 ITS MEMBER:
LEVERTON INVESTMENTS LIMITED PARTNERSHIP
AN ARIZONA LIMITED PARTNERSHIP.

Emma Jeannette Ammon — DATE: April 17, 2009
EMMA JEANNETTE AMMON
GENERAL PARTNER

BY: Judith Anne Montgomery — DATE: April 16, 2009
JUDITH ANNE MONTGOMERY
GENERAL PARTNER

BY: LEVERTON INVESTMENTS LIMITED PARTNERSHIP
AN ARIZONA LIMITED PARTNERSHIP.

Emma Jeannette Ammon — DATE: April 17, 2009
EMMA JEANNETTE AMMON
GENERAL PARTNER

BY: Judith Anne Montgomery — DATE: April 16, 2009
JUDITH ANNE MONTGOMERY
GENERAL PARTNER

BY: THE CLIFFORD T. SR. AND SYLVIA K. MORTENSEN LIVING TRUST DATED JANUARY 15, 2004.

BY: Clifford T. Mortensen — DATE: april 20-09
CLIFFORD T. MORTENSEN
TRUSTEE

BY: Sylvia A. Mortensen — DATE: 4-20-09
SYLVIA A. MORTENSEN
TRUSTEE

BY: THE AZEL JACK MORTENSEN & VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992.

BY: Virginia Louise Mortensen — DATE: 4-20-09
VIRGINIA LOUISE MORTENSEN
SUCCESSOR TRUSTEE

BY: THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993.

BY: Clifford T. Mortensen — DATE: april 20-09
CLIFFORD T. MORTENSEN
TRUSTEE

BY: Sylvia A. Mortensen — DATE: 4-20-09
SYLVIA K. MORTENSEN
TRUSTEE

BY: CARLOS O'BRIEN'S SCOTTSDALE, L.L.C.,
AN ARIZONA LIMITED LIABILITY COMPANY.

BY: [signature] — DATE: 4-20-09
ITS: PRESIDENT

BY: THE CITY OF AVONDALE
AN ARIZONA MUNICIPAL CORPORATION.

BY: Marie Lopez Rogers — DATE: 4-21-09
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

MikeR
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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

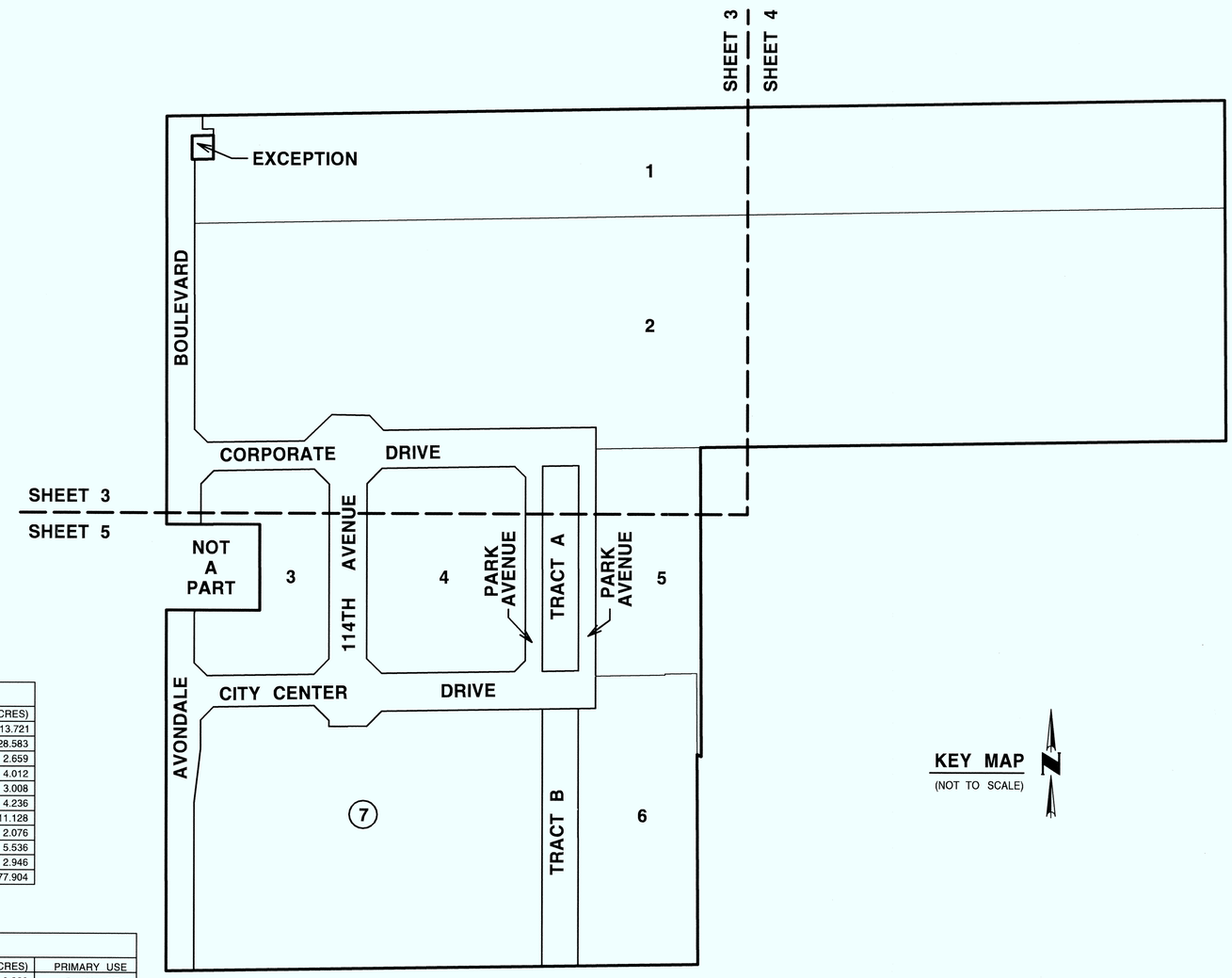
R.L.S. — INDICATES REGISTERED LAND SURVEYOR

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)

BOOK 1027 PAGE 31
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2009 – 0352745
04/21/2009 04:28 PM
PLORESC

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36562
FRED W.
KLEIN III
Date Signed
ARIZONA, U.S.A.
Expires 9-30-2010

SHEET 2 OF 5

COE & VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

MikeR
4/15/2009
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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'
109'
59'
59'
65'
65'
80'
80'
160.88'

32.00'
S88° 59'16"W
25.50'
15.00'
N88° 59'16"E
50.01'
EXCEPTION
55.01'
N00° 02'19"W
55.01'
S00° 02'19"E
50.01'
S88° 59'16"W
43.51'
6.50'

ACCESS ESM'T
DOC. NO. 2004-0092234

1

148.02'

10' IRRIGATION ESM'T
DOC. NO. 2005-0042035

N88° 59'16"E
2405.78'

AVONDALE BOULEVARD

N00° 02'19"W 945.89'
785.01'

DRAINAGE ESM'T
DOC. NO. 2004-0092234

477.05'

2

7' ELECTRIC ESM'T
DOCKET 12638, PAGE 1328

88.11'
N89° 03'04"W
44.05'
44.06'
N43° 33'14"W
47.39'
N45° 29'32"W
42.09'
88.32'
S46° 26'46"W
226.52'
114TH AVENUE
N03° 50'16"E
82.52'
495.80'
50.00'
3' ELECTRIC ESM'T
DOCKET 6825, PAGE 357
50'
50'
28'
28'
424.05'
424.05'
4.00'
4.00'
496.07'
496.07'
N89° 03'16"E 920.12'
CORPORATE DRIVE
CORPORATE DRIVE
38'
38'
38'
38'
38.01'
38.01'
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
TRACT C
235.04'
310.05'
42.01'
42.00'
94.15'
N44° 30'28"E
42.76'
S45° 29'32"E
49.10'
44'
44'
528.33'
528.33'
44'
44'
N44° 30'28"E
49.89'
S45° 29'32"E
35.07'
40'
40'
42'
42'
N89° 03'16"E
84.01'
477.32'
477.32'
42'
42'
40'
40'
407.33'
407.33'
427.32'
528.33'
S00° 16'39"E 528.30'
3
114TH AVENUE
4
PARK
TRACT A
AVENUE
5
LOT 48

MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 4

BOOK 1027 PAGE 31
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2009 – 0352745
04/21/2009 04:28 PM
FLOREC

SCALE: 1" = 50'
50' 25' 0 50'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36562
FRED W.
KLEIN III
Date Signed 4-15-09
ARIZONA U.S.A.
Expires 9-30-2010

SHEET 3 OF 5

COE & VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

MikeR
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AVONDALE CITY CENTER - FINAL PLAT - C.V.L. JOB# 07-0106504

AVONDALE GATEWAY
BOOK 854, PAGE 35

40' 40' 40'

ROOSEVELT STREET

40' RIGHT-OF-WAY
BOOK 854, PAGE 35

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

BOOK 1027 PAGE 31
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2009 – 0352745
04/21/2009 04:28 PM
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50' 25' 0 50'
SCALE: 1" = 50'

S89° 03'16"W 1227.06'

40' RIGHT-OF-WAY
BOOK 683, PAGE 27

40'

ROOSEVELT - PIERCE PARKWAY

40'

S00° 16'39"E 2632.26'

1844.42'

36562
FRED W.
KLEIN III
ARIZONA, U.S.A.
Expires 9-30-2010

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

SHEET 4 OF 5

COE & VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

MikeR
4/15/2009
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AVONDALE CITY CENTER - FINAL PLAT - C.V.L. JOB# 07-0106504

MATCH LINE SEE SHEET 3

NOT A PART

PURPORTED 7' ELECTRIC ESM'T DOC. NO. 83-465950

DRAINAGE ESM'T DOC. NO. 2003-0454879

DRAINAGE ESM'T DOC. NO. 2002-1429603 DOC. NO. 2002-1429604

AVONDALE BOULEVARD

114TH AVENUE

CITY CENTER DRIVE

PARK AVENUE

TRACT A

TRACT B

TRACT F

UNSUBDIVIDED

WATERFORD SQUARE BOOK 657 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

SOUTHWEST CORNER SECTION 6 TOWNSHIP 1 NORTH, RANGE 1 EAST FOUND BRASS CAP IN HANDHOLE NO IDENTIFICATION G.D.A.C.S. #54020-1

BOOK 1027 PAGE 31
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
2009 – 0352745
04/21/2009 04:28 PM
FLORES

SCALE: 1" = 50'

36562 FRED W. KLEIN III ARIZONA, U.S.A. Expires 6-30-2010

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:
Contractor Agreement - Consultant Engineering, Inc. to perform real property appraisal services

MEETING DATE:
September 21, 2009

TO: Mayor and Council

FROM: Gina Montes, Neighborhood and Family Services Director

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council approve an agreement with Consultant Engineering, Inc. in the amount of $120,000 to perform real property appraisal services.

BACKGROUND:

If approved, this contract would secure the services necessary to comply with federal, state and local regulations associated with the expenditure of funds from Community Development Block Grant (CDBG), HOME, and the Neighborhood Stabilization Program (NSP) and General funds. The Neighborhood and Family Services Department (NFSD) in conjunction with the City Finance Department conducted a Statement of Qualifications process in June and July. Overall Consultant Engineering, Inc demonstrated the ability to perform the contract based on qualifications, experience, approach, agency availability and references.

DISCUSSION:

The real property appraisal services secured through this contract will be utilized primarily in the conduct of the City of Avondale's NSP Acquisition/Demolition program. The real property appraisals will ensure Avondale's compliance with federal rules and serve to ensure fair purchase prices for real property.

BUDGETARY IMPACT:

CDBG, HOME and NSP funds have been budgeted for this purpose in the 2009/2010 budget.

RECOMMENDATION:

Staff recommends that City Council enter into a contractor agreement with Consultant Engineering, Inc in the amount of $120,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Contractor Agreement

CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CONSULTANT ENGINEERING, INC.

THIS CONTRACTOR AGREEMENT (this "Agreement") is made as of September 21, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and Consultant Engineering, Inc., an Arizona 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, Home Investment Partnership Program ("HOME") funds under Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, and Neighborhood Stabilization Program ("NSP") funds under Title III of the Housing and Economic Recovery Act of 2008, Public Law 110-289.

B. The City is required to comply with federal laws and regulations issued by the U.S. Department of Housing and Urban Development ("HUD") relating to the CDBG program, the HOME program and the NSP program (collectively, the "Programs").

C. The City issued a Request for Qualifications, NFS 10-005 "Compliance and Data Services" (the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications from qualified agencies or community firms, interested in performing NEPA environmental reviews, Phase I and Phase II environmental assessments, Labor Standards compliance, residential and commercial property appraisals and Buy American compliance and data management services.

D. The Contractor responded to the RFQ, attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with Contractor to provide residential and commercial property appraisal services (the "Services").

E. The City wishes to engage the Contractor to provide the Services to the City.

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 for a period of two years until June 30, 2012.

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 $120,000.00 for the Services as set forth in the Payment Schedule, included as part of the Scope of Work attached hereto as Exhibit C.

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 Section 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 $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 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 $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, 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 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 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 be 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 CFR, Part 570, CDBG, as revised, (e) the provisions of 24 CFR 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 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 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.

14.9 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.

14.10 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 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.

14.11 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 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.

14.14 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 Contractor: Consultant Engineering, Inc.
10625 North 25th Avenue, Suite 200
Phoenix, Arizona 85029
Facsimile: (602) 866-5085
Attn: Bob Helmandollar

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 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.

14.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among: the Agreement, the Scope of Work, the Payment Schedules, 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 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement.

15.2 Notice of Reporting Regulations and Requirements. Contractor acknowledges that the City shall report monthly on all program income as defined at 24 CFR 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 CFR

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 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 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 15.5 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 (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 15.5 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

15.5 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

15.6 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 Payment Schedule and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Contractor.

17. Personnel and Participant Conditions.

17.1 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.

17.2 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 17.1, Civil Rights and 17.2, Women and Minority Owned Business Enterprises, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its Contractors or subcontracts.

17.3 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 CFR 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 CFR 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 CFR 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.

17.4 Conduct.

a. Subcontracts. In addition to the requirements of subsection 14.8, 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 Subsection 17.4(b)(1) above.

(4) Notifying the employee in the statement required by Subsection 17.4(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 Subsection 17.4(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 Subsection 17.4(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 Subsections 17.4(b)(1), (2), (3) (4), (5) and (6).

18. 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.

19. Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

CONSULTANT ENGINEERING, INC., an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of CONSULTANT ENGINEERING, INC., an Arizona 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
CONSULTANT ENGINEERING, INC.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR COMPLIANCE AND DATA SERVICES

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

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	NFS 10-005
Solicitation Title:	COMPLIANCE AND DATA SERVICES
Release Date:	**June 30, 2009**
Final Date for Inquiries	**July 16, 2009**
MANDATORY Pre-Submittal Conference:	**July 08, 2009** **2:00 P.M.** (local time, Phoenix, Arizona) City of Avondale Civic Center Sonoran Conference Room 11465 West Civic Center Drive Avondale, Arizona 85323
SOQ Deadline:	July 30, 2009 3:00 P.M. (local time, Phoenix, Arizona)
Target City Council Award Date:	**September 30, 2009**
City Representatives:	**Andrew Rael arael@avondale.org 623-333-2715** **Loretta Browning lbrowning@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") is issuing this Request for Statements of Qualification ("RFQ") seeking a Vendor who will enter into a contract with the City to perform duties necessary to comply with federal laws and regulations issued by the U.S. Department of Housing and Urban Development ("HUD") pertaining to the use of Community Development Block Grant ("CDBG") funds, Home Investment Partnership Program (HOME) funds and Neighborhood Stabilization ("NSP") funds (the "Services").

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

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**, (NFS 10-005) Compliance and Data Services**, 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 for 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 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. 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 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 three (3) business days following the Pre-Submittal Conference, answers to all questions received in writing at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained a RFQ package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the final date for inquiries listed on the cover of this RFQ.

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

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

7. Confidential Information. Vendors are requested not to include confidential information in the SOQ submittal. If a Vendor believes that a SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

8. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the SOQ. Corporations, limited liability companies and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission or the Arizona Secretary of State, as the case may be.

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

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

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

9.3 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

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

9.5 Contractor Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Contractor Agreement including the Scope of Work and other exhibits.

10. Award of Agreement.

10.1 Evaluation. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule on the cover page of this RFQ. The Selection Committee will create a final ranking of the Vendors based upon its evaluation of (i) the SOQ, (ii) information provided by references and (iii) criteria outlined in this RFQ. The Selection Committee will enter into negotiations with the highest scoring Vendor from the final list. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is

included with this RFQ. If the City is unsuccessful in negotiating an Agreement with the highest-scoring firm, the City may then negotiate with the second, then third, highest-scoring firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

10.2 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all SOQs or portions thereof and (iii) reissue an RFQ.

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

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

II. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

Upon receipt of an SOQ, each submittal will be reviewed for compliance with the submittal requirements by the Selection Committee. SOQs shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award.

Section 1: General Information 5 pts

a. One page cover letter as described in Section I, 2.3. The letter shall also clearly state that the Vendor shall certify and agree not to discriminate against any employee or person who is employed or compensated in whole or in part using funds under the Contractor Agreement because of race, color, creed, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status, or AIDS or HIV status.

b. Provide a general description and information of the Vendor that is proposing to provide the required Services, including the number of years in business.

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 Vendor is a wholly owned subsidiary of another company, identify the parent company. Provide the name(s) of the person(s) authorized to make representations for or on behalf of the Vendor, his/her/their title(s), address(es), telephone/fax number(s) and e-mail address(es).

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

e. Provide the completed Vendor Information Form attached as a separate appendix. See Section III of this RFP.

Section 2: Experience; References 25 pts

a. Provide a description of CDBG, HOME and NSP programs, or other federal programs with which the Vendor has been involved within the last three (3) years. Provide a description of Real Estate Data services the Vendor has been involved with in the last three years. Provide descriptions of at least three (3) similar successful projects for organizations or municipalities of the same size as, or larger than, the City, conducted within the last three (3) years. As references for each project, provide, at a minimum, the following: (1) name of company or organization (2) contact name, contact address, telephone number and email address and (4) brief description of services provided. The above information must be current, as this will be used to verify references. The City's inability to verify the reference information provided in the SOQ shall result in the Vendor's disqualification.

b. Demonstrate fiscal responsibility by providing a recent (within 2 (two) years) annual audited financial statements.

Section 3: Qualifications and Experience of Team 25 pts

a. Demonstrate the Vendor has sufficient staff resources and expertise to provide service in the context of its current workload. Provide an organizational chart showing key personnel, including an identified Project Manager, to be involved in this project.

b. Identify each person who will render the Services to the City, including each person's name, title and relevant experience. Include senior members of the Vendor's firm/agency/collaboration only from the perspective their roles would be in providing the Services to the City. Attach a brief (two page maximum) resume for each person. Specify level of participation, if any, in the projects identified in the Experience; References section. Resumes may be attached as a separate appendix.

Section 4: Vendor Availability 20 pts

a. Submit a listing of all current ongoing projects with similar programs.

b. Indicate the total number of staff dedicated to existing programs and the prospective Services for the City's program.

Section 5: Project Understanding and Approach 25 pts

a. Vendor shall describe its proposed services as related to the Scope of Work in the Contractor Agreement.

b. Vendor shall provide a summary of its services and its understanding of issues involved in providing real estate data and compliance services.

Total Possible Points for SOQ Submittal: 100 pts

[The remainder of this page intentionally left blank.]

III. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the 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: _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESSES ENTERPRISES AND LABOR SURPLUS AREA FIRMS (check appropriate item):

_____ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Labor Surplus Area Firms (LSAF)

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.

IV. CONTRACTOR AGREEMENT BETWEEN THE CITY OF AVONDALE AND

_____

THIS CONTRACTOR AGREEMENT (this "Agreement") is made as of _____ _____, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and _____, a(n) _____ (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, Home Investment Partnership Program ("HOME") funds under Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, and Neighborhood Stabilization Program ("NSP") funds under Title III of the Housing and Economic Recovery Act of 2008, Public Law 110-289.

B. The City is required to comply with federal laws and regulations issued by the U.S. Department of Housing and Urban Development ("HUD") relating to the CDBG program, the HOME program and the NSP program (collectively, the "Programs").

C. The City desires to engage the Contractor to perform various functions necessary for the City to be in compliance with federal laws and regulations pertaining to the Programs.

D. The City issued a Request for Qualifications, NFS 10-005 "Compliance and Data Services" (the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications from qualified agencies or community firms, interested in performing NEPA environmental reviews, Phase I and Phase II environmental assessments, Labor Standards compliance, residential and commercial property appraisals and Buy American compliance and data management services.

E. The Contractor responded 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 NEPA environmental reviews, Phase I and Phase II environmental assessments, Labor Standards compliance, residential and commercial property appraisals and Buy American and data management services (the "Services").

F. The City wishes to engage the Contractor to provide the Services to the City.

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 for a period of two years until June 30, 2012.

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 $_____.00 for the Services as set forth in the Payment Schedule, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The City shall pay the Contractor pursuant to Section 17 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 agreement with its subcontractors containing the indemnification provisions set forth in this Section 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 $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 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 $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, 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 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 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 be 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 , and not the City, shall determine the time of its performance of the Services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work as set forth in Section 2 above. 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 CFR, Part 570, CDBG, as revised, (e) the provisions of 24 CFR 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 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 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.

14.9 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.

14.10 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 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.

14.11 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 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.

14.14 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 Contractor: _____
_____
_____
Facsimile:_____
Attn:_____

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 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.

14.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among: the Agreement, the Scope of Work, the Payment Schedules, 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 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement.

15.2 Notice of Reporting Regulations and Requirements. Contractor acknowledges that the City shall report monthly on all program income as defined at 24 CFR 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 CFR 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 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 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 15.5 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 (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 15.5 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

15.5 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

15.6 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 Payment Schedule and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Contractor (reimbursement).

17. Personnel and Participant Conditions.

17.1 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.

17.2 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 17.1, Civil Rights and 17.2, Women and Minority Owned Business Enterprises, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its Contractors or subcontracts.

17.3 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 CFR 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 CFR 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 CFR 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.

17.4 Conduct.

a. Subcontracts. In addition to the requirements of subsection 14.8, 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 17.4(b)(1) above.

(4) Notifying the employee in the statement required by paragraph 17.4(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 17.4(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 17.4(b)(1), (2), (3) (4), (5) and (6).

18. 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.

19. 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.

[The remainder of this page intentionally left blank.]

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

_____,
a(n) _____

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of _____ _____, a(n) _____, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[RFQ]

See following pages.

EXHIBIT B
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[Contractor's Response to the RFQ]

See following pages.

EXHIBIT C
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[Scope of Work]

See following pages.

SCOPE OF WORK

COMPLIANCE AND DATA SERVICES

1. Background. The City of Avondale (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, Home Investment Partnership Program ("HOME") funds under Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, and Neighborhood Stabilization Program ("NSP") funds under Title III of the Housing and Economic Recovery Act of 2008, Public Law 110-289. The City is required to comply with federal laws and regulations issued by the U.S. Department of Housing and Urban Development ("HUD") relating to the CDBG program, the HOME program and the NSP program (collectively, the "Programs").

The City desires to engage a contractor to perform various functions necessary for the City to be in compliance with the federal laws and regulations pertaining to the Programs.

2. Purpose. The City is seeking to enter into a contract with the selected Vendor for the performance of NEPA environmental reviews, Phase I and Phase II environmental assessments, Labor Standards compliance, residential and commercial property appraisals and Buy American compliance and data management services (the "Services").

3. Scope of Work.

The Vendor(s) will complete a variety of tasks necessary to provide data and ensure compliance by the City with federal laws and HUD regulations pertaining to the Programs. The selected Vendor(s) shall provide Services on an intermittent or on-call basis as determined by the City. The following tasks will be performed by the Vendor and are listed by category or activity. The number of projects is an estimate and not a guarantee of the amount of work to be performed if selected.

a. NEPA Environmental Reviews - Completion of environmental reviews in compliance with the National Environmental Policy Act of 1969, as amended and 24 CFR Part 58.

Environmental Reviews	
Type of Review	Approximate #
Level of Environmental Review Determination	20
Rehabilitation Related Appendix A's	20
Statutory Checklists	10
Environmental Assessments	5
Tiered Reviews	3

b. Asbestos Surveys – Completion of asbestos surveys on residential and commercial buildings following the general requirements of the Asbestos Hazard Emergency Response Act ("AHERA"). Inspectors will be certified in accordance with

40 CFR 763, AHERA inspection standards and shall follow 29 CFR 1926.1101 with regards to presumed asbestos-containing material ("PACM").

Asbestos Surveys	
Type of Service	Approximate Number
Asbestos Surveys	10

c. Lead Paint Testing - Completion by certified personnel of environmental testing in compliance with 24 CFR Part 35 and 40 CFR part 745, subparts L or Q. Certified means licensed or certified by the State with a lead-based paint certification program authorized by the Environmental Protection Agency ("EPA"), or by the EPA in accordance with 40 CFR part 745, subparts L or Q to perform such activities as risk assessment, lead-based paint inspection, or abatement supervision. Prepare a report listing any hazards identified and acceptable control measures, including interim control and abatement options. Provide rough cost estimates of specific alternatives by building component, including the costs of reevaluation (if applicable). The report should also indicate which control method the owner has chosen to implement (if known). After lead hazard control work has been completed, and clearance established, provide any statements of compliance or other documentation required by Federal, state, or local regulation.

Lead Paint Testing	
Type of Service	Approximate Number
Lead Paint Testing	10
Lead Paint Risk Assessment	10
Interim Controls Measures	10
Clearance Testing	20

d. Phase I Environmental Assessment Reports and Demolition Estimates- Conduct Phase I Environmental Property Assessment according to ASTM E1527-05 requirements to conform to EPA Requirements. Phase I Environmental Assessments include site inspections, risk assessments, database searches, property history and locations of known waste sites. If necessary conduct a Phase II Environmental Site Assessment according to ASTM E1903 involving a more detailed investigation of chemical analysis for hazardous substances and/or petroleum hydrocarbons. The reports should indicate all findings. The Report should also include a cost estimate for abatement and demolition.

Phase I Environmental Assessments	
Type of Service	Approximate Number
Phase I Assessments	10
Phase II Assessments	5

e. Federal Labor Standards Compliance - Provide services necessary to comply with the Davis Bacon Labor Standards Act pursuant to 29 CFR Parts 1,3,5,6,7.

Labor Standards Compliance	
Type of Service	Approximate Number of Contracts
Provide updated contract language	10
Research Prevailing Wage Rates	10
Review and Reconcile Certified Payroll	10
Conduct Worker Interviews in Spanish and English.	10
Summarize Interview Results	10

f. Residential Real Estate Appraisals – Provide real estate appraisals on residential and commercial properties in conformance with applicable federal regulations and review appraisals conducted by other appraisers for conformance with applicable federal regulations. In addition to industry standard appraisal requirements, the City will develop the scope of work and define the appraisal problem. Appraisals will be based on industry standard appraisal requirements, and the HUD Guide for Preparing An Appraisal Scope of Work.

Real Estate Appraisals	
Type of Appraisal	Approximate Number
Residential Appraisals	10
Commercial Appraisals	10
Appraisal Review	20

g. Buy American – Provide services to comply with Section 1605 of the American Recovery and Reinvestment Act of 2009 ("Recovery Act") requires that all iron, steel and manufactured goods used in construction, alteration, repair, or maintenance of a public building or public work project assisted with funds under the Recovery Act must be produced in the United States, with exceptions.

Buy American Compliance	
Type of Service	Approximate Number of Contracts
Outreach to American Providers	2

h. Real Estate Data Services – Provide real estate data and data analysis services related to the City residential market particularly with respect to properties in imminent foreclosure and foreclosed (bank-owned) properties. Service must be online and accessible from a web browser or desktop. Application and data must be provided on an ongoing basis for a period of at least two years. The data must be presented in an

organized and easy to use graphical users interface to enable City users to search and display the Real Estate Data. The Real Estate Data provided for each property must contain at a minimum: 1) owner name; 2) site address; 3) mailing address; 4) property use code & description; 5) parcel Number; 6) date Transferred; 7) price; 8) recording document number; 9) tax rate area code; 10) legal description; 11) building statistics such as building square footage, lot square footage, and year built; 12) sales history that includes owner name, date transferred, recording document number, price. Functionality of the system must include: 1) ability to search by owner name, address, parcel number, land use; 2) ability to export data; 3) ability to search by city-defined neighborhoods; 4) ability to group all properties within the City including those with non-City postal addresses (Assessor's Parcel Numbers will be provided).

The data must be updated in a timely manner, within one week of release of the data from the County's data sales. The City will not be providing the County Assessor database. It is the responsibility of the selected contractor to obtain the data on an ongoing basis.

The City has a modern IT infrastructure. All users of the Vendor's proposed solution will access it via the City's shared Internet connection over an Ethernet network with internal speeds ranging from 10 mb/s to 1 Gb/s. City employees use Intel/AMD Dell computers running windows XP professional SP2+, Microsoft Office 2003/2007, McCaffee Virus Scan. The computer hardware consists of processors with speeds ranging from CPU 2.4 GHz and a minimum of 512 MB of RAM. Each computer maintains 10+ GB of local hard drives space for additional applications. Any proposed solution must operate on this City standard hardware. In the proposed solution the City seeks licensing in five user blocks, without additional "a la carte" charges beyond an initial customization charge. The data services must be available to the City for at least two years.

See the narrative above for a description of the prospective work to be performed.

4. Vendor Staffing. The selected Vendor shall assign the following primary and secondary contact for contract transactions.

Primary Contact:

Secondary Contact:

5. City Staffing. The City will assign the following staff member as the primary contact for contract transactions.

Andrew Rael
CDBG Program Manager
1007 South Third Street
Avondale, Arizona 85323
(623) 333-2715
arael@avondale.org

EXHIBIT D
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[Payment Schedule]

See following page(s).

EXHIBIT B
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CONSULTANT ENGINEERING, INC.

[Contractor's Response to the RFQ]

See following pages.

Statement of Qualifications

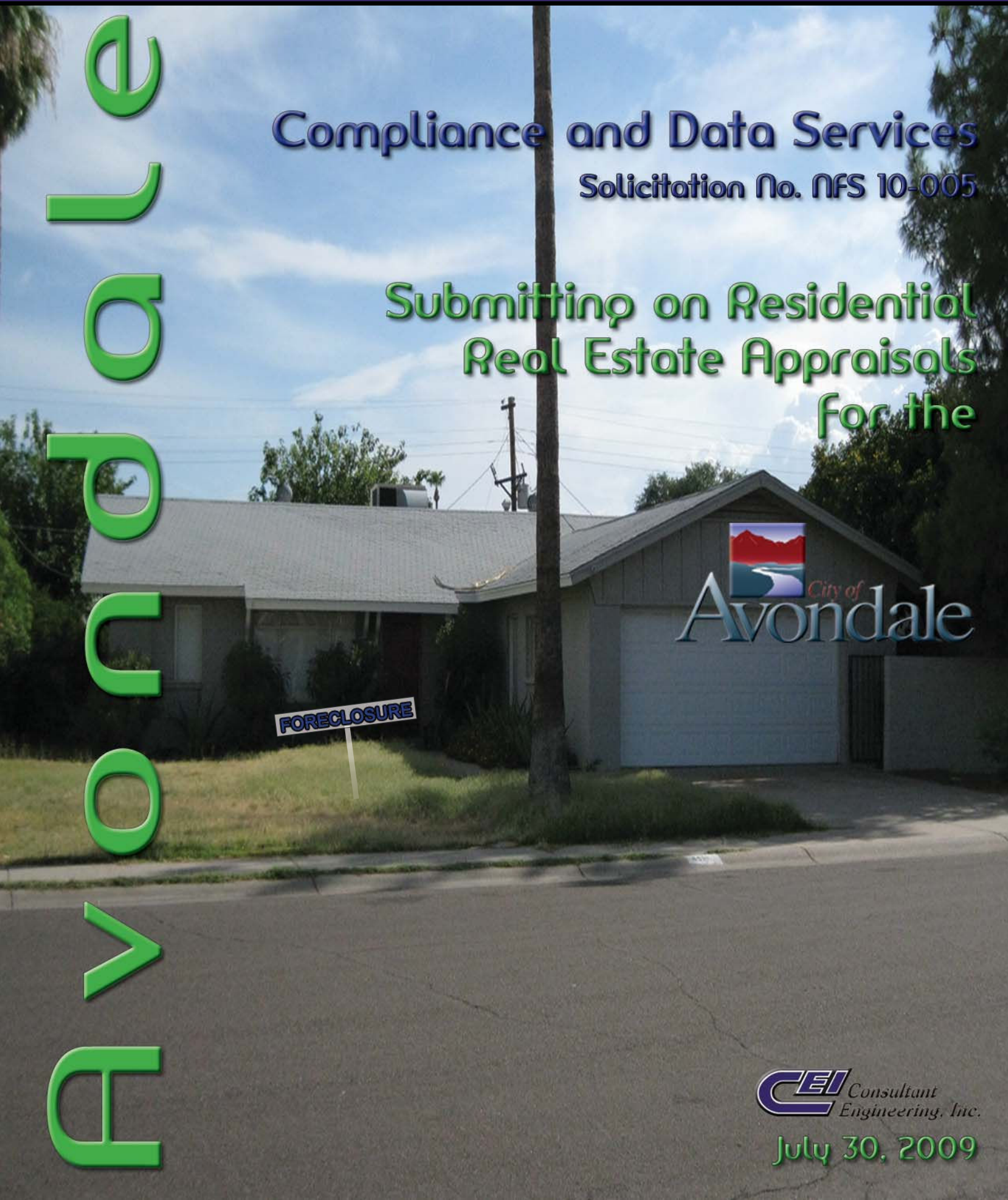
Avondale

Compliance and Data Services

Solicitation No. NFS 10-005

Submitting on Residential Real Estate Appraisals for the

City of Avondale



Consultant Engineering, Inc.

July 30, 2009

Consultant Engineering, Inc.

10625 N. 25th Avenue, Suite 200 • Phoenix, AZ 85029
602-866-5090 • 602-866-5085 Fax

Serving the Southwest's Transportation Construction Industry Since 1996

July 30, 2009

Mr. Andrew Rael, CDBG Program Manager
City of Avondale
Neighborhood and Family Services Department
11465 West Civic Center Drive, Suite 200
Avondale, AZ 85323

Re: Statement of Qualifications for Compliance and Data Services
Solicitation No. NFS 10-005

Dear Mr. Rael and Selection Panel:

Consultant Engineering, Inc. (CEI) wants to be your consultant of choice for providing residential real estate appraisals for the City of Avondale's (City) Compliance Data Services contract. For 13 years, CEI has been committed to providing high quality services to our clients and have provided real estate appraisal services in Maricopa County for more than 10 years. CEI is a certified Disadvantaged Business Enterprise (No. 1753) and Minority Business Enterprise (DBE/MBE) with the State and Maricopa County, and was awarded as Arizona Department of Transportation's (ADOT) 2009 DBE of the year.

In our submittal, we have presented the qualifications of our firm's and staff's experience. Overseeing the contract will be CEI's Principal, Executive Vice President, ***Steve Bruflat, PE***. Steve is an owner of CEI and will commit the necessary resources, ensuring the scope of work requirements for each task assignment are met and our services are professionally performed to the satisfaction of the City.

Bob Helmandollar, CEI's Right of Way Group Manager and an Arizona certified General Real Estate Appraiser and Sales Broker, will manage this contract and be your main point-of-contact. Bob has 42 years of experience in the real estate industry and is a former ADOT Chief Right of Way Agent of 27 years. He will be supported by ***Reggie Rector*** who has been involved in the appraisal and sale of real property in Arizona, as well as ROW acquisition and relocation.

CEI certifies and agrees not to discriminate against any employee or person who is employed or compensated in whole or in part using funds under the Contractor Agreement because of race, color, creed, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status, or AIDS or HIV status.

We look forward to hearing from you and continuing our relationship with the City of Avondale.

Sincerely,

CONSULTANT ENGINEERING, INC.

Steve L. Bruflat, PE
Executive Vice President / Principal-in-Charge

Section 1
General Information

Introduction

Consultant Engineering, Inc. (CEI), founded in 1996, is Arizona's largest locally-owned construction management and inspection firm. For 13 years we have provided quality transportation engineering, design, construction management/inspection, Right of Way (ROW), and survey services throughout Arizona. CEI is an Arizona licensed Real Estate Brokerage firm (#C05367560000) providing appraisal, acquisition and relocation services. As a certified Disadvantaged Business Enterprise (No. 1753) and Minority Business Enterprise (DBE/MBE) with the State, City of Tucson and Maricopa County, CEI was selected as the Arizona Department of Transportation's (ADOT's) DBE consultant of the year for 2008. We have over 90 engineers, inspectors, ROW agents, appraisers, technicians, surveyors, and administrative people on staff to serve the construction industry.

Legal Organization and Location

CEI is an Arizona Corporation formed in 1996, and has been operating under the current name since its inception. Our Principals/Owners include: former City Civil Engineer (Steve Bruflat, PE) and a former ADOT Construction Management Engineer (John Patterson, PE). CEI's company information and principal/local office location is shown in the table below.

Legal Name	Consultant Engineering, Inc.
Address	10625 N. 25th Avenue, Ste. 200 Phoenix, AZ 85029
Tax ID No.	86-0821774
Legal Form	Corporation
Contact Name	Bob Helmandollar
Title	Vice President, Lead Appraiser, and Project Manager
Address	10625 N. 25th Avenue, Ste. 200 Phoenix, AZ 85029
Telephone No.	602.288.5617 (Direct Line) 602.866.5090 (Office) 602.370.1430 (Cell)
Fax No.	602.866.5085
E-mail Address	bhelmandollar@cei-az.com
Years in Business	13 years

Vendor Information Form

CEI's completed Vendor Information Form is located in Appendix A.

Section 2
Experience and References

Similar Project Experience

CEI has a proven track record of success providing appraisal, acquisition and relocation services to our clients. Our experience and references for similar projects is shown below.

Mr. Helmandollar, has been the Lead Appraiser on numerous CEI's appraisal contracts. He was a key component to ADOT's ROW Group from 1969 through 1994. Mr. Helmandollar was integral during Arizona's highway infrastructure planning "boom" and appraised the property for various I-10 projects, as well as Loop 101. Most recently, Mr. Helmandollar provided the City of Avondale with appraisals for the Avondale Boulevard and Encanto Road Intersection Improvements project, as well as the City of Avondale's (City) Neighborhood Revitalization project. His experience with ADOT, combined with his recent City of Avondale experience will greatly benefit the City because he is knowledgeable of the City's standards, policies and procedures.

CEI's ROW agents have completed many projects throughout Arizona. Presented below is CEI's experience with Mr. Helmandollar as the Lead Appraiser:

ADOT, On-Call Statewide Appraisals

CEI was selected for a five-year on-call contract to provide appraisal services statewide. This contract is utilized by ADOT, local governments and state governments (e.g. Arizona State Land Department, Game and Fish, state parks, and Department of Administration). CEI appraised several excess properties for disposal purposes, as well as several future Motor Vehicle Department sites. We also provided on-call appraisal review services including: 25 parcels for widening I-17 from Loop 101 to Carefree Highway.

Project Team	Steve Bruflat - Principal Bob Helmandollar - Lead Appraiser Reggie Rector - Staff Appraiser
Client	ADOT
Contact	John Eckhardt
Address	205 S. 17th Avenue Phoenix, AZ 85007
Telephone No.	602.712.7900
E-mail Address	jeckhardt@azdot.gov

ADOT, SR 74, Lake Pleasant Road to US 60

CEI appraised approximately six parcels on SR 74 for passing lanes and drainage.

Project Team	Steve Bruflat - Principal Bob Helmandollar - Lead Appraiser Reggie Rector - Staff Appraiser
Client	ADOT
Contact	John Eckhardt
Address	205 S. 17th Avenue Phoenix, AZ 85007
Telephone No.	602.712.7900
E-mail Address	jeckhardt@azdot.gov

ADOT, US 60, Show Low Creek Bridge

CEI appraised approximately 12 commercial properties including 2 motels and other business properties for new bridge construction and channel improvements on Show Low Creek.

Project Team	Steve Bruflat - Principal Bob Helmandollar - Lead Appraiser Reggie Rector - Staff Appraiser
Client	ADOT
Contact	John Eckhardt
Address	205 S. 17th Avenue Phoenix, AZ 85007
Telephone No.	602.712.7900
E-mail Address	jeckhardt@azdot.gov

City of Chandler, Dobson Road/Warner Road and Cooper/Pecos Roads Street Improvements

CEI performed acquisition services for the City of Chandler to acquire partial and total acquisitions of 67 properties for this street widening and intersection improvement project and obtained sewer and waterline easements. CEI reviewed design and construction plans, prepared all of the necessary documents for acquisition and relocation benefits and negotiated directly with owners and tenants, ordered and reviewed title reports and appraisals; reviewed legal descriptions and worked with title companies to obtain clear title. Due to the commitment and the knowledge of our ROW, team the acquisitions and relocations necessary were acquired on time and within budget.

Project Team	Steve Bruflat - Principal Bob Helmandollar - Lead Appraiser Reggie Rector - Staff Appraiser
Client	City of Chandler
Contact	Erich Kuntze
Address	25 S. Arizona Place Chandler, AZ 85255
Telephone No.	480.782.3397
E-mail Address	erich.kuntze@chandleraz.gov

City of Peoria, 91st Avenue and Olive

CEI prepared approximately 13 appraisals for intersection improvements including 3 restaurants, 2 service stations, a shopping mall and a church.

Project Team	Steve Bruflat - Principal Bob Helmandollar - Lead Appraiser Reggie Rector - Staff Appraiser
Client	City of Peoria
Contact	Kris Luna
Address	9825 N. 85th Avenue Peoria, AZ 85345
Telephone No.	623.773.7210
E-mail Address	kris.luna@peoriaaz.gov

Mohave County, Grace Neal Parkway

CEI prepared eight appraisals for future roadway and drainage channel work for the future Grace Neal Parkway in Kingman. We have an on-call contract with Mohave County and have appraised several other projects under this contract.

Project Team	Steve Bruflat - Principal Bob Helmandollar - Lead Appraiser Reggie Rector - Staff Appraiser
Client	Mohave County
Contact	Jason Foose
Address	P.O. Box 7000 Kingman, AZ 86402
Telephone No.	623.773.7210
E-mail Address	jason.foose@co.mohave.az.us

Additional Project Experience

Our Appraisal team has provided valuation services for clients who include several government agencies throughout Arizona, as well as the private sector. When providing real property appraisal and appraisal review services we understand that acquisition of private property for public improvements is often met with apprehension.

We work to gain the trust of the property owner through an honest and accurate interpretation of market data to arrive at a defined market value conclusion.

The following is a cross-section of recent appraisal assignments:

- *Property Acquisition Appraisal Services for the ADOT Improvement Project* – I-40 and US 191 involving nine parcels, located in Sanders, AZ.
- *On SR 87, Goldfield Ranch* – appraisal services for eight parcels on an ADOT Highway improvement project.
- *City of Yuma, Arizona Avenue Street Improvement and Widening* – involved 5 parcels.
- *Phoenix-Mesa Gateway Airport* – Appraisal services of four parcels
- *City of Glendale Street Improvement Project* – Appraisal services of five commercial properties adjacent to Grand Avenue (US 60).
- *Arizona Motor Vehical Department (MVD)* – Appraisal services of three parcels for future Arizona MVD sites in Maricopa County.
- *City of Sedona* – Appraisal of 40 parcels for sewer easements in Sedona

Financial Statements

CEI's financial statements are in Appendix C at the end of this submittal.

Section 3
Team Qualifications and Experience

The CEI Team specializes in ROW (appraisals, acquisitions, and relocations), surveying, engineering, permitting, and construction administration and inspection services. With a full-service Team and a support staff of 90 professional and technical staff, CEI does not need to staff up for this project.

CEI is an Arizona licensed Real Estate Brokerage firm (No. C05367560000) with licensed brokers and certified appraisers. Our goal is to create an atmosphere of trust and fair treatment in the application of relevant laws for the mutual benefit of both client/agency and the property owner.

Our ROW and Appraisal Team consists of thoroughly trained, licensed, and experienced individuals. Each member of our team is committed to the success of every project. Below is a brief synopsis of our agents proposed for this project. See Appendix B for detailed resumes.

Steve Bruflat, PE – Principal-in-Charge

Mr. Bruflat has over 35 years of experience in Public Works engineering design and the construction of large-scale projects, and is a co-owner and Executive Vice President of CEI. As Principal-in-Charge for this contract, he will commit the necessary resources to this contract and support Mr. Helmandollar (CEI's Project Manager) to ensure successful performance of this contract.

Bob Helmandollar – Project Manager

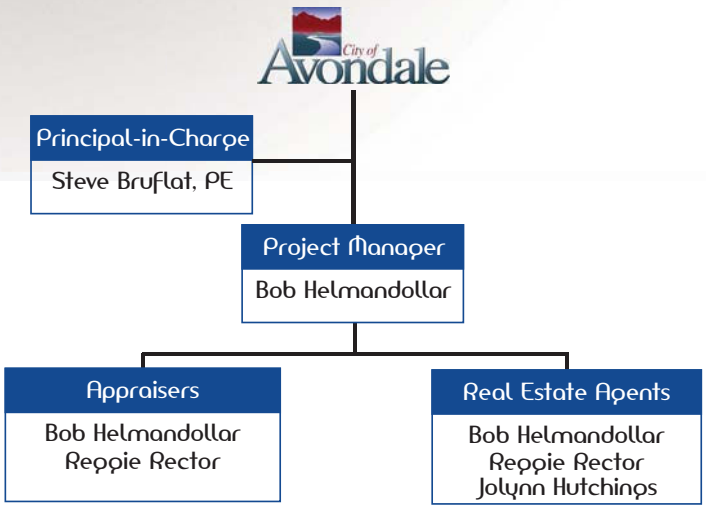
Arizona Certified General Real Estate Appraiser (No. 30403)
Arizona Real Estate Broker (No. BR504025000)

Mr. Helmandollar is CEI's ROW Department Manager and Chief Appraiser. He is **certified in the State of Arizona as a General Real Estate Appraiser** and a **licensed Real Estate Broker** and has been appraising **both commercial and residential** properties for 25 years. His previous experience includes working for ADOT as the Chief ROW Agent and as a real estate consultant. Since joining CEI, he has performed numerous appraisals for clients including the Cities of Avondale, Yuma, Glendale and Sedona, the Phoenix-Mesa Gateway Airport and the Salt River Project (SRP). Mr. Helmandollar was the Chief appraiser on the following recently completed **City of Avondale** projects:

- *Appraisal of Avondale Boulevard and Encanto Boulevard Intersection Improvements*
- *Appraisal of 313 E. Hill Drive, Avondale (NFS project)*

As an ADOT Chief ROW Agent, Mr. Helmandollar oversaw a staff of 148 budget positions, an operations budget in excess of $5 million and ROW purchases of over 800 parcels per year at a cost of up to $150 million within a fiscal year. He directed appraisals, relocations, acquisitions and property management and condemnation sections. His experience includes appraising all types of properties for acquisition including full and partial takings, reviewing contract appraisals for consistency and conformance with accepted standards and giving final approval of valuations for acquisition.

Mr. Helmandollar also performed over 100 appraisals on several sections of I-40 in the Kingman area for ADOT. Some of these



sections included the McConnico to Clack Canyon and Clack Canyon to Andy Devine sections in Kingman.

Mr. Helmandollar is a past president and past director of the Arizona Chapter of the American Society of Appraisers. He is a member of the International Right of Way Association (IRWA) and has conducted over 20 appraisal courses as an instructor for the IRWA.

Education

- BS Business Administration, Arizona State University
- Highway Transportation Management Institute, University of Mississippi
- American Institute of Real Estate Appraisers: Appraisal Courses and Review, Arizona State University

Reggie Rector SR/WA - Staff Appraiser

Arizona Certified Residential Real Estate Appraiser (No. 20124)
Arizona Real Estate Broker (No. BR030250000)

Mr. Rector is a licensed Arizona Real Estate Broker, an Arizona Certified Residential Real Estate Appraiser, and has received the Senior Right of Way designation from IRWA (No. 5740)

Over the past 26 years, Mr. Rector has been involved in the appraisal and sale of real property in Arizona, as well as ROW acquisition and relocation. This experience has been gained as an employee of a consulting firm, a lending institution, an independent appraisal firm and a real estate sales office. In all positions, he was involved in both field and office assignments. Mr. Rector has more than 13 years of experience as an independent fee residential appraiser and additionally served for over two and one-half years as chief appraiser in the Phoenix office of a national lending institution.

Mr. Rector has performed numerous property appraisals in Arizona each year since 1983. While with CEI, he has performed appraisals for residential and residential income properties, as well as commercial and industrial properties. Mr. Rector also has experience performing appraisals for vacant land-acreage, vacant land residential lots, improved commercial property and mobile homes. He has completed appraisals using the Fannie Mae Form and Narrative Appraisal Summary Reports.

Mr. Rector's appraisal experience over the last two years has included acquiring over $3.8 million in commercial properties for ROW projects. He relocated more than 20 operating businesses having over $600,000 in relocation benefits. These specialty business relocations included several from the automotive industry, a propane gas company, an electronic surveillance company, an ice cream distributor/warehouse and an industrial electric motor manufacturer.

Education

- Real Estate Principles – Rio Salado Community College
- Appraisal Principles – University of San Diego
- Appraisal Procedures – Arizona State University
- Uniform Standards of Professional Practice – Arizona School of Real Estate
- Engineering Plan Development and Application – International Right of Way Association
- USPAP Update – Arizona School of Real Estate
- Commercial Real Estate Program – Arizona School of Real Estate
- Arizona Appraisal Law / Appraising Income Properties / Appraisal Review Process

Section 4
Vendor Availability

Currently, CEI is not working on any similar program projects and is available to begin working immediately upon Notice to Proceed.

CEI currently does not have any staff dedicated to existing CDBG, HOME and NSP programs for the City's program.

CEI dedicates four staff members, including an Arizona Certified General Real Estate Appraiser and an Arizona Certified Residential Real Estate Appraiser, to the prospective Services for the City's Compliance and Data Services program. We believe that sufficient staff is available to handle the residential and commercial appraisal requirements of the Ctiy.

Section 5
Project Understanding & Approach

Section 5:
Understanding and Approach

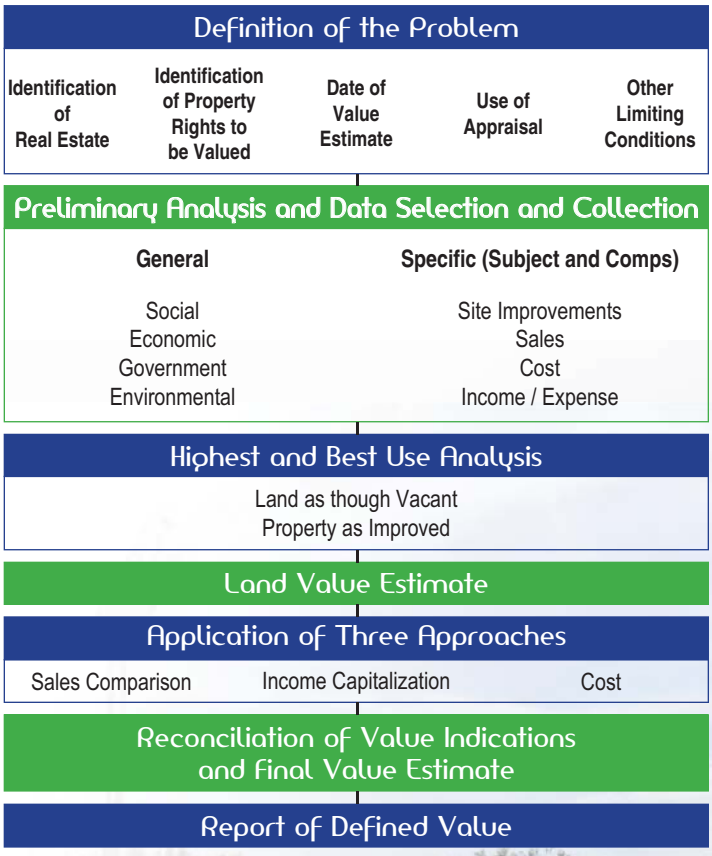
Appraisal Services

Approach to Appraisals

The CEI Team will approach the appraisals for this contract in a manner that is discussed below and illustrated in the flow chart below. The approach to appraisals is somewhat systematic; however, the experience of Mr. Helmandollar and Mr. Rector (and support staff) will make this process run smoothly, and the City can be rest-assured that the appraisals of the properties will be handled with the utmost professionalism.

We understand the many activities required for a successful real estate appraisal. This process must be documented well and adhered to, thus, ensuring thorough and accurate completion of assignments. The activities integral to property appraisals are very important with respect to the larger picture with Arizona State agencies. Each property will be approached on a case-by-case

The Valuation Process



basis so the property owners will have a fair valuation of their property.

Define the Appraisal Property. The initial step in appraising property is the identification of the real estate to be valued and the property rights of the owner. Surrounding property values will be taken into consideration in the final appraisal estimate and other limiting conditions.

Preliminary Analysis and Data Collection. Each property will go through a preliminary data collection phase that includes general and specific data. This will require research time but will be conducted in a time-efficient manner.

In order to eliminate project influence, comparable sales data will be collected from similar neighborhoods and not specifically the immediate area of the subject properties.

Highest and Best Use Analysis. In the valuation process, two main items are taken into the consideration when determining the highest and best use estimate. The property is valued as though it is vacant or as it has been improved.

Land Value Estimate. Valuating the land estimate has a more detailed approach. Various procedures take place, such as a sales comparison approach; allocation procedures, development procedures, land residual procedures, extraction procedure and capitalization of ground rent.

Application of Approaches. There are three main approaches an appraiser takes when valuating the cost of properties — Sales Comparison, Income Capitalization and Cost.

The **Sales Comparison Approach** is a value indication for a property that is derived through comparison with sale prices of similar properties. Items taken into consideration include: financing terms, conditions of sale, market conditions (time), location, physical characteristics and income characteristics.

The **Income Capitalization Approach** analyzes the present value of the future benefits of property ownership, considering items such as income, resale and reversion, and before-and-after-tax viewpoints. (Usually not applicable to single family residences.)

The third is **Cost Approach**, which reflects marketing thinking by recognizing that market participants relate value to cost. Two items are researched – land value and improvement value (cost new less depreciation). The latter includes current reproduction costs and current replacement costs. This approach is considered less reliable than the Sales Comparison Approach and is generally applicable when sales data is lacking.

Reconciliations of Value Indications. This is the final analytical step in the valuation process. The appraiser reconciles the indications of value derived in the separate approaches into a single dollar figure or a range in which the value will most likely fall.

Report of Decided Value. The process is complete when the appraiser provides the conclusion of the property value in a report.

Eminent Domain Property Acquisitions / Expert Witness Testimony

The CEI Team is very familiar with Eminent Domain Property Acquisitions. As an ADOT employee, and working as a consultant for the Kentucky DOT, the City of St. Louis, the Northwest Arkansas Airport Authority and SeaTac Port Authority, Mr. Helmandollar is very familiar performing appraisal services for public agencies. The CEI Team has worked closely with the Agencies' Condemning Authorities and their attorneys for many of the properties we have appraised. Mr. Helmandollar helped them prepare for court cases and presentations. The CEI Team also has a great deal of experience in giving deposition and testimony.

The Uniform Standards for Professional Appraisal Practices (USPAP)

The CEI Team is familiar with the Uniform Standards for Professional Appraisal Practices (USPAP). Upon our annual renewal of their Arizona Appraisal Certifications, they attend "refresher" courses as required by the Appraisal Foundation and the Appraisal Standards Board (ASB).

Real Property Appraisal Services

Understanding the Requirements

CEI has read through and understands the Vendor's Responsibilities in the Request for Statement of Qualifications Scope of Work. We will meet with the City's representative for specific assignment responsibilities once selected for a work order.

In summary, the CEI Team understands our responsibilities for Category 1 (Real Property Appraisal Services) to include, but not be limited to the following as it relates to a specified parcel of property.

- Initiate contact with property owners to schedule property inspection in accordance with the City's Policies and Procedures.
- CEI will perform assignments in accordance with the current Federal laws, Arizona statutes and Arizona Board of Appraisal rules related to USPAP.
- Follow accepted principles and techniques in the valuation of real and personal property in accordance with existing laws.
- The CEI Team will physically inspect each subject property appraised and all comparable properties utilized in completing the appraisal assignment. Other staff members of CEI may provide significant assistance in the areas of research, inspections, preparation of exhibits and acting as the appraiser's assistant. Credit for the assistant's contributions must be given in the report. However, the analysis and value conclusions must be those of the Appraiser. As such, only Mr. Helmandollar, the Appraiser, may sign the appraisal report and the Certificate of Appraisal.
- The City shall establish the report format and shall have final approval for the report content and submission deadline for progress and/or final reports. Unless otherwise specified, CEI will prepare each appraisal report in a narrative Self-Contained Appraisal Report format.
- Electronic files, as well as final reports, will be submitted if requested by the City.
- Changes to the report format, content, and/or frequency shall require approval by the City's Representative.
- Reports will be complete, including a copy of the plat or plan sheet, ownership record sheet identifying the parcel appraised and all other required documentation and supporting data.
- CEI will perform an in-house quality review of the appraisal (including all mathematical computations, grammar and valuation methodology) prior to submitting the report to the City.
- CEI will deliver the report to the City on the date and time mutually agreed upon.
- CEI will correct any errors and/or furnish any omitted required documentation as determined by the City or its authorized representative at no additional cost to the City within five (5) business days of notification.
- CEI may provide expert witness services, including appraisal update, pre-trial and trial conferences, depositions and court testimony, in connection with the acquisition of the property. Upon expiration of the contract, there shall be no new work assignment. However, the contract shall remain in effect and continue to be extended for the services authorized by this clause until all parcels are acquired.
- CEI will ensure that Mr. Helmandollar maintains current certification status as an Arizona Certified General Real Estate Appraiser throughout the term of the contract.
- CEI will perform work in a responsible and professional manner in accordance with the requirements incorporated in the appraisal assignment.
- CEI will contact the City's Representative immediately if the appraisal needs to be revised and/or updated due to factors beyond CEI's control.

Real Estate Appraisal Review

Mr. Helmandollar has extensive appraisal review experience. He began as a staff appraiser at ADOT and was soon promoted to Review Appraiser where he served seven years reviewing staff and fee appraisals for right of way acquisitions on highway projects throughout Arizona, including I-10 through Phoenix, SR 51, and Loops 101 and 202 that involved partial and total evaluations of a wide variety of residential and commercial properties. He later served as Chief Appraiser, Deputy Chief Right of Way Agent and Chief Right of Way Agent responsible for final review and concurrence of appraisals. As a consultant, he continues to review appraisals for ADOT and other agencies.

As a review appraiser, Mr. Helmandollar brings years of extensive experience to the task of ensuring the City receives complete, well documented and quality appraisals.

Real Estate Appraisal/Expert Witness

Understanding the Requirements

In summary, the CEI Team understands our responsibilities for Category 3 (Appraisal Services, Real Estate Expert Witness Services) to include, but not be limited to the following as it relates to a specified parcel of property.

- The CEI Team will conduct a technical review of the appraisals in accordance with USPAP Standards for the purpose of developing an opinion as to whether the analyses, opinions and conclusions in the work under review are appropriate and reasonable, and developing the reasons for any disagreement.

SEVEN LEVELS OF ANALYSIS

(11th Addition for The Appraisal of Real Estate)

Level 1	The report is merely scanned.
Level 2	The mathematical calculations are checked and the date is examined for its reasonableness.
Level 3	Selected pertinent sections of the report are read.
Level 4	The appraisal is checked to ascertain that the methodology is appropriate.
Level 5	The entire report is read thoroughly.
Level 6	Limited confirmation of market data is attempted.
Level 7	Full confirmation of market data is attempted.

- The CEI Team will provide expert witness services, including appraisal update, pre-trial and trial conferences, depositions, and court testimony, in connection with the City's acquisition of the property. Upon expiration of the contract, there shall be no new work assignment. However, the contract shall remain in effect and continue to be extended for the services authorized by this clause until all parcels are acquired.
- The CEI Team will ensure that Mr. Helmandollar maintains his current certification status as an Arizona Certified General Real Estate Appraiser throughout the term of the contract.
- The CEI Team will perform assignments in accordance with the current Federal laws, Arizona statutes and Arizona Board of Appraisal rules related to USPAP.
- Electronic files, as well as final reports, will be submitted if requested by the City.
- Changes to the report format, content, and/or frequency shall require approval by the City's Representative.
- The City shall establish the level of review and shall have final approval for the report content and submission deadline for progress and/or final reports.
- As part of a review assignment, CEI will develop a report and a separate opinion of value if requested by the City.
- The CEI Team will inspect the subject property appraised and all comparable properties utilized in completing the appraisal assignment.
- If the CEI Team is required to make corrections, they will review the revised appraisal and deliver the appraisal review report to the City on the time and date specified.
- The CEI Team will provide written justification to the City if additional time is necessary to complete the appraisal review. Additional time will be considered only if appraisal corrections caused a delay in the review process.
- The CEI Team will perform a quality review of the report (including all mathematical computations, grammar, and valuation methodology) prior to submitting the report to the City.
- The CEI Team will deliver the report to the City on the date and time mutually agreed upon.
- The CEI Team will correct any errors and/or furnish any omitted required documentation as determined by the City or its authorized representative at no additional cost to the City within five (5) business days of notification.
- The CEI Team will make revisions as requested by the City resulting from changes in construction. Revisions may also include the addition or deletion of parcels.
- The CEI Team will complete the work in a responsible and professional manner in accordance with the requirements incorporated in the appraisal review assignment. Determination of acceptability of work will be made by the City. Should the CEI Team fail to successfully perform any of the required tasks, provide an insufficient level of information, commit errors of any nature, and/or omit necessary documentation, CEI agrees to correct deficiencies and errors, as well as furnish the required documentation at no additional costs to the City.

Real Estate Data and Compliance Services

CEI does not provide real estate data and compliance services.

Appendix A - Vendor Information Form

III. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Contractor Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Consultant Engineering, Inc.
VENDOR SUBMITTING SOQ

86-0821774
FEDERAL TAX ID NUMBER

Steve Bruflat, PE, Principal/Executive Vice President
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

10625 N. 25th Avenue, Suite 200
ADDRESS

602.866.5090 / 602.866.5085
TELEPHONE / FAX #

Phoenix, AZ 85029
CITY STATE ZIP DATE

www.cei-az.com
WEB SITE:

sbruflat@cei-az.com
EMAIL ADDRESS:

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESSES ENTERPRISES AND LABOR SURPLUS AREA FIRMS (check appropriate item):

_____ Small Business Enterprise (SBE)
__X__ Minority Business Enterprise (MBE)
__X__ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Labor Surplus Area Firms (LSAF)

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.

Appendix B - Resumes

Steve Bruflat, PE
Principal-in-Charge

Summary

Mr. Bruflat, PE, has over 35 years of experience in Public Works engineering design and the construction of large-scale projects. His extensive background in street and highway engineering design and construction and construction administration of civil engineering projects includes 20 years as a Transportation Engineer with private consulting firms (designing and managing projects for the City of Phoenix, the Maricopa County Highway Department, the Arizona Department of Transportation and private clients). Steve has nine years of experience working as a Project Engineer on more than 300 water and wastewater projects for the City of Phoenix Water Services Department. Pipe sizes ranged from 6-inch in diameter to 90-inch in diameter with project lengths up to 22 miles.

Education

Civil Engineering degree studies program, University of Hawaii and Arizona State University, 135 credit hours earned toward BS degree.
Numerous Project Management and supervisory courses presented by City of Phoenix and ADOT

Registrations

Registered Professional Engineer, Arizona No. 16228, 1984

Project Experience

ADOT, On-Call Statewide Appraisals

Mr. Bruflat serves as Principal for this five-year on-call contract to provide appraisal services statewide. This contract is utilized by ADOT, local governments and state governments (e.g. Arizona State Land Department, Game and Fish, state parks and Department of Administration). CEI appraised several excess properties for disposal purposes as well as several future Motor Vehicle Department sites. Appraisal reviewing services included 25 parcels for widening I-17 from Loop 101 to Carefree Highway.

ADOT, SR 74, Lake Pleasant Road to US 60

Mr. Bruflat served as Principal for approximately six parcels on SR 74 for passing lanes and drainage.

ADOT, US 60, Show Low Creek Bridge

Mr. Bruflat served as Principal for approximately 12 commercial properties including 2 motels and other business properties for new bridge construction and channel improvements on Show Low Creek.

City of Chandler, Dobson Road/Warner Road Street Improvements

Mr. Bruflat served as Principal for the appraisal and acquisition of 20 parcels adjacent to the intersection. This project included new right of way, aerial easements, utility easements and temporary construction easements to be acquired. CEI is a subconsultant under the general contractor and will be coordinating title work, appraisals and acquisition activities.

City of Chandler, Cooper Road/Pecos Road Street Improvements

Mr. Bruflat served as Principal for the acquisition of 48 parcels impacted by new right of way, aerial easements and drainage easements to be acquired. Cooper and Pecos Roads will be widened from two lanes to six lanes with median, sidewalks and curb and gutters. There is potential for two residential relocations.

City of Peoria, 91st Avenue and Olive

Mr. Bruflat served as Principal for approximately 13 intersection improvements including 3 restaurants, 2 service stations, a shopping mall and a church.

Mohave County, Grace Neal Parkway

Mr. Bruflat served as Principal for eight appraisals for the future roadway and drainage channel work for the future Grace Neal Parkway in Kingman. CEI has an on-call contract with Mohave County and have appraised several other projects under this contract.

City of Glendale, On-Call Appraisal Services

Mr. Bruflat served as Principal for on-call appraisal services for a period of one year with an option to extend an additional four years. Some of the appraisals CEI prepared include:

- Two parcels for a new building for City use
- Appraisals for a new building on Glendale and Palmaire Avenues

City of Yuma, On-Call Appraisal Services

Mr. Bruflat served as Principal for on-call appraisal services for a period of one year with an option to extend for an additional four years. To date, CEI prepared the following appraisals:

- Avenue 3E Widening – Appraisal Reviews for 30 parcels
- Avenue 3 1/2 E – New Roadway, approximately 25-30 appraisals

Robert Helmandollar
Project Manager – Appraiser

Summary

Mr. Helmandollar has 39 years of experience and has worked at the Arizona Department of Transportation (ADOT) for 25 years in the areas of acquisition, relocation, appraisals and appraisal review, administration and project management. A certified General Real Estate Appraiser and member of the International Right of Way Association (IWRA), he instructed over 20 appraisal courses. Mr. Helmandollar has attended numerous Institute and SRA courses and possesses a Bachelor of Science degree in Business Administration from Arizona State University where he majored in real estate and finance.

Education

BS, Business Administration, Arizona State University
Highway, Transportation Management Institute, University of Mississippi
American Institute of Real Estate Appraisers: Appraisal Courses and Review, Arizona State University

Certifications

Instructor, IRWA
Certified General Real Estate Appraiser, Arizona No. 30403
Real Estate Broker, Arizona No. BR504025000

Project Experience

ADOT, On-Call Statewide Appraisals

Mr. Helmandollar serves as Lead Appraiser for this five-year on-call contract to provide appraisal services statewide. This contract is utilized by ADOT, local governments and state governments (e.g. Arizona State Land Department, Game and Fish, state parks and Department of Administration). CEI appraised several excess properties for disposal purposes, as well as several future Motor Vehicle Department sites. Appraisal reviewing services included 25 parcels for widening I-17 from Loop 101 to Carefree Highway.

ADOT, SR 74, Lake Pleasant Road to US 60

Mr. Helmandollar serves as Lead Appraiser for approximately six parcels on SR 74 for passing lanes and drainage.

ADOT, US 60, Show Low Creek Bridge

Mr. Helmandollar served as Lead Appraiser for approximately 12 commercial properties including 2 motels and other business properties for new bridge construction and channel improvements on Show Low Creek.

City of Chandler, Dobson Road/Warner Road Street Improvements

Mr. Helmandollar served as Project Manager for the appraisal and acquisition of 20 parcels adjacent to the intersection. This project includes new right of way, aerial easements, utility easements and temporary construction easements to be acquired. CEI is a subconsultant under the general contractor and will be coordinating title work, appraisals and acquisition activities.

City of Chandler, Cooper Road/Pecos Road Street Improvements

Mr. Helmandollar served as Project Manager for the acquisition of 48 parcels impacted by new right of way, aerial easements and drainage easements to be acquired. Cooper and Pecos Roads were widened from two lanes to six lanes with median, sidewalks and curb and gutters. There is potential for two residential relocations.

City of Peoria, 91st Avenue and Olive

Mr. Helmandollar served as Project Manager for approximately 13 intersection improvements including 3 restaurants, 2 service stations, a shopping mall and a church.

Mohave County, Grace Neal Parkway

Mr. Helmandollar served as Project Manager for eight appraisals for the future roadway and drainage channel work for the future Grace Neal Parkway in Kingman. CEI has an on-call contract with Mohave County and have appraised several other projects under this contract.

City of Glendale, On-Call Appraisal Services

Mr. Helmandollar served as Project Manager for on-call appraisal services for a period of one year with an option to extend an additional four years. Some of the appraisals Mr. Helmandollar prepared include:

- Two parcels for a new building for City use
- Appraisals for a new building on Glendale and Palmaire Avenues

City of Yuma, On-Call Appraisal Services

Mr. Helmandollar served as Project Manager for on-call appraisal services for a period of one year with an option to extend for an additional four years. To date, Mr. Helmandollar prepared the following appraisals:

- Avenue 3E Widening – Appraisal Reviews for 30 parcels
- Avenue 3 1/2 E – New Roadway, approximately 25-30 appraisals

Reginald (Reggie) Rector
Staff Appraiser

Summary

Mr. Rector has 26 years of experience in right of way acquisition and relocation as well as the appraisal and sale of real property in Arizona. He gained this experience while employed by a consulting firm, a lending institution, an independent appraisal firm and a real estate sales office. Mr. Rector was involved in field and office assignments independently, as well as with other staff members while serving the above companies. He possesses more than five years experience in right of way work and the application of the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Mr. Rector maintains an active Arizona Real Estate Broker License since February 2003.

Education

Major Real Estate Courses

- 1986 – Real Estate Principles – Rio Salado Community College, Phoenix, Arizona
- 1987 – Appraisal Principles – University of San Diego, San Diego, California
- 1988 – Residential Valuation – Arizona State University, Tempe, Arizona
- 1993 – Appraisal Procedures – Arizona State University, Tempe, Arizona
- 1994 – Uniform Standards of Professional Practice – Arizona State University, Tempe, Arizona
- 2002 – Engineering Plan Development and Application – IRWA, Tempe, Arizona
- 2003 – Real Estate Broker Finance & Law – Arizona School of Real Estate, Scottsdale, Arizona
- 2003 – Business Relocation – IRWA / University of Phoenix, Phoenix, Arizona
- 2004 – Advanced Business Relocation – IRWA / University Of Phoenix, Phoenix, Arizona
- 2004 – Commercial Real Estate Training Program – Arizona School of Real Estate, Scottsdale, Arizona
- 2005 – Advanced Relocation Workshop – FHWA / Arizona Dept. of Transportation, Phoenix, Arizona

Real Estate Seminars

- Introduction to Real Estate Contract Writing – May 2002
- Forms of Business Ownership – July 2002
- Notary 101/Workshop – December 2002
- Broker Management Clinic – February 2003
- Appraising Income Producing Properties – May 2004
- Appraisal Valuation & Economic Trends – May 2004
- Appraisal Review Process – May 2004
- USPAP Update – June 2004
- Business Valuation – July 2004
- Federal Fair Housing and ADA Acts – July 2004
- Land Planning & Zoning – September 2004
- Subdivision Rules – September 2004
- Commercial Lease Writing – September 2004
- Updates of the Federal Register 49 CFR Part 24 – October 2005
- Local Public Agency R.E. Acquisition Workshop – January 2006
- Fundamentals of 1031 Exchanges – March 2006
- Uniform Standards of Professional Appraisal Practice – April 2006
- Uniform Residential Appraisal Report Update – May 2006
- Commercial Contract Writing – June 2006
- Home Inspection Process – June 2006

Certifications

Arizona Certified Residential Real Estate Appraiser No. 20124
Arizona State Real Estate Broker No. BR030250000
SR/WA (Sr. R/W Agent) – International Right of Way Association (No. 5740)

Project Experience

City of Chandler, Dobson Road/Warner Road Street Improvements

Mr. Rector serves as Right of Way Agent for the appraisal and acquisition of 20 parcels adjacent to the intersection. This project includes new right of way, aerial easements, utility easements and temporary construction easements to be acquired. CEI is a subconsultant under the general contractor and will be coordinating title work, appraisals and acquisition activities.

City of Chandler, Cooper Road/Pecos Road Street Improvements

Mr. Rector serves as Right of Way Agent for the acquisition of 48 parcels impacted by new right of way, aerial easements and drainage easements to be acquired. Cooper and Pecos Roads will be widened from two lanes to six lanes with median, sidewalks and curb and gutters. There is potential for two residential relocations.

ADOT, On-Call Statewide Right of Way Acquisition, Relocation and Related Services

Mr. Rector served as Project Manager/Field Agent for various projects performing right of way activities including acquisitions and relocations for various projects statewide. To date, Mr. Rector has performed right of way services on the following:

- Sanders TI at I-40 and US 191
- Park TI at I-40
- US 60, Cemetery Wash to Turtleback Wash
- Ash Fork Business Route B-40
- SR 179, Village of Oak Creek to US 89A

ADOT, On-Call Right of Way Procurement

As Right of Way Agent, Mr. Rector attended numerous meetings with consultants, District offices, attorneys, contractors and property owners to resolve issues and acquire various rights of way. They prepared and presented many progress reports to management and project team members. The following are acquisition, relocation and related right of way services managed by CEI's right of way agent (Reggie Rector) while working on previous procurement contracts:

- Santan Freeway, Price Road to Arizona Avenue
- Santan Freeway, Higley Road to Warner Road
- Santan Freeway, Arizona Avenue to Gilbert Road
- US 60/Superstition Freeway, Dobson Road TI
- US 60/Superstition Freeway, Mesa Drive TI
- Red Mountain Freeway, Gilbert Road to Higley Road
- Red Mountain Freeway, Higley Road to US 60
- SR 51/Piestewa Peak Expressway, Bell Road to Jct. 101L
- I-10/Ehrenburg, 91st Avenue to 51st Avenue
- US 60/Grand Avenue, 55th Avenue and Maryland Avenue
- US 60/Grand Avenue, Camelback Road and 43rd Avenue
- US 60/Grand Avenue, 51st Avenue and Bethany Home Road

Salt River Project

As Right of Way Agent, Mr. Rector provided services in acquiring power line easements for 10 projects of from one to ten parcels each.

Appendix C - Financial Statements

CONSULTANT ENGINEERING, INC.

FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 2008

(See Accountants' Review Report)

Taylor, Duffy & Associates, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors
Consultant Engineering, Inc.
Phoenix, AZ

We have reviewed the accompanying balance sheet of Consultant Engineering, Inc. (an S Corporation) as of September 30, 2008, and the related statements of operations, stockholders' equity and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Consultant Engineering, Inc.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our review was made for the purpose of expressing limited assurance that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The accompanying supplementary data included on pages 11 and 12 is presented for supplementary analysis purposes and has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements. We did not become aware of any material modifications that should be made to the supplementary data.

Taylor, Duffy & Associates

January 7, 2009

20830 North Tatum Blvd., Suite 225 • Phoenix, Arizona 85050 • Phone 602-265-7011 • Fax 602-265-7060

Board of Directors
Consultant Engineering, Inc.
Phoenix, AZ

We have reviewed the accompanying balance sheet of Consultant Engineering, Inc. (an S Corporation) as of September 30, 2008, and the related statements of operations, stockholders' equity and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Consultant Engineering, Inc.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

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Our review was made for the purpose of expressing limited assurance that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The accompanying supplementary data included on pages 11 and 12 is presented for supplementary analysis purposes and has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements. We did not become aware of any material modifications that should be made to the supplementary data.

Taylor, Duffy & Associates

January 7, 2009

CONSULTANT ENGINEERING, INC.
BALANCE SHEET
SEPTEMBER 30, 2008

(See Accountants' Review Report)

ASSETS

CURRENT ASSETS		
Cash	$	328,753
Accounts receivable (Notes 1, 2, 4, 7, and 9)		1,895,070
Unbilled fees and costs (Note 1)		509,177
Prepaid expenses		173,924
Refundable deposits		8,760
Due from related parties (Note 7)		187,475
Total current assets		3,103,159
PROPERTY AND EQUIPMENT (Notes 1 and 4)		
Computer equipment		410,864
Equipment		223,259
Furniture		145,563
Vehicles		62,469
Leasehold improvements		86,689
		928,844
Less accumulated depreciation		607,545
Net property and equipment		321,299
TOTAL ASSETS	$	3,424,458

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES	
Bank line of credit (Note 4)	$ 49
Accounts payable (Note 7)	347,102
Accrued paid leave	363,559
Accrued salaries	170,459
Other accrued expenses	8,820
Due to related parties (Note 7)	716
Total current liabilities	890,705
STOCKHOLDERS' EQUITY	
Common stock, no par value; authorized 100,000 shares; issued and outstanding 100,000 shares	1,000
Retained earnings	2,532,753
Total stockholders' equity	2,533,753
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 3,424,458

See accompanying notes to financial statements

CONSULTANT ENGINEERING, INC.
STATEMENT OF OPERATIONS
YEAR ENDED SEPTEMBER 30, 2008

(See Accountants' Review Report)

EARNED REVENUE	$ 11,389,366
COST OF EARNED REVENUE	5,824,400
Gross profit from operations	5,564,966
OPERATING EXPENSE	
Indirect	2,827,298
Promotional	11,165
General and administrative	1,800,174
Total operating expense	4,638,637
Income from operations	926,329
OTHER INCOME (EXPENSE)	
Interest income	2,002
Interest expense	(12,468)
Gain on sale of vehicle and equipment	32,516
Total other income	22,050
NET INCOME (Note 6)	$ 948,379

See accompanying notes to financial statements

CONSULTANT ENGINEERING, INC.
STATEMENT OF STOCKHOLDERS' EQUITY
YEAR ENDED SEPTEMBER 30, 2008

(See Accountants' Review Report)

	Common Stock	Retained Earnings
BALANCE - SEPTEMBER 30, 2007	$ 1,000	1,809,374
Net income	-	948,379
Distributions to stockholders	-	(225,000)
BALANCE - SEPTEMBER 30, 2008	$ 1,000	2,532,753

See accompanying notes to financial statements

CONSULTANT ENGINEERING, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2008

(See Accountants' Review Report)

CASH FLOWS FROM OPERATING ACTIVITIES	
Cash collected on sales	$ 10,580,998
Cash paid to vendors and employees	(9,879,873)
Interest received	2,002
Interest paid	(12,468)
Increase in refundable deposits	(4,112)
Net cash provided by operating activities	686,547
CASH FLOWS FROM INVESTING ACTIVITIES	
Payments from related party	31,111
Increase in due from related parties	(89,777)
Proceeds from sale of assets	43,485
Purchase of property and equipment	(182,434)
Net cash used for investing activities	(197,615)
CASH FLOWS FROM FINANCING ACTIVITIES	
Proceeds from bank line of credit	1,820,000
Payments on bank line of credit	(1,819,951)
Distributions to stockholders	(225,000)
Net cash used for financing activities	(224,951)
Net increase in cash	263,981
CASH, beginning of year	64,772
CASH, end of year	$ 328,753

See accompanying notes to financial statements

CONSULTANT ENGINEERING, INC.
STATEMENT OF CASH FLOWS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2008

(See Accountants' Review Report)

RECONCILIATION OF NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES

Net income	$	948,379
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation		184,175
Gain on sale of vehicle and equipment		(32,516)
(Increase) decrease in assets:		
Accounts receivable		(681,313)
Unbilled fees and costs		(127,055)
Prepaid expenses		1,083
Refundable deposits		(4,112)
Increase in liabilities:		
Accounts payable		265,215
Accrued expenses		132,691
Net cash provided by operating activities	$	686,547

See accompanying notes to financial statements

CONSULTANT ENGINEERING, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2008

(See Accountants' Review Report)

1. ACCOUNTING POLICIES AND GENERAL INFORMATION

General

Consultant Engineering, Inc. was incorporated in 1996 as an Arizona corporation and specializes in providing construction engineering, survey, and right-of-way services. The Company operates primarily in Arizona. The Company has decided to change their fiscal year end to December 31st, effective October 1, 2008.

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Revenue and expense recognition

The Company's policy is to prepare its financial statements on the accrual basis of accounting in accordance with generally accepted accounting principles. Consequently, revenues and gains are recognized when earned and expenses and losses are recognized when incurred.

Allowance for doubtful accounts

The Company provides an allowance for losses on accounts receivable based on a review of the current status of existing receivables and historical collection experience. Receivables are charged to the allowance when accounts are deemed to be uncollectible. Accounts receivable are generally due 30 days after issuance of an invoice or application for payment. Receivables over 90 days past due are considered delinquent. Delinquent receivables are written off based on management evaluation of individual customer circumstances and credit. Management has determined that all accounts receivable are substantially collectible. Therefore, there is no allowance for doubtful accounts.

Property and equipment

Property and equipment is recorded at cost. Depreciation is computed using the double-declining and straight-line methods over the following estimated useful lives of the assets:

	Years
Computer equipment	3-5
Equipment	5-7
Furniture	7
Vehicles	5
Leasehold improvements	3-5

(See Accountants' Review Report)

2. ACCOUNTS RECEIVABLE

As of September 30, 2008, approximately $309,000 in accounts receivable was ninety days or more past due, of which $175,500 had been received prior to the issuance of this financial statement.

3. NOTE RECEIVABLE – RELATED PARY

The note represented funds advanced to a minority stockholder and accrued interest at 6% per annum. The note was paid off during the year ended September 30, 2008, and interest income totaled $931 for the year.

4. BANK LINES OF CREDIT

The Company has a revolving line of credit agreement with Irwin Union Bank. The agreement, which accrues interest at prime, expires February 26, 2009. Advances are limited to $800,000, and the line of credit is collateralized by accounts receivable, equipment, and the personal guarantees of two of the stockholders.

The Company also has a credit agreement with Irwin Union Bank in the amount of $50,000, which is available for general borrowing needs. The agreement accrues interest at prime plus 1% and expires February 26, 2009. The agreement is collateralized by the same items as above. The balance was zero at September 30, 2008.

5. EMPLOYEE BENEFIT PLAN

The Company adopted an employee benefit plan for its employees pursuant to Section 401(k) of the Internal Revenue Code. All employees who have attained the age of 19 years and have completed six months of service are qualified to participate in the plan. Participants may contribute a percentage of compensation, but not in excess of the maximum allowed under the Code. The Company may match a portion of the employees' contribution. During the year ended September 30, 2008, the Company made matching contributions of $182,915.

6. INCOME TAX

The Company, with the consent of its stockholders, has elected to have its income taxed under Section 1362 of the Internal Revenue Code, which provides that, in lieu of corporate income tax, the stockholders are taxed on their proportionate share of the Company's taxable income. Therefore, there is no provision or liability for income tax.

7. RELATED PARTY TRANSACTIONS

The Company contracts for its material testing on an as-needed basis with a limited liability company controlled by two of the Company's stockholders. During the year ended September 30, 2008, costs of approximately $926,000 were incurred with this related party. As of September 30, 2008, the accounts payable balance included $210,000 from transactions with the related party. The Company provided professional services to this related party and recognized revenue of approximately $46,000. As of September 30, 2008, accounts receivable included $11,000 from transactions with the related party.

The Company incurred expenses for engineering and consulting services from a related S Corporation totaling approximately $68,000. The accounts payable balance included $10,000 from transactions with the related party as of September 30, 2008. The Company provided professional services to this related party and recognized revenue of approximately $553,000. Accounts receivable related to transactions with this entity totaled $144,000 as of September 30, 2008.

The Company performs administrative duties for various companies that are considered related parties. During the year ended September 30, 2008, the Company recognized approximately $889,000 of administrative fees from these related parties.

The Company has advanced funds to various companies that are considered related parties. The funds are non-interest bearing and management anticipates that the funds will be paid in full during the current business cycle.

8. COMMITMENTS

The Company leases its main office space from a limited liability company controlled by the Company's stockholders. As of September 30, 2008, the monthly lease payments are $28,421 per month. The lease requires annual per square foot increases through September 2010.

The Company is also obligated under several operating leases that require monthly payments through 2011. The total lease expense, including office space, for the year ended September 30, 2008, was $711,062.

Future annual lease payments, including lease on office space, are summarized as follows:

Year ending September 30,	
2009	$ 702,467
2010	681,355
2011	263,956
2012	52,180
	$ 1,699,958

9. CONCENTRATION OF CREDIT RISK

As of September 30, 2008, approximately $1,111,000 (59% of the total) was included in accounts receivable from one customer. Sixty-four percent of the Company's revenue was derived from this same customer. Substantially all of the Company's revenue is generated from the construction industry.

CONSULTANT ENGINEERING, INC.
SCHEDULE OF INDIRECT EXPENSES
YEAR ENDED SEPTEMBER 30, 2008

(See Accountants' Review Report)

Labor	$	805,065
Payroll taxes		359,719
Depreciation		57,614
Education		6,743
Employee benefits		490,130
Equipment expense		21,995
Insurance - health and worker's compensation		386,199
Licenses and fees		1,095
Mileage		605
Office expense		43,433
Plans and specifications		832
Professional fees		4,112
Recruitment and relocation		5,954
Rent		140,115
Retirement plan expense		121,652
Seminars and meetings		23,096
Small tools and supplies		10,177
Software		5,814
Subsistence		14,308
Telephone		33,711
Vehicle expense		294,929
	$	2,827,298

CONSULTANT ENGINEERING, INC.
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSE
YEAR ENDED SEPTEMBER 30, 2008

(See Accountants' Review Report)

Administrative salaries	$	1,265,382
Payroll taxes		108,375
Depreciation		126,562
Donations		5,179
Employee benefits		237,088
Entertainment		2,279
Equipment expense		28,331
Insurance - health and worker's compensation		145,475
Insurance - other		120,606
Office expense		154,000
Postage and printing		10,301
Professional fees		55,994
Publications and books		5,342
Rent		218,780
Repairs and maintenance		2,869
Retirement plan expense		61,263
Sales tax		193
Seminars and meetings		5,884
Software		10,449
Subsistence		18,512
Telephone		17,460
Travel		6,252
Vehicle expense		82,956
Administrative charge reimbursements		(889,358)
	$	1,800,174

EXHIBIT C
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CONSULTANT ENGINEERING, INC.

[Scope of Work and Payment Schedule]

See following pages.

SCOPE OF WORK

1. Background. The City of Avondale (the "City") requires appraisal services (the "Services") on real property that will be will acquired, rehabilitated and demolished in the conduct of its Community Development Program (the "Program"). The Program is funded by the following federal sources: (i) Community Development Block Grant ("CDBG") Funds under Title I of the Housing and Community Development Act of 1974, Public Law 93-38; (ii) Home Investment Partnership Program ("HOME") funds under Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625; and (iii) Neighborhood Stabilization Program ("NSP") funds under Title III of the Housing and Economic Recovery Act of 2008, Public Law 110-289.

2. Program Funding. The Program will be funded approximately according to the following schedule.

Funding Sources Approximates				
Source	2009-2010	2010-2011	2011-2012	Total
NSP	$50,000	$10,000	$10,000	$70,000
CDBG	$10,000	$20,000	$20,000	$50,000
				$120,000

3. Schedule of Completion. The Contractor shall provide Services on an intermittent or on-call basis as determined by the City until June 30, 2012.

4. Scope of Work. The Contractor shall provide real estate appraisals on residential and commercial properties in conformance with applicable federal regulations and review appraisals conducted by other appraisers for conformance with applicable federal regulations. In addition to industry standard appraisal requirements, the City will develop the scope of work and define the appraisal problem. Appraisals will be based on industry standard appraisal requirements, and the HUD Guide for Preparing An Appraisal Scope of Work. The number of projects is an estimate and not a guarantee of the amount of work to be performed. Prices are estimates. Actual prices will be based on individual property circumstances.

Real Estate Appraisals			
Type of Appraisal	# Appraisals	Single Unit Price	Multiple Unit Price (up to 6)
Residential	10	$1,500	$5,000
Commercial	10	$2,000	$5,000
Appraisal Review	20	$600	$1,500

5. Vendor Staffing. The selected Vendor shall assign the following contact for contract transactions.

Bob Helmandollar, Project Manager
Consultant Engineering, Inc.
10625 North 25th Avenue, Suite 200
Phoenix, Arizona 85029
(602) 370-1430
bhelmandollar@cei-az.com

6. City Staffing. The City will assign the following staff member as the primary contact for contract transactions.

Ruth Clark, Revitalization Manager
1007 South Third Street
Avondale, Arizona 85323
(623) 333-2724
rclark@avondale.org

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - DLT&V Systems Engineering, Inc.for SCADA Support Services

MEETING DATE:
September 21, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting City Council approve a two-year Professional Services Agreement (PSA) with DLT&V Systems Engineering, Inc., for Supervisory Controls and Data Acquistion (SCADA) Support Services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The PSA's annual amount shall not exceed $75,000 and the total two-year contract amount is not-to-exceed $150,000.

BACKGROUND:

The Water Resources Department relies on the SCADA system to operate, control, and monitor two lift stations, 12 well sites, six booster stations, and the Water Reclamation Facility. Within the next two years, three more well sites will come on-line and a lift station will be upgraded to include SCADA. In an effort to ensure continued operation of the SCADA system without interruption, staff seeks to enter into a PSA with a SCADA Support Services consultant who can provide 24/7/365 emergency support, programming, troubleshooting, equipment calibration, testing, repairing, and other miscellaneous services to support the City's SCADA system.

DISCUSSION:

On June 30, 2009, a Request for Qualifications for SCADA Support Services was posted by the City's Procurement Officer. Five Statements of Qualifications (SOQ's) were received. Three of the five submittals met the posting requirements, a panel of City staff reviewed the SOQ's and determined all three firms were qualified, the three firms were interviewed, and two firms were selected to provide the requested services.

This PSA is for DLT&V Systems Engineering, Inc. The PSA is requirement-based such that the consultant is not guaranteed any specific quantity of work or amount of compensations over the term of the PSA. The City shall pay the consultant only for work requested by the City and at the hourly rate stated in the PSA. The annual amount shall not exceed $75,000 and the total two-year contract amount is not-to-exceed $150,000. The PSA allows renewal for up to four additional one-year terms if deemed in the best interest of the City and subject to availability of funds.

This is one of two (2) similar contracts on tonight's agenda. These contracts provide an enhanced level of security to ensure the availability of qualified consultants during emergency situations.

BUDGETARY IMPACT:

Funding for this PSA is available in the Water Operating Budget, line item 501-9122-00-6820 (Water Production Division), and the Wastewater Operating Budget, line items 503-9222-00-6820 (Wastewater Lift Stations Division) and 503-9230-00-6820 (Water Reclamation Facility).

RECOMMENDATION:

Staff recommends City Council approve a two-year PSA with DLT&V Systems Engineering, Inc., for SCADA Support Services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The PSA annual amount shall not exceed $75,000 and the total two-year contract amount is not-to-exceed $150,000.

ATTACHMENTS:

Click to download

- PSA

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DLT&V SYSTEMS ENGINEERING, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of September 21, 2009, between the City of Avondale, an Arizona municipal corporation (the "City"), and DLT&V Systems Engineering, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, WR 10-002 for SCADA Support Services, as amended by that certain Addendum No. 1, dated July 28, 2009 (the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications (the "SOQ") from vendors for professional consulting services.

B. The Consultant submitted a Statement of Qualifications (the "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 SCADA support 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 are 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 21, 2011 (the "Initial Term"). This Agreement may be renewed for up to four additional one-year terms (each a "Renewal Term") if deemed in the best interests of the City and subject to availability and appropriation of funds for renewal in each subsequent year. Such renewal shall occur upon the City's written notice to the Consultant given not later than 30 days prior to the end of the then - current term. The Initial Term and any Renewal Terms are collectively referred to as the "Term". Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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. This Agreement is intended to be requirements-based, such that the Consultant is not guaranteed any specific quantity of work or amount of compensation. The City shall pay Consultant only for work requested by the City, with an annual aggregate amount not to exceed $75,000.00 for the Services, at the rates set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference. If acceptable to the City, as evidenced

by inclusion in the City's written renewal as set forth in Section 1 above, an updated fee schedule may be adopted and shall replace the Fee Proposal in Exhibit D.

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:	DLT&V Systems Engineering, Inc. 3550 North Central Avenue, Suite 1900 Phoenix, Arizona 85012 Facsimile: 602-266-4953 Attn: Melinda Tam

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 (a) 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 (b) 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.

[SIGNATURES ON FOLLOWING PAGE]

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Consultant**"

DLT&V SYSTEMS ENGINEERING, INC., an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of DLT&V SYSTEMS ENGINEERING, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DLT&V SYSTEMS ENGINEERING, INC.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR JOB ORDER CONTRACT- SCADA SUPPORT SERVICES:

City of Avondale

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	WR 10-002
Solicitation Title:	"SCADA Support Services"
RFQ Release Date:	**June 30, 2009**
Final Date for Inquiries:	**July 13, 2009** **5:00 p.m.** (local time, Phoenix, Arizona)
Non-Mandatory Pre-Submittal Conference:	**July 08, 2009** **10:00 a.m.** (local time, Phoenix, Arizona) Avondale Civic Center Sonoran Conference Room 11465 West Civic Center Drive Avondale, Arizona 85323
SOQs Due Date and Time:	**July 16, 2009** **3:00 p.m.** (local time, Phoenix, Arizona)
Letters to Final Listed Firms:	**July 20, 2009**
Interviews:	**July 29, 2009 (SUBJECT TO CHANGE)**
Target City Council Award Date:	**September 14, 2009**
City Representatives:	**Lisa Johnson** **lisajohnson@avondale.org** **623.333.5016** **Loretta Browning** **lbrowning@avondale.org** **623.333.2029**

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I. INTRODUCTION

The City of Avondale (the "City") is seeking highly qualified firms to provide Job Order Contract ("Job Order Contract") services for support of the Water Resource Department's SCADA systems. The JOC firm must be experienced in providing SCADA support services outlined in Article III below (the "Services"). The required qualifications are to be demonstrated in the experience of the proposed JOC firm.

In order to achieve the above-stated goals, the City hereby solicits Statements of Qualifications ("SOQ") from interested JOC firms to provide the Services. This will be a one-step, qualifications-based process as authorized by ARIZ. REV. STAT. § 34-601 *et seq.* A Request for Proposal will not be issued.

The JOC firm shall be the lead firm and shall be the party responsible to the City for the Services. The City will seek to contract with a JOC firm (i) with extensive experience in providing the Services under similar circumstances as described in this Request for Qualifications ("RFQ"). The JOC firm will be responsible for subcontracting with all other required parties and will be responsible for such supervision and control over the other team members as is necessary for the timely and accurate delivery of the Services.

Upon receipt of a SOQ, each submittal will be reviewed for compliance with the SOQ requirements. A Selection Committee composed of representatives from personnel from the City of Avondale will review the SOQs. The selection process will be conducted according to the schedule indicated on the cover page of this RFQ. The Selection Committee shall (i) review the SOQs according to the criteria outlined in this document and (ii) create a "short list" of at least three (3) qualified JOC firms for further consideration. The Selection Committee will rank the firms based upon its evaluation of (i) the SOQ, (ii) information provided by references and (iii) interviews.

After the firms are ranked, the City will immediately enter into negotiations with the two highest-ranked JOC firms to finalize JOC Agreements. Each Agreement must be executed by August 19, 2009, for the September 14, 2009, Avondale City Council agenda. In order to facilitate the contract negotiation process, a sample Agreement will be distributed to all interested JOC firms at the Pre-Submittal Conference. The City reserves the right to terminate the selection process at any time.

II. BACKGROUND

The Water Resources Department currently utilizes SCADA at two lift stations, 12 well sites, six Booster Stations and the Water Reclamation Facility. During the project period, three more well sites may come on-line and there is a possibility one lift station may be upgraded to include SCADA. All the Water Resources sites utilizing SCADA are contained within the City's 44 square mile corporate boundary.

The Water Resource's SCADA system is based on the Wonderware System Platform with 25,000 I/O with Application Server, redundant SCADA terminal servers, historian server and all I/O communications.

III. SERVICES OVERVIEW

The selected JOC firm shall be responsible for the following:

1. Provide SCADA support services including:

    a. Emergency SCADA Support Services
    b. Programmable Logic Controller (PLC) trouble shooting and programming
    c. Human Machine Interface (HMI) and Supervisory Controls and Data Acquisition (SCADA) trouble shooting, programming and configuration
    d. HMI and PLC system design, testing and configuration
    e. Installation of software and patches for HMI and PLC
    f. SCADA Alarm trouble shooting and programming
    g. Control system and control panel design, installation and start up
    h. Preparation and review of design and programming drawings and plans
    i. Field equipment calibration
    j. Electrical systems and controls trouble shooting and repair
    k. UPS (Uninterrupted Power Supply) testing, trouble shooting, and test results reporting
    l. Communications trouble shooting and repair
    m. Functional and operational training
    n. Historian reports and trending

2. The JOC firm is required to provide emergency-critical support services within four hours of notification by City personnel. An emergency-critical is defined as a problem that prevents the process or equipment from running, which may cause an unsafe condition or permit violation.
3. A JOC firm is required to provide emergency-non critical support services within 18 hours of notification by City personnel. Emergency-non critical is defined as a problem, which must be addressed promptly but which does not posse an immediate danger of an unsafe condition or a permit violation.
4. JOC firm is required to provide a phone number for emergency support service which is answered 24 hours per day, 365 days per year.
5. The JOC firm shall be experienced in the utilization of Unity Pro software, Modicon PLC, and Wonderware products.
6. The JOC firm shall follow the City of Avondale's PLC and HMI standards. Standards document will be provided to the JOC firm.
7. JOC firm is required to document all PLC programming changes, including comments, symbols, and descriptions are saved with the logic file and are internal to the PLC. Thus, if a program is uploaded, the full documented logic is available.

After PLC programming changes, JOC firm will provide to the City of Avondale on CD the new or modified PLC program file and a MS Word document indicating new program or all changes made to the file.

City shall provide staff input, guidance and evaluation of the JOC firm's work and final review and approval of all work products.

IV. PROJECT BUDGET

A total two year budget of $150,000 has been established for SCADA support services.

V. 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 JOC firm's SOQ non-responsive. 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 may result in the SOQ being rejected as non-responsive.

VI. STATEMENT OF QUALIFICATIONS REQUIREMENTS

1. Preparation/Submission of SOQ. JOC firms are invited to submit an SOQ for the Services outlined in this RFQ. JOC firms shall review their SOQ submissions to ensure the following requirements are met.

a. Interested parties must submit one (1) original and six (6) copies (seven (7) total submittals) of the SOQ.

b. The SOQ shall be submitted with a cover letter containing an original ink signature by a person authorized to bind the JOC firm. 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 25 pages to address the SOQ criteria (excluding resumes, 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 criteria information on one side. This page limitation does not include any pages submitted in response to Section 6 of Article VII below or the JOC firm Information Form. Cover letter, cover, back, table of contents and tabs shall 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 JOC firms shall (i) examine the entire RFQ, (ii) seek clarification of any item or requirement that may not be clear within seven days of the opening of this RFQ, (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 as follows: **Statement of Qualifications for SCADA Support Services WR 10-002)**, 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.

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 time and date indicated on the cover page of this RFQ.

g. 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 JOC firm 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 SOQ Due Date and Time.

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

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

6. Amendment of SOQ. At any time prior to the specified Due Date and Time, a JOC firm (or designated representative) may amend its SOQ. Facsimile, electronic (e-mail) 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 JOC firm 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. 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. Until an award and execution of a JOC agreement, only the name of the finalists will be publicly available.

9. Confidential Information.

a. If a JOC firm 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 JOC firm 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 JOC firm in writing of such determination.

10. JOC Firm Licensing and Registration. Prior to the award of the Agreement, the successful JOC firm shall (a) be registered with the Arizona Corporation Commission to do business in Arizona, (b) have a completed Request for Vendor Number on file with the City Financial Services Department and (c) hold all necessary licenses and/or registrations as required by the State of Arizona; provided, however, that if the portion of the Services requiring a technical registrant under ARIZ. REV. STAT §32-101 *et. seq*. are to be completed by a subcontractor of the SOC, such firm or person shall be appropriately licensed pursuant to such requirements. The JOC firm shall provide licensure information with the SOQ.

11. Insurance Requirements. Each short-listed JOC firm must meet the City's standard insurance requirements as described in the Agreement. Proof of insurance certificates will be due at the time of the short-listed JOC firm interviews. Insurance requirements and directions for certificate submittals will be provided at the time of interview notification.

12. Certification. By submitting a SOQ, the JOC firm 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 JOC 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 above.

e. In addition to reviewing and understanding the SOQ requirements, it has reviewed the Agreement including the Exhibits that will be distributed to all interested JOC firms at the Pre-Submittal Conference.

13. Protests. Any interested party 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.

VII. STATEMENT OF QUALIFICATIONS FORMAT

SOQs shall be submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall render the SOQ non-responsive.

Cover Letter. See Article VI, Statement of Qualifications Requirements, Section 1 Preparation/Submission of SOQ, Subsection b.

Section 1: SERVICES Understanding.

a. Describe the key issues that you feel are critical to your successful completion of the Services.

b. Describe your approach to dealing with the overall management of the Services.

c. Provide a subcontractor selection plan/procedure. Include how subcontractors are selected (must be either qualifications alone, or qualifications plus price), presented to and/or approved by the City, how bids are taken from pre-qualified subcontractors, how final subcontractor selection is made and by whom.

d. Provide information on how subcontractors participate in the design process and how they are compensated.

Section 2: JOC firm Organization.

a. Provide a general description of the primary company that is proposing to provide the required Services. Explain the legal organization of the company.

b. 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 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.

c. Identify the location of the firm's principal office and the local work office, if different.

d. Provide a clear and concise team organization chart that clearly defines how the team will function within the JOC framework on a day-to-day basis. Include*:*

(1) Names.

(2) Titles.

(3) Firm affiliations.

(4) Proposed roles.

Note: The individuals identified in the Organization Chart will be contractually obligated to these Services unless the City approves a personnel change in accordance with the process set forth in the Agreement.

e. Discuss the team organizational structure and specifically how it will contribute to meeting the goals and addressing the critical issues of the Services.

f. Discuss your approach to the distribution of information and documentation throughout the team and to others.

g. Discuss whether or not this specific team has worked together on past projects. Provide a matrix with members with those joint project(s). If not, discuss why we should expect this team to be successful in providing these.

Section 3: Key Personnel Resumes.

a. Manager Resume. Include:

(1) Name and company affiliation.

(2) Current Company Title.

(3) Educational History.

(4) Work History and current work location.

b. Manager Reference Information. Include:

(1) Three (3) similar project examples worked on within the last five (5) years.

(2) Project name and location.

(3) Client contact's name and current telephone number. If you are unable to provide this information please explain why.

(4) Project budget and final construction cost.

(5) Project delivery method

(6) A description of the person's role in the project.

Note: This information will be used for reference purposes. Lack of information or inaccurate information will impact the reference score.

c. Other KEY Team Member Resumes (Limit 2). Include:

(1) Name and company affiliation.

(2) Current Company Title.

(3) Educational History.

(4) Work History and current work location.

d. Other KEY Team Member Reference Information. Include:

(1) Three (3) similar project examples worked on within the last five (5) years.

(2) Project name and location.

(3) Client contact's name and current telephone number. If you are unable to provide this information please explain why.

(4) Project budget and final construction cost.

(5) Project delivery method.

(6) A description of the person's role in the project.

Note: This information will be used for reference purposes. Lack of information or inaccurate information will impact the reference score.

Section 4: Discuss your experience providing SCADA support to water and wastewater utilities/municipalities.

a. Discuss your ability to provide emergency-critical support services within four hours of notification by City personnel; including your method for City staff contacting you 24 hours per day, 365 days per year.

b. Discuss your experience installing and supporting Modicon PLC CPUs.

c. Discuss your experience using IEC 61131-3 standards for programming of field controllers and utilization of Unity Pro software.

d. Discuss your experience with Wonderware software. Do staff members at your firm have certifications on Wonderware products?

e. Discuss your experience calibrating field instruments such as tank level, water pressure, flow meter. What field instrumentation equipment and testing certifications if any, do staff members at your firm have?

Section 5: Capacity.

a. JOC firm's Capacity. List the JOC firm's number of employees by job classification, annual volume of work, financial capacity and bonding capacity to carry out the Services.

b. Technical Capacity. Describe the computer software/technology your team has available for use in conjunction with the Services, including:

(1) Schedule tracking.

(2) Estimating.

(3) Budget tracking and audits.

(4) Public interface.

(5) General communications.

Elaborate on how you have maximized the technology's potential on prior projects and how you intend to use it on this one.

Section 6: Exceptions to the Agreement. The City will provide a copy of the proposed JOC Agreement at the Pre-Submittal Conference. Each JOC firm will be expected to (i) accept the JOC Agreement as is, including insurance requirements, or (ii) list any changes or exceptions thereto within their SOQ submittal as Section 6. Failure to list any exceptions will be assumed as acceptance of the JOC Agreement "as-is."

JOC Firm Information Form (may be attached as separate appendix).

VIII. SCORING

Points will be determined by the Selection Committee members according to the scoring system set forth below.

SOQ Evaluation (maximum 100 points)

Each member of the selection committee will independently score each SOQ based upon his/her evaluation of the SOQ submitted using the following scoring system:

10 points	Section 1	Project Understanding
15 points	Section 2	JOC Firm Organization
30 points	Section 3	Key Personnel Resumes
40 points	Section 4	JOC Experience
5 points	Section 5	Capacity

References (maximum 25 points)

References will be contacted for the members of the short-listed JOC firms using the information provided in Section 3 of the Scoring Section of this RFQ. If the reference information provided is incomplete or inaccurate a score of zero will be assigned for that reference. It is not the responsibility of the City's Representative to research telephone numbers or facsimile numbers. In addition to contacting current and past clients the City's Representative will also review information made available by the Registrar of Contractors, the Better Business Bureau and other public sources. The result of these findings will be disclosed to the Selection Committee prior to interviews.

Interviews (maximum 100 points)

The interview will be scored utilizing the same categories and maximum total points as given in Sections 1 through 5 of this Article VII. The Selection Committee will follow up with additional questions in each of the categories.

Interviews are tentatively scheduled for the date indicated on the cover page of this RFQ, but all JOC firms understand that this date is subject to change at the direction of the City.

The interview points will then be added to the SOQ scores and the reference results to achieve a cumulative score. A final ranking will be determined based on the cumulative point total.

IX. AWARD OF AGREEMENT

1. Evaluation/Award of Agreement. Upon receipt of the SOQ, each submittal will be reviewed for compliance with the SOQ requirements. The JOC firms will be selected according to the process stated above in Selection Process and Schedule. The Selection Committee will rank the JOC firms based upon its evaluation of (a) the SOQ, (b) information provided by references and (c) interviews.

2. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (a) waive any immaterial defect or informality, (b) reject any or all SOQs or portions thereof and (c) reissue an RFQ.

3. Contractual Relationship. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ, the JOC firm's responsive SOQ and the City's JOC agreement form, 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 JOC firm has signed, and the City has approved, an Agreement with JOC firm in a form acceptable to the City Attorney.

X. JOC FIRM INFORMATION FORM

By sending a Statement of Qualifications, the submitting JOC firm certifies that it has reviewed the administrative information and draft of the JOC Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

_____	_____
JOC 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

SCADA SUPPORT SERVICES
WR 10-002

Addendum No. 1

Date: July 22, 2009

From: Lisa Johnson, City Representative

Subject: Addendum No. 1 to RFQ WR 10-002

SOQ Deadline: **July 28, 2009** (REVISED)**,** 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 changes to the Solicitation Schedule, Section I – Introduction, Section VII – Statement of Qualifications Format, and Section VIII – Scoring, to Request For Qualifications No. WR 10-002 released on June 30, 2009.

ADDENDUM

1. The Final Date for Inquiries is hereby changed to **July 22, 2009**.

2. The SOQ Deadline is hereby changed to **July 28, 2009**, **3:00 p.m.** (local time, Phoenix, Arizona).

3. The date of Letters to Final Listed Firms is hereby changed to **August 6, 2009**.

4. The date of Interviews is hereby changed to **August 18, 2009** (subject to change).

5. The Target City Council Award Date is hereby changed to **September 21, 2009** (subject to change).

6. Page 1, Section I – Introduction, Paragraph 1, is hereby amended as follows:

> The City of Avondale (the "City") is seeking highly qualified firms to provide ~~Job Order Contract ("Job Order Contract")~~ services for support of the Water Resource Department's SCADA systems.

All subsequent references to "JOC" in RFQ WR-10-002 are hereby deleted.

7. Page 10, Section VII – Statement of Qualifications Format, Section 6, Exceptions to the Agreement, is hereby amended as follows:

The City will provide a copy of the proposed ~~JOC Agreement at the Pre-Submittal Conference~~ AGREEMENT TO THE THREE SHORT LISTED FIRMS. Each ~~JOC~~ firm will be expected to (i) accept the ~~JOC~~ Agreement as is, including insurance requirements, or (ii) list any changes or exceptions thereto within their SOQ submittal as Section 6. Failure to list any exceptions will be assumed as acceptance of the ~~JOC~~ Agreement "as-is."

8. Page 10, Section VIII – Scoring, SOQ Evaluation, is hereby amended as follows:

<u>SOQ Evaluation (maximum 100 points)</u>
Each member of the selection committee will independently score each SOQ based upon his/her evaluation of the SOQ submitted using the following scoring system:

10 points	Section 1	Project Understanding
15 points	Section 2	~~JOC~~ Firm Organization
30 points	Section 3	Key Personnel Resumes
40 points	Section 4	~~JOC Experience~~ SCADA Support Services, Emergency SCADA Support Services (Critical and Non-critical)
5 points	Section 5	Capacity

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR STATEMENTS OF QUALIFICATIONS

SCADA SUPPORT SERVICES
WR 10-002

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.

_____, _____2009
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
DLT&V SYSTEMS ENGINEERING, INC.

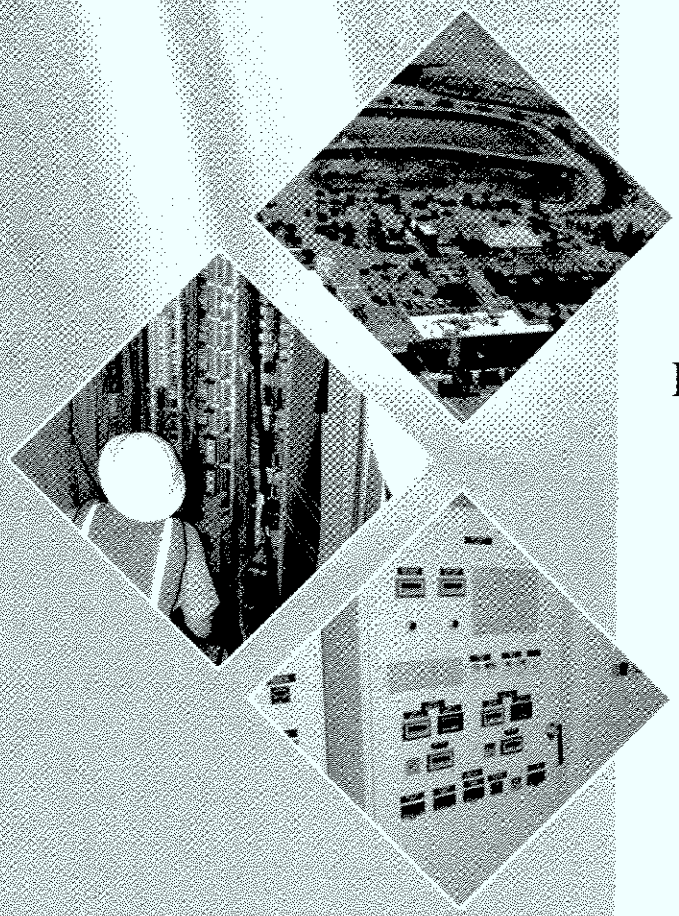
[Consultant's SOQ]

See following pages.

Original

DLT&V
SYSTEMS ENGINEERING

Statement of Qualifications to Provide SCADA Support Services to the City of Avondale



DLT&V Opportunity Number 2009.07.0869

July 28, 2009

DESIGN CONSTRUCTION INTEGRATION

Problem solved.

DLT&V
SYSTEMS ENGINEERING

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Capacity 18

Conclusion 19

Appendix I: Firm Information Form

Appendix II: Acknowledgement of Addenda

Appendix III: Wonderware ESI Status Letter

DESIGN CONSTRUCTION INTEGRATION

Problem solved

City of Avondale

SCADA Support Services

DLT&V SYSTEMS ENGINEERING

July 27, 2009

City of Avondale
City Clerk
ATTN: Lisa Johnson
11465 West Civic Center Drive, Suite 200
Avondale, AZ 85323

Re: Request for Statements of Qualifications for SCADA Support Services

Dear Ms. Johnson:

Please find attached our Statement of Qualifications to provide SCADA Support Services for the City of Avondale. DLT&V Systems Engineering, Inc. (DLT&V) is an electrical engineering firm providing industrial electrical design, programming, and integration & support services with a focus on the water and wastewater industries. We provide detailed strategies and services in close liaison with our clients by listening carefully to their needs. DLT&V has become one of the largest and most sought after electrical engineering and integration firms in the Southwest because of the technical expertise, service and support we provide to our clients.

DLT&V Systems Engineering was created when TMV Systems Engineering (TMV) joined forces with DL Engineering & Controls (DLEC) in 2007 and our company is now one of the largest electrical engineering and integration firms in the Western United States. The result is that we can provide even greater service to our clients, and can respond even more quickly to your needs.

We look forward to the opportunity to meet your needs and exceed your expectations. You will find that our team has the skill, knowledge, and experience in SCADA maintenance, support and repair services to deliver your projects successfully.

Thank you for reviewing our qualifications, and please call me if you have any questions.

Sincerely,

Mtam

Melinda Tam, P.E.
Vice President of Engineering
DLT&V Systems Engineering, Inc.

Section 1: Services Understanding

A. Key Issues

DLT&V understands that the City of Avondale requires a firm to provide SCADA support services to the Water Resource Department on an on-call, as-needed basis. Successful provision of these services will require familiarity with the City's hardware and software, and the ability to provide a complete range of troubleshooting, programming, configuration, testing, diagnosis, debugging, set-up, calibration, repair, replacement, upgrade, and training services. Furthermore, a successful provider will have the resources available to provide these services with minimal or no delay, 24/7/365. DLT&V has been a successful provider of all these services, within these as-needed parameters, for numerous municipalities for over ten years!

DLT&V has, perhaps, the most intimate understanding of the scope of work required by the City of Avondale. We have been working in and/or for the City of Avondale since our CEO, Brian Downing, began providing services back in 1996. Throughout our tenure working with the City, Avondale has been able to rely on DLT&V to furnish programmers with years of experience writing PLC, OIT and HMI programs and specializing in field and startup programming and system troubleshooting. Another result of our ongoing relationship with the City of Avondale is that we are thoroughly familiar with your equipment, systems, facilities, maintenance practices, operating procedures and personnel, and are prepared to continue providing the top-notch services that the City has grown accustomed to. A partial list of electrical/instrumentation & control (E/I&C) design, construction, and programming services provided at City of Avondale sites includes the following:

- Water Master SCADA Five Year Plan
- Avondale Interception Station
- Avondale Intrusion Alarms
- Rancho Santa Fe Pump Station PLC and OIT Replacement
- Well No. 22
- SCADA Troubleshooting and Programming
- WRF Expansion Programming Assistance
- Continuing Services

Based on our ability to work seamlessly with our clients, correct potential issues before they become a problem, and respond quickly to those problems that do occur, we have built a reputation that has earned similar SCADA support services contracts across the Southwest with clients including the U.S. Army National Guard; the cities of Phoenix, Peoria, El Mirage, Arizona City, Buckeye and Surprise in Arizona; Boulder City, Henderson, and the Clark County Water Reclamation District in Nevada; the Arapahoe County Water and Wastewater Authority in Colorado; the San Diego County Water Authority, the Orange County Sanitation District, the Santa Margarita Water District, Anaheim and Huntington Beach in California; and within the private sector for clients like Arizona Water Company, CH2M Hill OMI, and Arizona-American Water.

While we pride ourselves in providing quick repair services when necessary, we feel that effective support is accomplished by regular preventative maintenance. Preventative maintenance reduces the likelihood of unexpected equipment failure, and also minimizes the chance of a failure occurring outside of normal business hours. We understand that sometimes the unavoidable happens. When it does, we are prepared to offer quick response and concise corrective actions to circumvent potentially catastrophic issues.

The key to our successful execution of a support contract of this type is having a knowledgeable staff with the experience to correctly identify and isolate a problem, combined with the personal and professional commitment to keep a your facilities operational. DLT&V has far more qualified, local and nearby resources for SCADA support than any other systems integration firm in the Southwest. Our team possesses the knowledge, training and hands-on experience (see Table 1) required to meet your electrical and control system needs.

Table 1. DLT&V Years of Experience by Position

	Position		
Years of Experience	Engineers/ Designers	Const. Services	Programmers
< 5 Yrs.	3	1	7
5 to 9 Yrs.	2		7
10 to 14 Yrs.	4	1	5
15 to 19 Yrs.	1		5
20 to 24 Yrs.	2	1	4
25+ Yrs.	3		4
Totals	**15**	**3**	**32**
Total Number of Technical Staff			**50**

DLT&V understands the critical and complex nature of this work and consequently, the importance of a project approach that facilitates communication and understanding on both sides so that the project is successful at completion and not delayed by misunderstandings and rework. Our experience working on projects for the City also contributes to our ability to accurately understand and implement the City's wishes.

Our clients have come to trust the integrity and commitment of our personnel and rest assured that DLT&V is providing them with support and maintenance services requiring as little interruption to plant operations as possible. This is our commitment to our clients and this is what sets us apart from our competitors. In addition to providing standard support and maintenance services, we are constantly looking for ways to improve. Whether improving means keeping up with leading edge technology, learning a new PLC controller, providing an innovative approach to controlling a plant, or experimenting with new radios, we strive to become the best in the industry.

B. Management Approach

DLT&V recognizes not only that quality results are expected, but that they must be delivered on or ahead of schedule and on or under budget. That is why maintaining appropriate schedule and cost controls is a major focus and priority of our Project Manager. As just one example of our commitment in this regard, we have successfully delivered over 100 successful projects statewide for one client over the last six years on-time and within budget.

Our understanding of the project, based on our vast experience in providing similar services to other water and wastewater utilities is that a major purpose of such a contract is risk management. Ultimately, the fewer people and companies that have extensive access to your SCADA system the more secure it is. We believe that DLT&V provides the City of Avondale with the lowest risk and highest value solution because:

1) DLT&V has a successful, long-term working relationship with the City. We have assisted Avondale in establishing long-range SCADA plans and system standards. We have worked extensively at the City's facilities and we have extensive experience coordinating with Avondale staff.
2) DLT&V maintains a local office with more local, professionally registered electrical engineers and certified programmers than any other system integrator in Arizona. All staffing for this project is local.
3) Because of our specialization and expertise in control systems engineering and integration for the water/ wastewater industry, the availability of our local resources, and our reputation as a trusted partner on municipal projects, firms such as Carollo, Black & Veatch, HDR, and CH2M Hill, among others, utilize DLT&V for design and programming work. This is simply one more illustration that DLT&V is highly qualified to perform the necessary tasks for this project.

DLT&V currently supports multiple clients both locally and outside the Phoenix Metro area. We have years of experience developing, testing, debugging and troubleshooting PLC, OIT, and HMI programs. We have demonstrated on many occasions our knowledge of troubleshooting hardware, software, communications and wiring. We assist clients with startups, upgrades, and modifications of water and wastewater plant RTU and SCADA software and hardware on a regular basis and some of our programmers are licensed operators for both water and wastewater treatment. Based on our vast experience, we are able to understand, and often anticipate, our clients' support and training needs. Our programmers have been trained, and in many cases hold one or more certifications, in the following technical areas:

- Wonderware System Platform, InTouch, Historian and I/O Servers
- RS Logix
- Allen-Bradley hardware
- Microsoft Systems, Application development, and Database Administration
- Network configuration and administration
- Radio communications

We propose the following routine preventative measures:

- DLT&V will back up all existing PLC and OIT programs whenever changes are made. HMI programs should be backed-up every two weeks to ensure that historical and alarm data are regularly archived. Whenever backups are made, one copy of the backup will be provided to the City of Avondale, and one set will be maintained at the DLT&V office. This is done to ensure that in the event of a catastrophic failure, a control program is not lost.
- We recommend a bi-monthly review of alarm logs generated by the SCADA system, and investigate alarms that appear to be PLC, hardware or radio related. On this rotation, we would also check the status of UPS batteries and surge protection devices. On a regular schedule, we will connect to each PLC processor and review the health of the PLC. We will investigate the status of analog and discrete signals, looking for potential issues or discrepancies. We will also regularly perform observations and identify the existing system's deficiencies, and recommend system improvements.
- We believe that it is important to maintain the lines of communication between DLT&V and plant operations staff to ensure that their expectations are being met. To accomplish this task, DLT&V will hold regular meetings with City staff, schedule any new activities and do our best to incorporate the feedback we receive into our service plan.

Scheduled Maintenance

1. SCADA Hardware and Instrumentation Maintenance Schedule: To be performed routinely, based on a monthly schedule of preventative maintenance for the term of this agreement. Some tasks such as field instrument calibration may be performed on a staggered schedule so that each instrument is inspected and calibrated every 6-12 months depending on the manufacturers' recommendations. DLT&V will provide reports and identify required repairs.

Task	SCADA Hardware Maintenance Task	Estimated Hours Per Task	Monthly	Bi-monthly	Quarterly	Semi-annual	Annual
1.1	SCADA system radio performance testing to measure RSSI, signal to noise ratio, alarm status, radio operating temperature.	2.0			X		
1.2	Calibration of field instruments such as level, pressure, and flow transmitters, along with chlorine and pH analyzers, and other instruments that require periodic maintenance.	4.0	X				
1.3	Inspection of electrical switchgear and motor controller line and load wiring and terminations for signs of overheating and potential failure.	4.0	X				
1.4	Inspect computer hardware and review Wonderware SCADA system event logs and hard drives for available memory, and fragmentation of files.	1.0	X				
1.5	Check network switches, CAT5e cables, PC cables for power, keyboard, mouse, video, network, and communication for condition and proper installation and protection.	1.0	X				
1.6	Perform system backup of application and data files.	2.0	X				

2. SCADA System Programming Enhancements: On-site service call by a DLT&V Programmer to provide system maintenance and support as described, but not limited to the tasks listed below. These tasks will be performed routinely for the term of this agreement. Additionally, we will provide operator and maintenance staff training on an as needed basis on specific topics that the City requests.

			Frequency and Hours Per Period			
Task	**SCADA System Programming Enhancements**	**Estimated Hours Per Task**	**Monthly**	**Bi-monthly**	**Quarterly**	**Semi-annual**
2.1	Add, modify, or delete HMI screens.	2.0		X		
2.2	Add new features such as trends, event log, alarm log.	1.0		X		
2.3	Add, modify, or delete alarms.	1.0		X		
2.4	Add or modify control logic.	2.0		X		
2.5	Check event log for repetitive and nuisance errors and alarms.	1.0		X		
2.6	Maintain list of SCADA system updates and improvements and train operators on "what's new."	1.0		X		
2.7	Maintain list of patches and software updates for operating systems, HMI, and PLC programming software.	1.0		X		
2.8	Provide continuous training of staff.	1.0		X		

Unscheduled Maintenance

1. Unscheduled maintenance includes the tasks listed in the previous tables, plus troubleshooting and repair of instrumentation, wireless and cabled communication systems, computer networks, and motor control circuits.
2. Response times will vary depending on the priority of the failure.
    a. Emergency-critical priority failures are problems that prevent the process or equipment from running, that may cause an unsafe condition or permit violation, and that require personnel to work overtime. Critical priority failure response time will be within approximately four hours.
    b. Emergency non-critical failures are problems which must be addressed promptly but which do not pose an immediate danger of an unsafe condition or a permit violation. Emergency non-critical support will be provided within 18 hours of notification by City personnel.
    c. Non-critical failures are process problems that can be resolved by the City personnel by switching to a backup or standby system, but that require restoring the lead system to full operation with a reasonable period of time without incurring personnel overtime. Non-critical priority failure response time will be within the next business day.

C. Subcontractor Selection Plan

DLT&V has the necessary resources to handle all of the City's SCADA Support needs. Therefore, we do not anticipate using subcontractors to fulfill our obligations to the City.

D. Subcontractor Participation and Compensation

Not applicable.

Section 2: Firm Organization

A. General Description of Company

DLT&V Systems Engineering is an electrical engineering firm, with operations in Arizona, California, Colorado and Nevada, specializing in industrial facility electrical design and programming. Our clients are primarily municipalities, counties, private utilities, civil engineering firms, and contractors.

Our company was founded on the principle of providing sound and proven, yet innovative electrical design services and control system software solutions to our customers. We have continually raised the bar for quality, service and reliability. Our success is largely due to our commitment to solving our clients' power and control problems. We have become one of the Southwest's most sought after electrical engineering and systems integrations firms, specializing in design, construction, system integration, and support services because of our dedication to our clients. We have worked hard to develop and maintain our reputation as a dependable and prompt partner.

We have completed over 1,000 projects throughout the Southwest, ranging from brief letter reports to large multi-million dollar design and SCADA system integration projects. Our team possesses the knowledge, training and hands-on experience required to meet your electrical and control system design needs. Our engineers and programmers come from varied backgrounds. They learned their craft from years in the field where they worked as electricians, instrument technicians, and programmers. We are capable of handling almost any electrical engineering, controls or programming task.

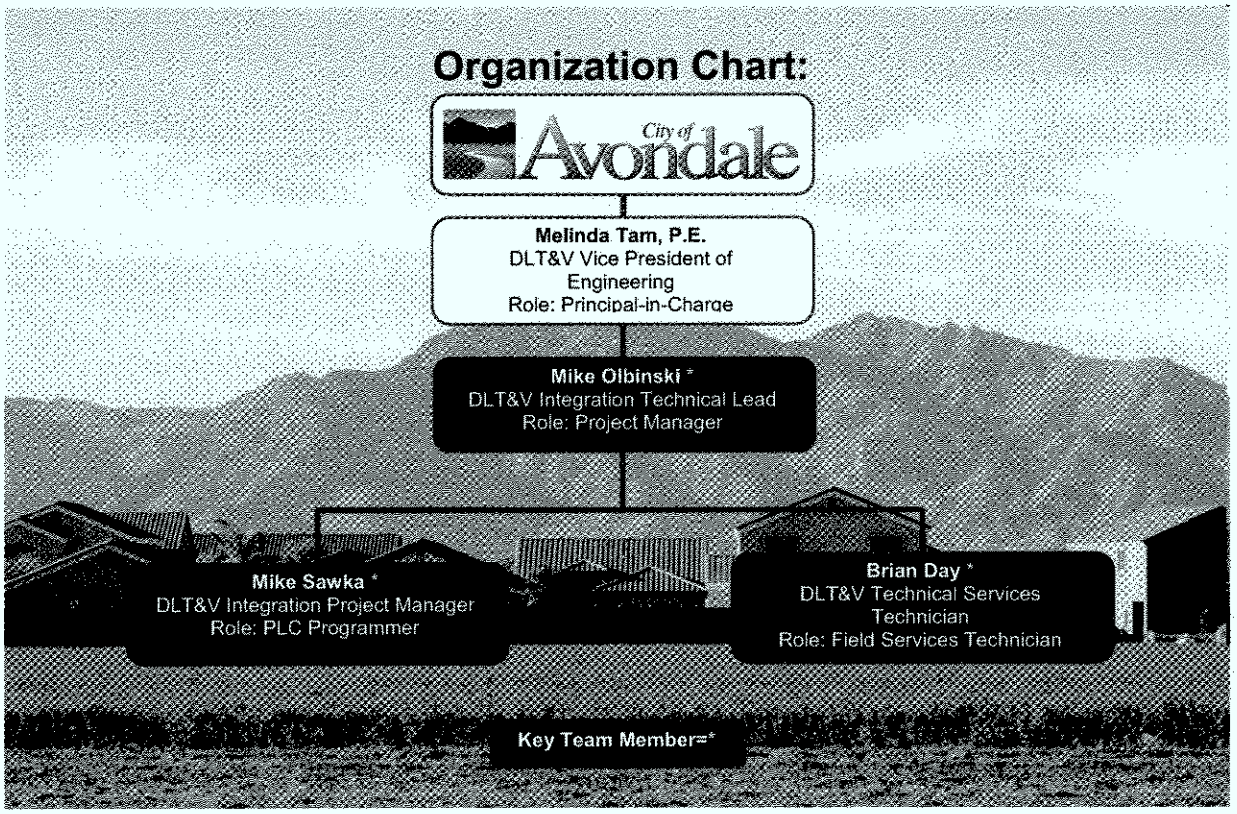
B. Identification Information

Legal name:	DLT&V Systems Engineering, Inc.
Address:	3550 N. Central Avenue, Suite 1900
	Phoenix, AZ 85012
Legal form of firm:	S-Corporation
Contact person:	Ms. Melinda Tam, P.E.
	(602) 266-4658 x105
	mtam@dltvse.com

C. Principal Office & Local Office

Our Phoenix office is both the Principal and Local office for this proposal. The address can be found above, in Section 2 part B.

D. Organization Chart



E. Organizational Structure

The management personnel identified for this project are four engineers and integrators with over 67 combined years of electrical and control systems engineering experience, or an average of over 16 years per team member. DLT&V maintains a local engineering office with local, professionally registered electrical engineers and certified programmers. We pride ourselves on the number of our professionals who carry water/wastewater operator certifications, providing an unmatched user-perspective in our approach and project implementation. Detailed resumes of key team members can be found in Section 3.

Ms. Melinda Tam, P.E. – Principal-in-Charge

Ms. Tam has over 20 years of experience in electrical, instrumentation, and control engineering for industrial facilities. She has significant experience in process control and instrumentation design, with intimate understanding of these requirements for many municipalities. She also has experience in power distribution systems, lighting systems, construction field support, programmable logic controller systems, and startup assistance.

Mr. Mike Olbinski – Project Manager

Mr. Olbinski is an Integration Technical Lead with 9 years of experience. He has developed several Human Machine Interfaces (HMI), including the graphic design, scripting, and configuring of hardware and/or software. He is proficient in Wonderware In-Touch and Intellution's Fix DMACS. Mr. Olbinski is currently developing Project Management skills while serving as an Integration Technical Lead.

Mr. Mike Sawka – PLC Programmer

Mr. Sawka has over 13 years of experience in electrical distribution, instrumentation, process control, motor control, SCADA, networking, construction field support, programmable logic controller systems, startup assistance, and troubleshooting. In addition to holding Wonderware IAS certification, Mr. Sawka is a Modicon-certified PLC trainer, and has extensive experience with installation and support of Modicon PLCs.

Mr. Brian Day – Field Services Technician

Mr. Day has over 25 years of experience in water and wastewater treatment plant operations and maintenance. He worked for over fourteen years as an instrument technician for the City of Glendale, Arizona and for over thirteen years as a plant maintenance supervisor for the City of Mesa, Arizona. Mr. Day holds current Arizona licenses as a Grade 4 Water Plant Operator, Grade 2 Wastewater Treatment Plant Operator, and Grade 2 Water Distribution Operator.

F. Distribution of Information and Documentation

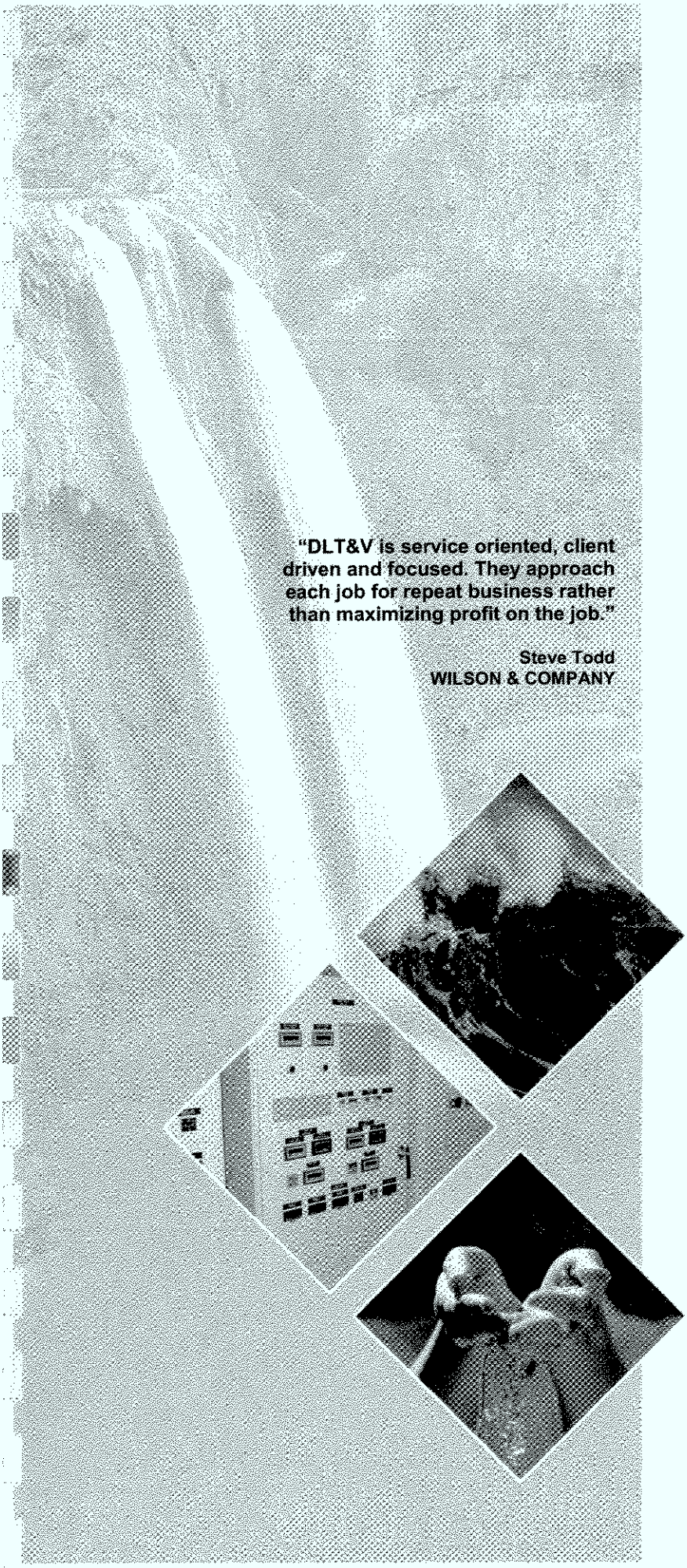
All of the members of our proposed team for this project work out of our Phoenix office. Project-related communication occurs during regular project meetings. Team members also stay in touch through email and cellphone contact.

Our Project Manager, Mr. Mike Olbinski, will serve as the City's point of contact. A cellphone number will be provided to the City's contact for this project, and Mr. Olbinski will respond to all calls in a prompt manner.

G. Past Projects

Our proposed team members have worked together on a number of projects, too numerous to list given the space limitations of this proposal. We have provided a matrix of a few of these projects below:

Project Name	Melinda Tam	Mike Olbinski	Mike Sawka	Brian Day
Casa Grande Water System SCADA Design-Build	X	X	X	
City of Phoenix Computer Control System Conversion Project Management Assistance	X	X		X
Arizona City 2008 Support	X	X		
Gilbert San Tan Vista Water Treatment Plant	X	X		
Bullhead City Design-Build SCADA Replacement	X		X	
Chapparal Water Co. System Completion	X	X		
City of Henderson WRF Expansion	X	X		
Gila River Power Plant Pipeline Communication and Support Services	X		X	



Section 3: Key Personnel Resumes

Mike R. Olbinski

DLT&V Integration Technical Lead
Proposed Avondale Project Manager

Education

- B.S. Information Technology, University of Phoenix, Arizona

Mike Olbinski is an Integration Technical Lead with 9 years of experience. He has developed several Human Machine Interfaces (HMI), including the graphic design, scripting, and configuring of hardware and/or software. He is proficient in Wonderware In-Touch and Intellution's Fix DMACS. Mr. Olbinski is currently developing Project Management skills while serving as an Integration Technical Lead. Prior to working for DLT&V, he designed websites, including layout, graphic design and implementation.

Reference Projects:

Arizona City Sanitary District Support 2008
Arizona City, AZ

Client contact: Susan Versluis, ACSD
(520) 466-5203
Project budget: $125 per hour
Final cost: $13,000
Delivery method: Support on an as-needed basis

DLT&V provided SCADA support to the Arizona City Sanitary District in 2008. Mr. Olbinski served as Project Manager. The contract has been renewed for 2009 and 2010.

San Tan Vista Water Treatment Plant
Gilbert, AZ

Client contact: Gene Walklin, Black & Veatch
(602) 238-6300
Project budget: $460,469
Final cost: $548,742
Delivery method: Programming & integration services

Mr. Olbinski served as HMI Technical Lead and HMI Integrator.

Buckeye Wastewater Treatment Plant
Re-Use Pump Station
Buckeye, AZ

Client contact: Harvey Watkins, Watkins Electric
(623) 877-3255
Project budget: $13,137
Final cost: $13,873
Delivery method: Programming & integration services

Mr. Olbinski served as Project Manager and HMI Designer.

Other Projects:

San Diego County Water Authority (SDCWA) SCADA Integration Services
San Diego, California

DLT&V provided study, design, and implementation services for the SDCWA SCADA system. This included a study to determine the viability of their previous system, design of the system based on the results of the study, and implementation of the design. The SCADA system includes 89 remote sites and controls water delivery to southern California. Mr. Olbinski helped program the SCADA application and developed the graphics used in the new system.

City of Henderson SCADA
Henderson, Nevada

Mr. Olbinski helped manage a project for the City of Henderson, Nevada, involving the CRISP SCADA system. He developed screen designs and tag database from PID drawings for the system. He was in charge of directing and training a small team to learn CRISP, draw the graphics and link the screen elements to tags in the database.

Orange County Sanitation District Support Services
Orange County, California

The SCADA system consists of redundant CRISP servers, one set per plant, with CRISP workstations throughout the plant. Control is provided by Modicon Quantum PLCs communicated to with a redundant Modbus+ network. DLT&V was hired by the system vendor to provide the services necessary for a successful Factory Acceptance Test. This consisted of developing the test script, insuring that the system was appropriately configured for a successful test and performing the test with personnel from the Districts. DLT&V was also involved in installation and commissioning of the system at the Districts' Plant.

Michael Sawka

DLT&V Integration Project Manager
Proposed Avondale PLC Programmer

Education

- B.S. Industrial Engineering, Arizona State University, Tempe, Arizona
- EPEC Gold Graduate – Two-year Electrician's Apprentice Program

Professional Affiliation

- Instrumentation Society of America

Mike Sawka has over 13 years of experience in electrical distribution, instrumentation, process control, motor control, SCADA, networking, construction field support, programmable logic controller systems, startup assistance, and troubleshooting. Mr. Sawka has extensive experience with installation and support of Modicon PLCs.

Reference Projects:

SCADA Network Upgrade Phases I and II
Peoria, Arizona

Client contact: Kevin Hughes, City of Peoria
(623) 773-7644
Project budget: $544,691
Final cost: $584,575
Delivery method: Turnkey installation for upgrade of water and wastewater sites from serial to Ethernet radios.
Mr. Sawka served as Integration Project Manager.

Casa Grande Water System SCADA Design Phase II
Casa Grande, Arizona

Client contact: James Wilson, Arizona Water Co.
(480) 982-2201
Project budget: $117,767
Final cost: $120,428
Delivery method: Electrical design and programming for the interfacing of 10 well sites to the Casa Grande/Coolidge SCADA system.
Mr. Sawka provided programming services for this project.

Bullhead City Design-Build SCADA Replacement
Bullhead City, Arizona

Client contact: Robert Leuck, City of Bullhead City
(928) 763-0128
Project budget: $76,000
Final cost: Project is ongoing
Delivery method: Design-Build SCADA replacement.
Mr. Sawka is serving as Project Manager.

Other Experience:

Neely Waste Water Reclamation Facility
Gilbert, Arizona

This project increased the capacity of the Wastewater Reclamation Facility for a town that is growing at an average rate of 118% per year. The reclamation facility can treat and reclaim 11 million gallons of water per day for irrigation and lake use. Included in this project was the addition of a water reservoir, and influent pump station. Mr. Sawka worked with Severn Trent Environmental Services, the operating company of the plant, and the Town employees to design a transitional plan to go from a MB+ network with older Modicon Compact PLCs to a new self healing fiber optic Ethernet ring with Quantum PLCs.
The Wonderware based SCADA system was also updated to the newest version and to communicate over the new FO network. This project required that the construction be done in phases so that no downtime of the facility would occur. The PLC systems were brought up one at a time after the FO network was in place and communicating to both the PLCs and the SCADA. A wireless Ethernet network was also installed for the convenience of plant personnel. The plant maintenance workers and operators use hand held and laptop computers to remotely access the plants control system when not in the control room.

Cholla Water Treatment Sludge Dewatering Facility
Glendale, Arizona

Mr. Sawka worked with engineers and City employees to design the PLC system and MB+ network for the Sludge Dewatering Facility. Communication from the PLCs to the main plant's SCADA was achieved over a fiber optic MB+ network. He worked with engineers and contractors as part of the installation and commissioning teams to insure correct installation of the control system.

West Area Water Reclamation Facility
Glendale, Arizona

The Glendale West Area Water Reclamation Facility was a 17-month, $31-million project to expand the Glendale, Arizona West Area Water Reclamation Facility (GWAWRF). Mr. Sawka worked with engineers at Malcolm Pirnie, Inc in designing the fiber optic Ethernet network that the PLCs would communicate over. This redundant fiber ring allowed over a dozen of PLCs to communicate with the plants SCADA system. The PLCs also had a MB+ network that allowed for communication to dozens of control valves. As part of the implementation team, he directed installation, startup and troubleshooting efforts.

NW Water Reclamation Plant Expansion
Mesa, Arizona

The City of Mesa's South East Water Reclamation Pant is a state-of-the-art facility that has an 8-million gallon per day treatment capacity. Treatment includes screening, grinding, sedimentation, organics removal, nutrient removal, filtration, clarification, and disinfection. The effluent from this plant is used for golf course landscape irrigation, pond replenishment, and agricultural irrigation. Mr. Sawka worked with engineers and City employees to design, purchase, install and commission the hot standby PLC systems, fiber optic Ethernet network, SCADA, operator interface terminals, motor control, and instrumentation components on this project.

The City's plan to expand this plant included replacing the older stand alone PLCs with new Hot Standby processors communicating through a high speed fiber optic self healing ring backbone to the plant's other PLCs and SCADA system. They also wanted to retain the existing I/O to limit cost and downtime. Mr. Sawka design team created the changeover plan to allow a seamless transition from old to new system.

Greenfield Regional Water Reclamation Plant
Gilbert, Mesa, and Queen Creek, Arizona

Because of growing demand it was determined that a regional solids handling facility needed to be constructed to handle solid waste. This facility, originally constructed as a lift station, was updated during this phase to a 16 MGD water reclamation plant complete with solids handling. The plant final capacity will be over 40 MGD. The plant treats sewage from southeast Mesa, the southeast portion of the Town of Gilbert, and all of the Town of Queen Creek.

Mr. Sawka was the Project Manager for all of the electrical distribution, instrumentation and controls part of the plant. Prior to the start of construction he also coordinated with City employees and engineers in the design of the plants SCADA, fiber optic Ethernet network, I&C and PLC systems. During the construction phase he was onsite for two years overseeing all planning, purchasing, installation, and commissioning of the electrical and control systems. A new high voltage sub station was installed under his direction as well as medium and low voltage transformers and transfer switches. Over 30 VFDs were connected to the plant's control system via a MB+ network. Dozens of control panels, most with PLCs in them, were installed and commissioned along with the plant's SCADA system. Mr. Sawka oversaw the purchasing, installation, and commissioning of all plant instrumentation. He developed startup plans for each of the plant's systems he was in charge of that coordinated to the general contractor's project timeline.

Brian Day

DLT&V Technical Services Staff Technician
Proposed Avondale Field Services Technician

Education

- Associate Degree, Electronics Technology, Glendale Community College, Glendale, AZ
- Certified Public Manager's Program, Arizona State University, Tempe, AZ

Professional Affiliations

- AWWA – American Water Works Association
- AWPCA – Arizona Water and Pollution Controls Association
- Instrument Society of America

Mr. Day has over 25 years of experience in water and wastewater treatment plant operations and maintenance. He worked for over fourteen years as an instrument technician for the City of Glendale, Arizona and for over thirteen years as a plant maintenance supervisor for the City of Mesa, Arizona. Brian holds current Arizona licenses as a Grade 4 Water Plant Operator, Grade 2 Wastewater Treatment Plant Operator, and Grade 2 Water Distribution Operator. He is a member of the Instrument Society of America, the American Water Works Association and the Arizona Water and Pollution Controls Association.

Mr. Day was also responsible for leading the Water Operator I Training for DLT&V Engineering and Integration staff. Through this training, DLT&V was able to certify some of its staff as Level 1 Water Operators.

Reference Projects:

City of Phoenix Computer Control System Conversion Project Management Assistance
Phoenix, Arizona

Client contact: Ed Graham, City of Phoenix
(602) 534-3881
Project budget: $717,610
Final cost: Project is ongoing
Delivery method: DLT&V is providing project management assistance to upgrade the existing computer control systems at the City of Phoenix Water and Wastewater facilities.
Mr. Day serves as Project Manager.

ed.graham@phoenix.gov

ACWWA Preventative Maintenance Support Services
Centennial, Colorado

MSG 4:08pm

Client contact: Gary Atkin, ACWWA
(303) 790-4830
Project budget: $20,000
Final cost: $20,000
Delivery method: Preventive maintenance services.
Mr. Day provided programming services for this project.

Other experience:

CAP Water Treatment Plant
Mesa, Arizona

Mr. Day was previously employed by the City of Mesa as a Water Plant Maintenance Supervisor for the CAP Water Treatment Plant. He was responsible for direct improvement projects for the plant, specifying variable frequency drives and writing RFQs and RFPs. Mr. Day was directly involved in the design and construction of a 24 MGD expansion. His other responsibilities included establishing and maintaining a direct computerized maintenance management program for all plant equipment. Mr. Day was a key player in the asset management program to establish critical components in the process for planned replacement with the City's Financial Division.

City of Glendale Utilities Department
Glendale, Arizona

Mr. Day was previously employed by the City of Glendale as a Water Plant Instrumentation Technician. He maintained electrical and instrumentation systems at 2 water treatment plants, 1 wastewater treatment plant, 15 wells, and 3 sewage lift stations, along with the telemetry system to all above sites. Mr. Day was also responsible for programming and maintaining the supervisory and data acquisition systems (SCADA) for the plants and telemetry system. He upgraded the systems to newer software at all plants. Mr. Day was involved in the design review and construction of SCADA, telemetry and instrumentation at the plants and several of the remote sites. He supervised an assistant instrumentation technician and guided new instrumentation technicians through learning the systems at their hire.

Section 4: SCADA Support Experience

A. Response Times

DLT&V is accustomed to providing 24/7 support to our customers. We offer an emergency 24-hour telephone number. Our emergency support can be reached by dialing our main phone number, 602-266-4658, or 1-888-893-5437. During normal work hours, all calls are intercepted and routed by an operator to the responsible individual. When a call is received outside of normal work hours, a directory is provided of after-hours contact information that automatically connects the caller with the desired individual.

Under "Degradation of Service" circumstances, which include problems that can be overcome by running processes/equipment in local mode or switching to a back-up system, response time by DLT&V will not exceed 18 hours. We offer Emergency-Critical Failure support, which we typically define as follows: priority failures that prevent the process or equipment from running, where there is no backup system or standby system available, may cause an unsafe condition or permit violation, and that requires personnel to work overtime. Critical priority failure response time by DLT&V will not exceed four hours.

Typically, with our clients' approval, we arrange for remote access to their SCADA systems. With this capability, we find that in the vast majority of troubleshooting cases we are able to identify and resolve the problems without the need for a site service call. This type of service saves our clients money, hassle, and potentially service critical downtime.

We strongly recommend to our clients that their preventative maintenance procedures include periodic system reliability assessments. In other words, critical systems should be checked to ensure that (a) they are protected against physical damage and electrical power surges, and (b) the backup or standby systems will operate correctly in the event of primary system failure.

B. Modicon PLC CPUs

DLT&V has provided installation and support services for Modicon PLCs for many years. We have programmers that specialize in the installation, setup, programming, and troubleshooting of Modicon devices. Our team works together as a dedicated support team for the seamless integration of all projects utilizing Modicon systems. Our proposed PLC Programmer for the City of Avondale, Mr. Mike Sawka, is a Modicon-certified PLC trainer.

The following projects are examples of our extensive experience with Modicon PLCs:
Chaparral Water Company, Shea Treatment Plant
Fountain Hills, Arizona
Water treatment and distribution system. A 900MHz radio communications network allows communications between all remote pump stations and reservoirs and allows centralized control of the entire system at the Shea Treatment Plant. Supported PLCs include Modicon Quantum 434-12A and the Modicon Momentum M1 processors. Programming included IEC 61131-6 standard function block along with derived function block (DFB) logic to support custom system functionality.

Entegra Power Company, Gila River Power Station
Gila Bend, Arizona
Data monitoring system for compressed natural gas supply line. The project involved the implementation of Modicon Momentum-based data concentrator and store and forward system for data collection from two CNG providers. PLC based data processing was utilized along with interfacing between multiple data sources and PLC types/protocols. Store and forward system moves CNG data down a 30+ mile radio path where it is collected by a central Modicon Quantum processor for use in the natural gas fired turbine control system.

City of El Mirage
El Mirage, Arizona
Support services include maintenance of existing Modicon Compact E984 and legacy Modicon Micro PLC based well sites, booster stations, and lift station systems. DLT&V provides competent and knowledgeable support for these legacy ladder logic systems originally programmed using Taylor Proworx NxT ladder logic.

Severn-Trent Services , Chandler-Ocotillo Water Reclamation Facility
Chandler, Arizona
Support services include troubleshooting and customer requested modifications of redundant Modicon Quantum 434-12A and Compact E984 PLC based control systems. This support involves legacy ladder logic based systems. Example services include: Addition of an Inter-PLC Modbus Plus communication monitoring system, Addition of logic to preempt and minimize the generation of hydrogen sulfide (H2S) in the odor control systems, Addition of lift station power monitoring and power totalization systems.

C. IEC 61131-3 Programming Standards

DLT&V utilizes only IEC 61131-3 standards for programming and support of all Modicon controllers. All projects utilizing Modicon processors are implemented using IEC standard programming. DLT&V has been active in developing Unity Pro based standardized dynamic function block routines for entities such as Orange County Sanitation District in southern California. The company has also provided on-site support for existing Unity Pro based systems located in Cave Creek, AZ and Peoria, AZ.

D. Wonderware Experience

DLT&V is proud of its distinction as a Wonderware ArchestrA Certified System Integrator; the highest level of certification available from Wonderware. We are one of only three such integrators in the state of Arizona. Furthermore, Wonderware's highest level of recognition is now the Endorsed Systems Integrator (ESI) level. Endorsement requires nomination by Wonderware's regional sales staff, invitation by Wonderware, specific vertical industry capabilities, and a rigorous application and approval process beyond the certification level. DLT&V has been invited to become the Wonderware ESI for the Water and Wastewater industry, and has been granted provisional status, with full Endorsed SI status expected by the end of August 2009. See Appendix III – Wonderware ESI Status Letter.

> ***"DLT&V has by far the most extensive Water / Wastewater expertise and experience with Wonderware of any integrator in Arizona or the Southwest."***
> *Mitch Araman, Western Regional Distributor for Wonderware*

Our engineering team has successfully integrated both Allen-Bradley and Modicon PLC systems with Wonderware HMI for our customers. Consequently, DLT&V has successful experience in PLC systems design, programming, network configuration, implementation and startup on all relevant manufacturer's hardware and software platforms and combinations (along with numerous other hardware/software platform configurations).

E. Field Instrument Calibration Experience

Our proposed Field Technician, Mr. Brian Day, has extensive experience working in the I&C field. His prior experience includes 14 years as an Instrumentation Technician for the City of Glendale, AZ, which covered calibration of differential pressure transmitters, pressure transmitters, level transmitters, flow transmitters, and a variety of on line analyzers for measuring chlorine, pH and fluoride. Mr. Day next worked for the next 14 years at the City of Mesa as a maintenance supervisor for a 48 Million Gallon Water Treatment Plant. While there, he was involved in instrumentation selection for plant expansions, researching new equipment for plant upgrades and providing supervision to mechanical and I & C staff.

Mr. Day has implemented training classes for in house staff at both Glendale and Mesa on instrumentation and controls. He has also attended a number of vendor training courses for Endress & Hauser equipment, Milltronics Ultrasonic Level and Flow Transmitters, Emerson\Rosemount Transmitter training. Mr. Day also attended two week-long training classes on instrumentation and Intellution SCADA systems, and he received training from vendor startup staff for three water plant controls systems and a wastewater treatment plant startup. Mr. Day holds current Arizona licenses as a Grade 4 Water Plant Operator, Grade 2 Wastewater Treatment Plant Operator, and Grade 2 Water Distribution Operator, and is also responsible for DLT&V's internal Operator training program.

Section 5: Capacity

A. JOC Firm's Capacity

DLT&V Systems Engineering employs a staff of 63 personnel, located at our offices in Phoenix, Arizona; Las Vegas, Nevada; Denver, Colorado; and Irvine and Oceanside, California. Our staff consists of 3 partners, 31 integrators (including Integration Project Managers), 13 electrical designers (including Engineering Project Managers), 3 construction services personnel, and 13 administrative support staff. Our volume of work over the last three years averages about $9 million annually. Financial capacity can be defined as the available organizational resources that enable a firm to pursue its work effectively, efficiently, and sustainably. Although financial capacity can be simply defined as a company's ability to absorb debt, this definition is inadequate as it does not provide a concrete figure, but rather one that is governed by other variables such as expectations of future economic conditions. In terms of organizational resource availability, DLT&V is strong. We have healthy credit, we have a contracted work backlog of approximately 12 months, we have recently paid down our credit line with our bank, we have positive cash flow, and we have adequate human and physical resources to successfully complete the work required by the City of Avondale. Although we have bonded projects up to $500,000, our work does not typically require a bond rating or capacity as DLT&V provides professional services and our professional liability insurance provides adequate and appropriate protection for our clients.

B. Technical Capacity

We emphasize the importance of meeting schedules with our management, design team, and site team. We make schedule agreements and commitments early in the planning phase of a project and stick to them. All project activities from conceptual design through post construction and owner operation are scheduled and monitored on scheduling software.

Similarly, accurate budgeting is critical to a successful project. Our team will provide accurate cost data to the City. The budget and costs are tracked on our management information system (MIS), with the capability to provide a detailed breakdown of cost categories by project tasks with associated cost variances. This allows the team to identify areas that need attention to stay within budget at any point during a project. Utilizing our knowledge of competitive bidding processes and budget-tracking systems we will provide the City with maximum value.

DLT&V's experience in all project phases means we can provide more accurate costing information earlier in each project, and provides even greater opportunity for the City to reduce its risk by allowing DLT&V to provide turn-key services. As a result of our extensive experience providing engineering design services, construction services, procurement services, integration services, documentation services and support services, we are able to provide far more accurate opinions of probable cost than companies that do not offer turn-key SCADA project services or that do not have an extensive history providing those services. Our extensive experience providing turn-key solutions and our resulting, accurate costing capabilities further lower the City of Avondale's risks.

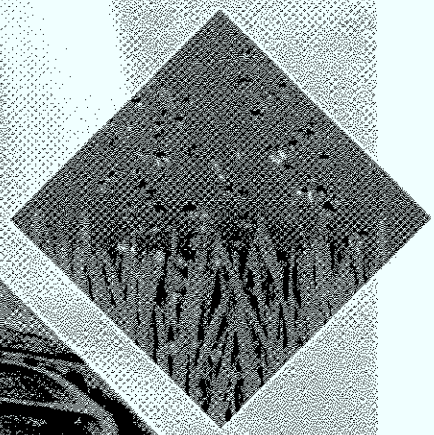
Conclusion

Why should the City of Avondale select DLT&V to provide SCADA Support Services?

- DLT&V has experience with, and extensive knowledge and understanding of, the City's existing facilities, control systems, standards, procedures, and personnel.
- DLT&V has helped the City establish its SCADA standards and plans for the future.
- Our key management team members for this project have an average of over 16 years of industrial and water/wastewater electrical and control system design and integration experience per person.
- DLT&V has the most local, professionally registered engineering and certified programming staff resources available to make this project a success.
- With our Operator Certified personnel, we bring an unmatched user perspective to our work.
- We promote continuous communication and consistently seek feedback to make sure we are meeting your requirements.
- We aim to meet your needs and exceed your expectations!

"Our client recommended DLT&V to help with design and installation of the SCADA system at our large residential development project. They contributed significantly to the project, proving once again their knowledge and expertise of the water and wastewater industry, as well as their ability to keep the project moving forward."

John Keenum
DNB



Appendix I – Firm Information Form

X. ~~JOC~~ FIRM INFORMATION FORM

By sending a Statement of Qualifications, the submitting ~~JOC~~ firm certifies that it has reviewed the administrative information and draft of the ~~JOC~~ Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

DLT&V Systems Engineering, Inc.
~~JOC~~ FIRM SUBMITTING SOQ

860891023
FEDERAL TAX ID NUMBER

Melinda Tam, P.E., Vice President
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

3550 N. Central Ave., Ste. 1900
ADDRESS

(602) 266-4658 (602) 266-4953
TELEPHONE FAX #

Phoenix AZ 85012
CITY STATE ZIP

July 27, 2009
DATE

WEB SITE: www.dltvse.com

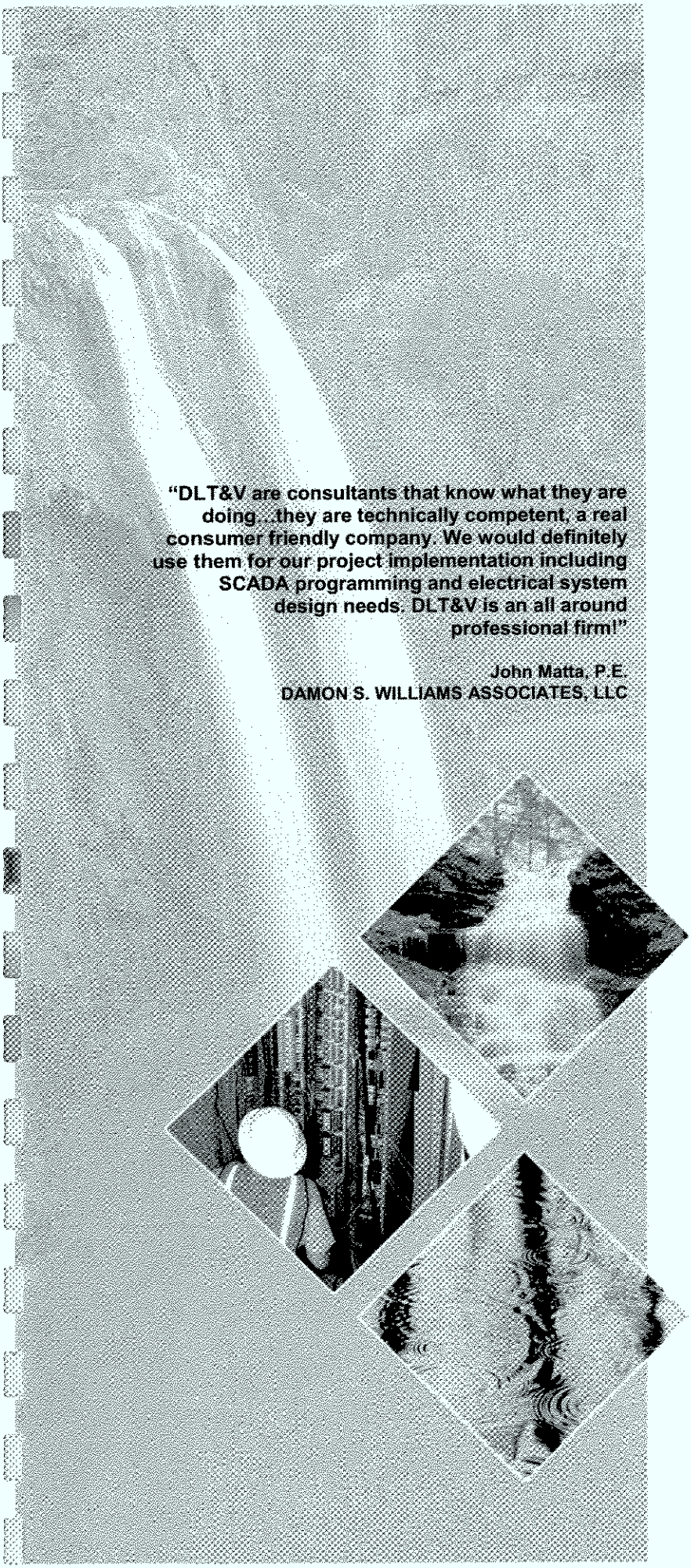
EMAIL ADDRESS: mtam@dltvse.com

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
__X__ 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.



Appendix II – Acknowledgement of Addenda

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR STATEMENTS OF QUALIFICATIONS

SCADA SUPPORT SERVICES
WR 10-002

Addendum No. 1

DLT&V Systems Engineering, Inc., 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.

MTam

Signed, July 27 2009
Date

Melinda Tam, P.E.
Print Name

Vice President
Title

DLT&V Systems Engineering
Company Name

3550 N. Central Ave., Ste. 1900
Address

Phoenix, AZ 85012
City, State, Zip Code

END OF ADDENDUM No. 1

Appendix III – Wonderware ESI Status Letter

invensys
Wonderware
Powering intelligent plant decisions in real time.

DLT&V Systems Engineering
3550 North Central Avenue, Suite 1900
Phoenix, AZ 85012

Attn: Mr. Steve March

27 July 2009

Dear Steve;

The intent of this letter is to recognize that Wonderware has awarded DLT&V **provisional** Wonderware Endorsed Systems Integrator status.

In order for any systems integrator to be considered as a candidate the top tier of Wonderware's System Integrator program they must successfully complete the Endorsed Systems Integrator assessment process. Some of the criteria for this program requires the candidates to have met specific benchmarks regarding their developers certifications on a variety of Wonderware technologies, to successfully complete a detailed written assessment of their Wonderware practice, project management capabilities and technology certifications and finally to be approved by the Wonderware management team.

Wonderware and DLT&V have completed the assessment process; our next step is to review DLT&V assessment to the management team. This review has been delayed due to Wonderware internal scheduling issues, pending final approval your status will move from provisional to full Endorsed SI status. We expect to finalize this review by the end of August 2009.

Sincerely,

Scott Kiser
Director, Wonderware Systems Integrator Programs

Invensys Systems, Inc., 26561 Rancho Parkway South, Lake Forest, California 92630
T 949.727.3200 F 949.727.3270 www.wonderware.com

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DLT&V SYSTEMS ENGINEERING, INC.

[Scope of Work]

See following pages.

SCOPE OF WORK

1. Background. The City's Water Resources Department currently utilizes Supervisory Controls and Data Acquisition (SCADA) at two lift stations, 12 well sites, six Booster Stations and the Water Reclamation Facility. During the term of the Agreement, three more well sites may come on-line and there is a possibility one lift station may be upgraded to include SCADA. All the Water Resources sites utilizing SCADA are contained within the City's 44 square mile corporate boundary. The Water Resource's SCADA system is based on the Wonderware System Platform with 25,000 I/O with Application Server, redundant SCADA terminal servers, historian server and all I/O communications.

2. Scope of Services.

2.1 Consultant shall provide Supervisory Controls and Data Acquisition (SCADA) Services as requested by the City, including, but not limited to: (A) emergency SCADA support services; (B) Programmable Logic Controller (PLC) trouble shooting and programming; (C) Human Machine Interface (HMI) and SCADA trouble shooting; programming and configuration; (D) HMI and PLC system design, testing and configuration; (E) installation of software and patches for HMI and PLC; (F) SCADA alarm trouble shooting and programming; (G) control system and control panel design, installation and start up; (H) preparation and review of design and programming drawings and plans; (I) field equipment calibration; (J) electrical systems and controls trouble shooting and repair; (K) Uninterrupted Power Supply (UPS) testing, trouble shooting, and test results reporting; (L) communications trouble shooting and repair; (M) functional and operational training; and (N) historian reports and trending.

2.2 Consultant shall provide emergency-critical support services within four hours of notification by City personnel. "Emergency-critical" is defined as a problem that prevents the process or equipment from running, which may cause an unsafe condition or permit violation.

2.3 Consultant shall provide emergency-non-critical support services within 18 hours of notification by City personnel. "Emergency-non-critical" is defined as a problem that must be addressed promptly but which does not pose immediate danger of causing an unsafe condition or a permit violation.

2.4 Consultant shall provide a phone number for emergency support service which is answered 24 hours per day, 365 days per year.

2.5 Consultant shall be experienced in the utilization of Unity Pro software, Modicon PLC and Wonderware products.

2.6 Consultant shall follow the City's PLC and HMI standards; a Standards document will be provided to the Consultant following execution of this Agreement.

2.7 Consultant shall document all PLC programming changes, including comments, symbols, and descriptions shall be saved with the logic file and must be internal to

the PLC. Thus, if a program is uploaded, the full documented logic is available. After PLC programming changes, Consultant shall provide to the City, on CD, the new or modified PLC program file and a MS Word document indicating new program or all changes made to the file.

2.8 City shall provide staff input, guidance and evaluation of the Consultant's work and final review and approval of all work products.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DLT&V SYSTEMS ENGINEERING, INC.

[Fee Proposal]

See following page.

DLT&V
SYSTEMS ENGINEERING

DESIGN
CONSTRUCTION
INTEGRATION

3550 NORTH CENTRAL AVENUE ◆ SUITE 1900 ◆ PHOENIX, ARIZONA 85012
VOICE 602.266.4658 ◆ FAX 602.266.4953 ◆ TOLL FREE 888.893.5437

August 20, 2009

City of Avondale
City Clerk
ATTN: Lisa Johnson
11465 West Civic Center Drive, Suite 200
Avondale, AZ 85323

Re: Request for Rate Sheet for SCADA Support Services

Dear Ms. Johnson:

Below you will find the rate sheet you requested for the City of Avondale SCADA Support Services agreement. The list includes the DLT&V personnel that would most likely work on City of Avondale tasks.

The rates below will be good through July 1st, 2010 at which time they are subject to a 3% escalation. This will also occur again on July 1st, 2011.

DLT&V Employee	**Rate per hour**
Steve Gontarz	$140
Mike Sawka	$130
John James	$122
Dee Nichols	$122
Brian Day	$122
Bruce Mayhook	$110
Mike Olbinski	$108
Robert Miller	$90
Shaun Blair	$95
Jesse Wilson	$85

Thank you for your business, and please call me if you have any questions.

Sincerely,

Mike Olbinski
Project Manager/Integration Technical Lead
DLT&V Systems Engineering, Inc.

CITY COUNCIL REPORT

SUBJECT:
Contractor Agreement - Engineering and Environmental Consultants, Inc. to perform National Environmental Policy Act Services

MEETING DATE:
September 21, 2009

TO: Mayor and Council

FROM: Gina Montes, Neigborhood and Family Services Director

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council approve an agreement with Engineering Environmental Consultants, Inc. in the amount of $60,000 to perform National Environmental Policy Act (NEPA) services and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

BACKGROUND:

This contract secures the services necessary to comply with federal, state and local regulations associated with the expenditure of Comunity Development Block Grant (CDBG), HOME, Neighborhood Stabilization Program (NSP) and General funds. The Neighborhood and Family Services Department (NFSD) in conjunction with the Finance Department conducted a Statement of Qualifications process in June and July. Overall Engineering and Environmental Consultants, Inc demonstrated the ability to perform the contract based on qualifications, experience, approach, agency availability and references.

DISCUSSION:

The environmental services secured through this contract will be utilized primarily in the conduct of the City of Avondale's NSP Acquisition/Demolition program. The purpose of the services is to review the impact of individual activities on the environment. Through this process Avondale will inform compliance agencies and the general public about the activities that will be undertaken as well as receive input which may inform or alter implementation.

BUDGETARY IMPACT:

CDBG, HOME and NSP funds have been budgeted for this purpose in the 2009/2010 budget.

RECOMMENDATION:

Staff recommends that City Council enter into a contractor agreement with Engineering and Environmental Consultants, Inc in the amount of $60,000 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:

Click to download

- Contractor Agreement

CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

THIS CONTRACTOR AGREEMENT (this "Agreement") is made as of September 21, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and Engineering and Environmental Consultants, Inc., an Arizona 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, Home Investment Partnership Program ("HOME") funds under Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, and Neighborhood Stabilization Program ("NSP") funds under Title III of the Housing and Economic Recovery Act of 2008, Public Law 110-289.

B. The City is required to comply with federal laws and regulations issued by the U.S. Department of Housing and Urban Development ("HUD") relating to the CDBG program, the HOME program and the NSP program (collectively, the "Programs").

C. The City issued a Request for Qualifications, NFS 10-005 "Compliance and Data Services" (the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications from qualified agencies or community firms, interested in performing NEPA environmental reviews, Phase I and Phase II environmental assessments, Labor Standards compliance, residential and commercial property appraisals and Buy American compliance and data management services.

D. The Contractor responded to the RFQ, attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with Contractor to provide NEPA environmental review services (the "Services").

E. The City wishes to engage the Contractor to provide the Services to the City.

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 for a period of two years until June 30, 2012.

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 $60,000.00 for the Services as set forth in the Payment Schedule, included as part of the Scope of Work attached hereto as Exhibit C.

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 Section 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 $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 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 $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, 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 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 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 be 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 CFR, Part 570, CDBG, as revised, (e) the provisions of 24 CFR 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 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 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.

14.9 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.

14.10 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 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.

14.11 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 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.

14.14 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 Contractor: Engineering and Environmental Consultants, Inc.
7878 North 16th Street, Suite 140
Phoenix, Arizona 85020
Facsimile: (602) 248-7851
Attn: John P. Burton

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 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.

14.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among: the Agreement, the Scope of Work, the Payment Schedules, 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 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement.

15.2 Notice of Reporting Regulations and Requirements. Contractor acknowledges that the City shall report monthly on all program income as defined at 24 CFR 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 CFR

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 90 days after report by the City.

15.4 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 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 15.5 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 (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 15.5 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

15.5 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

15.6 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 Payment Schedule and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Contractor (reimbursement).

17. Personnel and Participant Conditions.

17.1 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.

17.2 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 17.1, Civil Rights and 17.2, Women and Minority Owned Business Enterprises, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its Contractors or subcontracts.

17.3 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 CFR 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 CFR 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 CFR 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.

17.4 Conduct.

a. Subcontracts. In addition to the requirements of subsection 14.8, 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 Subsection 17.4(b)(1) above.

(4) Notifying the employee in the statement required by Subsection 17.4(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 Subsection 17.4(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 Subsection 17.4(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 Subsection 17.4(b)(1), (2), (3) (4), (5) and (6).

18. 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.

19. Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

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

"**City**"	"**Contractor**"
CITY OF AVONDALE, an Arizona municipal corporation	ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC., an Arizona corporation
_____	By:_____
Marie Lopez Rogers, Mayor	
ATTEST:	Name:_____
_____	Title:_____
Carmen Martinez, City Clerk	

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC., an Arizona 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
ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR COMPLIANCE AND DATA SERVICES

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

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	NFS 10-005
Solicitation Title:	COMPLIANCE AND DATA SERVICES
Release Date:	**June 30, 2009**
Final Date for Inquiries	**July 16, 2009**
MANDATORY Pre-Submittal Conference:	**July 08, 2009** **2:00 P.M.** (local time, Phoenix, Arizona) City of Avondale Civic Center Sonoran Conference Room 11465 West Civic Center Drive Avondale, Arizona 85323
SOQ Deadline:	July 30, 2009 3:00 P.M. (local time, Phoenix, Arizona)
Target City Council Award Date:	**September 30, 2009**
City Representatives:	**Andrew Rael arael@avondale.org 623-333-2715** **Loretta Browning lbrowning@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") is issuing this Request for Statements of Qualification ("RFQ") seeking a Vendor who will enter into a contract with the City to perform duties necessary to comply with federal laws and regulations issued by the U.S. Department of Housing and Urban Development ("HUD") pertaining to the use of Community Development Block Grant ("CDBG") funds, Home Investment Partnership Program (HOME) funds and Neighborhood Stabilization ("NSP") funds (the "Services").

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

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**, (NFS 10-005) Compliance and Data Services**, 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 for 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 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. 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 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 three (3) business days following the Pre-Submittal Conference, answers to all questions received in writing at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained a RFQ package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the final date for inquiries listed on the cover of this RFQ.

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

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

7. Confidential Information. Vendors are requested not to include confidential information in the SOQ submittal. If a Vendor believes that a SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

8. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the SOQ. Corporations, limited liability companies and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission or the Arizona Secretary of State, as the case may be.

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

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

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

9.3 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

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

9.5 Contractor Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Contractor Agreement including the Scope of Work and other exhibits.

10. Award of Agreement.

10.1 Evaluation. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule on the cover page of this RFQ. The Selection Committee will create a final ranking of the Vendors based upon its evaluation of (i) the SOQ, (ii) information provided by references and (iii) criteria outlined in this RFQ. The Selection Committee will enter into negotiations with the highest scoring Vendor from the final list. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is

included with this RFQ. If the City is unsuccessful in negotiating an Agreement with the highest-scoring firm, the City may then negotiate with the second, then third, highest-scoring firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

10.2 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all SOQs or portions thereof and (iii) reissue an RFQ.

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

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

II. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

Upon receipt of an SOQ, each submittal will be reviewed for compliance with the submittal requirements by the Selection Committee. SOQs shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award.

Section 1: General Information 5 pts

a. One page cover letter as described in Section I, 2.3. The letter shall also clearly state that the Vendor shall certify and agree not to discriminate against any employee or person who is employed or compensated in whole or in part using funds under the Contractor Agreement because of race, color, creed, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status, or AIDS or HIV status.

b. Provide a general description and information of the Vendor that is proposing to provide the required Services, including the number of years in business.

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 Vendor is a wholly owned subsidiary of another company, identify the parent company. Provide the name(s) of the person(s) authorized to make representations for or on behalf of the Vendor, his/her/their title(s), address(es), telephone/fax number(s) and e-mail address(es).

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

e. Provide the completed Vendor Information Form attached as a separate appendix. See Section III of this RFP.

Section 2: Experience; References 25 pts

a. Provide a description of CDBG, HOME and NSP programs, or other federal programs with which the Vendor has been involved within the last three (3) years. Provide a description of Real Estate Data services the Vendor has been involved with in the last three years. Provide descriptions of at least three (3) similar successful projects for organizations or municipalities of the same size as, or larger than, the City, conducted within the last three (3) years. As references for each project, provide, at a minimum, the following: (1) name of company or organization (2) contact name, contact address, telephone number and email address and (4) brief description of services provided. The above information must be current, as this will be used to verify references. The City's inability to verify the reference information provided in the SOQ shall result in the Vendor's disqualification.

b. Demonstrate fiscal responsibility by providing a recent (within 2 (two) years) annual audited financial statements.

Section 3: Qualifications and Experience of Team 25 pts

a. Demonstrate the Vendor has sufficient staff resources and expertise to provide service in the context of its current workload. Provide an organizational chart showing key personnel, including an identified Project Manager, to be involved in this project.

b. Identify each person who will render the Services to the City, including each person's name, title and relevant experience. Include senior members of the Vendor's firm/agency/collaboration only from the perspective their roles would be in providing the Services to the City. Attach a brief (two page maximum) resume for each person. Specify level of participation, if any, in the projects identified in the Experience; References section. Resumes may be attached as a separate appendix.

Section 4: Vendor Availability 20 pts

a. Submit a listing of all current ongoing projects with similar programs.

b. Indicate the total number of staff dedicated to existing programs and the prospective Services for the City's program.

Section 5: Project Understanding and Approach 25 pts

a. Vendor shall describe its proposed services as related to the Scope of Work in the Contractor Agreement.

b. Vendor shall provide a summary of its services and its understanding of issues involved in providing real estate data and compliance services.

Total Possible Points for SOQ Submittal: 100 pts

[The remainder of this page intentionally left blank.]

III. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the 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: _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESSES ENTERPRISES AND LABOR SURPLUS AREA FIRMS (check appropriate item):

_____ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Labor Surplus Area Firms (LSAF)

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.

IV. CONTRACTOR AGREEMENT BETWEEN THE CITY OF AVONDALE AND

_____

THIS CONTRACTOR AGREEMENT (this "Agreement") is made as of _____ _____, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and _____, a(n) _____ (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, Home Investment Partnership Program ("HOME") funds under Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, and Neighborhood Stabilization Program ("NSP") funds under Title III of the Housing and Economic Recovery Act of 2008, Public Law 110-289.

B. The City is required to comply with federal laws and regulations issued by the U.S. Department of Housing and Urban Development ("HUD") relating to the CDBG program, the HOME program and the NSP program (collectively, the "Programs").

C. The City desires to engage the Contractor to perform various functions necessary for the City to be in compliance with federal laws and regulations pertaining to the Programs.

D. The City issued a Request for Qualifications, NFS 10-005 "Compliance and Data Services" (the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications from qualified agencies or community firms, interested in performing NEPA environmental reviews, Phase I and Phase II environmental assessments, Labor Standards compliance, residential and commercial property appraisals and Buy American compliance and data management services.

E. The Contractor responded 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 NEPA environmental reviews, Phase I and Phase II environmental assessments, Labor Standards compliance, residential and commercial property appraisals and Buy American and data management services (the "Services").

F. The City wishes to engage the Contractor to provide the Services to the City.

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 for a period of two years until June 30, 2012.

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 $_____.00 for the Services as set forth in the Payment Schedule, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The City shall pay the Contractor pursuant to Section 17 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 agreement with its subcontractors containing the indemnification provisions set forth in this Section 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 $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 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 $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, 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 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 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 be 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 , and not the City, shall determine the time of its performance of the Services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work as set forth in Section 2 above. 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 CFR, Part 570, CDBG, as revised, (e) the provisions of 24 CFR 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 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 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.

14.9 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.

14.10 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 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.

14.11 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 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.

14.14 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 Contractor: _____
_____
_____
Facsimile:_____
Attn:_____

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 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.

14.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among: the Agreement, the Scope of Work, the Payment Schedules, 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 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement.

15.2 Notice of Reporting Regulations and Requirements. Contractor acknowledges that the City shall report monthly on all program income as defined at 24 CFR 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 CFR 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 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 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 15.5 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 (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 15.5 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

15.5 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

15.6 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 Payment Schedule and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Contractor (reimbursement).

17. Personnel and Participant Conditions.

17.1 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.

17.2 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 17.1, Civil Rights and 17.2, Women and Minority Owned Business Enterprises, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its Contractors or subcontracts.

17.3 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 CFR 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 CFR 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 CFR 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.

17.4 Conduct.

a. Subcontracts. In addition to the requirements of subsection 14.8, 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 17.4(b)(1) above.

(4) Notifying the employee in the statement required by paragraph 17.4(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 17.4(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 17.4(b)(1), (2), (3) (4), (5) and (6).

18. 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.

19. 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.

[The remainder of this page intentionally left blank.]

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

_____,
a(n) _____

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of _____ _____, a(n) _____, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[RFQ]

See following pages.

EXHIBIT B
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[Contractor's Response to the RFQ]

See following pages.

EXHIBIT C
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[Scope of Work]

See following pages.

SCOPE OF WORK

COMPLIANCE AND DATA SERVICES

1. Background. The City of Avondale (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, Home Investment Partnership Program ("HOME") funds under Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, and Neighborhood Stabilization Program ("NSP") funds under Title III of the Housing and Economic Recovery Act of 2008, Public Law 110-289. The City is required to comply with federal laws and regulations issued by the U.S. Department of Housing and Urban Development ("HUD") relating to the CDBG program, the HOME program and the NSP program (collectively, the "Programs").

The City desires to engage a contractor to perform various functions necessary for the City to be in compliance with the federal laws and regulations pertaining to the Programs.

2. Purpose. The City is seeking to enter into a contract with the selected Vendor for the performance of NEPA environmental reviews, Phase I and Phase II environmental assessments, Labor Standards compliance, residential and commercial property appraisals and Buy American compliance and data management services (the "Services").

3. Scope of Work.

The Vendor(s) will complete a variety of tasks necessary to provide data and ensure compliance by the City with federal laws and HUD regulations pertaining to the Programs. The selected Vendor(s) shall provide Services on an intermittent or on-call basis as determined by the City. The following tasks will be performed by the Vendor and are listed by category or activity. The number of projects is an estimate and not a guarantee of the amount of work to be performed if selected.

a. NEPA Environmental Reviews - Completion of environmental reviews in compliance with the National Environmental Policy Act of 1969, as amended and 24 CFR Part 58.

Environmental Reviews	
Type of Review	Approximate #
Level of Environmental Review Determination	20
Rehabilitation Related Appendix A's	20
Statutory Checklists	10
Environmental Assessments	5
Tiered Reviews	3

b. Asbestos Surveys – Completion of asbestos surveys on residential and commercial buildings following the general requirements of the Asbestos Hazard Emergency Response Act ("AHERA"). Inspectors will be certified in accordance with

40 CFR 763, AHERA inspection standards and shall follow 29 CFR 1926.1101 with regards to presumed asbestos-containing material ("PACM").

Asbestos Surveys	
Type of Service	Approximate Number
Asbestos Surveys	10

c. Lead Paint Testing - Completion by certified personnel of environmental testing in compliance with 24 CFR Part 35 and 40 CFR part 745, subparts L or Q. Certified means licensed or certified by the State with a lead-based paint certification program authorized by the Environmental Protection Agency ("EPA"), or by the EPA in accordance with 40 CFR part 745, subparts L or Q to perform such activities as risk assessment, lead-based paint inspection, or abatement supervision. Prepare a report listing any hazards identified and acceptable control measures, including interim control and abatement options. Provide rough cost estimates of specific alternatives by building component, including the costs of reevaluation (if applicable). The report should also indicate which control method the owner has chosen to implement (if known). After lead hazard control work has been completed, and clearance established, provide any statements of compliance or other documentation required by Federal, state, or local regulation.

Lead Paint Testing	
Type of Service	Approximate Number
Lead Paint Testing	10
Lead Paint Risk Assessment	10
Interim Controls Measures	10
Clearance Testing	20

d. Phase I Environmental Assessment Reports and Demolition Estimates- Conduct Phase I Environmental Property Assessment according to ASTM E1527-05 requirements to conform to EPA Requirements. Phase I Environmental Assessments include site inspections, risk assessments, database searches, property history and locations of known waste sites. If necessary conduct a Phase II Environmental Site Assessment according to ASTM E1903 involving a more detailed investigation of chemical analysis for hazardous substances and/or petroleum hydrocarbons. The reports should indicate all findings. The Report should also include a cost estimate for abatement and demolition.

Phase I Environmental Assessments	
Type of Service	Approximate Number
Phase I Assessments	10
Phase II Assessments	5

e. Federal Labor Standards Compliance - Provide services necessary to comply with the Davis Bacon Labor Standards Act pursuant to 29 CFR Parts 1,3,5,6,7.

Labor Standards Compliance	
Type of Service	Approximate Number of Contracts
Provide updated contract language	10
Research Prevailing Wage Rates	10
Review and Reconcile Certified Payroll	10
Conduct Worker Interviews in Spanish and English.	10
Summarize Interview Results	10

f. Residential Real Estate Appraisals – Provide real estate appraisals on residential and commercial properties in conformance with applicable federal regulations and review appraisals conducted by other appraisers for conformance with applicable federal regulations. In addition to industry standard appraisal requirements, the City will develop the scope of work and define the appraisal problem. Appraisals will be based on industry standard appraisal requirements, and the HUD Guide for Preparing An Appraisal Scope of Work.

Real Estate Appraisals	
Type of Appraisal	Approximate Number
Residential Appraisals	10
Commercial Appraisals	10
Appraisal Review	20

g. Buy American – Provide services to comply with Section 1605 of the American Recovery and Reinvestment Act of 2009 ("Recovery Act") requires that all iron, steel and manufactured goods used in construction, alteration, repair, or maintenance of a public building or public work project assisted with funds under the Recovery Act must be produced in the United States, with exceptions.

Buy American Compliance	
Type of Service	Approximate Number of Contracts
Outreach to American Providers	2

h. Real Estate Data Services – Provide real estate data and data analysis services related to the City residential market particularly with respect to properties in imminent foreclosure and foreclosed (bank-owned) properties. Service must be online and accessible from a web browser or desktop. Application and data must be provided on an ongoing basis for a period of at least two years. The data must be presented in an

organized and easy to use graphical users interface to enable City users to search and display the Real Estate Data. The Real Estate Data provided for each property must contain at a minimum: 1) owner name; 2) site address; 3) mailing address; 4) property use code & description; 5) parcel Number; 6) date Transferred; 7) price; 8) recording document number; 9) tax rate area code; 10) legal description; 11) building statistics such as building square footage, lot square footage, and year built; 12) sales history that includes owner name, date transferred, recording document number, price. Functionality of the system must include: 1) ability to search by owner name, address, parcel number, land use; 2) ability to export data; 3) ability to search by city-defined neighborhoods; 4) ability to group all properties within the City including those with non-City postal addresses (Assessor's Parcel Numbers will be provided).

The data must be updated in a timely manner, within one week of release of the data from the County's data sales. The City will not be providing the County Assessor database. It is the responsibility of the selected contractor to obtain the data on an ongoing basis.

The City has a modern IT infrastructure. All users of the Vendor's proposed solution will access it via the City's shared Internet connection over an Ethernet network with internal speeds ranging from 10 mb/s to 1 Gb/s. City employees use Intel/AMD Dell computers running windows XP professional SP2+, Microsoft Office 2003/2007, McCaffee Virus Scan. The computer hardware consists of processors with speeds ranging from CPU 2.4 GHz and a minimum of 512 MB of RAM. Each computer maintains 10+ GB of local hard drives space for additional applications. Any proposed solution must operate on this City standard hardware. In the proposed solution the City seeks licensing in five user blocks, without additional "a la carte" charges beyond an initial customization charge. The data services must be available to the City for at least two years.

See the narrative above for a description of the prospective work to be performed.

4. Vendor Staffing. The selected Vendor shall assign the following primary and secondary contact for contract transactions.

Primary Contact:

Secondary Contact:

5. City Staffing. The City will assign the following staff member as the primary contact for contract transactions.

Andrew Rael
CDBG Program Manager
1007 South Third Street
Avondale, Arizona 85323
(623) 333-2715
arael@avondale.org

EXHIBIT D
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[Payment Schedule]

See following page(s).

EXHIBIT B
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

[Contractor's Response to the RFQ]

See following pages.

City of Avondale

Statement of Qualifications for

Compliance and Data Services

NFS 10-005

July 30, 2009

eec

Engineering and Environmental Consultants, Inc.

7878 N. 16th Street, Suite 140 | Phoenix, Arizona 85020 | Tel 602.248.7702 | Fax 602.248.7851

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

July 30, 2009

Re: Statement of Qualifications for NFS 10-005
Compliance and Data Services

Dear Selection Panel:

The City of Avondale (City) is an integral part of Engineering and Environmental Consultants, Inc. (EEC) vision for the future. We understand the City has multiple goals and objectives for this project and we have assembled a team to provide the City with the most competent and experienced team to address the concerns of the City and ensure your specific needs are always a top priority.

Project Team. EEC has worked side by side the City of Avondale (City) on environmental projects and we understand the importance of providing quick response, technical diversity and effective communication to meet the needs of each project. We are a local firm, committed to our Arizona clients. Our reputation and survival depends on our ability to deliver timely, complete, and accurate products time after time. Being sensitive and responsive to our clients needs is what drives us. Our team is highly qualified and committed to the City and its needs.

Value Added. The Scope of Work (SOW) clearly establishes the goals of the project. EEC will provide the City with the absolute best environmental consulting. Some of the benefits of working with EEC on this contract include:

- ≈ Our experience successfully completing task assignments on previous on-call environmental site assessment contracts with the City of Phoenix, City of Glendale and other local public works agencies where the project assignments were similar in scope demonstrates our ability to manage this sort of contract.
- ≈ Our firm is designed to be flexible and adaptable to the City's varied needs and can respond effectively to small and large projects.
- ≈ Our commitment to total client satisfaction ensures the City's projects will be completed on time and within the budget.

EEC certifies and agrees not to discriminate against any employee or person who is employed or compensated in whole or in part using funds under the Contractor Agreement because of race, color, creed, religion, religious, belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status, or AIDS or HIV status.

Our excellent record for employee retention and over 22 year history of successfully completing projects in Arizona will provide the City with consistent and thorough services. We appreciate your consideration for this project and look forward to continuing our successful relationship with your community. If you have any questions related to our proposal, please feel free to contact us at (602) 248-7702.

Respectfully submitted,
Engineering and Environmental Consultants, Inc.

John P. Burton
Project Manager

Michel A. Hulst, RG
Vice President/Director, Environmental Services

III. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Contractor Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Engineering and Environmental Consultants, Inc.	860579251
VENDOR SUBMITTING SOQ	FEDERAL TAX ID NUMBER
Michel A. Hulst, RG, VP/Director, Environmental Services	Michel A. Hulst
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
7878 N. 16th Street, Suite 140	602-248-7702 602-248-7851
ADDRESS	TELEPHONE FAX #
Phoenix AZ 85020	07/28/09
CITY STATE ZIP	DATE
WEB SITE: eec-info.com	EMAIL ADDRESS: mhulst@eecphx.com

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESSES ENTERPRISES AND LABOR SURPLUS AREA FIRMS (check appropriate item):

_____ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Labor Surplus Area Firms (LSAF)

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.

Section 1: General Information

General Information

We believe that our experience on similar projects makes our firm particularly well-qualified to meet the City of Avondale's (City) needs.

EEC is an employee-owned, Arizona corporation that can provide the City with a multidisciplinary team of project managers, geologists, hydrologists, and civil engineers and scientists. Our professional staff has extensive experience working with municipalities to provide consulting services and will ensure the City that you will always have the best personnel for the job. With this experience to draw on, EEC is able to assemble multidisciplinary teams and, in working with our clients, determine the best technical approach. Our firm has been providing environmental consulting services for over 22 years.

Our proposed team is organized to provide the City with a responsive management structure of experienced senior professionals and experienced project managers, supported by over 70 environmental and engineering professionals all located within Arizona. EEC's environmental staff has extensive experience in public and private projects including:

- environmental site assessments (ESAs)
- asbestos and lead-based paint investigations
- biological surveys and management
- cultural resource management
- hazardous waste management
- environmental planning
- environmental sampling
- underground storage tank (UST) investigation and remediation
- feasibility studies
- native plant preservation
- GIS services
- water resource management
- 404 permitting assistance
- National Environmental Policy Act (NEPA) compliance

Legal Organization

EEC was originally established in 1987 under the name Environmental Engineering Consultants, Incorporated. The name was changed to the current configuration, Engineering and Environmental Consultants, Inc. (EEC) in 1999. EEC is an Arizona Corporation (Federal Tax ID #860579251) founded in Tucson, Arizona (4625 E. Fort Lowell Road).

Our current officers are included on the table below. All officers are authorized to make representation on behave of EEC.

Principal/Work Office Location

EEC's principle office is located at 4625 E. Fort Lowell Road, Tucson, Arizona 85712. The local work office for this contract will be our Phoenix office at 7878 N. 16th Street, Suite 140, Phoenix, Arizona 85020. EEC's proposed project manager, John Burton, works in the Phoenix office.

Section 2: Experience; References

Experience

Our project team has successfully completed over 3,500 separate environmental projects for governmental and private sector clients. Our environmental projects have included environmental studies, assessments and compliance audits, hazardous waste management, asbestos and lead investigations, environmental planning,

EEC Current Officers

Name	Title	Address	Phone / Fax / E-mail
Chuck Hollingsworth, PE, RLS	President	4625 E. Fort Lowell Road, Tucson, Arizona 85712	(520) 321-4625/(520) 321-0333 chuckh@eectuc.com
Craig Allison, PE, RLS	Vice President	4625 E. Fort Lowell Road, Tucson, Arizona 85712	(520) 321-4625/(520) 321-0333 callison@eectuc.com
Bill Carroll, PE	Vice President	4625 E. Fort Lowell Road, Tucson, Arizona 85712	(520) 321-4625/(520) 321-0333 bcarroll@eectuc.com
Kenneth Perry, PE	Vice President	4625 E. Fort Lowell Road, Tucson, Arizona 85712	(520) 321-4625/(520) 321-0333 kperry@eectuc.com
Glenn Panaro, PE	Senior Vice President	7878 N. 16th Street, Suite 140, Phoenix, Arizona 85020	(602) 248-7702/(602) 248-7851 gpanaro@eecphx.com
Michel Hulst, RG	Vice President	7878 N. 16th Street, Suite 140, Phoenix, Arizona 85020	(602) 248-7702/(602) 248-7851 mhulst@eecphx.com

environmental sampling, biological and cultural resource studies and impact assessments, site characterization and sampling, soil and groundwater remediation, and UST investigations and remediation.

EEC has established an excellent working relationship with our clients and we are confident that our references will give our team a positive review. Please feel free to contact these clients for whom we have performed a Phase I ESAs in the past year. EEC has also provided similar services to the Cities of Phoenix, Glendale, Avondale and Tucson; Maricopa County; Arizona Department of Transportation (ADOT); Arizona Department of Environmental Quality (ADEQ); Pima County; Luke Air Force Base; Raytheon Missile Systems; and U.S.A.G. Fort Huachuca (Fort Huachuca). Select experience is listed below by requested categories.

NEPA Environmental Assessment (EA)

Florence Military Reservation NEPA EA

CLIENT: AZ DEPT. OF EMERGENCY AND MILITARY AFFAIRS
CONTACT: DAVID LARSEN
5636 E. MCDOWELL RD. M5330, PHOENIX, AZ 85008
(602) 267- 2992 • DAVID.LARSEN@AZDEMA.GOV

EEC is preparing an EA on the potential environmental impacts of the Arizona Army National Guard's (AZARNG) Range Development Plan for the Florence Military Reservation (FMR). Major changes to the range include the addition of helicopter training, convoy defense exercises, Forward Operating Base defense, and infrastructure improvements at several existing ranges.

Craycroft Road, River Road to Sunrise Drive Environmental Assessment Mitigation Report (EAMR)

CLIENT: PIMA COUNTY DEPT. OF TRANSPORTATION
CONTACT: SAL CACCAVALE
201 NORTH STONE AVENUE, 3RD FLOOR, TUCSON, AZ 85701
(520) 740-6364 • SAL.CACCAVALE@DOT.PIMA.GOV

EEC prepared an EAMR for activities associated with widening Craycroft Road. EEC evaluated potential impacts to biological, social, cultural, and air and water quality resources caused by the road widening project. EEC identified potential impacts to cactus ferruginous pygmy owl habitat. EEC's biological evaluation determined the project would likely affect, but not adversely affect, two federally listed species; the cactus ferruginous pygmy owl and the lesser long nosed bat. The EAMR also identified noise impacts to adjacent buildings. The final EAMR included native tree replanting to restore impacted owl habitat. Culverts used to go under the road were made large enough to accommodate people on horseback and wildlife. EEC scientists made numerous appearances at public meetings for the Citizen Advisory Committee presenting potential impacts as well as the planned mitigation measures. This study was the first EAMR in Pima County to follow the new "Environmentally Sensitive Roadway Design Guidelines."

NEPA EA for Impacts of Predator Unmanned Aerial Vehicle (UAV), California

CLIENT: CALIFORNIA AIR NATIONAL GUARD (ANG)
CONTACT: JOHN REED
12 PERKINS DRIVE, PRESCOTT, AZ 86301
(928) 776-9307 • JCMLREED@CABLEONE.NET

EEC prepared an EA of the potential impacts of UAV training at March Air Reserve Base, Southern California Logistics Airport and former El Mirage Air Force Base. The alternatives included several combinations of classroom and UAV lift off and recovery training at the different locations. The project was cancelled by the ANG contracting authority due to internal ANG problems focusing proposed activities into clear alternatives.

Asbestos Surveys and Lead Paint Testing

Phase I ESA, Asbestos Assessment and Lead-Based Paint Survey at 313 E. Hill Drive

CLIENT: CITY OF AVONDALE
CONTACT: RUTH CLARK
1003 S. 3RD STREET, AVONDALE, AZ 85323
(623) 333-2700 • RCLARK@AVONDALE.ORG

EEC completed a Phase I ESA, limited Asbestos survey and lead-based paint survey for 313 E. Hill Drive in Avondale. The assessment included two structures to include a duplex and a triplex residential unit. EEC coordinated with the City project manager, property manager, and tenant to complete this project. EEC identified asbestos containing material and lead-based paint that require abatement prior to demolition activities. The Phase I ESA was completed in accordance with ASTM E 1527-05.

Asbestos & Lead Inspections of 20 Historic Buildings

CLIENT: M3 ENGINEERING & TECHNOLOGY CORP.
CONTACT: DAN NEFF
2440 W. RUTHRAUFF RD, #170, TUCSON, AZ 85705
(520) 293-1488 • M3@M3ENG.COM

EEC performed a comprehensive asbestos inspection of 20 historical buildings to assess the presence of ACM for the renovation and improvement of the building roofs. EEC sampled portions of the building which were to be restored for lead-based paint. Asbestos and Lead Paint Abatement and Removal Specification were prepared detailing the steps required to rid the structures' roofs of all ACMs. Retaining the structures' historic copper gutters and downspouts was achieved when EEC found a special "soft" lead blasting system which would remove the lead paint without damage to the malleable copper parts.

Asbestos & Lead Survey of 110 Houses

CLIENT: CSD ARCHITECTS
CONTACT: JARROD KERNS
432 N 44TH ST # 120 PHOENIX, AZ 85008
(602) 258-3515 • JKERNS@CSDARCHITECTS.COM

EEC conducted an asbestos and lead-based paint test for 110 houses surrounding the Tucson International Airport. EEC provided an assessment and reports identifying buildings materials with asbestos and lead-based paint prior to soundproofing at each structure. EEC worked closely with the architect and Tucson Airport Authority to complete the homes in a timely manner.

On-Call ESAs, Asbestos Surveys and Lead-Based Paint Inspections

CLIENT: CITY OF TUCSON ENVIRONMENTAL SERVICES
CONTACT: LYNNE BIRKINBINE
100 N. STONE AVENUE, 2ND FLOOR
(520) 791-5414 • LYNNE.BIRKINBINE@TUCSONAZ.GOV

EEC has been providing environmental consulting services to the City of Tucson for over seven years. EEC has completed over 25 Phase I ESAs ranging from small commercial properties to various reports on the Rio Nuevo project. A report for the 10,300-acre Bellota Ranch was also completed under this contract prior to the City of Tucson's acquisition. EEC completed a Phase I ESA of the railroad spur in downtown Tucson from the South Tucson city limits to the junction with the main line. Our team also completed dozens of asbestos surveys and lead-based paint surveys on properties were scheduled for demolition.

PHASE I ESAS AND DEMOLITION ESTIMATES

Phase I ESA at 102 and 104 N. 5th Street

CLIENT: CITY OF AVONDALE
CONTACT: CHRIS HAMILTON, PE
11465 W. CIVIC CENTER DR., AVONDALE, AZ 85323
(623) 333-4218 • CHAMILTON@AVONDALE.ORG

EEC completed a Phase I ESA and limited asbestos survey in March 2009. The property included a vacant commercial structure and an occupied residential structure. EEC coordinated with the City project manager, property owner and tenant to complete this project. EEC identified asbestos containing material in both structures that required abatement prior to demolition of the structures. The project was completed within 10 working days as requested by the City's project manager.

Phoenix On-Call ESAs and Biological Surveys (2003 – 2005, 2007 – 2010)

CLIENT: CITY OF PHOENIX
CONTACT: MS. PHYLLIS RETTKE, RG
200 W. WASHINGTON, 7TH FLOOR, PHOENIX, AZ 85003-1611
(602) 594-0091 • PHYLLIS.RETTKE@PHOENIX.GOV

EEC is providing Phase I, II and III ESAs and biological surveys for the City of Phoenix. The contract included Phase I ESAs for the Light Rail, Community Noise Reduction Program, Neighborhood Services and Parks and Recreation Department. EEC completed 63 Phase I and II ESAs for the City. EEC received an average of three to five projects per month for various properties during the Light Rail planning phase.

City of Glendale Phase I and II ESAs On-Call

CLIENT: CITY OF GLENDALE
CONTACT: KATHIE SHOLLY
5850 W. GLENDALE AVE., #315, GLENDALE, AZ 85301-2599
(623) 930-3652 • KSHOLLY@GLENDALEAZ.COM

Most recently, EEC completed a Phase I ESA and limited Phase II ESA in March 2007 for the City of Glendale's five parcels associated with the Glendale Sports Complex. The subject property was historically used as agricultural land and pesticides and herbicides were an issue of concern for the City. EEC conducted soil sampling at known pesticide mixing areas and other suspect areas during completion of the ESA. EEC completed the ESA in a timely manner allowing the City to move forward with construction of the Sports Complex. EEC completed an update to the Phase I ESA in September 2008.

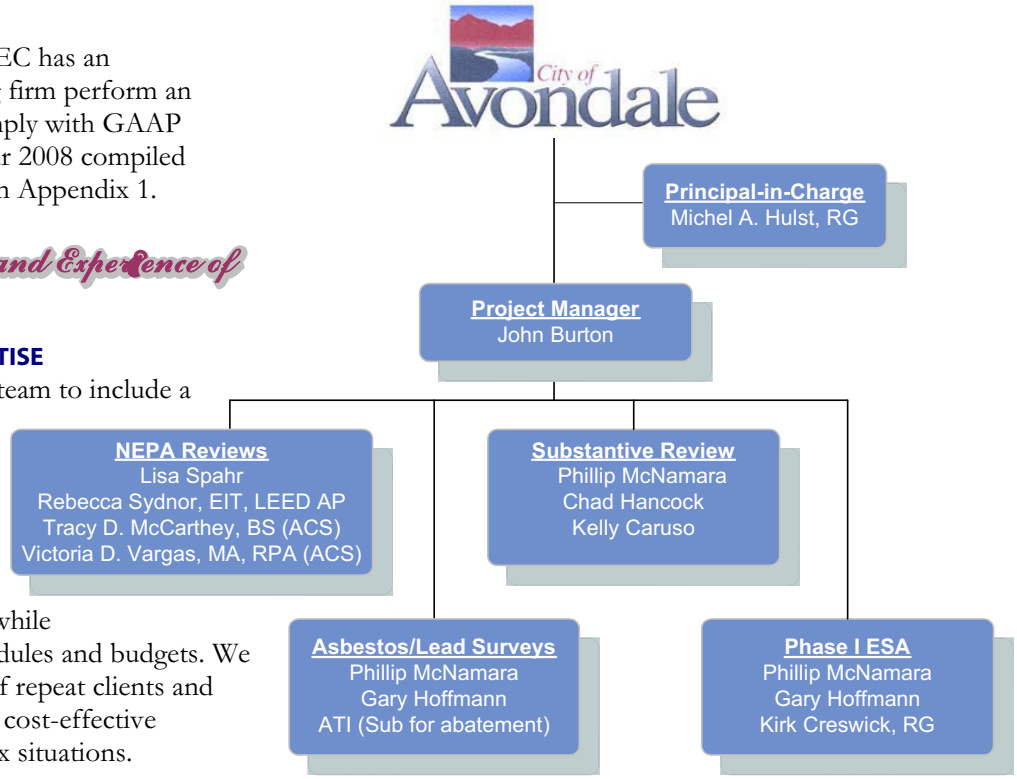
Fiscal Responsibility

As a privately held company, EEC has an independent outside accounting firm perform an annual review to ensure we comply with GAAP requirements. A summary of our 2008 compiled financial statement is included in Appendix 1.

Section 3: Qualifications and Experience of Team

Staff Resources and Expertise

We have organized our project team to include a responsive management structure supported by more than 70 environmental and engineering professionals, all located within Arizona. EEC has earned a reputation for providing high quality services while strictly adhering to project schedules and budgets. We are proud of our high volume of repeat clients and our track record for innovative, cost-effective solutions to a variety of complex situations.



The organizational chart to the right presents our proposed key team members. To ensure we are 100% qualified to provide full services for the areas identified in Section 2 we have selected the sub-consultants for biological, archaeological (ACS) and lead and asbestos abatement (ATI). Our team members have recognized the benefits of teaming and we are confident in our ability, as a team, to deliver this project to your satisfaction.

We have committed John Burton as project manager and the point of contact for this project. Mr. Burton is located in our Phoenix office at7878 North 16th Street, Suite 140, Phoenix, AZ. He can be reached at 602-248-7702 or by email at jburton@eecphx.com.

Key Personnel

Below is a brief description of key team member's qualifications. Two page resumes for each team member is included in Appendix 2. The table on the following page lists levels of participation of key staff with project identified in Section 2.

John P. Burton – Project Manager

B.S./Environmental Science/1996
OSHA 40-Hour HAZWOPER Refresher
PSMJ Project Manager Course
EPA Certified AHERA Building Inspector

Mr. Burton has more than 12 years of experience in environmental site assessment, lead and asbestos assessment, and regulatory compliance. As aproject manager, he will be the primary point of contact with final responsibility for scope, schedule, and budget on all task assignments. He has been a project manager on contracts for the City of Phoenix, Arizona Department of Transportation, and the US Army Garrison at Fort Huachuca. Mr. Burton is a former compliance officer and hydrologist for ADEQ and has extensive knowledge of ADEQ and federal statutes and regulations.

Michel A. Hulst – Principal and QA/QC

B.S./Environmental Geology/1993
PC Apps. of Groundwater Modeling and GIS/1999
Registered Geologist/Arizona/#37750

Mr. Hulst has more than 19 years of experience in environmental/engineering consulting. He is EEC's Environmental Department Director. As the principal in charge, Mr. Hulst will ensure that all necessary personnel and resources are available for this contract with the City. He has managed projects and work assignments for groundwater investigations and remedial actions in Water Quality Assurance Revolving Fund (WQARF) areas, Federal Superfund Site remediation, UST investigations, Aquifer Protection Permit (APP) investigations, landfill gas monitoring, and contaminated soil investigations at various industrial, commercial and agricultural sites. Mr. Hulst will also provide backup to Mr. Burton, the project manager, as the City's point of contact.

KEY PERSONNEL LEVEL OF PARTICIPATION IN PROJECTS										
KEY PERSONNEL	1	2	3	4	5	6	7	8	9	10
John Burton				PM	PM	PM	PM	PM/ET	PM	PM/ET
Michel Hulst, RG	QC		QC		QC	QC	QC	QC	QC	
M. Lisa Spahr	PM	PM	PM	QC			QC		QC	QC
Rebecca Sydnor, EIT	ET		ET							
Kirk Creswick, RG									PM/ET	PM/ET
Phillip McNamara				ET	ET	ET	ET	ET	ET	ET
Gary Hoffmann										
Chad S. Hancock		ET		ET	ET	ET	ET	ET	ET	ET
Kelly Caruso					ET	ET				

KEY	
PM	Project Manager
QC	QA / QC
ET	Environmental Technician

PROJECTS KEY			
NO.	PROJECT	NO.	PROJECT
1	Florence Military Reservation NEPA EA	6	Asbestos & Lead Survey of 55 Homes
2	Craycroft Road, River Road to Sunrise Drive	7	On-Call ESAs, Asbestos Surveys and Lead Based Paint Inspections
3	NEPA EA for UAV, California	8	Phase I ESA at 102 & 104 N 5th Street
4	Phase I ESA, Asbestos & Lead at 313 E. Hill Drive	9	Phoenix On-Call ESA and Biological Surveys
5	Asbestos & Lead Inspections of 20 Historic Buildings	10	City of Glendale Phase I and II ESAs On-call

M. Lisa Spahr – NEPA Reviews & QA/QC

M.A./Hydrology/1986
M.S./Water Resource Management/1986
B.A./Environmental Politics/1983
40-Hour OSHA HAZWOPER
8-Hour OSHA Supervisory

Ms. Spahr is a hydrogeologist with more than 25 years of environmental consulting experience, specializing in environmental planning, permitting and site assessment. She will be the task leader for all environmental planning and NEPA compliance tasks assignments. Ms. Spahr has provided environmental planning services for a wide variety of clients including the Arizona National Guard, US Army, the California Air National Guard, the Tucson Airport Authority, Bureau of Land Management, and several power companies.

Rebecca Sydnor, EIT, LEED AP – NEPA Reviews

B.S./Environmental Engineering/2007
Engineer in Training/AZ/2007
LEED AP

Ms. Sydnor has seven years of professional experience in the areas of civil engineering and environmental compliance. She is an environmental engineer working for both the wastewater and environmental departments at EEC. Ms. Sydnor will work on environmental planning and NEPA compliance projects on the City's contract. As a prior active duty member of the U.S. Coast Guard, Ms. Sydnor conducted environmental compliance examinations of vessels and facilities as well as investigated and supervised the clean up of landside and waterborne pollution incidents. Ms. Sydnor has seven years of professional experience in the areas of civil engineering and environmental compliance. Her regulatory experience consists of AZPDES compliance and planning, NEPA EAs, ESAs, and APPs.

Kirk F. Creswick, RG – Phase I ESAs

M.S./Geohydrology/1996
B.S./Geology/1987
Registered Geologist/Arizona/#32700
40-Hour OSHA HAZWOPER

Mr. Creswick has 19 years of experience in the areas of site assessment, geology, and hydrogeology, with practice in private and regulatory sectors. He will provide the Registered Geologist review and seal for all ESAs. Mr. Creswick is the contract manager for EEC's on call contract providing Phase I, II, and III ESAs and biological services for the City of Phoenix. Mr. Creswick is a former compliance officer, hydrologist and technical advisor for the Arizona Department of Environmental Quality.

Phillip McNamara – Phase I ESAs, Substantive Review, Asbestos/Lead Surveys

B.S./Independent Studies Mathematics/2005
EPA Certified AHERA Building Inspector, 2008
OSHA 24-Hour HAZWOPER
EPA Certified Lead-Based Paint Inspector, 2009

Mr. McNamara has been working on Phase I ESA's and lead and asbestos surveys since he began with EEC in 2008. He will work on ESAS assignments under the City contract. He is knowledgeable in Phase I ESA and has conducted stormwater sampling and

data analyses. He is thoroughly familiar with the procedures for the inspections and practices on a regular basis to ensure compliance with safety standards and government regulations.

Gary Hoffmann – Environmental Specialist

B.S./Geology/1996
40-Hour OSHA HAZWOPER
EPA Method 9 Visible Emissions Certified
AHERA Building Inspector Certified

Mr. Hoffmann has more than 15 years of experience in environmental consulting, specializing in field operations. He will work on ESA under the City's contract. Mr. Hoffman is one of EEC's most experienced site assessors and lead/asbestos inspectors, having conducted assessments and surveys across the state.

Chad S. Hancock – Environmental Technician

B.S./Environmental Science/2000
40-Hour OSHA HAZWOPER
EPA Certified Asbestos Building Inspector
EPA Certified Lead-Based Paint Risk Assessor

Mr. Hancock has more than 8 years of experience and will be responsible for site visits, data research, and report writing for Phase I ESAs; asbestos and lead-based paint surveys; and soil and groundwater monitoring. His experience includes environmental sampling, sample analysis, and data analysis. His Phase II experience includes exploratory boring and soil sampling to identify subsurface contamination at former gasoline service stations, subsurface soil sampling at former dry cleaning facilities, groundwater monitoring at a State Assurance Fund site, and air monitoring and maintenance of remedial systems.

Kelly Caruso – Environmental Technician

40-Hour HAZWOPER
Certified Asbestos Building Inspector
10-Hour OSHA Outreach General Industry

Ms. Caruso will graduate in December 2010 from University of Arizona with a bachelor's degree in environmental engineering with a water resources and hydrology concentration. She has worked for EEC conducting site visits, data research, and report writing for Phase I Environmental Site Assessment; asbestos surveys; and soil and ground water sampling. Her Phase II training includes soil sampling to identify contaminants and groundwater monitoring. Ms. Caruso has a working knowledge of many software applications, including Microsoft Office, specifically Excel spreadsheets for data tracking and evaluation.

Subcontractors

EEC will be using the following sub-contractors:

Archaeological Consulting Services (ACS) is a 31-year-old corporation of the State of Arizona and is certified by the Arizona Unified Certification Program as a woman-owned small business enterprise. ACS is professionally qualified to provide consulting services in cultural resources, environmental studies, paleoenvironmental studies, and GIS applications. Their capabilities include archaeology, biology, and geology makes us unique among smaller environmental firms. EEC and ACS have a long and successful history of teaming on projects for clients including AZARNG and ADEQ. We have a strong, well-established working relationship with ACS that will provide a seamless team structure for the City.

Tracy D. McCarthey, B.S. – NEPA Planner / Senior Biologist

Ms. McCarthey has 19 years of broad wildlife management experience including 10 years with the Arizona Game and Fish Department (AGFD), where she gained extensive experience in coordinating biological issues with federal, state, and tribal governments and reviewing biological assessments and evaluations. At AGFD, Ms. McCarthey was the Field Supervisor for the Arizona Breeding Bird Atlas Project and was the Southwestern Willow Flycatcher Project Coordinator for six years. Ms. McCarthey is the principal permittee on ACS' Threatened and Endangered Species Permit with the U.S. Fish and Wildlife Service (USFWS) and ACS' Scientific Collecting Permit with the AGFD. At ACS, Ms. McCarthey has completed or supervised the completion of several NEPA compliance projects including EAs and Categorical Exclusions.

Victoria D. Vargas, M.A., R.P.A -

Ms. Vargas, has over 19 years experience in historic preservation and cultural resource management experience including historic preservation consulting; historic building surveys; National Register of Historic Places (NRHP) eligibility assessments, nominations, and updates; historic context studies; historic land use and construction histories; Class I and III cultural resource investigations; NRHP eligibility testing, and Phase 1 and Phase 2 data recovery excavations. She is an experienced Principal Investigator for historic preservation, architectural history, and archaeology projects. She meets and exceeds the Secretary of the Interior Standards for Architectural Historians and Archaeological Principal

Investigators and is qualified for permitting on Federal and State lands.

American Technologies, Inc. (ATI) is an environmental restoration company, providing expert remediation services in asbestos, lead-based paint, and decontamination of other hazardous materials. From the immediate identification of waste to the complete removal of noxious materials, ATI ensures that each project concludes with full compliance to current environmental regulations. ATI has the resources to meet projects' critical time frames and cost considerations. All projects are handled with the trademark American Technologies way: quality, dependability, and true pride of craftsmanship.

Section 3: Vendor Availability

Current Ongoing Projects

EEC's Environmental Department has the following current ongoing project similar to this program:

- City of Phoenix Phase I and II ESAs and Biological Survey Annual Services
- City of Tucson Environmental Services On-Call
- Tucson Airport Authority On-Call Services

Dedicated Staff

EEC has the qualified personnel available, ready to begin work immediately upon notice-to-proceed. Furthermore, with the knowledge and level of expertise our team brings specific to this project, there will be no learning curve. EEC's Environmental Department has 11 full time employees all will be available to the City as needed.

Section 4: Understanding / Approach

Proposed Services

EEC would like to provide the following services to the City:

- NEPA Environmental Reviews
- Asbestos Surveys
- Lead-Based Paint Testing
- Phase I ESA Reports and Demolition Estimates

Understanding Summary of Services

Below is a summary and EEC's understanding of issues involved in the services we are proposing to provide services.

NEPA Environmental Reviews

Under the NEPA of 1969, all projects considered for Community Development Block Grant (CDBG) funding must be environmentally reviewed and classified as Exempt, Categorically Excluded, or in need of an EA or Environmental Impact Statement (EIS). EEC understands the City has already identified 58 projects involving CDBG funds that will require environmental review.

EEC will conduct all environmental reviews in accordance with 24 CFR Part 58 and HUD's *Environmental Review Guide for CDBG Programs*, also known as the "Green Book."

Level of Environmental Review Determination

EEC will perform environmental review determinations for City projects to identify the appropriate level of environmental review for each project. The environmental review will assign each project into one of the following environmental classifications:

- Exempt activities
- Categorically excluded activities
- Activities requiring an EA
- Activities requiring an EIS
- Exempt and categorically excluded activities can be found in the NEPA and specific agency rules and policies. If a project is not exempt or excluded, EEC will conduct a preliminary screening of the potential environmental impacts to determine whether the project will likely require an EA or EIS

Rehabilitation-Related Appendix A's

EEC will complete the appropriate rehabilitation related Appendix A for each residential structure proposed for minor rehabilitation and/or acquisition. The information to be researched for completion of the appropriate section and may include:

- Floodplain management
- Coastal zone management
- Historical preservation
- Airport clear zones
- Explosive and flammable operations
- Toxic/hazardous/radioactive materials, contamination, chemicals or gases

Each completed Appendix A will be submitted to the City for signature.

Statutory Checklists

The Statutory Checklist is used to document the determination of the appropriate level of environmental review. It begins with an evaluation of the proposed action as exempt or categorical. The next step compares the activity to compliance thresholds to determine and document the need for an EA. These compliance thresholds include:

- Historic properties
- Floodplain management
- Wetlands protection
- Coastal zone management
- Sole source aquifers
- Farmland protection
- Endangered species
- Wild and scenic rivers
- Air quality
- Noise abatement and control
- Explosive and flammable operations
- Airport clear zones
- Toxic chemicals and radioactive materials
- Environmental justice

EAs

If a project is determined neither exempt nor categorically excluded, EEC will prepare an EA. An EA is designed to provide an understanding of the environmental effects of a proposed action and its alternatives and an assessment of the significance of those effects. If the effects are significant the proposed action may require development of an EIS. If analysis finds no significant effects, then a Finding of No Significant Impact (FNSI), is prepared. A standard EAs includes:

- Purpose and need for action
- Description of the proposed action and alternatives
- Assessment of current condition of the seven major resource categories, including air quality, socioeconomic environment, and community facilities and services
- Evaluation of potential impacts on the resource categories
- Assessment of the significance of the impacts and the extent to which they can be effectively mitigated
- FNSI or recommendation to conduct an EIS

The EA process also includes contact with state, federal and local agencies that may have an interest in the proposed action and a formal public comment process.

Tiered Reviews

Tiering is a procedure for completing the NEPA process in two separate stages, known as tiers. The first tier involves the preparation of an EIS that examines a large land area or a broad set of issues associated with a major federal action that triggers the NEPA process. The second tier generally involves the preparation of several; separate NEPA documents, which could include EISs; EAs; or even Categorical Exclusions for specific projects within the Tier 1 area.

Tiering is also appropriate when there is a need to evaluate a policy or proposal in the early stages of development or when site-specific analysis or mitigation is not currently feasible and a narrower or focused analysis is better done at a later date. The Tier 1 review should identify and evaluate those issues ripe for decision and exclude those issues not relevant to the policy, program or project under consideration. It should also establish the policy, standard or process to be followed in the site-specific Tier 2 reviews.

During the Tier 2 or site-specific review, the findings of the Tier 1 review can be incorporated by reference or merely summarized, avoiding the need to repeat information in several documents.

EEC can use this tiering approach for the City to meet environmental review requirements in areas designated for special focus in local consolidated plans, such as areas designated for CDBGs.

Asbestos Surveys

EEC will perform asbestos surveys on approximately 10 residential or commercial buildings following the general requirements of the Asbestos Hazard Emergency Response Act (AHERA) and 29 CFR 1926.1101 for presumed asbestos-containing material (PACM). EEC has six AHERA-certified inspectors. The AHERA protocol requires interior and exterior accessible spaces of structures to be inspected for the presence of friable and non-friable Asbestos-Containing Materials (ACM).

For each project, EEC will confirm with the City the exact area under investigation and the exact nature of demolition/renovation. This information will be used to identify all materials that will be disturbed or accessed.

After reviewing all existing data including design drawings, as-built drawings, project specifications,

and any existing survey and/or laboratory information, if available, EEC will create a sampling plan based on suspect materials present and requirements of 40 CFR 763.86.

EEC will then perform a comprehensive investigation of these areas to identify suspect materials to be sampled and/or assumed to contain asbestos. Sampling will be non-destructive when possible. EEC will collect bulk samples of suspect materials that will be disturbed and submit them to a certified laboratory for analysis.

EEC will document where ACMs exist and record their exact location, condition and quantity. "Condition" shall include a physical assessment to determine whether or not each asbestos material is "friable." EEC will also document all sampled materials found to be negative for asbestos, including original location, condition, and quantity.

Reports

EEC will provide an asbestos survey report presenting the results of the survey in non-technical language, including an executive summary identifying the findings. Documentation such as field data sheets and photographs will be included in the appendices. The body of the report will include:

- Date(s) of field inspection
- Date of report submittal
- Site address and description
- Building owner including address and contact person
- Description of area surveyed including any exclusions or limitations (be specific)
- Description of building the building systems
- Name(s) of building inspector(s) including certification number, inspectors signature and expiration date
- Approximate age of structures and dates of past renovations
- Laboratory name and accreditation
- Survey methodology
- Asbestos identification process
- Suspect asbestos material location plan
- List of all materials sampled and tested, including test results and date(s) collected
- List of all suspect materials assumed to contain asbestos, specific as to quantity and location of materials
- Identification of the homogeneous areas as surfacing material, thermal system installation, or miscellaneous material and indication of the amount of suspect materials sampled
- Description of the exact locations where each bulk sample is collected and assessment made of friability including reasons for assessment

Hazard Assessment

After the locations of the ACMs have been identified, physical inspection and assessment of these materials are required. EEC will evaluate the potential hazard presented by friable ACM by assessing:

- The likelihood of fiber being released from the asbestos-containing material (assessed by evaluating its current condition and potential for future disturbance, damage or erosion)
- The type of asbestos and the percentage of asbestos in the material
- Friability of the material (cementitious or fibrous)
- Level of accessibility by the building occupants and the maintenance personnel
- Signs of water damage
- How much vibration the material is subjected to under normal operating conditions
- Level of activity in the immediate area
- Presence in an air plenum direct air stream

The report will also classify the ACM into one of the following categories:

- Damaged or significantly damaged thermal system insulation ACM
- Damaged friable surfacing ACM
- Significantly damaged friable surfacing ACM
- Damaged or significantly damaged friable miscellaneous ACM
- ACBM with potential for damage
- ACBM with potential for significant damage
- Any remaining friable ACBM or friable suspected ACBM

Lead-Based Paint Inspections

The Neighborhood Stabilization Plan will be used in areas with high rates of home abandonment and foreclosure. The City will use the grant funding to purchase and redevelop these properties. Prior to demolition or renovation, the City will need to assess the structures for possible lead-based paint. The City has currently identified approximately 10 properties to be acquired that will require lead-based paint inspection, risk assessment, possible interim control measures and/or clearance testing.

EEC has completed hundreds of lead-based paint inspections following the Housing and Urban Development (HUD) requirements in the June 1995 *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* and the 1997 updates to Chapter 7 of the guidelines. HUD defines inspection as a surface-by-surface investigation to determine the presence of lead-based paint. Lead-based paint is defined as paint containing 1.0 milligrams per square centimeter (mg/cm²) or 0.5% by weight. All of the procedures described below are in accordance with the HUD guidelines. EEC has two EPA-certified lead-based paint inspectors and an EPA-certified lead-based paint risk assessor to complete the required inspections.

Inspections

Lead-based paint inspections are generally conducted on vacant buildings planned for demolition or renovation where there are no tenants or owners available to provide a site history. EEC conducts these inspections using an X-Ray Fluorescence (XRF) lead paint analyzer. The XRF is a handheld device that performs rapid, non-destructive testing of lead in paint and provides real time data. EEC follows a seven-step inspection process in accordance with HUD guidelines:

- Develop a list of all unique room, structure and substrate groupings, called "combinations" at the property (such as kitchen-wall-plaster or bedroom-door-wood)
- Select combinations to be tested
- Perform a surface-by-surface investigation of the selected combinations using the XRF (including the calibration check readings)
- Collect and analyze paint-chip samples for selected combinations that cannot be tested with XRF or that had inconclusive XRF results
- Classify XRF and paint-chip results
- Evaluate the work and results to assess the quality of the inspection
- Document all findings in a report including a plain language summary

Paint chip samples, if necessary will be sent to a laboratory accredited under the National Institute of Standards and Technology's (NIST's) National Voluntary Laboratory Accreditation Program. The final report of each inspection will include:

- Housing unit identifier
- Inspection date
- Identity of the inspector, inspection firm, and any relevant certifications
- Building component and room equivalent identification or numbering system or sketches used to identify testing combinations
- All XRF readings (including calibration check readings)
- All paint chip analyses, if required
- Testing protocol used
- Instrument manufacturer, model, serial number, mode(s) of operation and age of radioactive source
- Information on the owner's legal obligation to disclose the inspection results to tenants and/or purchasers
- Final classification of all testing combinations into positive or negative for lead-based paint

The report will be completed within 10 days of completing the inspection.

Risk Assessment

A lead-based paint risk assessment is most often done on occupied properties to determine the presence or absence of lead-based paint hazards and to identify appropriate hazard control measures. The risk assessment process has three main steps:

- Interview the property owner/homeowner about resident use patterns and potential lead hazards
- Perform a visual assessment of the condition of the building and painted surfaces
- Collect samples of deteriorated paint, dust, and soil for lead analysis by a NIST-accredited laboratory

The results of these activities will be reviewed by EEC's EPA certified risk assessor to determine what, if any, control measures are required and the results documented in a final report. The report would include:

- Risk assessor, name and certificate number
- Property owner name, address, and phone number
- Date of report and date of environmental sampling
- List of location and type of identified lead hazards and summary of optional hazard control methods
- Optional management information
- Maintenance/paint condition information
- Building condition

- Brief narrative description of dwelling selection process
- Analysis of previous XRF testing report, if available
- Deteriorated paint sampling results
- Dust sampling results
- Soil sampling results
- Other sampling results
- Items for the lead hazard control plan

Clearance Sampling

Clearance sampling is conducted after lead-based paint abatement has been completed to determine if the work is complete. There are two main phases to a lead-based paint clearance: visual examination and environmental sampling.

During the visual examination, EEC will look for evidence that the interior and exterior surfaces requiring treatment were, in fact, treated and that all leaded dust or debris were removed. There should be no evidence of settled dust following the cleanup effort.

Environmental sampling consists of dust samples collected from specific locations near areas where lead hazard control treatments were completed. The dust samples will be collected in accordance with HUD guidelines and sent to a by a NIST-accredited laboratory. Dust samples will be collected no sooner than one hour after completion of the final cleanup to allow time for airborne leaded dust to settle, as required by HUD guidelines.

If abatement occurs on the exterior portion of a structure, EEC may also collect soil samples for clearance. Clearance findings are typically reported either verbally or in brief letter reports.

Interim Control Measures

Interim control measures are any methods used to control lead hazards for periods less than 20 years. This type of control is usually monitored by clearance testing on a regular basis to verify continued effectiveness. These controls typically consist of encapsulation or enclosure of the lead-based paint. EEC can help the City determine when these methods are appropriate.

Abatement

EEC has teamed with ATI to provide lead-based paint abatement services. Abatement is any method used to stop or control the lead hazard lasting more than 20 years. Abatement can include any or all of the following procedures: encapsulation, enclosure, replacement and removal. ATI is a full-service environmental restoration company and has performed large- and small-scale abatement projects.

Phase I Environmental Site Assessment

Prior to acquiring the properties identified in the Neighborhood Stabilization Plan, the City will need to perform Phase I ESA. We understand the City has identified approximately 10 properties for acquisition.

EEC will perform a Phase I ESA in accordance with the American Society for Testing and Materials (ASTM) E1527-05. The purpose of the Phase I ESA is to identify the condition of a property prior to purchase and to identify the need for additional evaluations and investigations.

Upon receipt of a Notice to Proceed (NTP) from the City, EEC's project manager will direct staff to collect the appropriate information for the subject site. EEC's project manager will immediately request the regulatory database, historical title search (as needed or requested by the City) and other outside records (Maricopa County Environmental Services, City Fire Department, etc.). EEC will procure the needed aerial photographs and land-use maps. Aerial photos prior to 1961 would be obtained online from the Flood Control District of Maricopa County. EEC has utilized these two resources on other Phase Is completed for the City saving time and money. We will only purchase commercially-available historical aerials when all other resources have been exhausted.

A review of building records for the site would also be performed at this time. City directories located at the City of Phoenix Library's Arizona Room will be consulted for historical occupancy records. Sanborn fire insurance maps will be downloaded from the library's online database or reviewed at the State archive.

The site visit will be performed after the database and majority of the outside records have been acquired and reviewed. This enables field assessment of items of concern to be identified in the records and allows the field personnel to evaluate the site from the historical perspective. Historical title reports are typically procured for subject properties. The historic title may indicate that a service station occupied a parcel.

Report Preparation

EEC will use the report format as outlined in ASTM Standard Practice E 1527-05 to prepare the report.

The appendices to the report will include, but not be limited to, the following:

- Maps
- Site photographs
- State and federal databases
- City records
- Maricopa County records
- Aerial photographs
- Zoning and land use
- Sanborn maps
- Historical title report
- User provided information/interview documentation
- Qualifications of EEC staff preparing the report

EEC will prepare and submit two copies (or the number requested) of each report to the City's project manager for review. Each report will be reviewed by one of EEC's senior personnel and corrections made prior to initial submittal to the City. EEC's QA/QC plan includes review for conformance to Phase I report requirements, content, recommendations, correct grammar and spelling and "readability." This review will be performed by EEC personnel who have not worked on the project on a daily basis and capable of providing an unbiased review. A professional geologist or engineer, registered to practice in the State of Arizona, will seal the reports.

EEC's project manager will be the liaison with the City's project manager, responsible for making assignments of EEC's staff, compiling and evaluating information, and determining whether an identified environmental concern is real or perceived. EEC's project manager will also be responsible for documenting recommendations for further evaluation of a specific area, element, or historic feature of a site. In addition, the project manger will oversee compiling the final report. QA/QC review will be provided by a second senior Phase I ESA specialist knowledgeable in the ESA process and who was not involved in the day-to-day contact of the project.

Phase II ESA

EEC will provide a Phase II scope of work when a Phase I ESA recommendation is submitted. The scope of work will be coordinated with the City's project manager. The scope of work will include costs and schedule to complete the work. A cost-effective Phase II investigation generally requires a minimum of 6 weeks to complete. A typical Phase II scope would follow this schedule:

Week 1 – Write a work plan and submit to the City; obtain various registrations and permits; schedule the services of a drilling rig; write a health and safety plan; arrange for street closure, if needed
Week 2 – Acquire well permits; coordinate with laboratory; and acquire needed field equipment
Week 3 – Conduct field work and deliver samples to laboratory
Week 4 – Receipt and review of laboratory results
Week 5 – Prepare and submit draft report to the City
Week 6 – Incorporate required changes and submit final report

Appendix 1

Financial Statement

BFC
BEACHFLEISCHMAN

Board of Directors
Engineering and Environmental Consultants, Inc.
Tucson, Arizona

We have compiled the accompanying balance sheet of Engineering and Environmental Consultants, Inc. as of December 31, 2008, and the related statements of operations, shareholders' equity, and cash flows for the year then ended, and the accompanying supplementary information on page 15, which is presented only for additional analysis purposes, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements and supplementary schedules information that is the representation of management. We have not audited or reviewed the accompanying financial statements and supplementary information and, accordingly, we do not express an opinion or any other form of assurance on them. However, we did become aware of a departure from generally accepted accounting principles that is described in the following paragraph.

As described in Note 1 to the financial statements, U.S. generally accepted accounting principles require that certain variable interest entities be consolidated into the financial statements of their primary beneficiary. Management has not evaluated whether related entities are variable interest entities subject to consolidation and accordingly, the financial statements as presented do not report entities for which consolidation may be required. The effect of the departure, if any, from U.S. generally accepted accounting principles has not been determined.

February 19, 2009

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ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

BALANCE SHEET

DECEMBER 31, 2008
(See Accountants' Compilation Report)

ASSETS

Current assets:	
Cash and cash equivalents	$ 340,948
Accounts receivable, net	2,536,788
Prepaid expenses	81,957
Total current assets	2,959,693
Property and equipment, net	401,073
Other assets	43,602
	$ 3,404,368

LIABILITIES AND SHAREHOLDERS' EQUITY

Current liabilities:	
Current portion of long-term debt	$ 201,389
Accounts payable	108,872
Accrued expenses	496,457
Income taxes payable	13,087
Deferred revenue	249,139
Total current liabilities	1,068,944
Long-term debt, net of current portion	294,510
Deferred income taxes	976,764
Deferred rent	81,694
	1,352,968
Commitments and contingencies	
Shareholders' equity	982,456
	$ 3,404,368

See notes to financial statements.

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

STATEMENT OF OPERATIONS

YEAR ENDED DECEMBER 31, 2008
(See Accountants' Compilation Report)

Revenue	$ 11,838,537
Cost of revenue	5,780,744
Gross profit	6,057,793
Operating expenses	7,211,730
Loss from operations	(1,153,937)
Other income (expense):	
Interest income	962
Miscellaneous	1,359
Interest expense	(51,458)
Gain on disposal of property and equipment	4,812
	(44,325)
Loss before income taxes	(1,198,262)
Income tax benefit (expense):	
Income tax expense	(13,087)
Income tax benefit	256,652
	243,565
Net loss	$ (954,697)

See notes to financial statements.

Appendix 2

Resumes

John P. Burton
PROJECT MANAGER

Background:
Mr. Burton has more than 13 years of experience in environmental site assessment, lead and asbestos assessment, and regulatory compliance. As project manager, he will be the primary point of contact with final responsibility for scope, schedule, and budget on all task assignments. He has been a project manager on contracts for the City of Phoenix, Arizona Department of Transportation, and the US Army Garrison at Fort Huachuca. Mr. Burton is a former compliance officer and hydrologist for ADEQ and has extensive knowledge of ADEQ and federal statutes and regulations.

Project Experience:
Phase I ESA, Asbestos and Lead-Based Survey, City of Avondale. Project Manager. Conducted a Phase I ESA, limited asbestos survey and lead-based paint survey for 313 E. Hill Drive in Avondale. The assessment included two structures to include a duplex and a triplex residential unit. EEC coordinated with the City project manager, property manager, and tenant to complete this project. EEC identified asbestos containing material and lead-based paint that required abatement prior to demolition activities. The Phase I ESA was completed in accordance with ASTM E 1527-05.

Phase I ESA, Asbestos and Lead-Based Survey, City of Avondale. Project Manager. Conducted a Phase I ESA, limited asbestos survey and lead-based paint survey for 102 and 104 North 5th Street in Avondale. The project included the assessment of one vacant commercial building and one occupied residential structure. EEC identified floor tile in each structure that contained asbestos containing material and recommended abatement prior to the City acquiring the properties and demolishing the buildings. This project was completed within 10 business days to maintain the City's schedule for property acquisition.

Phase I ESA: Sports Complex, City of Glendale. Project Manager. Conducted a Phase I ESA and limited Phase II ESA in March 2007 for the City of Glendale's five parcels associated with the Glendale Sports Complex. The subject property was historically used as agricultural land and pesticides and herbicides were an issue of concern for the City. The project included soil sampling at known pesticide mixing areas and other suspect areas during completion of the ESA. The Phase I ESA was completed in a timely manner allowing the City to move forward with construction of the Sports Complex. EEC completed an update to the Phase I ESA in September 2008.

Education
- B.S., Environmental Science, Slippery Rock University of Pennsylvania, 1996

Training
- OSHA 40 Hour HAZWOPER Refresher
- PSMJ Project Manager Course
- EPA Certified AHERA Building Inspector
- EPA Certified Lead-Based Paint Inspector

Affiliations
- Arizona Association of Industries (AAI)
- Environmental Professionals of Arizona (EPAZ)

Various Phase I ESAs; Current and On-Going, City of Phoenix. Project Manager. Conducted over 60 Phase I and II ESAs under contract with the City of Phoenix. This includes Phase I ESAs for the Light Rail Project, Community Noise Reduction Program, and Neighborhood Services and Parks & Recreation Department. The Light Rail Phase I ESAs usually include multiple parcels. As a result, several former gas stations were identified on the subject properties as well as dry cleaners on adjacent facilities. These projects are typically completed in less than 30 days.

Phase I and Phase II ESA, Raytheon. Project Manager. Conducted a Phase I ESA for Raytheon operations located at 9000 South Rita Road, Tucson, AZ. The ESA consisted of four buildings and four exterior aboveground storage tanks (ASTs) that Raytheon leased from IBM. The purpose of this Phase I ESA was to identify recognized environmental conditions in the buildings and AST areas prior to the lease ending. EEC identified various recognized environmental conditions and conducted a Phase II ESA.

Rio Nuevo Phase I ESA, City of Tucson. Project Manager. EEC completed a Phase I ESA for the Rio Nuevo South Landfill, Mission Landfill and "A" Mountain Landfill for the City of Tucson. This ESA was associated with the planned development for portions of the Rio Nuevo South Landfill to include an area of mixed residential use, a Science Center, an Arizona Historical Society, an Arizona Museum, and the Tucson Origins Heritage Park. Additionally, a portion of the subject property near the southeast corner of Mission Road and Mission Lane is to be developed into a public garden called Mission Gardens. EEC identified various recognized environmental conditions to be addressed by the City of Tucson prior to development.

Target Fulfillment Center Phase I ESA, Diamond Ventures. Project Manager. Conducted a Phase I ESA for approximately 99 acres of vacant desert land located at Interstate 10 and Rita Road in Tucson, AZ. The site will be home to a brand new 975,000 square-foot Target.com Fulfillment Center. The new state-of-the-art facility will utilize the latest technology in distribution efficiencies and fulfill on-line orders for the Target Corporation. EEC completed an update to the Phase I ESA in July 2008 which identified the changing conditions to include construction of the facility and improvements to Rita Road.

USAR Environmental Compliance, ADECC. Scientist . Prepared an Environmental Assessment (EA) to describe and evaluate the potential environmental impacts from proposed U.S. Army Reserve Petroleum Exercises (POLEX) at Lemorre Naval Air Station, California. The EA analyzed the potential impacts resulting from fuel training and storage exercises. Key relevant issues included topography and soil impacts; hydrology and water quality impacts; biological resources; and air quality impacts.

Asbestos and Lead-Based Paint Sampling: Happy Jack Ranger Station Demolition, Lowell Observatory. Environmental Specialist. Conducted asbestos and lead-based paint sampling for demolition of the Happy Jack Ranger Station.

Surprise Shooting Ranges Phase I and II ESAs, Maricopa County Risk Management Environmental Division. Environmental Specialist. Provided a Phase I and II Site Assessment of two Surprise Shooting Ranges: Sheriff's shooting range, 21610 N. 167th Avenue, Surprise, Arizona; Peoria Rod and Gun Club, 20798 Cotton Lane, Surprise, Arizona.

Michel A. Hulst, RG

PRINCIPAL-IN-CHARGE AND QA/QC

Background:

Mr. Hulst has over 19 years of experience in environmental/engineering consulting including over 15 years of groundwater experience. He has managed projects and work assignments for groundwater investigations and remedial actions in WQARF areas, Federal Superfund Site Remediation, UST investigations, Aquifer Protection Permitting Investigations, landfill gas monitoring, and contaminated soil investigations at various industrial, commercial and agricultural sites. His responsibilities include groundwater monitoring and assessment, installation of groundwater monitoring wells, soil and water sampling, collection and interpretation of field data, analysis of aquifer tests, and preparation of databases and reports. In addition, Mr. Hulst has significant experience in a variety of projects which required the application of geotechnical concepts and methods.

Mr. Hulst has experience conducting environmental studies and hydrogeologic characterization at mining facilities, including hydrogeologic studies for sitings of tailings dam and heap/dump leach facilities. He has supervised the installation of over 50 monitor wells at mining facilities. Mr. Hulst has prepared, and assisted in the preparation of, Remedial Investigation and Remedial Action Plans, site characterization studies for leaking underground storage tank investigations and EPA Level B, C and D hazardous materials investigations. Additionally, Mr. Hulst's experience includes both surface and groundwater hydrogeology studies, design and execution of aquifer tests, contaminant migration, stream gauging and sampling and permitting. Mr. Hulst's landfill experience includes involvement with geotechnical design, aquifer protection permit investigation, design and installation of groundwater quality monitoring systems and production water wells.

Project Experience:

On-Call Environmental Site Assessments and Biological Surveys, 2003-2005, 2007-2010, City of Phoenix. Principal. Provided environmental support services for the Phase I, II, and III ESAs and biological surveys for endangered and threatened species of flora and fauna on property the City was considering acquiring for the Light Rail Transit Project. Currently, over 60 Phase I and II ESAs have been completed.

As-Needed Environmental Site Assessment Services, City of Glendale. Principal. Managed two ESAs for the City under this current on-call contract including a property with significant environmental issues at a radiator shop/auto repair facility, and a recalcitrant property owner. An ESA for the new spring training stadium was included.

Education

- B.S., Environmental Geology, University of New York at New Paltz, 1993
- PC Applications of Groundwater Modeling and GIS - NGWA Short Course, 1999, San Francisco, CA
- Graduate Course Work in Hydrogeology and Scanning Electron Microscopy

Registrations

- Registered Geologist: Arizona, #37750, 2002

Memberships

- Arizona Hydrological Society, President, 2000-2002
- Society of Metallurgical Engineers (SME) – Environmental Section
- Society of American Military Engineers (SAME)
- Environmental Professionals of Arizona

On-Call Environmental Services, Maricopa County Risk Management. Principal. Providing oversight for ESAs and investigations, remediation services, and Environmental Assessment/Impact Statements (EA/IS). Phase I and Phase II ESAs of two operating shooting ranges have been completed to assess potential environmental liabilities associated with future closure of these facilities. One Phase I area was found to have non-permitted open burn (OB) units used for the disposal of small arms ammunition, fireworks and chemical irritant agents.

Building Evaluations for Buildings Scheduled for Demolition, U.S.A.G. Fort Huachuca. Program Manager. Conducted an evaluation of 12 buildings scheduled for demolition. The Environmental and Natural Resources Division (ENRD) required support for eligibility assessments and a context report for the buildings. Since Fort Huachuca needed to demolish the buildings, the evaluations and contexts were in compliance with the National Historic Preservation Act (NHPA) and the Arizona State Historic Preservation Officer (SHPO) consultation.

Tucson Airport Soundproofing, Asbestos and Lead-based Paint, Turner Laboratories, Inc. Principal. Conducted asbestos and lead-based paint testing for 45 houses for Earl Kai Chan and the Tucson Airport Authority.

Four Phase I ESA Updates, Classic Car Spa. Principal. Conducted four Phase I ESA updates of Classic Car Spa properties in Tucson, Marana, Litchfield Park, and Tempe to ASTM E 1527-00.

Phase I ESA: 760 Acres in Section 9, Township 15 South. Principal. Conducted a Phase I ESA for 760-acres in Section 9, Township 15 South, Range 16 East (parcels 205-64-001D and 205-84-001D).

Phase I ESA: 8500 E. Old Vail Road, Rawhide Holdings. Principal. Conducted a Phase I ESA for the east 6+ acres of this property.

Phase I ESA: 601 W. 22nd Street, LinCon Enterprises. Environmental Specialist. Conducted a Phase I ESA for 601 W. 22nd Street in Tucson.

Campstone Residential Development, Fort Huachuca. Project Manager. Provided environmental compliance services to support the development of the 800-acre site plan, zoning entitlement, creation of a draft development agreement, preparation of a preliminary plat, and the associated preliminary engineering and drainage analyses. The Campstone project is an 800-acre master-planned residential project in Huachuca City. The project will have varying lot sizes to address both varying levels of affordability as well as varying life styles. The project is located within the water-sensitive San Pedro watershed and is located immediately adjacent to the northern boundary of Fort Huachuca.

Tierra Grande Country Club Estate, J&B. Environmental Lead. Provided environmental services for the Tierra Grande Country Club Estate in Casa Grande.

Limited Phase II ESA: S. Country Club and Emerald Avenue, Chester's Harley Davidson. Principal. Conducted a limited geophysical survey for a 5-acre parcel located at the northwest corner of S. Country Club Drive and Emerald Avenue in Mesa (APN 134-17-007C).

Phase II ESA: 5732 E. Speedway Boulevard, Mr. Ron Krapa. Project Manager. Conducted a limited Phase II ESA to obtain and analyze six soil samples for hydrocarbons.

Lisa Spahr
NEPA Planner and QA/QC

Background:
Mrs. Spahr is a hydrogeologist with more than 25 years of environmental consulting experience, specializing in environmental planning, permitting, soil and groundwater investigations, and hydrogeology. She has worked NEPA and other environmental planning projects for the military, private utilities, and county DOTs. Mrs. Spahr has extensive planning experience with NPDES, Storm Water Pollution Prevention Plans, Integrated Contingency Plans, and Environmental Management Plans. Mrs. Spahr's areas of technical expertise are stormwater planning, environmental management, and regulatory compliance. She has worked for a wide variety of clients including federal, state, and local governments; the International Boundary and Water Commission; domestic and international private companies; and several airports.

Project Experience:
NEPA Environmental Assessment, Arizona Department of Emergency and Military Affairs, Florence Military Reservation. Project Manager. Prepared an EA of the potential impacts of the Arizona Army National Guard's (AZARNG) Range Development Plan for the Florence Military Reservation (FMR). Major changes to the range include helicopter training, convoy defense exercises, Forward Operating Base defense, and infrastructure improvements at several existing ranges.

NEPA Environmental Assessment, CA Air National Guard, CA. Project Manager. Prepared an EA of the potential impacts of Predator Unmanned Aerial Vehicle (UAV) training at March Air Reserve Base, Southern California Logistics Airport, and the former El Mirage Air Force Base in southern California. The alternatives included several combinations of classroom and UAV lift off and recovery training at the different locations. The project was cancelled by the ANG contracting authority due to internal ANG problems focusing proposed activities into clear alternatives.

Craycroft Road, River Road to Sunrise Drive, Pima County DOT. NEPA Planner. Evaluated the environmental impacts related to the widening of Craycroft Road from River Road to Sunrise Drive. Impacts to biological, social, cultural, air and water quality resources, caused by the road widening project, were considered along with impacts to noise levels and the viewshed. Ms. Spahr also attended all meetings of the Citizen's Committee to address environmental issues. This project was one of the first Environmental Assessment and Mitigation Reports in Pima County to follow the new Environmentally Sensitive Roadway Design Guidelines.

Education
- M.A., Hydrology, Indiana University, 1986
- M.S., Water Resource Management, Indiana University, 1986
- B.A., Environmental Politics, Oberlin College, 1983

Registrations
- Registered Geologist, Maine, #GE 312

Training
- OSHA 40 Hour HAZWOPER Refresher
- OSHA 8 Hour Supervisory
- Certified Outdoor Emergency Medical Technician
- CPR for the Professional Rescuer, American Red Cross

Affiliations
- Maricopa County Bar Association (MCBA)
- Environmental Professionals of Arizona (EPAZ)

NEPA Environmental Assessment, US Army Garrison at Fort Huachuca, Sierra Vista. Project Manager. Prepared an EA to evaluate the potential environmental impact of a Welcome Center/Community Club and Entertainment Center located outside the main gate at Fort Huachuca and designed to provide access to recreation, banquet, dance and conference facilities during times of heightened force protection when access to the Fort is restricted. The EA identified potential impacts to soils and water resources during construction. These impacts could be effectively mitigated by standard construction practices to reduce erosion and sedimentation. This project received a FNSI.

NEPA Environmental Assessment of a Proposed Security Fence for the LAAF, Fort Huachuca. Project Manager. Prepared an EA to evaluate the potential impacts of a security fence around the Libby Army Airfield. The airport serves the City of Sierra Vista and Fort Huachuca and must provide adequate security for military activities without interfering with municipal airport activities. The proposed action had significant beneficial impacts for human health and safety since the fence not only increased security from terrorist attacks but wildlife entering the runway and taxiways as well. Mitigations to prevent adverse impacts to biological resources in the final EA included aligning the fence to avoid agave plants when possible and a developing a plan to move large animals such as deer and javalina out the airport before it was completely enclosed. This project received a FNSI.

NEPA Environmental Baseline Survey for the Electrical Privatization, Fort Huachuca. Principal Author. Prepared the report documenting the current environmental condition of property to be transferred as part of the utility privatization. The project included using GPS to develop a map of all of the electrical distribution system equipment, including transformers, junction boxes and every electrical pole. Potential environmental concerns associated with every component was assessed and included in the final report. This was a unique project since the property to be transferred consisted solely of the electrical distribution system; no land.

NEPA Environmental Assessment, Tucson Airport Authority. Project Manager. Prepared an environmental assessment of the acquisition of 510 acres of land for the eventual construction of a third carrier runway at Tucson International Airport. During the impact assessment, Ms. Spahr contacted federal, state and local agencies; the Davis-Monthan Air Force Base (D-M); and the Tohono O'Odham Tribe, all potentially impacted by the future runway. The assessment identified the planned runway's proximity to a solid waste landfill and potential traffic pattern conflicts with D-M as the most significant potential impacts.

U.S. Bureau of Land Management Planning Documents, Las Vegas, NV. QA/QC. Conducted third party review of planning documents including Certificates of Environmental Compliance and Environmental Assessments for power plant and transmission and pipe line projects on BLM lands.

Mexican Environmental Site Assessments, Multiple Clients, Northern Mexico. Project Manager. Performed a property transfer site assessment at an electronics manufacturing facility in Mexicali, Mexico. As per the request of the American company seeking to acquire the facility, site conditions and operations were evaluated against standard American industrial practice as well as Mexican regulations. Ms. Spahr has also conducted a Phase II site assessment, including soil sampling, at a facility in Juarez, Mexico.

Rebecca Sydnor, EIT, LEED AP

NEPA PLANNER / REGULATORY COMPLIANCE

Background:

Ms. Sydnor has seven years of professional experience in the areas of civil engineering and environmental compliance. She is an environmental engineer working for both the wastewater and environmental departments at EEC. Ms. Sydnor will work on environmental planning and NEPA compliance projects on the City's contract. As a prior active duty member of the U.S. Coast Guard, Ms. Sydnor conducted environmental compliance examinations of vessels and facilities as well as investigated and supervised the clean up of landside and waterborne pollution incidents. Ms. Sydnor has seven years of professional experience in the areas of civil engineering and environmental compliance. Her regulatory experience includes AZPDES compliance and planning, NEPA EAs, ESAs, and APPs.

Project Experience:

Pinetop Phase I Environmental Site Assessment, Canyon Community Bank. Environmental Technician. Assisted with the Phase I Environmental Site Assessment conducted for 971 E. White Mountain Boulevard in Pinetop, Arizona. The property was a former Jiffy Lube and is now an operational Chevron gas station. The purpose of the assessment was to identify recognized environmental conditions at the site.

Predator Environmental Assessment, Mr. John Reed. Environmental Technician. Assisted in the preparation of an Environmental Assessment for Predator drone training in California. Tasks included evaluating five alternatives with activities planned for at least five different military bases in California and Nevada. Planned activities have potential impacts to air traffic, air quality, threatened and endangered species, and local land use.

Corona Road Property Feasibility, Prodigal Investments, LLC. Environmental Technician. Conducted a feasibility assessment for the development of a 19 acre site to be developed into 370 self-storage condo units, with the remaining five acres to be future office/retail development. The self-storage portion of the site now contains a wash area and dump station for RVs, and the sewer was to be connected to a sewer. Services included opportunities and constraints feasibility assessment, ALTA survey, phase one environmental study, and a cultural resources survey.

NPDES Phase I MS4, Renewal Permit, Sampling & Testing, etc., City of Scottsdale. Project Engineer. Provided regulatory assistance by drawing a comparison between the current Storm Water Master Plan for the City of Scottsdale and the draft document entitled 'Appendix C' of MS4 Storm Water Permit - March 2007 Draft. The analysis served to

Education

- B.S., Environmental Engineering, Arizona State University, December, 2007

Registration

- Engineer-in-Training, Arizona, 2007, #10312

Training

- Arizona Society of Civil Engineers (ASCE), Continuing Education, Pumping Systems Design, September 2008
- Comprehensive NEPA
- 2-Day Hazardous Materials Training Program
- Tankerman Person-in-Charge of Dangerous Liquid, Oil and Chemical Cargoes

inform City of Scottsdale personnel of possible upcoming changes to the MS4 permit with respect to the Storm Water Master Plan and also as an aid in negotiations between individual MS4s and ADEQ.

Storm Water Management Planning, City of Phoenix Aviation Department, C/O CDM. Environmental Technician. Developed the training curriculum for annual Storm Water Pollution Prevention training, conducting the annual training, inspecting tenant inspections, updating the storm water management database, preparing the annual comprehensive site compliance evaluation report, and revising and updating the Storm Water Pollution Prevention Plan for the three city airports: Sky Harbor, Goodyear, and Deer Valley.

Dobson Road/Chandler Boulevard Improvements, City of Chandler. Staff Engineer. Provided assistance for the preparation of final construction documents to improve this intersection as a high capacity corridor. Specific responsibilities included compiling cost estimates and material quanties. Improvements included right-turn and dual left-turn lanes, bus bays, bike lanes and landscape architecture.

APP Permitting, Mt. Lemmon, ADEQ. Technical Assistant for Regulatory Analysis. Completed an analysis of designated uses for Sabino Creek, analyzed applicable aquifer and surface water quality standards, and compared the current standards to draft standards for surface water quality standards. Additionally, Ms. Sydnor completed an in-depth analysis of seven years worth of wastewater treatment facility discharge data to the current and draft aquifer and surface water quality standards.

Spill Prevention, Control and Countermeasures (SPCC) Plan, Tucson Airport Authority. Environmental Technician. This Oil Spill Contingency Plan was prepared in accordance with 40 CFR 112.7(d) to address areas of Ryan Airfield where secondary containment was impracticable, as documented in the facility SPCC Plan. The purpose of the Oil Spill Contingency Plan was to define procedures and tactics for responding to discharges of oil from qualified oil-filled operational equipment into navigable waters. The Contingency Plan is implemented whenever a discharge of oil has reached or threatens navigable waters.

Ongoing AZPDES Compliance Assistance, ADOT. Environmental Technician. Provided ADOT with ongoing AZPDES compliance assistance to include Storm Water Pollution Prevention Plan development, Storm Water Pollution Prevention Plan training, public outreach, storm water sampling, and other issues as needed.

Lost Dutchman Wastewater Treatment Plant, Arizona State Parks. Environmental Technician. Provided design support and assisted with the wastewater treatment plant and lift station permitting for the Lost Dutchman wastewater treatment plant.

Industrial Storm Water Pollution Prevention Plan, Global Solar. Environmental Technician. Assisted in the development of an industrial Storm Water Pollution Prevention Plan (SWPPP) for the new Global Solar facility located at 8500 South Rita Road in Tucson. The site is located on 22.28 acres with an approximate 958,000 square foot building. Industrial activities conducted at the site include development of thin-film solar cells and associated chemical storage.

Phillip McNamara
ENVIRONMENTAL TECHNICIAN

Background:
Mr. McNamara graduated from New Mexico State University with a Bachelor's Degree in Individualized Studies and a Minor in Counseling and Educational Psychology. He is knowledgeable in Phase I Environmental Site Assessments (ESAs), asbestos and lead surveys, and stormwater sampling and data analyses. Mr. McNamara is devotedly aware of the importance of inspection and evaluation of workplace environments and equipment. He is thoroughly familiar with the procedures for the inspections and practices on a regular basis to ensure compliance with safety standards and government regulations.

Project Experience:
Phase I ESA, Asbestos and Lead-Based Survey: 102 and 104 North 5th Street City of Avondale. Environmental Technician. Assisted with a Phase I ESA, limited asbestos survey and lead-based paint survey for 102 and 104 North 5th Street in Avondale. The project included the assessment of one vacant commercial building and one occupied residential structure. EEC identified floor tile in each structure that contained asbestos containing material and recommended abatement prior to the City acquiring the properties and demolishing the buildings. This project was completed within 10 business days to maintain the City's schedule for property acquisition.

Phase I ESA: Francisco Grande Performance Enhancement Campus, City of Casa Grande. Environmental Technician. Conducted a Phase I ESA for the City of Casa Grande at a proposed sports facility complex. The Phase I included approximately 60 acres associated the Francisco Grande Resort. His Responsibilities included researching State, County and City records and conducting site visit and interview. Mr. McNamara also performed organization and report writing of the draft and final Phase I. He identified several issues of concern for the subject property

Phase I ESA: Spring Training Facility. City of Glendale. Environmental Technician. Conducted a Phase I ESA for the City of Glendale for a spring training facility under construction. The Phase I included approximately 272 acres. His responsibilities included researching State, County and City records and conducting a site visit and interview. Mr. McNamara also performed organization and report writing of the draft and final Phase I.

Phase I ESA, El Gatto Investment, LLC. Environmental Technician. Conducted a Phase I ESA performed for Pima County parcel number 132-15-010B. The purpose of this assessment was to identify any

Education
- B.S., Individualized Studies with a Minor in Counseling and Educational Psychology, New Mexico State University, 2005

Certifications
- OSHA 40-Hour HAZWOPER
- EPA Certified AHERA Building Inspector, 2008
- EPA Certified Lead-Based Paint Inspector, 2008 - 2011

recognized environmental conditions at the site. Responsibilities included a site visit and interview and report writing of the final Phase I ESA.

Phase I ESA for 1124 East Apache Street, City of Phoenix. Environmental Technician. Provided professional environmental consulting services for a Phase I ESA performed for 1124 East Apache Street for the City of Phoenix. The purpose of this assessment was to identify any recognized environmental conditions at the site. Responsibilities included a site visit and interview, historical record review and organization along with Phase I ESA site description and report writing.

Phase I ESA for Sycamore Park Village, Lennar Homes. Environmental Technician. Provided professional environmental services for the Phase I ESA for Lennar Communities Development located in Pima County. The purpose of this assessment was to identify any recognized environmental conditions at the site, which is located on approximately 59 acres of land. Responsibilities included a site visit and interview, historical record review and organization along with Phase I ESA site description and report writing.

Phase I ESA for Mahoney Building, The Independent Bankers Bank (TIB). Environmental Technician. Provided professional environmental consultation services for the Phase I ESA for the Mahoney Building located at 3719 N. Campbell Avenue in Tucson. The purpose of this assessment was to identify any recognized environmental conditions at the site. Responsibilities included a site visit and interview, historical record review and organization along with Phase I ESA site description and report writing

Phase I ESA, Raytheon Company. Environmental Technician. Provided professional environmental consulting services for the Phase I ESA for Raytheon located at 9000 South Rita Road in Tucson. The purpose of this assessment was to identify any recognized environmental conditions at the site. Responsibilities included a site visit and interview, historical record review and organization along with Phase I ESA site description and report writing.

Phase I ESA: 1428 South 13th Place, City of Phoenix. Environmental Technician. Provided professional environmental consulting services for a Phase I ESA performed for 1482 South 13th Place for the City of Phoenix Community Noise Reduction program. The purpose of this assessment was to identify any recognized environmental conditions at the site prior to the City acquiring the property. Responsibilities included researching State, County and City records and conducting site visit and interview. Performed organization and report writing of the draft and final Phase I.

Phase I ESA: Double G Ranch, LLC. Environmental Technician. Conducted a Phase I ESA for an approximate 13.5 acre developement in Gilbert, AZ . His responsibilities included researching State, County and City records and conducting a site visit and interview. Mr. McNamara also performed organization and report writing of the draft and final Phase I.

Phase I ESA: Hopi Rd. and Pinal Ave, City of Casa Grande. Environmental Technician. Conducted a Phase I ESA for the City of Casa Grande for approximately 100 acres of vacant desert land. His responsibilities included researching State, County and City records and conducting site visit and interview. Mr. McNamara also performed organization and report writing of the draft and final Phase I.

Kirk F. Creswick, RG

PHASE I ESA SUPPORT

Background:

Mr. Creswick has 19 years of experience in the areas of remediation, geology, and hydrogeology. He is experienced in field activities including soil boring, rock coring, groundwater and surface water sampling, groundwater level data collection, stream gauging, well installation and development, packer testing, sump integrity testing, underground storage tank (UST) removal, and the geophysical location of buried materials. He has evaluated the feasibility of remedial technologies for a variety of contaminants and site conditions, and is also experienced in the analysis and interpretation of pump, slug, and packer test data, area hydraulic conductivity data, and magnetometer and EM-31 conductivity geophysical data.

Project Experience:

On-Call ESA Services, City of Glendale. Managed ESAs for the City of Glendale under a current on-call contract including a property with significant environmental issues at a radiator shop/auto repair facility and a recalcitrant property owner. Recommendations for Phase II assessment resulted.

Environmental Site Assessments (ESAs) and Biological Surveys 2003-2004 and 2005-2010 Annual Services Contract, City of Phoenix. Project Manager. Performed over 45 Phase I & II ESAs related to the Light Rail Project and other City projects. Several Phase II ESA have resulted from the Phase I assessments. EEC received a contract extension for the 2004-05 contract year.

Tres Rios Land Assessment, City of Phoenix. Environmental Technician. Performed an assessment of 480 acres along the Salt River, from 91st Avenue to 107th Avenue, for the City of Phoenix. Included performing an ESA to locate and identify existing dumped waste material, the impact of random solid waste dumping, and locating existing access control features (fences, ditches, signage, etc.) on the Tres Rios property for the City of Phoenix. Provided recommendation for removal of waste material and improving access control. This included the preparation of base maps and organization of field data collection to document environmental remediation for a future City of Phoenix wetlands and park.

Technical Document Review for Camp Navajo, ADEQ Federal Project Unit. Project Manager. Provided technical document review for documents submitted to ADEQ for the Camp Navajo RCRA and IRP sites. Mr. Creswick has reviewed over 36 work plans, construction completion reports, site characterization reports, risk assessments, decision documents, etc., and provided technical recommendations to the ADEQ Case Manager regarding efforts for closure of open burn/open detonation sites.

Education

- M.S., Hydrogeology, Wright State University, 1996
- B.S., Geology, University of Tennessee, 1987

Registrations

- Registered Geologist, Arizona, 1998, #32700
- Registered Geologist, Tennessee, 1987

Training

- OSHA 40 Hour HAZWOPER Refresher
- Site Safety Coordinator, 1994
- Radiological Worker II (DOE), 1993

Affiliations

- Environmental Professionals of Arizona (EPAZ)
- Arizona Association of Industries (AAI)
- Arizona Hydrologic Society (AHS), Chapter Board Member
- National Ground Water Association (NGWA)

Surprise Shooting Ranges Phase I and II ESAs with Remediation under VRP, Maricopa County Materials Manager. Project Manager. Managed a Phase I and II ESA for two Surprise shooting ranges under contract to Maricopa County. Activities included site reconnaissance of the shooting ranges, interviewing on-site personnel, review of historical aerial photos and City, State, and County records. Phase II activities included field level efforts for soil sampling and coordination with on-site personnel. Also identified unpermitted RCRA disposal activities and remediation at two open burn units. Performed remediation of the open burn units under ADEQ's Voluntary Remediation Program (VRP). A No Further Action determination was issued by ADEQ at the successful conclusion of the remediation.

Dobson/Chandler Intersection Right-of-Way Phase I ESA, City of Chandler. Environmental Lead. Managed and assisted with the preparation of a right-of-way Phase I ESA associated with the planned widening of the intersection of Dobson Road and Chandler Boulevard. Potential environmental concerns included a contiguous property formerly occupied by a semiconductor industry plant with a history of releases, and a gas station with a drywell permitted under a 2.04 General Aquifer Protection Permit. Phase II Assessment of the right-of-way adjacent to the semiconductor plant and assessment for closure of the drywell were recommended. Additional drywells were identified that would require decommissioning for the widening project. Discussions with the City of Chandler resulted in a recommendation for assessment of these drywells prior to decommissioning. This report is currently considered draft.

Buckeye Hills Shooting Range ESA, Maricopa County Materials Management. Project Manager. Provided an assessment of soil, sediment and surface water for impact by metals and PAHs resulting from operation of a managed shooting range on Maricopa County Parks and Recreation property. Results are being used to evaluate potential environmental liabilities to be addressed prior to closure of the range at some future date. Included evaluation of potential Section 404 issues related to washes through the range area that could arise during remediation.

Campstone Residential Development, MCCP, LLC. Environmental Scientist. Provided environmental compliance services to support the development of the 800-acre site plan, zoning entitlement, creation of a draft Development Agreement, preparation of a preliminary plat, and the associated preliminary engineering and drainage analyses. The Campstone project is an 800-acre master-planned residential project in Huachuca City, Arizona. The project will have varying lot sizes to address both varying levels of affordability as well as varying life styles. The project is located within the water-sensitive San Pedro watershed and is located immediately adjacent to the northern boundary of Fort Huachuca.

Corona Road Property Feasibility, Prodigal Investments, LLC. Environmental Scientist. Prepared and submitted a report on the findings of an environmental assessment for the development of a 19 acre site into 370 self-storage units, with the remaining five acres to be future office/retail development. The report specifically addressed potential environmental conditions at the site.

Crestview Subdivision, GreenLight, Inc. Environmental Scientist. Provided environmental support services for improvement plans regarding the infrastructure at Crestview to serve 19 lots including water, sewer and roadway grading and paving, determined the existing condition of the site drainage and the extent of site flooding, and ultimately proposed possible drainage improvements in order to lessen the effect of the flooding and gain more land area for development.

Gary Hoffmann
ENVIRONMENTAL TECHNICIAN

Background:
Mr. Hoffmann has over 15 years of experience in the field of geology. He is one of EEC's most experienced site assessors and lead/asbestos inspectors, having conducted assessments and surveys across the state. Mr. Hoffman is also well versed in field activities including drilling procedures, pumping procedures/well monitoring, sampling and mapping. He has experience in computer aquifer modeling electronic data collection, and draw down and recharge testing. He has several years of mining experience in both underground and surface mining performing sampling, mapping, ore reserves, development, man power utilization, and exploration.

Project Experience:
GM Proving Grounds Soil, Water and Asbestos Sampling, Allwyn Environmental. Environmental Specialist. Conducted soil, water and asbestos sampling for the GM vehicle proving grounds.

Ongoing Arizona Pollution Discharge Elimination System (AZPDES) Compliance Assistance, ADOT. Draft Technician. Provided ADOT with ongoing AZPDES compliance assistance to include Storm Water Pollution Prevention Plan (SWPPP) development, SWPPP training, public outreach, storm water sampling, and other issues as needed.

Resolution Copper's Aquifer Protection Permit Review, ADEQ. Conducted an accelerated review for ADEQ of Resolution Copper's Waste Water Treatment Plant Aquifer Protection Permit.

Octopus Carwash CAP, Mr. Leon Marx and Mr. John Jurkens. Environmental Specialist. Managed field sampling, monitored well sampling, and served as regulatory liaison. Worked closely with ADEQ to reduce the overall remediation costs by using a natural attenuation system leading to site closure by risk assessment modeling. Also coordinated activities through the ADEQ Leaking Underground Storage Tank (LUST) Section and the State Assurance Fund.

Bullhead Airport Site Characterization, Mohave County Airport Authority. Environmental Specialist. Drilled and sampled 19 soil borings, converted five soil borings into groundwater monitoring wells, installed 13 new groundwater monitoring wells, and prepared a Site Characterization Report (SCR) for the property.

Stormwater Sampling and Report, City of Scottsdale. Environmental Specialist. Performed one round of storm water sampling and prepared the 2006 annual report.

Education
- B.S., Geology, Rocky Mountain College, Billings, Mt., 1996
- General Studies, Eastern Montana College, Billings, Mt., 1993
- Associates of Business., May School of Business, Billings, Mt., 1988

Training
- OSHA 40-Hour HAZWOPPER
- EPA Method 9 Visible Emissions Training (qualified to evaluate visible emissions)
- EPA AHERA Certified Building Inspector
- Certificate of Achievement, Successful Project Management, Construction Estimating Institute, 2008
- Dust Control Compliance Training, #C-3858, expiration 03/19/2010

LUST Investigation, Apache Junction Fire District. Environmental Specialist. Provided environmental assistance for the drilling and sampling of a LLUST site, and helped set up SAF billing for previous LUST work conducted.

Tuba City Soil Sampling, Assessco, Inc. Environmental Specialist. Performed soil sampling and reviewed a report for 6-7 samples to be collected by a direct push rig. Samples were sent to a lab contracted by the client. Also reviewed the report and sealed.

National Pollution Discharge Elimination System (NPDES) Phase I MS4, Renewal Permit, Sampling & Testing, etc., City of Scottsdale. Environmental Specialist. Prepared NPDES Phase I renewal permits, performed sampling and testing of storm water runoff, prepared annual reports, revised the Storm Water Management Plant (SWMP), provided training for City staff, and provided support for additional AZPDES permitting as needed to the City.

Former Tire Facility UST Investigation, Mr. Michael Katcher. Environmental Specialist. Prepared a SAF Work Plan and pre-approval application for UST investigation of a former tire facility located in South Tucson.

Mine Reclamation Plan Review, Arizona State Mine Inspector. Environmental Specialist. Reviewed a Reclamation Plan for aggregate mined land for the Arizona State Mine Inspector - RMC Coolidge Operation, CEMEX site 34815 in Phoenix.

Graham Pit Mine Reclamation Plan Review, Arizona State Mine Inspector. Environmental Specialist. Reviewed the Reclamation Plan for aggregate mined land for the Arizona State Mine Inspector and Smith and Bell Construction Company.

Ina Quarry Mine Reclamation Plan Review, Arizona State Mine Inspector. Environmental Specialist. Reviewed the Ina Quarry (#34823) Reclamation Plan for aggregate mined land for the Arizona State Mine Inspector in Tucson.

Pima Quarry Mine Reclamation Plan Review, Arizona State Mine Inspector. Environmental Specialist. Reviewed the Pima Quarry (#34824) Reclamation Plan for aggregate mined land for the Arizona State Mine Inspector in Sahuarita.

Vulcan Materials Marana Mine Reclamation Plan Review, Arizona State Mine Inspector. Environmental Specialist. Reviewed Vulcan Materials Marana mine site Reclamation Plan for aggregate mined land for the Arizona State Mine Inspector.

Monterra Mine Reclamation Plan Review, Arizona State Mine Inspector. Environmental Specialist. Reviewed Monterra mine site Reclamation Plan for aggregate mined land for the Arizona State Mine Inspector.

Salt River Materials Reclamation Plan Review, Arizona State Mine Inspector. Environmental Specialist. Reviewed mine site Reclamation Plan for aggregate mined land for the Arizona State Mine Inspector.

Chad S. Hancock
ENVIRONMENTAL TECHNICIAN

Background:
Mr. Hancock is an Environmental Specialist responsible for site visits, data research, and report writing for Phase I Environmental Site Assessments; asbestos and lead-based paint surveys; and soil and groundwater monitoring. His experience includes environmental sampling, sample analysis, and data analysis. His Phase II experience includes exploratory boring and soil sampling to identify subsurface contamination at former gasoline service stations, subsurface soil sampling at former dry cleaning facilities, groundwater monitoring at a State Assurance Fund site, and air monitoring and maintenance of remedial systems.

Relevant Project Experience:
Raymond Bliss Medical Center, U.S.A.G. Fort Huachuca. Environmental Technician. Conducted an asbestos inspection to identify and quantify asbestos-containing building materials in the Raymond W. Bliss Army Health Center, Building number 45001, at Fort Huachuca. Samples of suspected asbestos-containing material were collected from inside the facility (floor coverings, interior walls, ceiling, and piping).

Ten Phase I ESAs, M3 Engineering and Technology. Environmental Specialist. Completed ten Phase I Environmental Site Assessments for proposed Cricket Communications cellular towers.

Tucson International Airport Building Demolition Soil Assessment, Tucson Airport Authority. Environmental Technician. Assessed the potential for residual chemical contamination in the underlying soil after demolition of the Vega Biotechnology buildings at the Tucson International Airport. Collected 20 soil samples for analysis of metals, VOCs and cyanide and compared the results with Arizona residential Soil Remediation Levels and Groundwater Protective Levels. Based on these results, prepared a report concluding that there was no evidence of residual contamination in excess of the applicable regulatory limits in soils at the former site of the facility and no further soil excavation or remediation was required.

Phase I ESA: Dakotah Hills Condominiums, C.B. Richard Ellis. Environmental Technician. Performed a Phase I Environmental Site Assessment at Dakota Hills Condominiums and common area at Sunrise Drive and Swan Road, Tucson, Arizona.

Lead-Based Paint Survey: Tucson Unified School District, Lead Based Paint Detection Corp. Environmental Technician. Conducted a lead-based paint survey and provided data to Lead Based Paint Detection Corp. for incorporation into their report with the Tucson Unified School District.

Education
- B.S., Environmental Science, University of Arizona, 2000

Registrations
- OSHA 40-Hour HAZWOPER
- AHERA Asbestos Building Inspector
- EPA Lead-Paint Building Inspector
- ADEQ Grade I Certification: Water Distribution
- ADEQ Grade I Certification: Water Treatment

Silverbell Landfill Phase II Assessment, City of Tucson. Environmental Technician. Conducted a Phase II Environmental Site Assessment of the Silverbell Landfill. Services included a soil gas survey, methane monitoring well installation, trenching and assessing possible buried debris, soil sampling and analysis, and preparing a final report.

Phase I ESAs, Multiple Sites, City of Tucson. Environmental Specialist. Completed multiple Phase I ESAs at various locations in the City of Tucson as part of the City's Brownfields Program.

Asbestos Sampling for Canopy Demolition at Northwest Medical Center, Northwest Medical Center. Environmental Technician. Conducted an asbestos survey for the demolition of a canopy located at the northeast corner of Northwest Medical Center's property.

West Tangerine Asbestos Survey, Town of Marana. Environmental Technician. Conducted an asbestos survey of two buildings located at 10600 W. Tangerine Road in Marana, Arizona. Collected an adequate number of samples of interior and exterior (including roofing materials) suspect to asbestos-containing building materials from the building for analysis. Upon receipt of the laboratory results, prepared a report on the findings of the investigation. The report contained a list of the suspect asbestos-containing materials, a table summarizing the samples taken with the laboratory results, and drawings of the site showing sample locations.

Raytheon Decontamination Sampling, Raytheon Missile Systems c/o Chemical Transportation, Inc. Environmental Technician. Assisted with confirmation sampling and documentation of the decontamination of 27 pieces of industrial wastewater treatment equipment including concrete and steel tanks holding acids, bases and industrial wastewater; concrete containment structures with sumps; and an air scrubber. Almost a third of the equipment had contained listed hazardous wastes. Tasks included decontamination oversight, confirmation sampling, results reporting and preparing the final report. During the course of the project the scope was expanded to include sampling of the soil beneath two concrete containment areas and fill, concrete and soil at two large underground reservoirs.

Limited Phase II Soil Sampling: Environmental Compliance Audit, Town of Oro Valley. Environmental Technician. Conducted a Limited Phase II soil assessment and environmental compliance audit inspection of the Town's Street Maintenance facility at 680 W. Calle Concordia. The investigation was to determine if the former UST has released product that may have migrated to an adjoining property and to determine if there are other potential concerns relating to environmental issues.

Huffstetler: UST Removal, Private Client. Field Technician. Assisted the field manager in subsurface exploration, including electromagnetic survey, soil gas survey, and drilling and soil sampling at the suspected location of underground storage tanks in the central Tucson area. Once a tank was located, he completed registration documentation and was on iste for the tank removal. He completed closure documentation.

Kelly R. Caruso

ENVIRONMENTAL ENGINEERING TECHNICIAN

Background:

Ms. Caruso will graduate in December 2010 from University of Arizona with a bachelor's degree in environmental engineering with a water resources and hydrology concentration. Her regulatory training consists of site visits, data research, and report writing for Phase I Environmental Site Assessment; asbestos surveys; and soil and ground water sampling. Her Phase II training includes soil sampling to identify contaminants and groundwater monitoring. Ms. Caruso has a working knowledge of many software applications, including Microsoft Office, specifically Excel spreadsheets for data tracking and evaluation.

Relevant Project Experience:

Phase I ESA for Northern Arizona Healthcare Legal Department. Environmental Technician. Performed a Phase I ESA for 315 S. Willard Street, Cottonwood, Arizona.

Phase I ESA for Kemmerly Companies. Environmental Technician. Performed a Phase I ESA for Pima County Assessor's Parcel Number (APN) 140-28-0310, located in Tucson, Arizona 85706

Phase I ESA for Raymond D. Croghan and Debra R. Croghan. Environmental Technician. Performed a Phase I ESA for Pima County Assessor's Parcel Number (APN) 141-05-043H, -0440, -0600, -0660, -0790, -0800, -0810, and -0830 located in Tucson, Arizona 85706

Phase I ESA for Ms. Corby Lust, Town of Marana. Environmental Technician. Performed a Phase I ESA for Pima County APNs 217-49-0110, located at 12470 North Whitney Lane, Marana, Arizona 85653.

Phase I ESA, Frank Garcia Plumbing. Environmental Technician. Conducted a Phase I ESA on approximately 7.75 acres at 918 S. Highway 92 in Sierra Vista. Prepared report and submitted to client.

Phase I ESA. Environmental Technician. Provided a Phase I ESA for parcels at the northwest corner of Kolb and Valencia Road in Tucson.

Los Reales Landfill Well Installation Oversight, City of Tucson. Environmental Technician. Installed groundwater extraction wells at the Los Reales Landfill.OWS Sampling (CarMax) - Performed discharge sampling of two oil-water separators (OWS's) from CarMax Facility #7249 located at 4755 N. Oracle Road in Tucson, Arizona.

Education

- A.A., Visual Communications, Collins College, 1999
- Pursuing B.S., Environmental Engineering, University of Arizona

Training

- 40-Hour HAZWOPER
- Certified Asbestos Building Inspector
- 10-Hour OSHA Outreach General Industry
- EPA Certified Lead-Based Paint Inspector, 2008 - 2011

Hazardous Material Testing, Tucson Airport Authority. Environmental Technician. Conducted limited lead-based paint and asbestos sampling for the TAA Sound Insulation Project.

Palo Verde, ADEQ. Environmental Technician. Providing support services for expedited Aquifer Protection Permit processing of an area-wide permit amendment. Assistance includes coordinating with the client and permit applicant, reviewing documents, and assisting with project administration. EEC is a contractor to the Arizona Department of Environmental Quality (ADEQ) and acts as ADEQ's agent and permitting team for permitting projects that need to be fast tracked and processed in less than 6 months.

Mt. Lemmon Watershed Study and Wastewater Management Plan, Pima County WMD. Environmental Technician. Providing data gathering and data evaluation support services to the Water and Wastewater and Regulatory Services Groups for a large wastewater management planning study. Work performed included obtaining available data for surface waters in the study area; graphing data and comparing data to regulatory standards; and assembling and graphically depicting data regarding conventional septic systems and on-site wastewater treatment systems. This large study, which assesses options for a wastewater system serving a mountain community, includes assessing water usage/water demand, wastewater flows, disposal and water reclamation options, regulatory planning and development of possible permitting timelines and budget development for capital improvement planning, and resulted in a 1,000 page report.

Victoria D. Vargas, M.A., R.P.A.

Principal Investigator/Historical Services Lead

Professional Background

Victoria D. Vargas, M.A., R.P.A., has over 19 years experience in historic preservation and cultural resource management, including historic preservation consulting; historic building surveys; National Register of Historic Places (NRHP) eligibility assessments, nominations, and updates; historic context studies; historic land use and construction histories; Class I and III cultural resource investigations; NRHP eligibility testing, and Phase 1 and Phase 2 data recovery excavations. She is an experienced Principal Investigator for historic preservation, architectural history, and archaeology projects, as well as an experienced Project and Contract Manager. She meets and exceeds the Secretary of the Interior Standards for Architectural Historians and Archaeological Principal Investigators and is qualified for permitting on Federal and State lands. Ms. Vargas serves as the lead Principal Investigator for ACS' historical services program, overseeing ACS' historic services staff and projects.

Relevant ACS Experience

City of Phoenix Neighborhood Services Department On-call Contract for HUD NEPA Environmental Review Services, subconsultant to PBS&J. Ms. Vargas assists with regulatory compliance requirements for the City's HUD-funded programming for cultural resources. ACS was recently notified that we will soon be responsible for conducting cultural resource site file checks and completion of HUD-Funded Program Activities Archaeological Review forms on behalf of the City Archaeology Office at Pueblo Grande Museum as part of the HUD NEPA process.

Jefferson Park Historic District Building Survey and National Register Nomination, City of Tucson**.** Ms. Vargas serves as the P.I. on this 900 historic building survey and report and National Register nomination preparation. July 2008–present.

Roosevelt Addition Historic District National Register Nomination Project, City of Tempe. Ms. Vargas currently serves as the Principal Investigator for the documentation of 23 historic properties and the preparation of the historic district National Register nomination for this post-World War II subdivision. June 2008–present.

Iron King Mine and Humboldt Smelter Class III Cultural Resource and Historic Building Survey, EA Engineering/EPA. Ms. Vargas served as the Principal Investigator on this project for an Environmental Protection Agency Superfund remediation project, supervising the Class III cultural resource survey, the archival and oral history research, historic building survey, National Register eligibility assessment, and historic context development. September—December 2008.

Hayden Flour Mill Project, City of Tempe. Ms. Vargas served as the Lead Principal Investigator, Contract Manager, and Architectural Historian for this multi-disciplinary project to prepare the property for adaptive reuse and redevelopment. The project included archaeology, architectural history, historic architecture, archival research, and oral history research components, as well as historic preservation planning and public outreach and education. Ms. Vargas worked closely with the architectural team on this project, advising on historic thematic approaches and preservation issues. March 2006–June 2008.

Specialties

- Historic Preservation, Architectural History, and Archaeology

Education

- M.A., Anthropology, University of Oklahoma, 1994
- B.A. with Honors, Anthropology, University of Central Florida 1992
- Additional graduate coursework in Historic Preservation, Public History, Museum Studies, and Art History

Selected Training

- Social History of American Architecture, NMSU seminar, 2008.
- Landscape Preservation Workshop, National Preservation Institute, Phoenix, 2008.
- Identification and Evaluation of Mid-20th-Century Buildings workshop, National Preservation Institute, Phoenix, 2006.
- Cultural Resource Project Management, Tempe, 2007.
- Historic Structures Report Workshop at the 2007 Annual National Historic Preservation Conference in St. Paul, MN, 2007.
- Excavation Safety Awareness Program, United Rentals/Trench Safety, 2005.

Archaeological Consulting Services, Ltd., Tempe, AZ

Historical Services Lead and Principal Investigator (February 2005–Present)

Historic and Architectural Documentation of the Shelton Property in New River, Maricopa County, Arizona, Flood Control District of Maricopa County. Ms. Vargas served as the Principal Investigator for the detailed recording, eligibility assessment, and treatment recommendations for a late homestead property in the New River area, including two main dwellings, a barn, and numerous landscape and ancillary features. The study was conducted in preparation of the demolition of the historic property for the Flood Control District of Maricopa County's Flood-prone Properties Acquisition Program. May 2008–June 2008.

Historic and Architectural Documentation of a Roosevelt Irrigation District Zanjero House, HDR/ADOT. National Register Eligibility Assessment. Ms. Vargas served as the Principal Investigator on this project, overseeing the detailed recording, archival research, eligibility assessment, and treatment recommendations for this project. October–November 2007.

Selected Publications and Manuscripts

- Christopher Rayle, Scott Solliday, and Victoria D. Vargas, 2008, *A Cultural Resource and Historic Building Survey for a Remedial Investigation/Feasibility Study at the Iron King Mine-Humboldt Smelter Superfund Site, Dewey-Humboldt, Yavapai County, Arizona.* ACS, Tempe.
- Scott Solliday, Thomas Jones, and Victoria D. Vargas, 2008, National Register Nomination for the Roosevelt Addition Historic District, Tempe, Arizona (Draft). ACS, Tempe.
- Vargas, Victoria D. and Thomas E. Jones, 2008, *Pre-Demolition Documentation of the Shelton Property, Located in New River, Maricopa County, Arizona.* ACS, Tempe.
- Vargas, Victoria D., Thomas E. Jones, Scott Solliday, and Don W. Ryden, 2008, *Hayden Flour Mill: Landscape, Economy, and Community Diversity in Tempe, Arizona*, Vol. 1: Introduction, Historical Research, and Historic Architecture. ACS Cultural Resources Report No. 143. ACS, Tempe.
- Robert J. Stokes and Victoria D. Vargas, 2008, *Hayden Flour Mill: Landscape, Economy, and Community Diversity in Tempe, Arizona*, Vol.2: Archaeology, Synthesis, and Management Summary. ACS Cultural Resources Report No. 143. ACS, Tempe.
- Vargas, Victoria D., Kristin Fangmeier, and Thomas Jones, 2007, *Buckeye Area Drainage Master Plan Historic Landscape Themes, Maricopa County, Arizona*. ACS, Tempe.
- Kristin Fangmeier, Victoria D. Vargas, and Thomas Jones, 2007, Archaeological Assessment for the Proposed Buckeye Area Drainage Master Plan, Maricopa County, Arizona. ACS, Tempe.

Tracy D. McCarthey, B.S.

NEPA Planner / Senior Biologist
Archaeological Consulting Services, Ltd.

Professional Background

Ms. McCarthey has 19 years of broad wildlife management experience including 10 years with the Arizona Game and Fish Department (AGFD), where she gained extensive experience in coordinating biological issues with federal, state, and tribal governments and reviewing biological assessments and evaluations. At AGFD, Ms. McCarthey was the Field Supervisor for the Arizona Breeding Bird Atlas Project and was the Southwestern Willow Flycatcher Project Coordinator for six years. Ms. McCarthey is the principal permittee on ACS' Threatened and Endangered Species Permit with the U.S. Fish and Wildlife Service (USFWS) and ACS' Scientific Collecting Permit with the AGFD. At ACS, Ms. McCarthey has completed or supervised the completion of several NEPA compliance projects including Environmental Assessments (EAs) and Categorical Exclusions (CEs).

Relevant Experience

Sky Harbor Airport Terminal 3 Lane Expansion (2008–2009). This project consists of environmental clearances for the addition of one through lane to the outer curb lanes of traffic at Terminal 3 of Sky Harbor Airport. Components include a Biology Review Report, a Phase I ESA, a cultural resources assessment, an Air Quality Impacts Assessment, and a Categorical Exclusion document. Ms. McCarthey served as the Project Manager, NEPA Planner, and Senior Biologist.

San Carlos Mining Exploration EA: Responsible for the preparation of a draft Environmental Assessment for Kennecott Exploration involving copper exploration on the San Carlos Apache Indian Reservation.

Pinal Peak Power Line Replacement EA. Responsible for preparation of Environmental Assessment for an Arizona Public Service Company (APS) power line replacement on Pinal Peak, AZ. Coordinating with Tonto National Forest and APS personnel. Conducted survey for Arizona hedgehog cactus and gathered other relevant biological information for preparation of a biological assessment.

Buckeye Area Drainage Master Plan (ADMP) (2007–present). ACS is teaming with Dibble Engineering on this multi-disciplinary project. Ms. McCarthey conducted a biological evaluation of the 153 sq mi study area, evaluated proposed alternatives, and provided input about potential biological impacts for the preferred alternative. Ms. McCarthey has also attended all scoping and project meetings, representing ACS for all project components.

Tres Rios Safe Harbor Agreement (2008-present). ACS is teaming with Kleinfelder to write a Safe Harbor Agreement (SHA) for the City of Phoenix and the US Fish and Wildlife Service. Ms. McCarthey is responsible for completing all the research and writing the biology sections of the SHA.

ADOT Environmental On-call Biological Clearances: Responsible for biological compliance on statewide roadway projects, subcontract with Jacobs on ADOT Environmental On-call Contract, including SR86 Kinney Rd. to Sandario Road, which involved surveys and documentation for Pima Pineapple Cactus.

Education

- B.S., Wildlife Biology, Arizona State University, 1988

Selected Training

- Burrowing Owl Survey Training, 2008
- Flat-tailed Horned Lizard Workshop, 2007
- Western Yellow-billed Cuckoo Workshop, 2007
- NEPA Cumulative Impacts, Shipley, 2005
- Biological Assessment Preparation, USFWS, 2004
- Section 40, CWA Consultant Workshop, COP, 2003
- Endangered Species Act & Habitat Conservation Planning Conference, CLE International, 2003
- Desert Tortoise Survey and Handling Workshop, Desert Tortoise Council, 2003
- Bat Workshop, BCI, 2003
- NEPA Process and Document Preparation, Shipley, 2003
- Chiricahua Leopard Frog Survey/Identification Workshop, AGFD/USFWS, 2003
- Cactus Ferruginous Pygmy-owl Survey/Identification Workshop, USFWS, 2003
- Report Preparation and Environmental Compliance, FERC, 2003
- Endangered Species Act Training Workshop, USFWS, 1997

Archaeological Consulting Services, Ltd., Tempe, AZ
Senior Biologist, NEPA Planner (January 2003–Present)

- Responsible for Cactus Ferruginous Pygmy-owl surveys on the northern fringes of the Phoenix metropolitan area for APS.
- Responsible for the biological clearance of 10 sites for a mining exploration project near Ajo in Pima County. Each site was surveyed for all listed plant species on the Pima County USFWS list.
- Responsible for Yuma Clapper Rail surveys for the I-10 Widening EIS, subcontract with Entranco.
- Responsible for conducting surveys for sensitive and endangered cactus species, including Pima Pineapple Cactus, Acuna Cactus, and Peebles Navajo Cactus, etc. on various ADOT Environmental On-call project locations.
- Conducted avian surveys of an Important Bird Area in Prescott, AZ, for the Arizona Game and Fish Department.
- Responsible for the ADOT Materials Source Pit Environmental Application and biological evaluation for the Chandler Ready Mix Lehi and Bard Ranch Sites.
- Responsible for environmental inspection and monitoring for EPNG pipeline repair in the San Carlos River, AZ. Instructed EPNG staff and contractor regarding environmental compliance issues, organized project meetings, determined possible project impacts to threatened and endangered species, and acted as on-site environmental inspector during all phases of construction and restoration.
- Responsible for literature review and assessment of I-10 corridor (Wintersburg Rd to 99th Ave) for threatened and endangered species issues. Produced vegetation and land-use maps for feasibility study by Parsons Brinckerhoff, Inc.

Arizona Game and Fish Department, Phoenix, AZ
Willow Flycatcher Project Coordinator (1997–2003)
Arizona Breeding Bird Atlas Field Supervisor (1994–1997)
Arizona Breeding Bird Atlas Field Assistant (1993–1994)

- Responsible for administering, organizing, and conducting annual Southwestern Willow Flycatcher training workshops, surveys and habitat restoration efforts. Reviewed EISs, EAs, BAs, BEs, and HCPs. Coordinated statewide willow flycatcher surveys and data compilation. Presented results and national and local venues.
- Conducted Yuma Clapper Rail surveys in southwest Phoenix.
- Responsible for hiring and supervising field crew conducting statewide breeding bird surveys, proofreading and maintaining computer database, producing annual reports, coordinating with other agencies and volunteers, producing newsletters. Arizona Breeding Bird Atlas (ABBA).

Selected Publications and Manuscripts

- Smith, A.B., A.A. Woodward, P.E.T. Dockens, J.S. Martin, and T.D McCarthey, 2003, Southwestern Willow Flycatcher 2002 Survey and Nest Monitoring Report. Nongame and Endangered Wildlife Program Technical Report, AGFD, Phoenix.
- Allison, L.J., C.E. Paradzick, J.W. Rourke, and T.D. McCarthey, 2003, A Characterization of Vegetation in Nesting and Non-Nesting Plots for Southwestern Willow Flycatchers in Central Arizona. *Studies in Avian Biology* 26:81-90.
- Paxton, E. H., M.K. Sogge, and T.D. McCarthey, 2003, Nestling sex ratio in the Southwestern Willow Flycatcher. *Condor* (in press).

Engineering and Environmental Consultants, Inc.
7878 N. 16th Street, Suite 140
Phoenix, Arizona 85020
(602) 248-7702
www.eec-info.com

EXHIBIT C
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

[Scope of Work and Payment Schedule]

See following pages.

SCOPE OF WORK

1. Background. The City of Avondale (the "City") requires NEPA review services (the "Services") on real property that will be will acquired, rehabilitated and demolished in the conduct of its Community Development Program (the "Program"). The Program is funded by the following federal sources: (i) Community Development Block Grant ("CDBG") Funds under Title I of the Housing and Community Development Act of 1974, Public Law 93-38; (ii) Home Investment Partnership Program ("HOME") funds under Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625; and (iii) Neighborhood Stabilization Program ("NSP") funds under Title III of the Housing and Economic Recovery Act of 2008, Public Law 110-289.

2. Program Funding. The Program will be funded approximately according to the following schedule.

Funding Sources Approximates				
Source	2009-2010	2010-2011	2011-2012	Total
NSP	$10,000	$10,000	$10,000	$30,000
CDBG	$10,000	$10,000	$10,000	$30,000
				$60,000

3. Schedule of Completion. The Contractor shall provide Services on an intermittent or on-call basis as determined by the City until June 30, 2012.

4. Scope of Work. The Contractor shall perform NEPA environmental reviews in compliance with the National Environmental Policy Act of 1969, as amended and 24 CFR Part 58. The number of projects is an estimate and not a guarantee of the amount of work to be performed. Prices are estimates. Actual prices will be based on individual property circumstances.

NEPA Environmental Reviews			
Type of Review	Approximate #	Single Unit Price	Multiple Unit Price (up to 6)
Level of Environmental Review Determination	20	$500.00	$425.00 ea.
Rehabilitation Related Appendix A's	20	$375.00	$325.00 ea.
Statutory Checklists	10	$550.00	$500.00 ea.
Environmental Assessments	5	$7,500.00	$7,000.00 ea.
Tiered Reviews	3	$500.00	$450.00 ea.

5. Vendor Staffing. The selected Vendor shall assign the following contact for contract transactions.

John P. Burton – Project Manager
Engineering and Environmental Consultants, Inc.
7878 North 16th Street, Suite 140
Phoenix, Arizona 85020
(602) 248-7702
jburton@eecphx.com

6. City Staffing. The City will assign the following staff member as the primary contact for contract transactions.

Ruth Clark, Revitalization Manager
1007 South Third Street
Avondale, Arizona 85323
(623) 333-2724
rclark@avondale.org

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - Quantum Integrated Solutions, Inc. for SCADA Support Services

MEETING DATE:
September 21, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting City Council approve a two-year Professional Services Agreement (PSA) with Quantum Integrated Solutions, Inc., for Supervisory Controls and Data Acquistion (SCADA) Support Services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The PSA's annual amount shall not exceed $75,000 and the total two-year contract amount is not-to-exceed $150,000.

BACKGROUND:

The Water Resources Department relies on the SCADA system to operate, control, and monitor two lift stations, 12 well sites, six booster stations, and the Water Reclamation Facility. Within the next two years, three more well sites will come on-line and a lift station will be upgraded to include SCADA. In an effort to ensure continued operation of the SCADA system without interruption, staff seeks to enter into a PSA with a SCADA Support Services consultant who can provide 24/7/365 emergency support, programming, troubleshooting, equipment calibration, testing, repairing, and other miscellaneous services to support the City's SCADA system.

DISCUSSION:

On June 30, 2009, a Request for Qualifications for SCADA Support Services was posted by the City's Procurement Officer. Five Statements of Qualifications (SOQ's) were received. Three of the five submittals met the posting requirements, a panel of City staff reviewed the SOQ's and determined all three firms were qualified, the three firms were interviewed, and two firms were selected to provide the requested services.

This PSA is for Quantum Integrated Solutions, Inc. The PSA is requirement-based such that the consultant is not guaranteed any specific quantity of work or amount of compensations over the term of the PSA. The City shall pay the consultant only for work requested by the City and at the hourly rate stated in the PSA. The annual amount shall not exceed $75,000 and the total two-year contract amount is not-to-exceed $150,000. The PSA allows renewal for up to four additional one-year terms if deemed in the best interest of the City and subject to availability of funds.

This is one of two (2) similar contracts on tonight's agenda. These contracts provide an enhanced level of security to ensure the availability of qualified consultants during emergency situations.

BUDGETARY IMPACT:

Funding for this PSA is available in the Water Operating Budget, line item 501-9122-00-6820 (Water Production Division), and the Wastewater Operating Budget, line items 503-9222-00-6820 (Wastewater Lift Stations Division) and 503-9230-00-6820 (Water Reclamation Facility).

RECOMMENDATION:

Staff recommends City Council approve a two-year PSA with Quantum Integrated Solutions, Inc., for SCADA Support Services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The PSA annual amount shall not exceed $75,000 and the total two-year contract amount is not-to-exceed $150,000.

ATTACHMENTS:

Click to download

- PSA

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
QUANTUM INTEGRATED SOLUTIONS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of September 21, 2009, between the City of Avondale, an Arizona municipal corporation (the "City"), and Quantum Integrated Solutions, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, WR 10-002 for SCADA Support Services, as amended by that certain Addendum No. 1, dated July 28, 2009 (the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications (the "SOQ") from vendors for professional consulting services.

B. The Consultant submitted a Statement of Qualifications (the "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 SCADA support 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 are 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 21, 2011 (the "Initial Term"). This Agreement may be renewed for up to four additional one-year terms (each a "Renewal Term") if deemed in the best interests of the City and subject to availability and appropriation of funds for renewal in each subsequent year. Such renewal shall occur upon the City's written notice to the Consultant given not later than 30 days prior to the end of the then - current term. The Initial Term and any Renewal Terms are collectively referred to as the "Term". Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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. This Agreement is intended to be requirements-based, such that the Consultant is not guaranteed any specific quantity of work or amount of compensation. The City shall pay Consultant only for work requested by the City, with an annual aggregate amount not to exceed $75,000.00 for the Services, at the rates set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference. If acceptable to the City, as evidenced

by inclusion in the City's written renewal as set forth in Section 1 above, an updated fee schedule may be adopted and shall replace the Fee Proposal in Exhibit D.

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. Neither party shall be liable for consequential, indirect or special damages.

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:	Quantum Integrated Solutions, Inc. 2141 East Broadway Road, Suite 217 Tempe, Arizona 85282 Facsimile: 480-699-7128 Attn: Thomas Reski

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 (a) 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 (b) 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.

14.21 Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement 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, in accordance with subsection 14.14 of this Agreement, 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 Agreement. Force majeure shall not include the following occurrences:

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

b. Late Performance. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this subsection 14.21.

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 accordance with this subsection 14.21 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 for completion of the Services shall be extended by written amendment to this Agreement 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 Agreement.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Consultant**"

QUANTUM INTEGRATED SOLUTIONS, INC., an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of QUANTUM INTEGRATED SOLUTIONS, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
QUANTUM INTEGRATED SOLUTIONS, INC.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR JOB ORDER CONTRACT- SCADA SUPPORT SERVICES:

City of Avondale

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	WR 10-002
Solicitation Title:	"SCADA Support Services"
RFQ Release Date:	**June 30, 2009**
Final Date for Inquiries:	**July 13, 2009** **5:00 p.m.** (local time, Phoenix, Arizona)
Non-Mandatory Pre-Submittal Conference:	**July 08, 2009** **10:00 a.m.** (local time, Phoenix, Arizona) Avondale Civic Center Sonoran Conference Room 11465 West Civic Center Drive Avondale, Arizona 85323
SOQs Due Date and Time:	**July 16, 2009** **3:00 p.m.** (local time, Phoenix, Arizona)
Letters to Final Listed Firms:	**July 20, 2009**
Interviews:	**July 29, 2009 (SUBJECT TO CHANGE)**
Target City Council Award Date:	**September 14, 2009**
City Representatives:	**Lisa Johnson** **lisajohnson@avondale.org** **623.333.5016** **Loretta Browning** **lbrowning@avondale.org** **623.333.2029**

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I. INTRODUCTION

The City of Avondale (the "City") is seeking highly qualified firms to provide Job Order Contract ("Job Order Contract") services for support of the Water Resource Department's SCADA systems. The JOC firm must be experienced in providing SCADA support services outlined in Article III below (the "Services"). The required qualifications are to be demonstrated in the experience of the proposed JOC firm.

In order to achieve the above-stated goals, the City hereby solicits Statements of Qualifications ("SOQ") from interested JOC firms to provide the Services. This will be a one-step, qualifications-based process as authorized by ARIZ. REV. STAT. § 34-601 *et seq.* A Request for Proposal will not be issued.

The JOC firm shall be the lead firm and shall be the party responsible to the City for the Services. The City will seek to contract with a JOC firm (i) with extensive experience in providing the Services under similar circumstances as described in this Request for Qualifications ("RFQ"). The JOC firm will be responsible for subcontracting with all other required parties and will be responsible for such supervision and control over the other team members as is necessary for the timely and accurate delivery of the Services.

Upon receipt of a SOQ, each submittal will be reviewed for compliance with the SOQ requirements. A Selection Committee composed of representatives from personnel from the City of Avondale will review the SOQs. The selection process will be conducted according to the schedule indicated on the cover page of this RFQ. The Selection Committee shall (i) review the SOQs according to the criteria outlined in this document and (ii) create a "short list" of at least three (3) qualified JOC firms for further consideration. The Selection Committee will rank the firms based upon its evaluation of (i) the SOQ, (ii) information provided by references and (iii) interviews.

After the firms are ranked, the City will immediately enter into negotiations with the two highest-ranked JOC firms to finalize JOC Agreements. Each Agreement must be executed by August 19, 2009, for the September 14, 2009, Avondale City Council agenda. In order to facilitate the contract negotiation process, a sample Agreement will be distributed to all interested JOC firms at the Pre-Submittal Conference. The City reserves the right to terminate the selection process at any time.

II. BACKGROUND

The Water Resources Department currently utilizes SCADA at two lift stations, 12 well sites, six Booster Stations and the Water Reclamation Facility. During the project period, three more well sites may come on-line and there is a possibility one lift station may be upgraded to include SCADA. All the Water Resources sites utilizing SCADA are contained within the City's 44 square mile corporate boundary.

The Water Resource's SCADA system is based on the Wonderware System Platform with 25,000 I/O with Application Server, redundant SCADA terminal servers, historian server and all I/O communications.

III. SERVICES OVERVIEW

The selected JOC firm shall be responsible for the following:

1. Provide SCADA support services including:

    a. Emergency SCADA Support Services
    b. Programmable Logic Controller (PLC) trouble shooting and programming
    c. Human Machine Interface (HMI) and Supervisory Controls and Data Acquisition (SCADA) trouble shooting, programming and configuration
    d. HMI and PLC system design, testing and configuration
    e. Installation of software and patches for HMI and PLC
    f. SCADA Alarm trouble shooting and programming
    g. Control system and control panel design, installation and start up
    h. Preparation and review of design and programming drawings and plans
    i. Field equipment calibration
    j. Electrical systems and controls trouble shooting and repair
    k. UPS (Uninterrupted Power Supply) testing, trouble shooting, and test results reporting
    l. Communications trouble shooting and repair
    m. Functional and operational training
    n. Historian reports and trending

2. The JOC firm is required to provide emergency-critical support services within four hours of notification by City personnel. An emergency-critical is defined as a problem that prevents the process or equipment from running, which may cause an unsafe condition or permit violation.
3. A JOC firm is required to provide emergency-non critical support services within 18 hours of notification by City personnel. Emergency-non critical is defined as a problem, which must be addressed promptly but which does not posse an immediate danger of an unsafe condition or a permit violation.
4. JOC firm is required to provide a phone number for emergency support service which is answered 24 hours per day, 365 days per year.
5. The JOC firm shall be experienced in the utilization of Unity Pro software, Modicon PLC, and Wonderware products.
6. The JOC firm shall follow the City of Avondale's PLC and HMI standards. Standards document will be provided to the JOC firm.
7. JOC firm is required to document all PLC programming changes, including comments, symbols, and descriptions are saved with the logic file and are internal to the PLC. Thus, if a program is uploaded, the full documented logic is available.

After PLC programming changes, JOC firm will provide to the City of Avondale on CD the new or modified PLC program file and a MS Word document indicating new program or all changes made to the file.

City shall provide staff input, guidance and evaluation of the JOC firm's work and final review and approval of all work products.

IV. PROJECT BUDGET

A total two year budget of $150,000 has been established for SCADA support services.

V. 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 JOC firm's SOQ non-responsive. 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 may result in the SOQ being rejected as non-responsive.

VI. STATEMENT OF QUALIFICATIONS REQUIREMENTS

1. Preparation/Submission of SOQ. JOC firms are invited to submit an SOQ for the Services outlined in this RFQ. JOC firms shall review their SOQ submissions to ensure the following requirements are met.

a. Interested parties must submit one (1) original and six (6) copies (seven (7) total submittals) of the SOQ.

b. The SOQ shall be submitted with a cover letter containing an original ink signature by a person authorized to bind the JOC firm. 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 25 pages to address the SOQ criteria (excluding resumes, 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 criteria information on one side. This page limitation does not include any pages submitted in response to Section 6 of Article VII below or the JOC firm Information Form. Cover letter, cover, back, table of contents and tabs shall 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 JOC firms shall (i) examine the entire RFQ, (ii) seek clarification of any item or requirement that may not be clear within seven days of the opening of this RFQ, (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 as follows: **Statement of Qualifications for SCADA Support Services WR 10-002)**, 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.

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 time and date indicated on the cover page of this RFQ.

g. 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 JOC firm 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 SOQ Due Date and Time.

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

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

6. Amendment of SOQ. At any time prior to the specified Due Date and Time, a JOC firm (or designated representative) may amend its SOQ. Facsimile, electronic (e-mail) 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 JOC firm 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. 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. Until an award and execution of a JOC agreement, only the name of the finalists will be publicly available.

9. Confidential Information.

a. If a JOC firm 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 JOC firm 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 JOC firm in writing of such determination.

10. JOC Firm Licensing and Registration. Prior to the award of the Agreement, the successful JOC firm shall (a) be registered with the Arizona Corporation Commission to do business in Arizona, (b) have a completed Request for Vendor Number on file with the City Financial Services Department and (c) hold all necessary licenses and/or registrations as required by the State of Arizona; provided, however, that if the portion of the Services requiring a technical registrant under ARIZ. REV. STAT §32-101 *et. seq*. are to be completed by a subcontractor of the SOC, such firm or person shall be appropriately licensed pursuant to such requirements. The JOC firm shall provide licensure information with the SOQ.

11. Insurance Requirements. Each short-listed JOC firm must meet the City's standard insurance requirements as described in the Agreement. Proof of insurance certificates will be due at the time of the short-listed JOC firm interviews. Insurance requirements and directions for certificate submittals will be provided at the time of interview notification.

12. Certification. By submitting a SOQ, the JOC firm 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 JOC 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 above.

e. In addition to reviewing and understanding the SOQ requirements, it has reviewed the Agreement including the Exhibits that will be distributed to all interested JOC firms at the Pre-Submittal Conference.

13. Protests. Any interested party 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.

VII. STATEMENT OF QUALIFICATIONS FORMAT

SOQs shall be submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall render the SOQ non-responsive.

Cover Letter. See Article VI, Statement of Qualifications Requirements, Section 1 Preparation/Submission of SOQ, Subsection b.

Section 1: SERVICES Understanding.

a. Describe the key issues that you feel are critical to your successful completion of the Services.

b. Describe your approach to dealing with the overall management of the Services.

c. Provide a subcontractor selection plan/procedure. Include how subcontractors are selected (must be either qualifications alone, or qualifications plus price), presented to and/or approved by the City, how bids are taken from pre-qualified subcontractors, how final subcontractor selection is made and by whom.

d. Provide information on how subcontractors participate in the design process and how they are compensated.

Section 2: JOC firm Organization.

a. Provide a general description of the primary company that is proposing to provide the required Services. Explain the legal organization of the company.

b. 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 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.

c. Identify the location of the firm's principal office and the local work office, if different.

d. Provide a clear and concise team organization chart that clearly defines how the team will function within the JOC framework on a day-to-day basis. Include*:*

(1) Names.

(2) Titles.

(3) Firm affiliations.

(4) Proposed roles.

Note: The individuals identified in the Organization Chart will be contractually obligated to these Services unless the City approves a personnel change in accordance with the process set forth in the Agreement.

e. Discuss the team organizational structure and specifically how it will contribute to meeting the goals and addressing the critical issues of the Services.

f. Discuss your approach to the distribution of information and documentation throughout the team and to others.

g. Discuss whether or not this specific team has worked together on past projects. Provide a matrix with members with those joint project(s). If not, discuss why we should expect this team to be successful in providing these.

Section 3: Key Personnel Resumes.

a. Manager Resume. Include:

(1) Name and company affiliation.

(2) Current Company Title.

(3) Educational History.

(4) Work History and current work location.

b. Manager Reference Information. Include:

(1) Three (3) similar project examples worked on within the last five (5) years.

(2) Project name and location.

(3) Client contact's name and current telephone number. If you are unable to provide this information please explain why.

(4) Project budget and final construction cost.

(5) Project delivery method

(6) A description of the person's role in the project.

Note: This information will be used for reference purposes. Lack of information or inaccurate information will impact the reference score.

c. Other KEY Team Member Resumes (Limit 2). Include:

(1) Name and company affiliation.

(2) Current Company Title.

(3) Educational History.

(4) Work History and current work location.

d. Other KEY Team Member Reference Information. Include:

(1) Three (3) similar project examples worked on within the last five (5) years.

(2) Project name and location.

(3) Client contact's name and current telephone number. If you are unable to provide this information please explain why.

(4) Project budget and final construction cost.

(5) Project delivery method.

(6) A description of the person's role in the project.

Note: This information will be used for reference purposes. Lack of information or inaccurate information will impact the reference score.

Section 4: Discuss your experience providing SCADA support to water and wastewater utilities/municipalities.

a. Discuss your ability to provide emergency-critical support services within four hours of notification by City personnel; including your method for City staff contacting you 24 hours per day, 365 days per year.

b. Discuss your experience installing and supporting Modicon PLC CPUs.

c. Discuss your experience using IEC 61131-3 standards for programming of field controllers and utilization of Unity Pro software.

d. Discuss your experience with Wonderware software. Do staff members at your firm have certifications on Wonderware products?

e. Discuss your experience calibrating field instruments such as tank level, water pressure, flow meter. What field instrumentation equipment and testing certifications if any, do staff members at your firm have?

Section 5: Capacity.

a. JOC firm's Capacity. List the JOC firm's number of employees by job classification, annual volume of work, financial capacity and bonding capacity to carry out the Services.

b. Technical Capacity. Describe the computer software/technology your team has available for use in conjunction with the Services, including:

(1) Schedule tracking.

(2) Estimating.

(3) Budget tracking and audits.

(4) Public interface.

(5) General communications.

Elaborate on how you have maximized the technology's potential on prior projects and how you intend to use it on this one.

Section 6: Exceptions to the Agreement. The City will provide a copy of the proposed JOC Agreement at the Pre-Submittal Conference. Each JOC firm will be expected to (i) accept the JOC Agreement as is, including insurance requirements, or (ii) list any changes or exceptions thereto within their SOQ submittal as Section 6. Failure to list any exceptions will be assumed as acceptance of the JOC Agreement "as-is."

JOC Firm Information Form (may be attached as separate appendix).

VIII. SCORING

Points will be determined by the Selection Committee members according to the scoring system set forth below.

SOQ Evaluation (maximum 100 points)

Each member of the selection committee will independently score each SOQ based upon his/her evaluation of the SOQ submitted using the following scoring system:

10 points	Section 1	Project Understanding
15 points	Section 2	JOC Firm Organization
30 points	Section 3	Key Personnel Resumes
40 points	Section 4	JOC Experience
5 points	Section 5	Capacity

References (maximum 25 points)

References will be contacted for the members of the short-listed JOC firms using the information provided in Section 3 of the Scoring Section of this RFQ. If the reference information provided is incomplete or inaccurate a score of zero will be assigned for that reference. It is not the responsibility of the City's Representative to research telephone numbers or facsimile numbers. In addition to contacting current and past clients the City's Representative will also review information made available by the Registrar of Contractors, the Better Business Bureau and other public sources. The result of these findings will be disclosed to the Selection Committee prior to interviews.

Interviews (maximum 100 points)

The interview will be scored utilizing the same categories and maximum total points as given in Sections 1 through 5 of this Article VII. The Selection Committee will follow up with additional questions in each of the categories.

Interviews are tentatively scheduled for the date indicated on the cover page of this RFQ, but all JOC firms understand that this date is subject to change at the direction of the City.

The interview points will then be added to the SOQ scores and the reference results to achieve a cumulative score. A final ranking will be determined based on the cumulative point total.

IX. AWARD OF AGREEMENT

1. Evaluation/Award of Agreement. Upon receipt of the SOQ, each submittal will be reviewed for compliance with the SOQ requirements. The JOC firms will be selected according to the process stated above in Selection Process and Schedule. The Selection Committee will rank the JOC firms based upon its evaluation of (a) the SOQ, (b) information provided by references and (c) interviews.

2. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (a) waive any immaterial defect or informality, (b) reject any or all SOQs or portions thereof and (c) reissue an RFQ.

3. Contractual Relationship. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ, the JOC firm's responsive SOQ and the City's JOC agreement form, 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 JOC firm has signed, and the City has approved, an Agreement with JOC firm in a form acceptable to the City Attorney.

X. JOC FIRM INFORMATION FORM

By sending a Statement of Qualifications, the submitting JOC firm certifies that it has reviewed the administrative information and draft of the JOC Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

_____	_____
JOC 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

SCADA SUPPORT SERVICES
WR 10-002

Addendum No. 1

Date: July 22, 2009

From: Lisa Johnson, City Representative

Subject: Addendum No. 1 to RFQ WR 10-002

SOQ Deadline: **July 28, 2009** (REVISED)**,** 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 changes to the Solicitation Schedule, Section I – Introduction, Section VII – Statement of Qualifications Format, and Section VIII – Scoring, to Request For Qualifications No. WR 10-002 released on June 30, 2009.

ADDENDUM

1. The Final Date for Inquiries is hereby changed to **July 22, 2009**.

2. The SOQ Deadline is hereby changed to **July 28, 2009**, **3:00 p.m.** (local time, Phoenix, Arizona).

3. The date of Letters to Final Listed Firms is hereby changed to **August 6, 2009**.

4. The date of Interviews is hereby changed to **August 18, 2009** (subject to change).

5. The Target City Council Award Date is hereby changed to **September 21, 2009** (subject to change).

6. Page 1, Section I – Introduction, Paragraph 1, is hereby amended as follows:

> The City of Avondale (the "City") is seeking highly qualified firms to provide ~~Job Order Contract ("Job Order Contract")~~ services for support of the Water Resource Department's SCADA systems.

All subsequent references to "JOC" in RFQ WR-10-002 are hereby deleted.

7. Page 10, Section VII – Statement of Qualifications Format, Section 6, Exceptions to the Agreement, is hereby amended as follows:

The City will provide a copy of the proposed ~~JOC Agreement at the Pre-Submittal Conference~~ AGREEMENT TO THE THREE SHORT LISTED FIRMS. Each ~~JOC~~ firm will be expected to (i) accept the ~~JOC~~ Agreement as is, including insurance requirements, or (ii) list any changes or exceptions thereto within their SOQ submittal as Section 6. Failure to list any exceptions will be assumed as acceptance of the ~~JOC~~ Agreement "as-is."

8. Page 10, Section VIII – Scoring, SOQ Evaluation, is hereby amended as follows:

<u>SOQ Evaluation (maximum 100 points)</u>
Each member of the selection committee will independently score each SOQ based upon his/her evaluation of the SOQ submitted using the following scoring system:

10 points	Section 1	Project Understanding
15 points	Section 2	~~JOC~~ Firm Organization
30 points	Section 3	Key Personnel Resumes
40 points	Section 4	~~JOC Experience~~ SCADA Support Services, Emergency SCADA Support Services (Critical and Non-critical)
5 points	Section 5	Capacity

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR STATEMENTS OF QUALIFICATIONS

SCADA SUPPORT SERVICES
WR 10-002

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.

_____, _____2009
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
QUANTUM INTEGRATED SOLUTIONS, INC.

[Consultant's SOQ]

See following pages.

July 23, 2009

Ms. Loretta Browning
CITY OF AVONDALE
PURCHASING DEPARTMENT
City Clerk's Office
11465 West Civic Center Drive, Suite 200
Avondale, AZ 85323

RE: RFQ for – SCADA Support Services

Dear Ms. Browning:

Quantum Integrated Solution (QIS) is providing this Statement of Qualifications (SOQ) to the City of Avondale for the SCADA support Services per the RFQ requirements.

We have submitted this SOQ in conformance to the solicitation requirements. If you have any questions regarding this SOQ, please contact us at 480-699-7124.

Please note that the address listed below will become Quantum's new business address as of August 1st, 2009. All other methods of communications with us remain the same as submitted.

Respectfully,

Thomas Reski

Thomas Reski
President
Quantum Integrated Solutions, Inc.

EXECUTIVE SUMMARY:

QUANTUM'S QUALIFICATIONS:

Quantum Integrated Solutions, Inc has been in the controls automation and software / engineering business since 2001. The principal of Quantum, Thomas Reski and our engineering manager, Don Campbell, P.E. have both been in the industry since 1979 developing controls and software solutions.

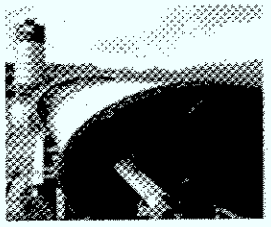
Quantum Biography:

- Quantum was incorporated in the State of Arizona – December 1, 2001
- Quantum is an U. S. Corporation
- Quantum's Federal Tax ID # 26-0009406
- The company was founded by Thomas Reski following my departure from another Phoenix Engineering firm, where I was the location / engineering manager for the Arizona branch. Since 2001, Quantum has grown to over 10 engineers providing software and hardware services to clients throughout the Southwest. We are an appointed Rockwell and Wonderware Systems Integrator.
- Quantum is privately held by Thomas Reski
- Quantum employees 10 engineers
- (1) One sales location – Tempe, AZ
- (1) One service location – Tempe, AZ

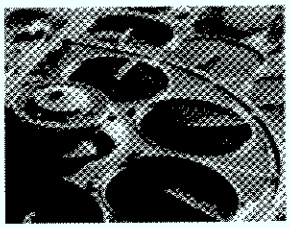
Business and Market Focus:

- Quantum's business is diversified into (3) market focus objectives:
  - Engineering
  - Systems Integration (PLC & SCADA)
  - General Contracting (Quantum is an Arizona licensed General Contractor)

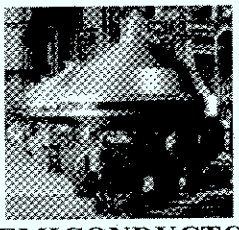
- Quantum business serves the following vertical markets in the Southwest:
  - Mining
  - Municipal Water Treatment Facilities
  - Municipal Wastewater Treatment Facilities
  - Municipal Water Distribution and Telemetry Systems
  - Semiconductor Manufacturing



MINING



WATER / WASTEWATER



SEMICONDUCTOR

All questions concerning this S.O.Q. shall be directed to: Mr. Tom Reski – 480-699-7124 at the Quantum address provided above.

SECTION I - SERVICES UNDERSTANDING

a) Describe the key issues that you feel are critical to your successful completion of the Services

a. This SCADA Support Services contract requires Quantum to have knowledge in a multitude of software systems such as:
   i. Modicon PLC's and Hot Backup systems
   ii. Wonderware Galaxy (Archestra, Historian, Reports and Trending)
   iii. Magelis OIT Local Displays
   iv. Radio Systems (Spread Spectrum and Licensed)
   v. Computer Systems, Networks and Servers
   vi. Instrumentation (Flow, Pressure, Temperature, Current)
   vii. Controls equipment (Switchgear, MCC's, Motors, Pumps, etc.)

b. Quantum engineers have been factory trained in most of these systems or have years of hands-on electrical and instrumentation experience that qualify each engineer for worked in the field.

c. Since all work will be performed "In-House" by Quantum employees, no software subcontractors are required. Also, since Quantum is a licensed General Engineering Contractor in the State of Arizona (see license in appendix) we can also handle issues surrounding the repair / replacement of equipment and appurtenances, which is clearly outside the scope of software development. This is itself provides the City of Avondale, the opportunity to utilize Quantum as your source for ALL REPAIRS associated with your automation systems.

Another critical issue for Quantum is to have ALL the experiences and software licenses for all the products the City of Avondale has in there automation systems. One in particular that was not mentioned in the RFQ is for the Magelis OIT's. Many of these OIT devices are in place within the Avondale processes and Quantum has worked on most of these and has the software licenses for this equipment.

b) Describe your approach to dealing with the overall management of the services

a. This SCADA Support Services contract will be handled as we handle our other contracts. That is, all requests for this work will be handled by either Tom Reski or Don Campbell who will then develop a cost proposal for the requested work. All requests for information and direction from Avondale staff will be documented and placed onto our Server. This server is accessible by the City Avondale staff through password interface. Once the field work has commenced, our engineers will be dealing with Avondale staff for the duration of the work.

c) Provide a Subcontractor Selection Plan / Procedure

a. This SCADA services contract will be "Self-Performed" by engineers in our employ. At this time we do not expect to hire subcontractors to perform any part of the work described in this RFP.

d) Provide information on how subcontractors participate in the design process and how they are compensated.

a. As stated above, Quantum will self-perform all services listed in the statement of qualifications. At this time we do not expect to hire subcontractors to perform any part of the work described.

SECTION I - SERVICES UNDERSTANDING

Quantum Integrated Solutions/Engineering is an Electrical Engineering / Process Control Instrumentation and Consulting firm based in Tempe, AZ. We offer a wide range of experience and capabilities in the water and wastewater industry. We have experience in; I & C process design, analysis, DCS systems design, PLC systems design and software development, HMI/SCADA design and software development, SQL computer systems applications, industrial networking and database development. In addition we have significant experience in standards development, training and documents such as P & ID development, Sequence of Operations (SOO's) and instrument index's.

Our SCADA experience with PLC controllers includes Allen-Bradley, Modicon, GE and Siemens. We have significant experience with Wonderware, Rockwell, Siemens and GE HMI software applications. This experience includes the systems design and development of software applications. Typical applications require interface to SQL type database applications. We have provided to our clients, numerous database and reporting applications in conjunction with the HMI SCADA applications.

Quantum has been in business since 2001, offering to our process clients all the disciplines offered above. As one of the largest controls and automation systems integrators in the Arizona dedicated to I & C design, EE, mechanical, and controls applications, we feel that our staff is well qualified for this City of Avondale project. Several of the individuals shown on the organization chart below have worked as a team at Quantum now for over 6 years and prior to that, as a team at another valley engineering firm for over 8 years. We have on staff, a licensed P.E. (Electrical & I & C), who will oversee any/all designs and drawings that may be requires as part of the project deliverables.

Quantum is uniquely familiar with the City's processes, infrastructure and people. The project manager, Don Campbell, has significant project management experience with I & C projects over the past 28 plus years in his career.

Quantum Integrated Solutions knowledge is based upon years of project work in the process and WWT industry. Our understanding of instrumentation, controls, telemetry and legacy DCS, PLC and I/O systems is unmatched in Arizona.

PROCESS I & C

- Electrical Engineering
- Project Management
- Control Systems Analysis
- SOO - Sequence of Operations
- Owners Construction Representation
- Existing Panels/Wiring - Drawing of Record
- Motor Control Centers
- P & ID Design
- Instrumentation (Flow, Temp, Level, Analytical)
- PID (PLC) Loop Tuning
- Instrument Calibration
- PLC Design & I/O Configuration
- Control Valve and I/P Control design
- Document Physical Networks
- Alarm Data and Pager Based Notification
- Planning and Consulting
- Technical Writing
- Drafting - AutoCAD
- Instrumentation Detail Design
- Training Curriculum and Schools

DCS/SCADA PROCESS SERVICES

- HMI SCADA Design & Configuration (Wonderware, Rockwell, Intellution, Cimplicity)
- Process Control Design
- Network Topology Designs
- Radio Telemetry
- Safety Systems
- AutoCAD
- Documentation

INDUSTRIAL NETWORKING SERVICES

- 10/100 base-T Network Analysis and Design
- Industrial Data Networks Design knowledge (Modbus, Profibus, ControlNet, Data Highway, Lon Works, etc.)
- Security Needs Survey
- (RAS) Remote Access Integration to Process Control Systems
- NT Server Configuration
- SQL Server
- Database Systems Analysis

COMPUTER SYSTEMS INTEGRATION

- SQL Database Development
- XP Server Configuration
- NT Server Configuration
- .NET Applications
- (RAS) Remote Access Integration to Process Control System

A key component to a successful implementation of an I & C project is a very thorough understanding of the process systems. The Quantum engineering staff assigned to this project have the I & C, PLC, DCS knowledge and project management experience and significant knowledge in the construction process for control systems. When projects meet critical construction phase, we found that daily meetings with key contractors and client are needed in order to keep schedule and resolve issues.

Quantum's approach to this project will entail many of the following procedures and tasks. Our expertise in the I & C marketplace is such that we are recognized as having the PREMIER I & C technical programming staff for computer based control systems. Our expertise extends from DCS based controllers with Opto I/O to PLC based systems utilizing various instruments, controllers and I/O. The systems and solutions we provide include most facets of I & C systems such as:

- ❖Project Management
- ❖Design Review Meetings
- ❖Electrical Engineering
- ❖Panel design/layout/CAD
- ❖Instrument selection/calibration/commissioning
- ❖Instrument Loop Checks
- ❖DCS Configuration
- ❖HMI SCADA Configuration
- ❖PLC applications development
- ❖Systems Installation and grounding
- ❖Systems Commissioning
- ❖O & M's
- ❖Operations/Maintenance Training
- ❖On-going support of I & C systems

Quantum has just completed three (3) City of Avondale projects as a subcontractor. Quantum's role was to provide the PLC and SCADA software components and installation supervision/commissioning and testing of these systems. We worked with the design team and contractors and employed the City design standards for all products and submittal drawings.

Further, we provided the construction installation inspection and commissioning/testing/calibration of the instruments and panels. As with most projects, we complete the control system with the O & M deliverables. We understand the cities O & M requirements and what is necessary and required to perform this deliverable.

With respect to the design phase of our construction projects, we include multiple design meetings (30, 60, 90) as reviews for the I & C systems. We have the electrical controls foundation which enables our staff to quickly assess the issues and requirements of most control strategies. We are familiar with the development of the process descriptions and how they inter-relate to the mechanical systems, controls hardware, PLC programming and SCADA.

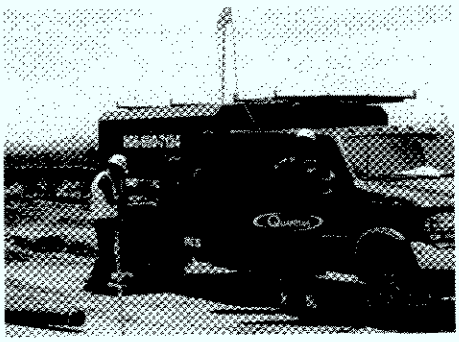
This J.O.C. is well within the skill set and manpower of the QIS. **Quantum is a licensed General Engineering (A) contractor in the state of Arizona**. We understand all aspects of software implementation and I & C installation applications including grounding, ground loops, control panels, PLC Systems, Computers and instruments. We perform loop checks and instrument calibrations on virtually every project we are involved.

Quantum has the calibration tools and instruments necessary for calibrating instruments, doing loop checks and providing radio spectrum analysis for 900Mhz, 2.4Ghz and 5.8Ghz radio systems.

III. SERVICES OVERVIEW

A key component to a successful implementation of a JOC project is a very thorough understanding of the process systems and client software standards. The Quantum engineering staff assigned to this project have the I & C, PLC and SCADA knowledge and project management experience as well as significant knowledge in the construction process for control systems. The systems and solutions we provide include most facets of SCADA systems such as:

- ❖Installation Services
- ❖Construction Management
- ❖Project Management
- ❖Systems Design
- ❖Electrical Engineering
- ❖Panel design/layout/CAD
- ❖Instrument selection/calibration/commissioning
- ❖Instrument Loop Checks
- ❖OIT Screen Configuration
- ❖ HMI SCADA configuration
- ❖ PLC applications development
- ❖ Radio Systems Installation and grounding
- ❖ Systems Commissioning
- ❖ O & M's
- ❖ Operations/Maintenance Training
- ❖ On-going support of I & C systems



To address the City of Avondale's specific RFP requirements we submit the following with respect to the requirements:

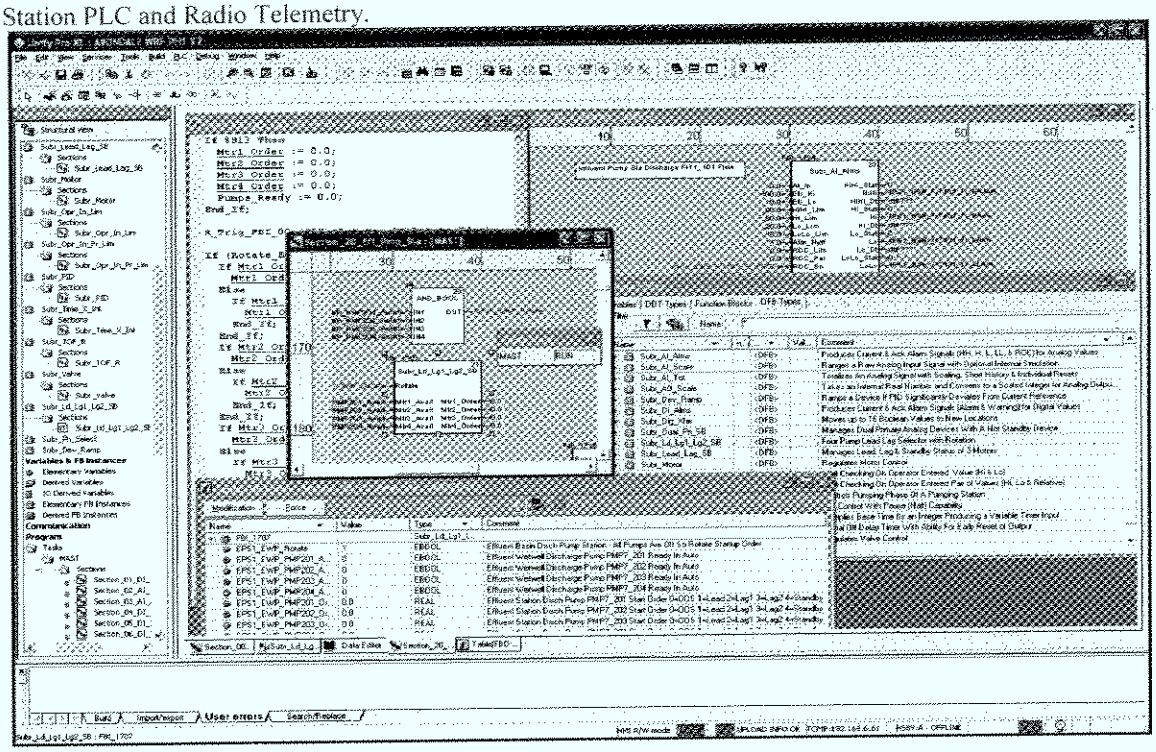
1. PROVIDE SCADA SUPPORT SERVICES

a) EMERGENCY SCADA SUPPORT

a. Quantum will provide "On-call" 24/7 support services for the duration of this contract. A "Toll-Free" number as well as engineer's cell phone numbers will be available to the City of Avondale for this contract.

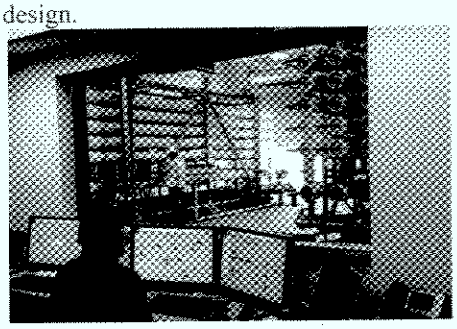
b) PROGRAMMABLE LOGIC CONTROLLER (PLC) TROUBLE SHOOTING AND PROGRAMMING

a. Quantum is very familiar with the Modicon PLC systems within the City of Avondale Water Infrastructure. We have developed and provided the PLC software for many of the current operational PLC's, i.e. Del Rio Ranch Reservoir and Booster Station, Solids Handling Building WRF PLC code rewrites, Phase 0 WRF Aeration Basin Modifications, WRF Plant Expansion Redundant Quantum PLC's, Coldwater Reservoir and Booster Station PLC and Radio Telemetry.



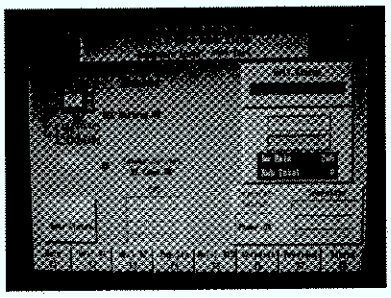
c) **HUMAN MACHINE INTERFACE (HMI) AND SUPERVISORY CONTROLS AND DATA ACQUISITION (SCADA) TROUBLESHOOTING, PROGRAMMING AND CONFIGURATION**

a. As with the PLC systems, Quantum is highly experienced in the City of Avondale SCADA computers, software and standards. We have developed or upgraded the HMI (Magelis and Wonderware System Platform) software systems at most of the sites mentioned in the PLC section above. Further, we have expanded the "Standards" document which is owned by the City of Avondale to include new processes that were not included in the original document design.



d) **HMI AND PLC SYSTEMS DESING, TESTING AND CONFIGURATION**

a. Quantum is at its core, and electrical engineering firm. As such, we design and develop not only the control hardware configurations for our systems, but also develop the controls strategies, which is the narrative for how the programmer is to write his code and configure the SCADA screens and libraries.

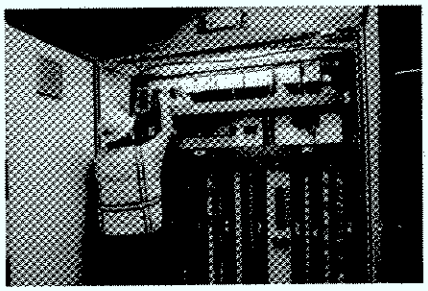


e) **INSTALLATION OF SOFTWARE AND PATCHES FOR HMI AND PLC**

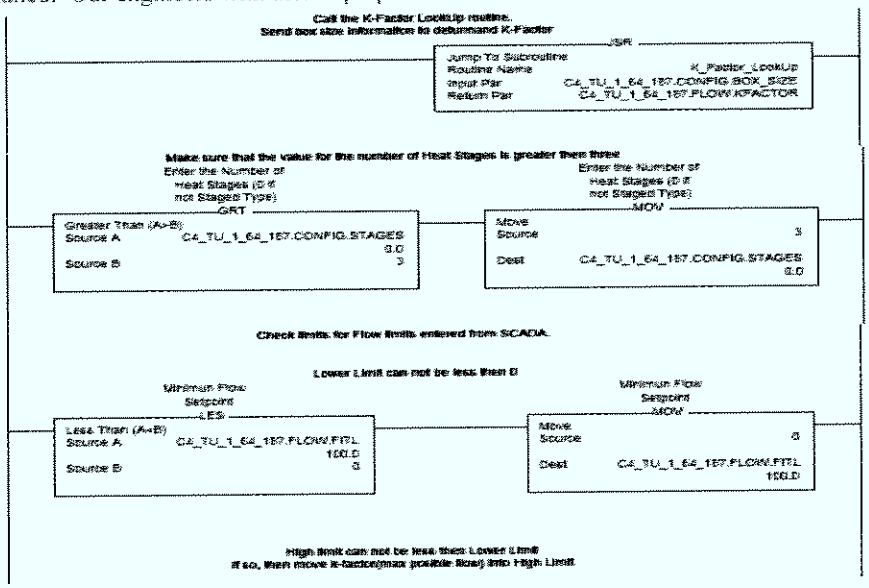
a. Quantum recently was contracted by the City of Avondale to provide code changes (Patch) to the Coldwater Reservoir and Booster Station PLC and Radio Telemetry system as the "Hot-Backup" configuration was not operational. We completed this work within the budgeted time and dollars made available to us.

f) **SCADA ALARM TROUBLESHOOTING AND PROGRAMMING**

a. SCADA, when considered as a whole, includes the PLC controllers, Wiring, Instrumentation, Computers, radio systems, Networks (Ethernet, Modbus, Data Highways) and software for both the PLC's and HMI. Troubleshooting all the components requires a complete knowledge of each and every one of these systems supplied by numerous manufacturers. Quantum's engineers assigned to this project, each have over 10 years experience with numerous manufacturers products, systems and software applications. This knowledge comes from "Hands-On" field experience; there is no substitute for this field knowledge. Our staff has this experience which is unmatched by any of our competitors in this market.

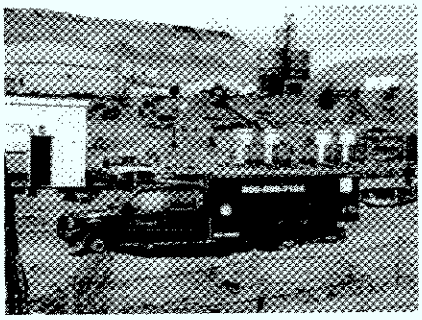


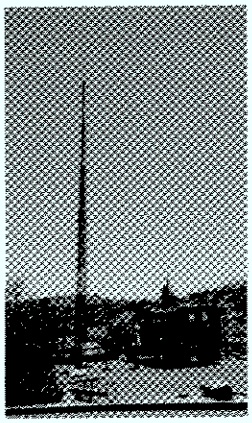
b. Quantum maintains our own software licensing for most major PLC and SCADA systems software applications. The software is our basic troubleshooting tool necessary to get on-line with the various systems to indentify the source of the problem associated with the system. We often say…"Software Does Not Break" and generally find that a field sensor or mechanical device has failed before the software or controller has failed. Our engineers with their laptops and software troubleshoot at this level first to identify the issue.



g) CONTROL SYSTEM AND CONTROL PANEL DESIGN, INSTALLATION AND STARTUP

a. Quantum panel design, installation and startup services are self-performed as we are a licensed contractor in the State of Arizona. Our panel designs are all developed in AutoCAD format 10.0. We maintain a complete library of systems design requirements and specifications for multiple city requirements. For Installation and Startup services, we have our own trucks for on-site service and installation services.

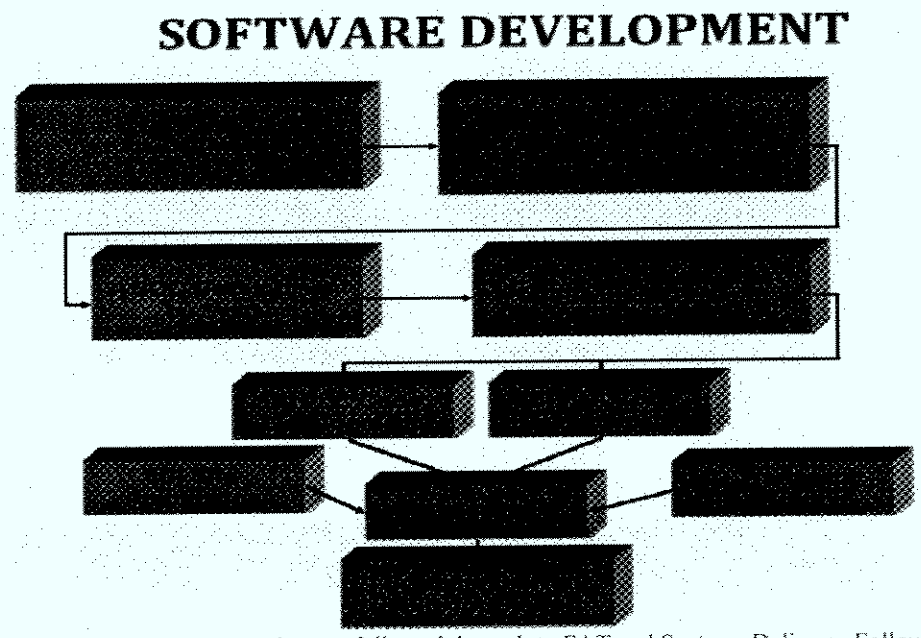




b. Quantum also provides field radio services designs for the radio telemetry designs we develop. In order to complete these designs and place them on paper, a field radio propagation study is prepared. This is accomplished by taking our trucks and tower out to the field and set up the system to determine radio path capabilities as well as signal strengths. The tower, which telescopes to over 100', is used as our base station and transmits to our remote radio truck.

h) PREPARATION AND REVIEW OF DESIGN AND PROGRAMMING DRAWINGS AND PLANS

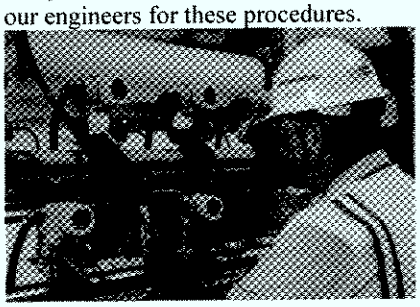
a. Each and every project delivery has a unique execution strategy as dictated by our clients. Typical however is the methodology for execution, which is depicted as follows:



b. The process follows steps that are followed through to FAT and Systems Delivery. Follow completion of electrical design, the engineering divides into two parallel paths for PLC and SCADA HMI development. These two tasks are then re-matched at the FAT where the entire development is then tested prior to delivery to the field.

i) FIELD EQUIPMENT CALIBRATION

a. Each of Quantum's engineers is fully qualified to perform instrument calibration services. In fact, it is a critical component of our start-up program we provide for each project. We provide the test and calibration tools to our engineers for these procedures.



j) ELECTRICAL SYSTEMS AND CONTROLS TROUBLESHOOTING AND REPAIR

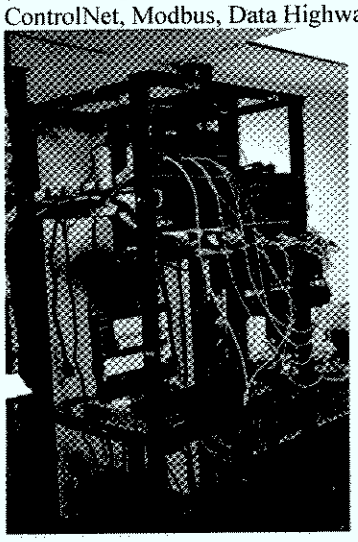
a. Each and every system we deliver to the field will go through some form of troubleshooting during startup. This will take the form of incorrect field wiring, power supply issues or incorrect terminations. Further, when we are operating under Maintenance JOC's, we are often called out to troubleshoot and repair instruments and or PLC equipment as well as computer platforms that host the SCADA applications.

k) UPS TESTING, TROUBLESHOOTING AND TEST RESULTS REPORTING

a. Once again, the UPS system is integral to the operation of the controls systems we provide services. Although it is an infrequent event that the UPS system becomes in-operational, it can be problematic when it is interfaced to the environment associated with the PLC equipment.

l) COMMUNICATIONS TROUBLESHOOTING AND REPAIR

a. Quantum engineers are fully capable with server and network communications systems; from EtherNet to ControlNet, Modbus, Data Highway as well as spread spectrum radio network systems.



m) FUNCTIONAL AND OPERATOR TRAINING

a. Each job we complete has some form of operational or systems training. Quantum has developed numerous training programs in a multitude of PLC platforms as well as SCADA training programs. Often we are called upon to provide training with the instruments that we provide, all of which are included in the various contract requirements associated with each project.

n) HISTORIAN REPORTS AND TRENDING

a. Historian reports and trending are very typically provided with each and every project we develop for our clients. These reports are developed in conjunction with our clients after meeting with them to get the details

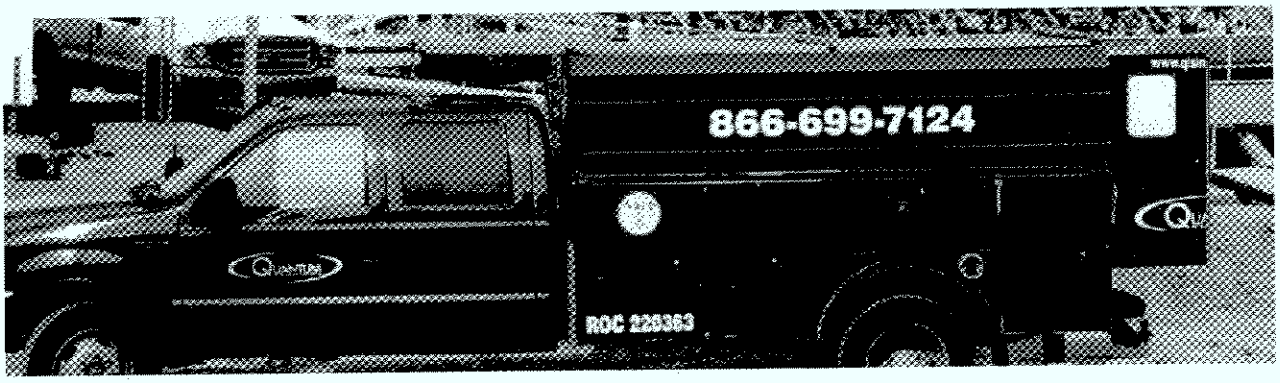
2. EMERGENCY-CRITICAL SUPPORT SERVICES

a. Quantum will provide 24 / 7 emergency-critical support services

3. EMERGENCY NON-CRITICAL SUPPORT SERVICES

a. Quantum will provide non-critical support services typically within 4 hours of notification by the city. This response may be only to advise the staff with directions until our engineers can arrive on the site the next business day or as requested by Avondale staff.

4. **EMERGENCY SUPPORT SERVICES PHONE #**
   a. Quantum maintains a "Toll-Free" 1-866 phone number which is connected to our office switch and then forwarded to a cell phone on call. 24 / 7 / 365 is provided for this contract. We advertise this phone number proudly on our trucks!



5. **PROGRAMMING SOFTWARE APPLICATIONS**
   a. Quantum owns and maintains Modicon (Unity Pro), Rockwell, GE, Wonderware, Magelis licenses.

6. **PROGRAMMING STANDARDS (PLC AND HMI)**
   a. Quantum has the most current version of the standards product as we have been using the document for the WRF plant expansion. In addition, we have updated the document for Avondale staff and will present the updated version of the product to Avondale at the completion of the WRF project.

7. **PROGRAMMING DOCUMENTATION**
   a. All software applications developed for each Quantum client is fully annotated and delivered as the final product to the client at project closeout. The deliverable is generally placed upon the client's server as well as provided on CD with a print-out of the final software product.

SECTION 2.) Firm Organization

a) Quantum is a "C" Corporation in the State of Arizona. Our qualifications for doing business is as follows:

- **a.** Licensed General Engineering Contractor
- **b.** Staff Electrical P.E.

b) Quantum Integrated Solutions, Inc

- **a.** 2141 East Broadway Road, Suite 217, Tempe, AZ 85282 (as of August 1st, 2009)
- **b.** 480-699-7124, 866-699-7124
- **c.** Quantum is a "C" corporation in the State of AZ
- **d.** Person responsible for this proposal is:
  - **i.** Thomas Reski (480) 699-7124
  - **ii.** Tom.reski@qisinc-us.com

c) Quantum's principal and only office is in Tempe, AZ (see address above) as of August 1st, 2009. All work will be scheduled and directed from this office location.

d) The services we will provide to the City of Avondale will be provided by one or more of the staff shown below. Please note, that all engineers listed below are Wonderware Certified.

e) The organizational structure for this services contract will have either Tom Reski or Don Campbell be the engineers who will serve as first contact by the City of Avondale. From this first contact level, our software engineers will be dispatched to the job-site for services we will identify with you during the discussions of the problem / issue. As the engineer resolves the issue/s in the field, a report will be generated and submitted to the City of Avondale along with all billing of the services.

f) The distribution of information to our support team will initially be commenced by the senior staff, Don Campbell or Tom Reski. The loop will be closed electronically (email or phone) with our staff engineers and a copy will be delivered to the requesting staff member of the City of Avondale. At the conclusion of the services, Quantum will deliver electronically or on CD an updated version of the software modifications we made while on the City of Avondale property. Additionally, Quantum will segment a portion of our QUANTUM SERVER and dedicate to the City of Avondale. The city will have a secure portal into the Quantum website which after secure login, will grant the city access to the software files for all projects we have developed or modified for the City of Avondale.

g) The Quantum team we have developed for this contract is highly qualified and have worked together as a team for over 10 years in most cases. At this writing, we have (2) City of Avondale projects ongoing with the staff members listed in our resumes. In the past (12) months, we have completed (3) Avondale projects as direct contractors or as a subcontractor to the GC on a major construction project.

QUANTUM							
EXPERIENCE MATRIX	Thomas Reski	Don Campbell P.E.	Doug Tobin	Kevin Terlecki	Bob McJunkin	Dan DeVoy	Mark Reski
Years with Quantum	8	5	3	1	6	6	1
General Contractor's License	•						
D/B Project Management	•	•	•	•	•	•	
Owners Representative	•	•	•	•	•	•	
Electrical Engineering	•	•	•	•	•	•	•
Mechanical Design	•	•	•	•			
Electrical Design	•	•	•	•	•	•	•
P & ID Design	•	•	•	•	•	•	•
AutoCAD	•	•	•	•	•	•	•
Instrumentation & Panel Design	•	•	•	•	•	•	•
PLC Systems Design	•	•	•	•	•	•	•
SCADA Systems Design	•	•	•	•	•	•	•
PLC Programming	•	•	•	•	•	•	•
SCADA Programming/Configuration	•	•	•	•	•	•	•
Electrical Installation	•	•	•	•	•	•	•
Waste Water Operator License	•	•					
Wonderware Archestra Certified		•	•	•	•	•	
Wonderware InTouch Certified		•	•	•	•	•	
Modicon PLC Trained		•	•	•	•	•	•
Rockwell PLC Trained	•	•	•	•	•	•	•
Instrument Calibration	•	•	•	•	•	•	•
Purchasing	•						
Scheduling	•						

SECTION 3 KEY PERSONAL RESUMES

a) Manager Resume:
   1) Don Campbell P.E. – Quantum
   2) V.P. Engineering
   3) B.S. Electrical Engineering
   4) (6) Six years as V.P. Engineering at Quantum, (30) Years in the industry
      i. Wonderware Archestra and InTouch Certified
      ii. Rockwell Certified
      iii. Wonderware Certified
      iv. Modicon Certified
      v. Delta-V Certified
      vi. ABB Certified

b) Manager Reference Information
   1) See Below:
   2) See Below:
   3) See Below:
   4) See Below:

Don Campbell P.E.: V.P. Engineer/Project Manager of Quantum, Don will act as the Sr. Engineer and Project Manager of this project for the City of Avondale. Don has extensive experience in I & C SCADA and PLC process control in the process industry, having completed multiple projects over 30 years. He has developed the design and controls strategies for several process systems over the years as well as other discrete control applications. His experience with I & C products include designing new as well as upgrading existing systems.

DON CAMPBELL P.E.				
DON CAMPBELL P.E.	PROJECT 1	PROJECT 2	PROJECT 3	PROJECT 4
PROJECT TYPE	J.O.C.	L.S.	L.S.	L.S.
PROJECT NAME:	City of Phoenix	U.S. Bureau of Reclamation	City of Avondale	City of Avondale
DESC. OF PROJECT:	SCADA systems design and selection committee manager	P.M. / Software Manager for PLC / HMI / Instruments and control project	WRF Phase I PLC / SCADA / Instruments and Software Integration	WRF Phase II SCADA Controls Software Major Expansion
CONSTRUCTION COSTS AND DATES:	2000 $1.2M Engineering Systems Design	2005-2008 $1.128M – Software Development	2007 / 2008 $54,000 Software Development	2008 / 2009 $340,000.00 Software Development
PROJECT OWNER AND CONTACT INFORMATION:	City of Phoenix Devin Schell / Ed Graham (602) 534-3881	U.S. Bureau of Reclamation – Yuma Mike Vandeveide P.E. (928) 343-8165	PCL / K & F Electric / City of Avondale 602-267-0100	PCL / K & F Electric / City of Avondale 602-267-0100

c) OTHER KEY TEAM MEMBER RESUMES
   1) Kevin Terlecki. – Quantum
   2) Process Electrical Engineer
   3) B.S. Electrical Engineering
   4) (1) One years as Engineer at Quantum, (12) Years in the industry
      i. Wonderware Archestra and InTouch Certified
      ii. Rockwell Certified
      iii. Wonderware Certified
      iv. Modicon Certified

d) Key member Reference Information
   1) See Below:
   2) See Below:
   3) See Below:
   4) See Below:

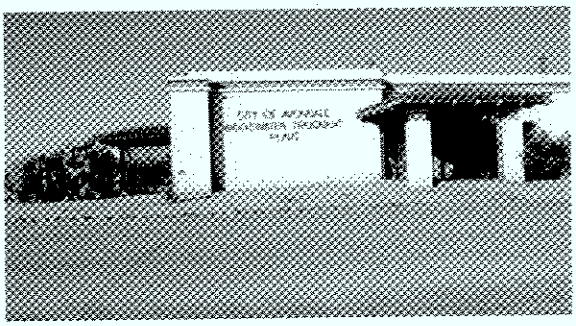
Kevin Terlecki: Process Engineer of QIS. Kevin will act as an Engineer for this City of Avondale project. Kevin has extensive experience in PLC Code Development, I & C SCADA and PLC process control in the process industry, having completed multiple projects over 8 years. He has developed the design and controls strategies for several process systems over the years as well as other discrete control applications. His experience with I & C products include designing new as well as upgrading

KEVIN TERLECKI				
KEVIN TERLECKI	PROJECT 1	PROJECT 2	PROJECT 3	PROJECT 4
PROJECT TYPE	L.S.	L.S.	L.S.	L.S.
PROJECT NAME:	FMI 8-Dam Project	City of Tucson CNG Gas SCADA Upgrade	City of Avondale	City of Avondale
DESC. OF PROJECT:	Wonderware SCADA System Development	City of Tucson CNG Gas SCADA HMI and PLC controls upgrade	WRF Phase I Wonderware SCADA Integration	WRF Phase II SCADA Controls Software Major Expansion
CONSTRUCTION COSTS AND DATES:	2008 / 2009 $356,000 Engineering Systems Design	2008 $403,000 Software Development	2007 / 2008 $54,000 Software Development	2008 / 2009 $340,000.00 Software Development
PROJECT OWNER AND CONTACT INFORMATION:	FMI Mr. Nathan Gutierrez (505) 537-8192	City of Tucson Brian Conte (520) 791-5111 x344	PCL / K & F Electric / City of Avondale 602-267-0100	PCL / K & F Electric / City of Avondale 602-267-0100

e) OTHER KEY TEAM MEMBER RESUMES

1) Bob McJunkin – Quantum
2) Process Electrical Engineer
3) Mesa Community College
4) (8) Eight years as Engineer at Quantum, (15) Years in the industry
   i. Wonderware Archestra and InTouch Certified
   ii. Rockwell Certified
   iii. Wonderware Certified
   iv. Modicon Certified

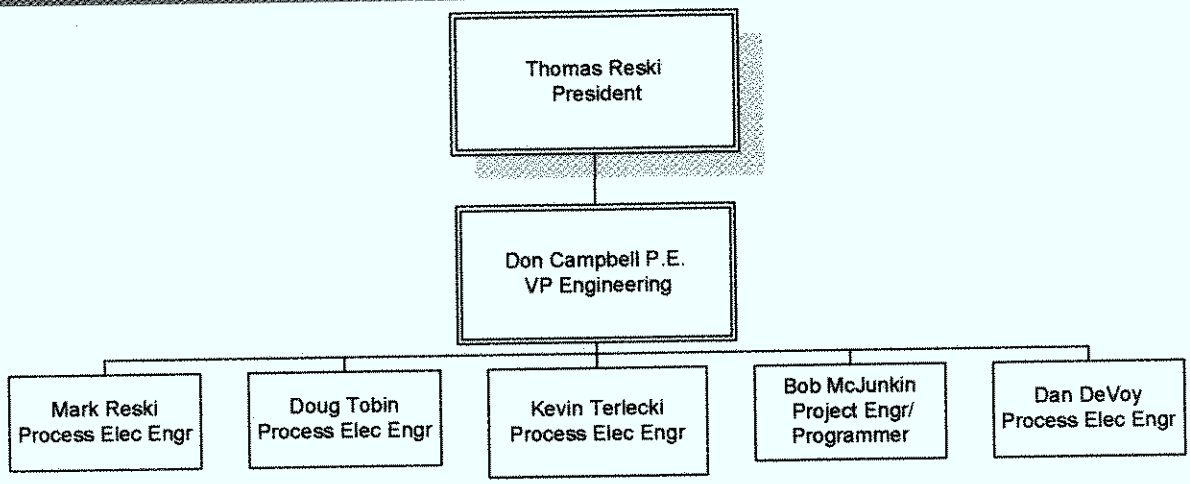
f) Key member Reference Information
1) See Below:
2) See Below:
3) See Below:
4) See Below:



Bob McJunkin: Bob is our Sr. Engineer and has been responsible or involved with our most complicated and engineering intensive projects. Bob's experience in this industry is over 15 years, 8 of which with Quantum. He is well known for his expertise in electrical design, construction and project management as well as his expertise in programming and startup services.

BOB MCJUNKIN				
KEVIN TERLECKI	PROJECT 1	PROJECT 2	PROJECT 3	PROJECT 4
PROJECT TYPE	L.S.	L.S.	L.S.	J.O.C.
PROJECT NAME:	Large semiconductor manufacturer in Chandler	U.S. Bureau of Reclamation	City of Surprise Desert Oasis SCADA	City of Phoenix
DESC. OF PROJECT:	Intellation SCADA System Development	P.M. / Software Developer for PLC / HMI / Instruments and control project	Developer built Reservoir Wonderware SCADA Integration	I &C systems analysis & design for 91st Ave Waste Treatment Facility
CONSTRUCTION COSTS AND DATES:	2008 / 2009 $1,216,000 Engineering &Software Systems Design	2005-2008 $1.128M – Software Development	2005 $154,000 PLC/HMI/SCADA Software Development	2002 $200,000 Engineering Systems Design
PROJECT OWNER AND CONTACT INFORMATION:	Manufacturer does not allow contact information or its name to be used as references	U.S. Bureau of Reclamation – Yuma Mike Vandevelde P.E. (928) 343-8165	Felix Construction David Gianetto P.M. (480) 464-0011	City of Phoenix Devin Schell P.M. (602) 262-4965

Resumes of Key Personnel



Thomas Reski - President of Quantum. Tom will act as the financial manager and interface to the City of Avondale for all contract issues and negotiations. Tom has been in the industry for over 30 years and has extension engineering expertise with automation control systems and client management.

Don Campbell P.E.: V.P. Engineering/Project Manager of QIS, Don will act as the Sr. Engineer and Project Manager of this project for the City of Phoenix. Don has extensive experience in construction, I & C SCADA and PLC process control in the process industry, having completed multiple projects over 28 years. He has developed the design and controls strategies for several process systems over the years as well as other discrete control applications. His experience with I & C products include designing new as well as upgrading existing systems. Don is the project manager for the last (3) three City of Avondale control systems projects.

Doug Tobin: Doug has been in the engineering and controls industry for over 14 years. He has expertise in a wide range of engineering markets including Water, Wastewater, food processing and discrete parts manufacturing. Doug has been involved in a multitude of process construction projects during his career. These projects include process I & C in semiconductor chilled water process applications, RODI application design build, Radio data control and monitoring as well as building automation systems.

Dan DeVoy: Dan has been involved in the process control and automation projects for over 13 years and has extensive experience in radio telecommunication and SCADA systems. Dan was the software engineer for a thirteen well, water SCADA system at Phelps Dodge in Miami, AZ. This 1998 project system included PLC's and eight remote HMI's all connected via radio telemetry and repeaters to a central HMI computer.

Bob McJunkin: Bob is our Sr. Engineer and has been responsible or involved with our most complicated and engineering intensive projects. Bob's experience in this industry is over 15 years, 8 of which with Quantum. He is well known for his expertise in electrical design, construction and project management as well as his expertise in programming and startup services.

Kevin Terlecki: Process Engineer of QIS. Kevin will act as an Engineer for this City of Phoenix project. Kevin has extensive experience in PLC Code Development, I & C SCADA and PLC process control in the process industry, having completed multiple projects over 8 years. He has developed the design and controls strategies for several process systems over the years as well as other discrete control applications. His experience with I & C products include designing new as well as upgrading

Mark Reski: Mark is an engineering student intern with Quantum and has responsibilities for HMI SCADA screen and PLC code development as well as on-site instrumentation calibration and controls systems startup services. Mark will be graduating from ASU school of engineering in the fall of 2009 with a degree in Electrical Engineering.

THOMAS RESKI - PRESIDENT

Education

BS Electrical Engineering Technology
Minor in Marketing
University of Minnesota, Moorhead 1979

Licenses/Registration

Registered Contractor
ROC #220363-A

Wastewater Treatment Plant Operation
Grade 1

Professional Affiliations

ISA

IEEE

IEST

Certifications

Rockwell

Longwatch

Siemens

Tom has been in the field of Electrical Engineering, Instrumentation and Controls for over 25 years and has worked on many projects over the years. Some of his recent control systems designs for semiconductor cleanroom automation, PLC based tunnel controls and telemetry as well as wastewater plant controls upgrade design. Tom is the President of Quantum Integrated Solutions, Inc., an Arizona Corporation.

Project Experience Summary:

- Mr. Reski has been a computer and process controls professional consultant since 1979. He has expertise in analysis, design, construction, and implementation of PLC and I & C control systems design/build.

- Through exposure to these environments, he has worked closely with a variety of industry standard technologies in the development, of PLC and SCADA control systems. He was an automation applications engineer for Allen-Bradley for over 14 years, with a variety of assignments from the automotive market of Detroit to the Arizona water/wastewater and mining industry of Arizona.

- Tom's proficiencies include PLC and HMI systems programming and design, network systems architecture and design, network administration, operational administration.

- While employed by a national systems integrator for over 14 years, Tom served as the engineering and business manager for a staff of 22. Projects he managed were for an airbag manufacturer, numerous semiconductor manufacturers, mining projects, power monitoring systems and ADOT traffic management. The ADOT project encompassed a complete PLC, SCADA and Life Safety controls retrofit of the Tunnel Controls.

- Mr. Reski is a member of IEEE, ISA and IEST. He has authored two ISA papers on networking and discrete materials traceability systems. He is a sitting board member with the Town of Fountain Hill, AZ, Wastewater Sanitary District.

DON CAMPBELL P.E. – ENGINEERING MANAGER

Education

BS Electronic Engineering Technology
DeVry Institute of Technology
1980

Licenses/Registration

Professional Engineer
License No.: 49167

Wastewater Treatment Plant Operation
Grade 1

Professional Affiliations

ISA

Certifications

Wonderware
- *Archestra*
- *InTouch*

Rockwell
- *RSView 32*

Intellution
- *iFix*
- *iHistorian*

Modicon
- *Unity Pro*
- *Viejo Designer*

Delta V

Don has been active in the fields of water, wastewater, semiconductors, petrochemical pharmaceutical, food processing, and manufacturing automation since 1979. Areas of involvement include electrical engineering, project management, DCS implementations, control and interface software development, PLC and MMI development, and automation of control systems.

Project Experience Summary:

- Wonderware Certified Developer for InTouch, InControl, and I/O Servers.

- Representative to a Standards Study for the City of Phoenix for the Water Department. Participant assisting with the definition of system automation, user interfaces, technical support and integration of control systems with information systems.

- Numerous equipment controls package development and implementations for the semiconductor polishing process. Using AB SLC500 PLC, AB PLC 5 and the Intellution MMI with an auto-paging system add-on.

- Software development management for large and small projects of up to 10 developers.

- Extensive field startup experience with numerous manufacturing processes. Attended numerous field safety training classes and held responsibility for keeping various production lines running while performing upgrades. Field installation supervision including full point to point check out, instrument installation and calibration, motor rotation check out, VFD setup, loop tuning and software acceptance testing.

- Extensive drawing package production experience including: loop diagrams, push button and panel layouts, P&IDs, interconnection diagrams, conduit runs, and logic diagramming.

- Strong conceptual software designer through customer requirements discussion. Unique solutions provider addressing custom needs.

KEVIN TERLECKI – PROCESS ELECTRICAL ENGINEER

Education

BS Electrical Engineering
Arizona State University
1996

Certifications

Wonderware
Archestra
InTouch

Rockwell
RSView 32

Intellution
iFix
iHistorian

Kevin has been active in the automation fields of mining, food and beverage, pulp and paper, wastewater treatment, and manufacturing automation since 1996.

Areas of involvement include project engineering, process instrumentation, Variable Frequency Drives, Radio and Leased Line Telemetry systems, PLC and HMI development, PLC instructional training, automation and field service / maintenance of client control systems and control system commissioning and start up.

Project Experience Summary:

- 2008 / 2009 8-DAM process control system at Freeport McMoran Mining in Silver City, NM. This project entailed a complete Wonderware SCADA and Rockwell PLC controls for the process chemical delivery system.

- 2008 Wonderware Ver 10.0 upgrade to the City of Tucson CNG gas refueling station in Tucson, Arizona. The project entails complete development of the Wonderware V10.0 System Platform and Rockwell Control Logix PLC system.

- Cyrogenics Crumb Rubber Control System. This project utilized a Compact PLC and PanelView for control of (55) motors with drives manufacturing crumb rubber for asphalt.

- City of Tolleson Booster Station and SCADA Upgrade in Tolleson, AZ. This project provided controls to automate booster pumps and reservoir fill control. The SCADA is Rockwell RSView32 and Factory Talk View SE.

- USPS Integrated Dispatch and Receipt Systems (Numerous U.S. Systems). These contracts was to control various tray mail distributions systems for the USPS.

- Infrastructure for new large community development in Snoqualmie WA. including new water and wastewater plants, sewage lift stations, water wells, booster stations and reservoirs. Modicon Quantum PLC's, Motorola Moscad telemetry Master and RTU's and Wonderware SCADA.

- Professional Services for design standards of municipal sewer lift stations and telemetry monitoring and controls. Deliverables include Plans, Specifications and cost estimates.

- Water treatment plant controls for existing prison water service, using Siemens PLC, Wonderware SCADA and ScadAlarm Auto-dialer.

- 20 MGD wastewater treatment plant using Siemens Modicon PLC's over Profibus, Wonderware SCADA and ScadAlarm.

BOB MCJUNKIN – PROJECT ENGINEER/PROGRAMMER

QUANTUM INTEGRATED SOLUTIONS

Education

Mesa Community College

Iowa Western Community College

Certifications

Wonderware
- *Archestra*
- *InTouch*

Rockwell
- *RSView 32*

Intellution
- *iFix*
- *iHistorian*

Modicon
- *Unity Pro*
- *Viejo Designer*

Bob has been active the fields of systems automation since 1991. Areas of involvement include project management, mechanical and electrical design, calibration of instrumentation, PLC and HMI development, and integration of manufacturing automation.

Project Experience Summary:

- Design build of processes for transfilling and analyzing high purity gases.
- Intellution SCADA/Modicon Momentum PLC's (qty 498) system via spread spectrum and microwave telemetry network. SCADA includes iHistorian, iFIX and Portal. System implementation for '06/'07 time-frame.
- HVAC control of Air handler for semi-conductor clean room using AB PLC 5/40E with remote I/O and Intellution HMI.
- Developed SCADA systems using Allen Bradley PLC's and Cimplicity HMI over Ethernet and VFD's for large semiconductor firms.
- Experience in the following programming languages: Visual Basic, SQL, Visual C++ and Linux.
- Experience with the following HMI's Wonderware, Intellution, iFix, Cimplicity, and Allen Bradley's Panelbuilder and RSView.
- Experience with the following PLC's: Allen Bradley, Modicon, Siemens S7, GE, Mitsubishi, as well as network applications; Ethernet, Remote I/O, DeviceNet, Profibus, ControlNet.
- Analyzed system/processes to design automation solutions to improve productivity.
- Create SCADA systems for process control of facility systems.

Software Experience Summary:

Operating Systems, Etc.
- Windows
- Microsoft Office
- Microsoft SQL Server
- Active Directory

Graphics
- AutoCAD
- SolidWorks

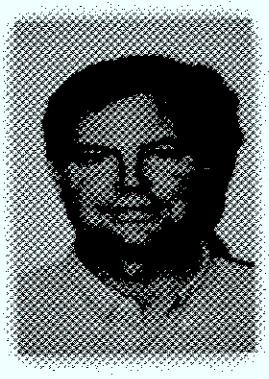
Programming
- Microsoft Visual Basic
- Mitsubishi Medoc/GPP
- Wonderware
- Cimplicity
- Intellutions
- Siemens Step 7
- Rockwell

Wonderware S1 ARCHESTRA

2141 E. Broadway Road, Suite 217, Tempe, AZ, 85282

DOUG TOBIN – PROCESS ELECTRICAL ENGINEER

QUANTUM
INTEGRATED SOLUTIONS



Education

Associates Degree in Energy and Process Control
North Seattle Community College

Certifications

Wonderware
Archestra
InTouch

Rockwell
RSView 32

Intellution
iFix
iHistorian

Doug has been active in the automation fields of mining, food and beverage, pulp and paper, wastewater treatment, and manufacturing automation since 1990.

Areas of involvement include project engineering, process instrumentation, Variable Frequency Drives, Radio and Leased Line Telemetry systems, PLC and HMI development, PLC instructional training, automation and field service / maintenance of client control systems and control system commissioning and start up.

Project Experience Summary:

- 2008 / 2009 Filter Blend process control system at Freeport McMoran Mining in Silver City, NM. This project entailed a complete SCADA and PLC controls for the blend component of the dryers.

- 2008 Wonderware Ver 10.0 upgrade to AZ American Water Wonderware system, interfaced to multiple Controlwave controllers and Network 3000RTU's. Doug has experience with the Controlwave OPC server OpenBSI and NetView.

- Brewhouse Control and Pinpoint carbonation system. PLC hardware and software design, batch recipe control software and HMI development.

- Variable Retention Time Freezing Tunnels. Multiple AB PLC5 PLC's over Ethernet SLC/504's over DH+, RSView SCADA Panelview OIT's and AB VFD's

- Primary, Secondary and UV upgrade with multiple PLC5 PLC's, Wonderware graphics and ScadAlarm auto-dialer.

- Infrustructure for new large community development in Snoqualmie WA. including new water and wastewater plants, sewage lift stations, water wells, booster stations and reservoirs. Modicon Quantum PLC's, Motorola Moscad telemetry Master and RTU's and Wonderware SCADA.

- Motorola Moscad telemetry master with 40 RTU's using UHF to VHF crossband repeater, Wonderware SCADA and ScadAlarm Auto-dialer.

- Professional Services for design standards of municipal sewer lift stations and telemetry monitoring and controls. Deliverables include Plans, Specifications and cost estimates.

- Water treatment plant controls using Rockwell PLC, Citect SCADA and ScadAlarm Auto-dialer.

- Brand new 20 MGD wastewater treatment plant using Siemens S7-400 PLC's over Profibus, Wonderware SCADA and ScadAlarm.

- 4000 HP (2 mi. long) conveyor utilizing 8 Control Start Transmissions that communicates over proprietary fiber-optic network for load sharing and other control parameters.

2141 E. Broadway Road, Suite 217, Tempe, AZ, 85282

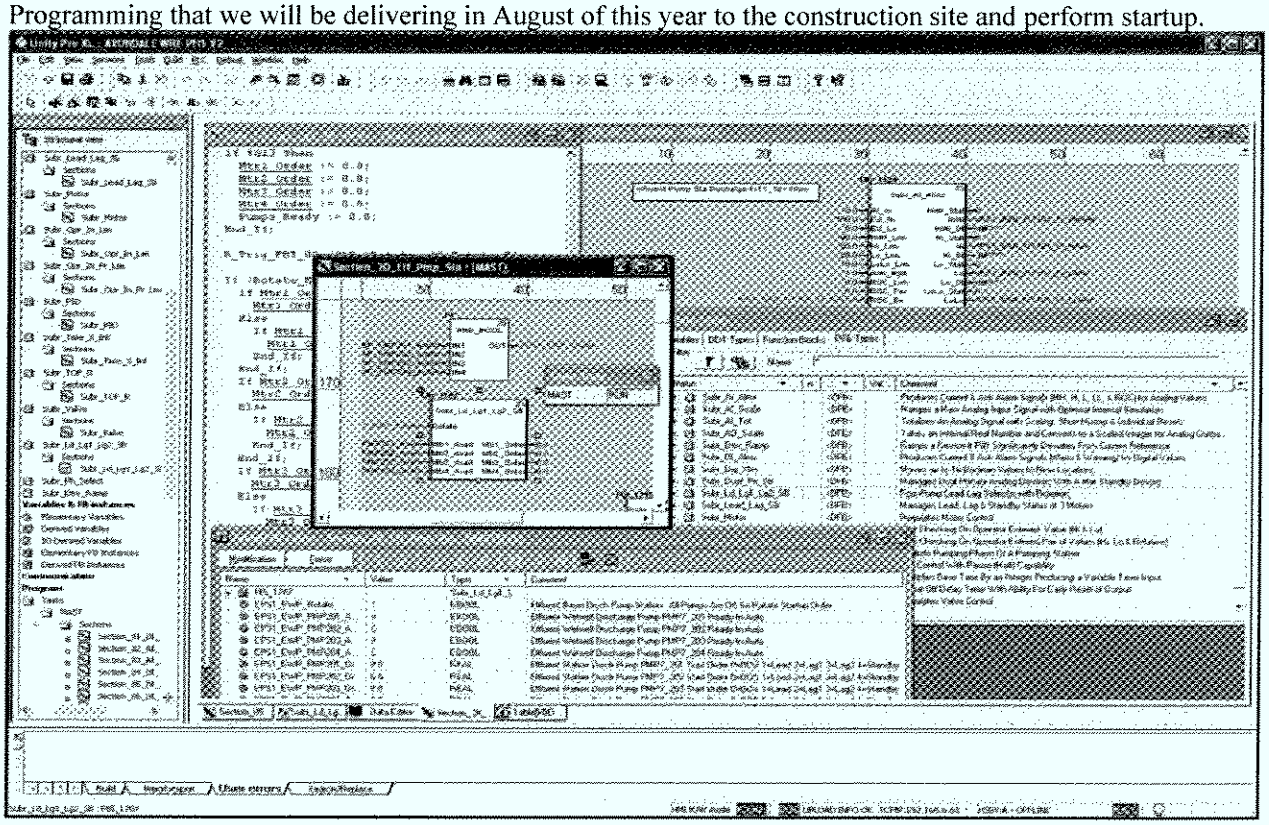
SECTION 4 EXPERIENCE PROVIDIGN SCADA SUPPORT TO WATER AND WASTEWATER UTILITIES / MUNICPALITIES

a) Quantum is currently under contract with the City of Tucson to provide 24 / 7 /365 software support for the City of Tucson CNG Gas SCADA system we recently installed in Tucson. We have provide to the client all cell phone numbers for the engineers who developed the system software and we provided home phone numbers of the principal of Quantum in the event that the cell phone #'s are not responded to in a timely manner. This system will be used for the City of Avondale in addition to our 800# support which is electronically linked to the principals cell phone number, which is available 24 / 7.

b) Quantum's work with PLC's includes a predominate usage of Modicon PLC's. Inclusive of this manufactures product knowledge are the following controllers:
   a. Quantum
   b. Compact
   c. 984
   d. M340
   e. Momentum
   f. Premium

   In addition to these Modicon PLC's we own all Modicon programming software applications and keep our licenses current in order to perform the software development and support services for our clients.

c) The IEC 61131-3 programming standards are followed per the City of Avondale standards. Below is a screen capture of this code as it appears for the City of Avondale WRF Phase II Modicon Quantum PLC Programming that we will be delivering in August of this year to the construction site and perform startup.



d) Wonderware and Quantum have a very solid working relationship, both locally as well as nationally. We are certified as Archestra and InTouch developers as having past the rigid testing required for this certification.

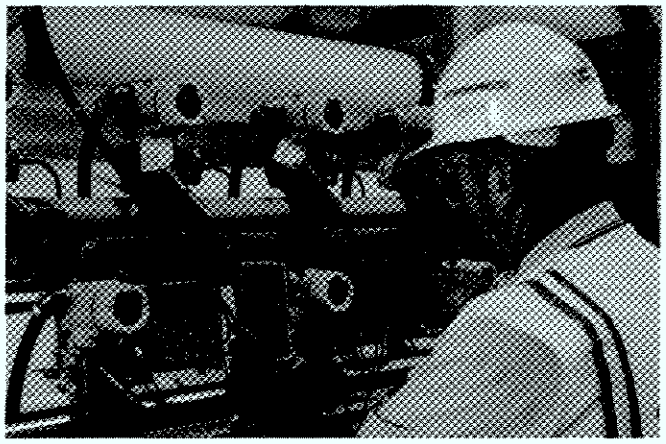
Below is a testimony from Brian Farner of Wonderware West following our certification!

Nice job guys! You have a sharp team... I'm glad to see you on board!

Brian Farner
System Consultant
Wonderware West

E-mail: brian.farner@wonderwarewest.com
Office: ***602-297-2600***
Mobile: ***480-335-8624***
FAX: ***602-297-2603***
Support: ***888-334-3293***
Post: ***3550 N. Central Avenue Suite #602 Phoenix, AZ. 85012***
Web: http://www.wonderwarewest.com

e) Each Quantum engineer is fully trained for field calibration services. This requires each engineer to have a Fluke meter capable of sourcing 4-20ma and 0-10V signals into the PLC system and ultimately the SCADA application. These tools are useful for most all Flow, Temp and Press transmitters. Our staff training is from years of "Hands-On" field experience following the lead of our Senior Engineers.



SECTION 4 J.O.C. EXPERIENCE

Quantum has been involved with (4) four J.O.C. contracts over the past 8 years of doing business. These contracts are listed as follows:

CITY OF PHOENIX – UNION HILLS WATER TREATMENT J.O.C.

Quantum has been selected by the City of Phoenix to provide electrical, instrumentation and controls systems testing and inspection services.

Role of Firm	Electrical, I & C Controls Testing
Project Costs	$150,000.00
Construction Dates	07-06-09 to 7-06-11
Project Owner	City of Phoenix
% MBE/WBE	0.00%
Reference Name	**Devin Schell (602) 262-4965**

CITY OF PHOENIX 91st AVE – ELECTRICAL ANALYSIS J.O.C.

Quantum was been selected by the City of Phoenix to develop a complete list of electrical and instrumentation projects for capital improvement projects

Role of Firm	Electrical, I & C Controls Testing
Project Costs	$220,000.00
Construction Dates	03-07-04 to 03-07-05
Project Owner	City of Phoenix
% MBE/WBE	0.00%
Reference Name	**Devin Schell (602) 262-4965**

CITY OF PHOENIX 91st AVE– ELECTRICAL UPGRADES 91st AVE J.O.C.

Quantum was selected as part of a team with Rosendin Electric to provide electrical and instrumentation upgrades to the 91st Ave Waste Treatment Facility

Role of Firm	Electrical and
Project Costs	$500,000.00
Construction Dates	03-07-05 to 03-07-07
Project Owner	City of Phoenix
% MBE/WBE	0.00%
Reference Name	**Devin Schell (602) 262-4965**

CITY OF PHOENIX 91st AVE– GENERAL CONSTRUCTION J.O.C.

Quantum was selected as part of a team with Filancs Construction Company to provide general construction services and I & C support as required for each project release.

Role of Firm	General Construction and I & C
Project Costs	$1,500,000.00
Construction Dates	03-07-07 to 03-07-09
Project Owner	City of Phoenix
% MBE/WBE	0.00%
Reference Name	**Kathi Sturdivant P.E. (602) 534-9928**

SECTION 5 CAPACITY

a) Quantum's capacity is, as of late, dependent on the current economic situation. As will most engineering firms in the valley, capacity issues generally are not a gating factor to complete work. Our annual engineering work capacity is approximately $225,000.00 per engineer.
   1) Quantum is a Multi-Million dollar enterprise and typically has the bonding capacity to about 25% of our revenue dollars. Typically software development services are not a bonded service, but can be in certain instances.

b) Our technical capacity for and usage of computer software technology in conjunction with the Services is as follows:
   1) We use Microsoft's Project for all project tracking schedules. We link our progress billing to timesheets associated with task costs for each project. This is then passed along to our billing system which correlates % of work done to actual billings.
   2) Quantum has developed our own "Estimating" multi-page spreadsheet to define our costing. It is developed by task and upon a contract award, these task hours and materials costs are passed to the accounting system as we set up a project.
   3) Budget tracking is done with MS Project and we provide this information to our clients on large construction projects.
   4) Public interface; is generally not a task associated with software developers. However, our construction services group realizes the necessity for public interface on certain projects. This interface as a GC will be provided as necessary for any large construction projects that we may be contracted and of which may affect local residents. All such interfaces will be coordinated with City of Avondale staff to ensure proper delivery of information.
   5) Most general written communications with our clients are now passed to our clients via email. In large construction projects we submit numbered RFI's and numbered correspondences to track information flow. All correspondences and documents are saved upon our server for future use or for review of project meetings.

SECTION 6 EXCEPTION TO THE AGREEMENT

a) No agreement provided at time of S.O.Q. development. Confirm per addendum #1.

X. JOC FIRM INFORMATION FORM

By sending a Statement of Qualifications, the submitting JOC firm certifies that it has reviewed the administrative information and draft of the JOC Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Quantum Int Sol, Inc
JOC FIRM SUBMITTING SOQ

26-0009406
FEDERAL TAX ID NUMBER

Thomas Reski - President
PRINTED NAME AND TITLE

Thomas Reski
AUTHORIZED SIGNATURE

(As of Aug 1st 2009)

2141 E. Broadway Rd #217
ADDRESS

480-699-7124 480-699-7128
TELEPHONE FAX #

Tempe Az 85282-1931
CITY STATE ZIP

07-14-09
DATE

WEB SITE: www.QISINC-US.com

EMAIL ADDRESS: tom.Reski@QISINC-US.com

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

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

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? NO

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

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR STATEMENTS OF QUALIFICATIONS

SCADA SUPPORT SERVICES
WR 10-002

Addendum No. 1

Quantum Integrated Solutions, 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.

Thomas Reski, 7-23-09 2009
Signed Date

THOMAS RESKI
Print Name

PRESIDENT
Title

QUANTUM
Company Name

2141 E. BROADWAY RD #217
Address

TEMPE, AZ 85282
City, State, Zip Code

END OF ADDENDUM No. 1

1068770.1

STATE OF ARIZONA

Office of the Registrar of Contractors

License No. ROC220363

This is to Certify That

QUANTUM INTEGRATED SOLUTIONS INC (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

A-
GENERAL ENGINEERING

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, this 31ST *day of* MAY, 2006.

Arizona Registrar of Contractors • 1931 •

Fidelis V. Garcia
ACTING DIRECTOR

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Pursuant to Arizona Revised Statutes, Title 49, Chapter 2, Articles 9 and 10, and Arizona Administrative Code, Title 18, Chapter 5, Article 1, the Arizona Department of Environmental Quality finds that

DONALD R CAMPBELL

has complied with the requirements for operator certification in the State of Arizona, and issues this Certificate of Registration as a

GRADE 1 WASTEWATER TREATMENT PLANT OPERATOR

Operator ID No. 25346

Expiration Date 8/31/2009

Tony Bode

Drinking Water Section
Operator Certification Program

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Pursuant to Arizona Revised Statutes, Title 49, Chapter 2, Articles 9 and 10, and Arizona Administrative Code, Title 18, Chapter 5, Article 1, the Arizona Department of Environmental Quality finds that

THOMAS RESKI

has complied with the requirements for operator certification in the State of Arizona, and issues this Certificate of Registration as a

GRADE 1 WASTEWATER TREATMENT PLANT OPERATOR

Operator ID No. 25332

Expiration Date 8/31/2009

Tony Bode

Drinking Water Section
Operator Certification Program

csia

QUANTUM INTEGRATED SOLUTIONS, INC.

is an

Associate

2008

CONTROL SYSTEM INTEGRATORS ASSOCIATION

CSIA Chairman

MEMBER 2 YEARS

CSIA Executive Director

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
QUANTUM INTEGRATED SOLUTIONS, INC.

[Scope of Work]

See following pages.

SCOPE OF WORK

1. Background. The City's Water Resources Department currently utilizes Supervisory Controls and Data Acquisition (SCADA) at two lift stations, 12 well sites, six Booster Stations and the Water Reclamation Facility. During the term of the Agreement, three more well sites may come on-line and there is a possibility one lift station may be upgraded to include SCADA. All the Water Resources sites utilizing SCADA are contained within the City's 44 square mile corporate boundary. The Water Resource's SCADA system is based on the Wonderware System Platform with 25,000 I/O with Application Server, redundant SCADA terminal servers, historian server and all I/O communications.

2. Scope of Services.

2.1 Consultant shall provide Supervisory Controls and Data Acquisition (SCADA) Services as requested by the City, including, but not limited to: (A) emergency SCADA support services; (B) Programmable Logic Controller (PLC) trouble shooting and programming; (C) Human Machine Interface (HMI) and SCADA trouble shooting; programming and configuration; (D) HMI and PLC system design, testing and configuration; (E) installation of software and patches for HMI and PLC; (F) SCADA alarm trouble shooting and programming; (G) control system and control panel design, installation and start up; (H) preparation and review of design and programming drawings and plans; (I) field equipment calibration; (J) electrical systems and controls trouble shooting and repair; (K) Uninterrupted Power Supply (UPS) testing, trouble shooting, and test results reporting; (L) communications trouble shooting and repair; (M) functional and operational training; and (N) historian reports and trending.

2.2 Consultant shall provide emergency-critical support services within four hours of notification by City personnel. "Emergency-critical" is defined as a problem that prevents the process or equipment from running, which may cause an unsafe condition or permit violation.

2.3 Consultant shall provide emergency-non-critical support services within 18 hours of notification by City personnel. "Emergency-non-critical" is defined as a problem that must be addressed promptly but which does not pose immediate danger of causing an unsafe condition or a permit violation.

2.4 Consultant shall provide a phone number for emergency support service which is answered 24 hours per day, 365 days per year.

2.5 Consultant shall be experienced in the utilization of Unity Pro software, Modicon PLC and Wonderware products.

2.6 Consultant shall follow the City's PLC and HMI standards; a Standards document will be provided to the Consultant following execution of this Agreement.

2.7 Consultant shall document all PLC programming changes, including comments, symbols, and descriptions shall be saved with the logic file and must be internal to

the PLC. Thus, if a program is uploaded, the full documented logic is available. After PLC programming changes, Consultant shall provide to the City, on CD, the new or modified PLC program file and a MS Word document indicating new program or all changes made to the file.

2.8 City shall provide staff input, guidance and evaluation of the Consultant's work and final review and approval of all work products.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
QUANTUM INTEGRATED SOLUTIONS, INC.

[Fee Proposal]

See following page.

August 21, 2009

Ms. Lisa Johnson
CITY OF AVONDALE
IT System Analyst
399 East Lower Buckeye Road, Suite 100
Avondale, AZ 85323

RE: Rates for SCADA Support Services

Dear Ms. Johnson:

Quantum wishes to thank you and the selection team for selecting us to provide SCADA support services for the City of Avondale.

Per our conversation of 08-20-09, we submit the following rate schedule and terms for this contract.

QUANTUM SERVICES / STAFF POSITION	REGULAR RATES	O.T. RATES (Weekends, Holidays & Evenings)
Principal/Professional Engineer (PE)	$ 125.00	$ 168.75
Project Manager	$ 104.00	$ 140.40
Sr. Programmer	$ 98.00	$ 132.30
Programmer IV	$ 95.00	$ 128.25
Quantum minimum "on-site" support charge for all services is 4 hours		
Quantum minimum "telephone" support charge is 1 hour		
Any materials purchase for "Resale" under this contract will incur a 10% mark-up fee		
These rates apply for 24 months following contract award.		

If you have any questions regarding this fee proposal, please give us a call at 480-699-7124.

Respectfully,

Tom Reski

Thomas Reski
President
Quantum Integrated Solutions, Inc.

CITY COUNCIL REPORT

SUBJECT:
Contractor Agreement - Southwest Ground-water Consultants, Inc. to Perform Environmental Assessment Services

MEETING DATE:
September 21, 2009

TO: Mayor and Council

FROM: Gina Montes, Neighborhood and Family Services Director

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council approve an agreement with Southwest Ground-water Consultants, Inc. in the amount of $150,000 to perform environmental assessment services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

This contract would secure the services necessary to comply with federal, state and local regulations associated with the expenditure of Community Development Block Grant (CDBG), HOME, Neighborhood Stabilization Program (NSP) and General funds. The Neighborhood and Family Services Department (NFSD) in conjunction with the Finance Department conducted a Statement of Qualifications process in June and July. Five proposals were evaluated and scored by a selection committee. Overall Southwest Ground-water Consultants, Inc scored the highest based on qualifications, experience, approach, agency availability and references.

DISCUSSION:

The environmental services secured through this contract will be utilized primarily in the conduct of the City of Avondale's NSP Acquisition/Demolition program. The purpose of the services is to identify environmental hazards which may preclude purchase and to remove mitigate-able hazards after purchase and prior to demolition. Typical environmental hazards associated with acquisition and demolition include toxic spills, underground storage tanks, asbestos, lead and toxic chemicals resulting from illegal drug making activity.

BUDGETARY IMPACT:

CDBG, HOME and NSP funds have been budgeted for this purpose in the 2009/2010 budget.

RECOMMENDATION:

Staff recommends that City Council enter into a contract with Southwest Ground-water Consultants, Inc in the amount of $150,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Contractor Agreement

CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST GROUND-WATER CONSULTANTS, INC.

THIS CONTRACTOR AGREEMENT (this "Agreement") is made as of September 21, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and Southwest Ground-water Consultants, Inc., an Arizona 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, Home Investment Partnership Program ("HOME") funds under Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, and Neighborhood Stabilization Program ("NSP") funds under Title III of the Housing and Economic Recovery Act of 2008, Public Law 110-289.

B. The City is required to comply with federal laws and regulations issued by the U.S. Department of Housing and Urban Development ("HUD") relating to the CDBG program, the HOME program and the NSP program (collectively, the "Programs").

C. The City issued a Request for Qualifications, NFS 10-005 "Compliance and Data Services" (the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications from qualified agencies or community firms, interested in performing NEPA environmental reviews, Phase I and Phase II environmental assessments, Labor Standards compliance, residential and commercial property appraisals and Buy American compliance and data management services.

D. The Contractor responded to the RFQ, attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with Contractor to provide environmental assessments services (the "Services").

E. The City wishes to engage the Contractor to provide the Services to the City.

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 for a period of two years until June 30, 2012.

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 $150,000.00 for the Services as set forth in the Payment Schedule, included as part of the Scope of Work attached hereto as Exhibit C.

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 Section 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 $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 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 $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, 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 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 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 be 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 CFR, Part 570, CDBG, as revised, (e) the provisions of 24 CFR 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 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 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.

14.9 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.

14.10 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 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.

14.11 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 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.

14.14 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 Contractor: Southwest Ground-water Consultants, Inc.
3033 North 44th Street, Suite 120
Phoenix, Arizona 85018
Facsimile: 602) 955-7585
Attn: Kevin D. Hebert

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 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.

14.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among: the Agreement, the Scope of Work, the Payment Schedules, 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 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement.

15.2 Notice of Reporting Regulations and Requirements. Contractor acknowledges that the City shall report monthly on all program income as defined at 24 CFR 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 CFR

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 90 days after report by the City.

15.4 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 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 15.5 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 (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 15.5 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

15.5 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

15.6 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 Payment Schedule and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Contractor.

17. Personnel and Participant Conditions.

17.1 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.

17.2 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 17.1, Civil Rights and 17.2, Women and Minority Owned Business Enterprises, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its Contractors or subcontracts.

17.3 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 CFR 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 CFR 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 CFR 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.

17.4 Conduct.

a. Subcontracts. In addition to the requirements of subsection 14.8, 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 Subsection 17.4(b)(1) above.

(4) Notifying the employee in the statement required by Subsection 17.4(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 Subsection 17.4(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 Subsection 17.4(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 Subsection 17.4(b)(1), (2), (3) (4), (5) and (6).

18. 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.

19. Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

SOUTHWEST GROUND-WATER CONSULTANTS, INC., an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of SOUTHWEST GROUND-WATER CONSULTANTS, INC., an Arizona 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
SOUTHWEST GROUND-WATER CONSULTANTS, INC.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR COMPLIANCE AND DATA SERVICES

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

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	NFS 10-005
Solicitation Title:	COMPLIANCE AND DATA SERVICES
Release Date:	**June 30, 2009**
Final Date for Inquiries	**July 16, 2009**
MANDATORY Pre-Submittal Conference:	**July 08, 2009** **2:00 P.M.** (local time, Phoenix, Arizona) City of Avondale Civic Center Sonoran Conference Room 11465 West Civic Center Drive Avondale, Arizona 85323
SOQ Deadline:	July 30, 2009 3:00 P.M. (local time, Phoenix, Arizona)
Target City Council Award Date:	**September 30, 2009**
City Representatives:	**Andrew Rael arael@avondale.org 623-333-2715** **Loretta Browning lbrowning@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") is issuing this Request for Statements of Qualification ("RFQ") seeking a Vendor who will enter into a contract with the City to perform duties necessary to comply with federal laws and regulations issued by the U.S. Department of Housing and Urban Development ("HUD") pertaining to the use of Community Development Block Grant ("CDBG") funds, Home Investment Partnership Program (HOME) funds and Neighborhood Stabilization ("NSP") funds (the "Services").

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

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**, (NFS 10-005) Compliance and Data Services**, 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 for 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 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. 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 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 three (3) business days following the Pre-Submittal Conference, answers to all questions received in writing at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained a RFQ package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the final date for inquiries listed on the cover of this RFQ.

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

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

7. Confidential Information. Vendors are requested not to include confidential information in the SOQ submittal. If a Vendor believes that a SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

8. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the SOQ. Corporations, limited liability companies and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission or the Arizona Secretary of State, as the case may be.

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

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

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

9.3 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

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

9.5 Contractor Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Contractor Agreement including the Scope of Work and other exhibits.

10. Award of Agreement.

10.1 Evaluation. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule on the cover page of this RFQ. The Selection Committee will create a final ranking of the Vendors based upon its evaluation of (i) the SOQ, (ii) information provided by references and (iii) criteria outlined in this RFQ. The Selection Committee will enter into negotiations with the highest scoring Vendor from the final list. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is

included with this RFQ. If the City is unsuccessful in negotiating an Agreement with the highest-scoring firm, the City may then negotiate with the second, then third, highest-scoring firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

10.2 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all SOQs or portions thereof and (iii) reissue an RFQ.

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

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

II. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

Upon receipt of an SOQ, each submittal will be reviewed for compliance with the submittal requirements by the Selection Committee. SOQs shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award.

Section 1: General Information 5 pts

a. One page cover letter as described in Section I, 2.3. The letter shall also clearly state that the Vendor shall certify and agree not to discriminate against any employee or person who is employed or compensated in whole or in part using funds under the Contractor Agreement because of race, color, creed, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status, or AIDS or HIV status.

b. Provide a general description and information of the Vendor that is proposing to provide the required Services, including the number of years in business.

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 Vendor is a wholly owned subsidiary of another company, identify the parent company. Provide the name(s) of the person(s) authorized to make representations for or on behalf of the Vendor, his/her/their title(s), address(es), telephone/fax number(s) and e-mail address(es).

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

e. Provide the completed Vendor Information Form attached as a separate appendix. See Section III of this RFP.

Section 2: Experience; References 25 pts

a. Provide a description of CDBG, HOME and NSP programs, or other federal programs with which the Vendor has been involved within the last three (3) years. Provide a description of Real Estate Data services the Vendor has been involved with in the last three years. Provide descriptions of at least three (3) similar successful projects for organizations or municipalities of the same size as, or larger than, the City, conducted within the last three (3) years. As references for each project, provide, at a minimum, the following: (1) name of company or organization (2) contact name, contact address, telephone number and email address and (4) brief description of services provided. The above information must be current, as this will be used to verify references. The City's inability to verify the reference information provided in the SOQ shall result in the Vendor's disqualification.

b. Demonstrate fiscal responsibility by providing a recent (within 2 (two) years) annual audited financial statements.

Section 3: Qualifications and Experience of Team 25 pts

a. Demonstrate the Vendor has sufficient staff resources and expertise to provide service in the context of its current workload. Provide an organizational chart showing key personnel, including an identified Project Manager, to be involved in this project.

b. Identify each person who will render the Services to the City, including each person's name, title and relevant experience. Include senior members of the Vendor's firm/agency/collaboration only from the perspective their roles would be in providing the Services to the City. Attach a brief (two page maximum) resume for each person. Specify level of participation, if any, in the projects identified in the Experience; References section. Resumes may be attached as a separate appendix.

Section 4: Vendor Availability 20 pts

a. Submit a listing of all current ongoing projects with similar programs.

b. Indicate the total number of staff dedicated to existing programs and the prospective Services for the City's program.

Section 5: Project Understanding and Approach 25 pts

a. Vendor shall describe its proposed services as related to the Scope of Work in the Contractor Agreement.

b. Vendor shall provide a summary of its services and its understanding of issues involved in providing real estate data and compliance services.

Total Possible Points for SOQ Submittal: 100 pts

[The remainder of this page intentionally left blank.]

III. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the 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: _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESSES ENTERPRISES AND LABOR SURPLUS AREA FIRMS (check appropriate item):

_____ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Labor Surplus Area Firms (LSAF)

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.

IV. CONTRACTOR AGREEMENT BETWEEN THE CITY OF AVONDALE AND

_____

THIS CONTRACTOR AGREEMENT (this "Agreement") is made as of _____ _____, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and _____, a(n) _____ (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, Home Investment Partnership Program ("HOME") funds under Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, and Neighborhood Stabilization Program ("NSP") funds under Title III of the Housing and Economic Recovery Act of 2008, Public Law 110-289.

B. The City is required to comply with federal laws and regulations issued by the U.S. Department of Housing and Urban Development ("HUD") relating to the CDBG program, the HOME program and the NSP program (collectively, the "Programs").

C. The City desires to engage the Contractor to perform various functions necessary for the City to be in compliance with federal laws and regulations pertaining to the Programs.

D. The City issued a Request for Qualifications, NFS 10-005 "Compliance and Data Services" (the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications from qualified agencies or community firms, interested in performing NEPA environmental reviews, Phase I and Phase II environmental assessments, Labor Standards compliance, residential and commercial property appraisals and Buy American compliance and data management services.

E. The Contractor responded 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 NEPA environmental reviews, Phase I and Phase II environmental assessments, Labor Standards compliance, residential and commercial property appraisals and Buy American and data management services (the "Services").

F. The City wishes to engage the Contractor to provide the Services to the City.

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 for a period of two years until June 30, 2012.

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 $_____.00 for the Services as set forth in the Payment Schedule, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The City shall pay the Contractor pursuant to Section 17 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 agreement with its subcontractors containing the indemnification provisions set forth in this Section 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 $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 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 $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, 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 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 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 be 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 , and not the City, shall determine the time of its performance of the Services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work as set forth in Section 2 above. 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 CFR, Part 570, CDBG, as revised, (e) the provisions of 24 CFR 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 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 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.

14.9 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.

14.10 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 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.

14.11 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 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.

14.14 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 Contractor: _____
_____
_____
Facsimile:_____
Attn:_____

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 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.

14.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among: the Agreement, the Scope of Work, the Payment Schedules, 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 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement.

15.2 Notice of Reporting Regulations and Requirements. Contractor acknowledges that the City shall report monthly on all program income as defined at 24 CFR 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 CFR 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 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 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 15.5 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 (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 15.5 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

15.5 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

15.6 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 Payment Schedule and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Contractor (reimbursement).

17. Personnel and Participant Conditions.

17.1 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.

17.2 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 17.1, Civil Rights and 17.2, Women and Minority Owned Business Enterprises, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its Contractors or subcontracts.

17.3 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 CFR 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 CFR 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 CFR 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.

17.4 Conduct.

a. Subcontracts. In addition to the requirements of subsection 14.8, 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 17.4(b)(1) above.

(4) Notifying the employee in the statement required by paragraph 17.4(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 17.4(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 17.4(b)(1), (2), (3) (4), (5) and (6).

18. 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.

19. 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.

[The remainder of this page intentionally left blank.]

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

_____,
a(n) _____

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of _____ _____, a(n) _____, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[RFQ]

See following pages.

EXHIBIT B
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[Contractor's Response to the RFQ]

See following pages.

EXHIBIT C
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[Scope of Work]

See following pages.

SCOPE OF WORK

COMPLIANCE AND DATA SERVICES

1. Background. The City of Avondale (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, Home Investment Partnership Program ("HOME") funds under Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, and Neighborhood Stabilization Program ("NSP") funds under Title III of the Housing and Economic Recovery Act of 2008, Public Law 110-289. The City is required to comply with federal laws and regulations issued by the U.S. Department of Housing and Urban Development ("HUD") relating to the CDBG program, the HOME program and the NSP program (collectively, the "Programs").

The City desires to engage a contractor to perform various functions necessary for the City to be in compliance with the federal laws and regulations pertaining to the Programs.

2. Purpose. The City is seeking to enter into a contract with the selected Vendor for the performance of NEPA environmental reviews, Phase I and Phase II environmental assessments, Labor Standards compliance, residential and commercial property appraisals and Buy American compliance and data management services (the "Services").

3. Scope of Work.

The Vendor(s) will complete a variety of tasks necessary to provide data and ensure compliance by the City with federal laws and HUD regulations pertaining to the Programs. The selected Vendor(s) shall provide Services on an intermittent or on-call basis as determined by the City. The following tasks will be performed by the Vendor and are listed by category or activity. The number of projects is an estimate and not a guarantee of the amount of work to be performed if selected.

a. NEPA Environmental Reviews - Completion of environmental reviews in compliance with the National Environmental Policy Act of 1969, as amended and 24 CFR Part 58.

Environmental Reviews	
Type of Review	Approximate #
Level of Environmental Review Determination	20
Rehabilitation Related Appendix A's	20
Statutory Checklists	10
Environmental Assessments	5
Tiered Reviews	3

b. Asbestos Surveys – Completion of asbestos surveys on residential and commercial buildings following the general requirements of the Asbestos Hazard Emergency Response Act ("AHERA"). Inspectors will be certified in accordance with

40 CFR 763, AHERA inspection standards and shall follow 29 CFR 1926.1101 with regards to presumed asbestos-containing material ("PACM").

Asbestos Surveys	
Type of Service	Approximate Number
Asbestos Surveys	10

c. Lead Paint Testing - Completion by certified personnel of environmental testing in compliance with 24 CFR Part 35 and 40 CFR part 745, subparts L or Q. Certified means licensed or certified by the State with a lead-based paint certification program authorized by the Environmental Protection Agency ("EPA"), or by the EPA in accordance with 40 CFR part 745, subparts L or Q to perform such activities as risk assessment, lead-based paint inspection, or abatement supervision. Prepare a report listing any hazards identified and acceptable control measures, including interim control and abatement options. Provide rough cost estimates of specific alternatives by building component, including the costs of reevaluation (if applicable). The report should also indicate which control method the owner has chosen to implement (if known). After lead hazard control work has been completed, and clearance established, provide any statements of compliance or other documentation required by Federal, state, or local regulation.

Lead Paint Testing	
Type of Service	Approximate Number
Lead Paint Testing	10
Lead Paint Risk Assessment	10
Interim Controls Measures	10
Clearance Testing	20

d. Phase I Environmental Assessment Reports and Demolition Estimates- Conduct Phase I Environmental Property Assessment according to ASTM E1527-05 requirements to conform to EPA Requirements. Phase I Environmental Assessments include site inspections, risk assessments, database searches, property history and locations of known waste sites. If necessary conduct a Phase II Environmental Site Assessment according to ASTM E1903 involving a more detailed investigation of chemical analysis for hazardous substances and/or petroleum hydrocarbons. The reports should indicate all findings. The Report should also include a cost estimate for abatement and demolition.

Phase I Environmental Assessments	
Type of Service	Approximate Number
Phase I Assessments	10
Phase II Assessments	5

e. Federal Labor Standards Compliance - Provide services necessary to comply with the Davis Bacon Labor Standards Act pursuant to 29 CFR Parts 1,3,5,6,7.

Labor Standards Compliance	
Type of Service	Approximate Number of Contracts
Provide updated contract language	10
Research Prevailing Wage Rates	10
Review and Reconcile Certified Payroll	10
Conduct Worker Interviews in Spanish and English.	10
Summarize Interview Results	10

f. Residential Real Estate Appraisals – Provide real estate appraisals on residential and commercial properties in conformance with applicable federal regulations and review appraisals conducted by other appraisers for conformance with applicable federal regulations. In addition to industry standard appraisal requirements, the City will develop the scope of work and define the appraisal problem. Appraisals will be based on industry standard appraisal requirements, and the HUD Guide for Preparing An Appraisal Scope of Work.

Real Estate Appraisals	
Type of Appraisal	Approximate Number
Residential Appraisals	10
Commercial Appraisals	10
Appraisal Review	20

g. Buy American – Provide services to comply with Section 1605 of the American Recovery and Reinvestment Act of 2009 ("Recovery Act") requires that all iron, steel and manufactured goods used in construction, alteration, repair, or maintenance of a public building or public work project assisted with funds under the Recovery Act must be produced in the United States, with exceptions.

Buy American Compliance	
Type of Service	Approximate Number of Contracts
Outreach to American Providers	2

h. Real Estate Data Services – Provide real estate data and data analysis services related to the City residential market particularly with respect to properties in imminent foreclosure and foreclosed (bank-owned) properties. Service must be online and accessible from a web browser or desktop. Application and data must be provided on an ongoing basis for a period of at least two years. The data must be presented in an

organized and easy to use graphical users interface to enable City users to search and display the Real Estate Data. The Real Estate Data provided for each property must contain at a minimum: 1) owner name; 2) site address; 3) mailing address; 4) property use code & description; 5) parcel Number; 6) date Transferred; 7) price; 8) recording document number; 9) tax rate area code; 10) legal description; 11) building statistics such as building square footage, lot square footage, and year built; 12) sales history that includes owner name, date transferred, recording document number, price. Functionality of the system must include: 1) ability to search by owner name, address, parcel number, land use; 2) ability to export data; 3) ability to search by city-defined neighborhoods; 4) ability to group all properties within the City including those with non-City postal addresses (Assessor's Parcel Numbers will be provided).

The data must be updated in a timely manner, within one week of release of the data from the County's data sales. The City will not be providing the County Assessor database. It is the responsibility of the selected contractor to obtain the data on an ongoing basis.

The City has a modern IT infrastructure. All users of the Vendor's proposed solution will access it via the City's shared Internet connection over an Ethernet network with internal speeds ranging from 10 mb/s to 1 Gb/s. City employees use Intel/AMD Dell computers running windows XP professional SP2+, Microsoft Office 2003/2007, McCaffee Virus Scan. The computer hardware consists of processors with speeds ranging from CPU 2.4 GHz and a minimum of 512 MB of RAM. Each computer maintains 10+ GB of local hard drives space for additional applications. Any proposed solution must operate on this City standard hardware. In the proposed solution the City seeks licensing in five user blocks, without additional "a la carte" charges beyond an initial customization charge. The data services must be available to the City for at least two years.

See the narrative above for a description of the prospective work to be performed.

4. Vendor Staffing. The selected Vendor shall assign the following primary and secondary contact for contract transactions.

Primary Contact:

Secondary Contact:

5. City Staffing. The City will assign the following staff member as the primary contact for contract transactions.

Andrew Rael
CDBG Program Manager
1007 South Third Street
Avondale, Arizona 85323
(623) 333-2715
arael@avondale.org

EXHIBIT D
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[Payment Schedule]

See following page(s).

EXHIBIT B
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST GROUND-WATER CONSULTANTS, INC.

[Contractor's Response to the RFQ]

See following pages.

Southwest Ground-water Consultants, Inc.

STATEMENT OF QUALIFICATIONS
FOR
COMPLIANCE AND DATA SERVICES
SOLICITATION NO. NFS 10-005

Submitted to:

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

Submittal Date:
Thursday, July 30, 2009 @ 3:00 PM (local time, Phoenix, AZ)

Submitted by:
Southwest Ground-water Consultants, Inc.
3033 North 44th Street, Suite 120
Phoenix, Arizona 85018-7226

Contact person:
Kevin D. Hebert, R.G.
Phone: 602-955-5547
khebert@sgcground-water.com

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July 30, 2009

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

SUBJECT: STATEMENT OF QUALIFICATIONS FOR COMPLIANCE AND DATA SERVICES (NFS 10-005)

To Whom It May Concern:

Southwest Ground-water Consultants, Inc. (SGC) is pleased to submit our Statement of Qualifications for **Compliance and Data Services, Solicitation Number NFS 10-005**.

SGC is an Arizona based hydrogeological and environmental consulting firm with offices in Phoenix, Prescott, and Cottonwood. SGC is currently on the City of Avondale's FY 2008/2009 Professional Consultant's Selection List as a pre-qualified consultant for hydrogeological engineering, and geotechnical & environmental engineering services.

As directed in the Request for Statement of Qualifications, SGC agrees *not to discriminate against any employee or person who is employed or compensated in whole or in part using funds under the Contractor Agreement because of race, color, creed, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status, or AIDS or HIV status*.

SGC meets all the requirements stipulated in the **Compliance and Data Services, Solicitation Number NFS 10-005** and looks forward to being of service to the City of Avondale. If you have any questions or require further information, please contact the undersigned at 602-955-5547.

Sincerely,
Southwest Ground-water Consultants, Inc.

Stephen D. Noel, R.G.
President / Principal Hydrogeologist

RFQ: COMPLIANCE AND DATA SERVICES (NFS 10-005)

SECTION 1: GENERAL INFORMATION

1a – One page cover letter as described in Section I, 2.3.

The cover letter is attached on the preceding page.

1b – Provide a general description and information of the vendor that is proposing to provide the required services, including the number of years in business:

Southwest Ground-water Consultants, Inc. (SGC) is an Arizona based hydrogeological and environmental consulting firm with offices in Phoenix, Prescott, and Cottonwood, Arizona. The firm was formed in 1993 in order to meet the needs of industry and the public sector for quality, affordable hydrogeologic and environmental services. **SGC has proudly served hundreds of clients over the past 16 years** including: the State of Arizona, numerous municipalities and utility companies, Native American Tribal governments, law firms, mining companies, real estate developers, engineering firms, private businesses and individuals. SGC is currently on the City of Avondale's FY 2008/2009 Professional Consultant's Selection List as a pre-qualified consultant for hydrogeological engineering, and geotechnical & environmental engineering services. It is SGC's business philosophy to provide our clients the necessary expertise to complete projects cost effectively and within a reasonable schedule.

SGC provides a full complement of hydrogeologic and environmental consulting services from problem identification, through data collection and analysis, to the formal presentation of conclusions and recommendations to the client and/or regulatory agency. Our staff of professionals includes Arizona Registered Professional Engineers and Registered Geologists.

SGC desires to be considered for three Service Categories identified in the City of Avondale's solicitation, ***Compliance and Data Services (NFS 10-005)***: 1) Asbestos Surveys, 2) Lead Paint Testing, and 3) Phase I and Phase II Environmental Site Assessments and Demolition Estimates. A representative summary of services pertaining to this solicitation which are routinely provided by SGC is presented below:

Contaminant Investigations / Regulatory Permitting and Compliance

- Environmental Site Assessments
- Underground Storage Tank (UST) Site Characterization and Remediation
- U.S. Environmental Protection Agency Superfund Site Characterization/Closure
- Water Quality Assurance Revolving Fund (WQARF) Site Characterization/Closure
- Landfill Site Characterization/Closure
- Site Characterization
- Remedial Design
- Construction Management
- ADEQ Aquifer Protection Permits (APP)
- ADWR Well and Water Supply Permitting
- National Pollutant Discharge Elimination System (NPDES) PermitsRecharge (Underground Storage Facility), Storage (Water Supply), and Recovery (Recharge Well) Permits
- Compliance Monitoring
- Leaking Underground Storage Tank (LUST) Reporting

1c – Explain the legal organization of the Vendor. Provide identification information of the Vendor…

Legal Form of the Vendor (Firm): Arizona Corporation (ACC File No. -0600762-5)

SGC is an Arizona Corporation established in 1993 (Duns No. 96-699-5730). SGC qualifies as a small business with annual average professional services revenues of $2 million to less than $5 million.

Firm:

Southwest Ground-water Consultants, Inc.
3033 North 44th Street, Suite 120
Phoenix, Arizona 85018-7226
(602) 955-5547 Fax (602) 955-7585
http://www.sgcground-water.com/

Person(s) authorized to represent the Firm:

Stephen D. Noel, R.G.
President / Principal Hydrogeologist
3033 North 44th Street, Suite 120
Phoenix, Arizona 85018-7226
(602) 955-5547 Fax(602) 955-7585
snoel@sgcground-water.com

William M. Greenslade, P.E., R.G.
Principal / Senior Hydrogeologist
3033 North 44th Street, Suite 120
Phoenix, Arizona 85018-7226
(602) 955-5547 Fax(602) 955-7585
bgreenslade@sgcground-water.com

1d – Identify the location of the Vendor's principal office and the local work office, if different.

Firm's Principal and Local Office:

Southwest Ground-water Consultants, Inc.
3033 North 44th Street, Suite 120
Phoenix, Arizona 85018-7226
(602) 955-5547 Fax (602) 955-7585

1e – Provide the completed Vendor Information Form attached as a separate appendix.

The completed Vendor Information Form is provided as Appendix A.

III. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Contractor Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Southwest Ground-water Consultant Inc. 86-0726117
VENDOR SUBMITTING SOQ FEDERAL TAX ID NUMBER

Stephen D.Noel President
PRINTED NAME AND TITLE

Stephen D. Noel
AUTHORIZED SIGNATURE

3033 N.44th Street Suite 120
ADDRESS

(602)955-5547 (602)955-7585
TELEPHONE FAX #

Phoenix Arizona 85018
CITY STATE ZIP

7/30/09
DATE

WEB SITE: www.sgcground-water.com

EMAIL ADDRESS: snoel@sgcground-water.com

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESSES ENTERPRISES AND LABOR SURPLUS AREA FIRMS (check appropriate item):

__X__ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Labor Surplus Area Firms (LSAF)

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

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

RFQ: COMPLIANCE AND DATA SERVICES (NFS 10-005)

SECTION 2: EXPERIENCE; REFERENCES

2a – Provide a description of CDBG, HOME and NSP programs, or other federal programs with which the Vendor has been involved within the last three (3) years. Provide a description of Real Estate Data services the Vendor has been involved with in the last three years…

As mentioned in Section 1b, SGC desires to be considered for three Service Categories identified in the City of Avondale's solicitation, ***Compliance and Data Services (NFS 10-005)***: 1) Asbestos Surveys, 2) Lead Paint Testing, and 3) Phase I Environmental Site Assessments and Demolition Estimates. A list of services pertaining to this solicitation routinely provided by SGC is also presented in Section 1b. SGC does not perform Real Estate Data services, and to date has not participated in any CDBG, HOME or NSP programs. However, SGC has conducted numerous projects for municipalities and the State of Arizona, some of which were funded through federal programs. Within the past **three (3) years,** SGC has completed Phase I and Phase II Environmental Site Assessments (ESAs) for the Arizona Department of Environmental Quality (ADEQ) and the Arizona Department of Transportation (ADOT). In addition, SGC has completed numerous Phase I and Phase II ESAs for the City of Chandler and has recently completed a Phase I ESA for the City of Avondale. We are pleased to include descriptions of our experience on these relevant projects in this section.

Modified Phase II Environmental Site Assessment at Special Planning Area #1 Water Reclamation Facility, Surprise, Arizona. SCC Contract No. 060000-A4-3. ADEQ Task Assignment No. EV08-0135.

SGC was contracted by ADEQ to conduct a Modified Phase II ESA to assess the extent of contamination due to historical operations at the above named 5-acre site. The project was funded by a Brownfields State Response Grant through the federal government. The scope of work included preparation of a Work Plan, Sample and Analysis Plan (SAP), field investigation, and preparation of a final ESA report. Results of the investigation indicated that levels of contaminants present on the site were below applicable non-residential soil remediation levels (SRLs). The SAP and report findings were reviewed and approved by ADEQ and the U.S. Environmental Protection Agency (EPA). Project status: Completed June 2009 under budget and on schedule.

Client: ADEQ
1110 West Washington Street
Phoenix, Arizona 85007

Contacts: ▪Debi Goodwin, Hydrologist III
ADEQ Waste Programs Division
goodwin.debi@azdeq.gov
Ph. 602-771-4453 Fax 602-771-4246

▪LindaWright, Senior Contract Officer
ADEQ Contracts & Procurement
wright.linda@azdeq.gov
Ph. 602-771-4711 Fax 602-771-4439

Phase I Environmental Site Assessments at Four Separate Parcels, Phoenix, Arizona. SCC Contract No. 060000-A4-3. ADOT Purchase Order No. PG-UF4385.

SGC was contracted by Arizona Department of Transportation (ADOT) procurement to conduct Phase I ESAs on four separate parcels of land located in the right-of-way for a proposed new freeway. No *recognized environmental conditions* were identified on any of the sites. Project status: Completed October 2007 on schedule and under budget.

Client: Arizona Department of Transportation
205 S. 17th Avenue, Suite 619E
Phoenix, Arizona 85007-3212

Contact: ▪Ed Green
ADOT Hazardous Materials Coordinator
egreen@azdot.gov
Ph. 602-712-7768 Fax 602-712-3066

Phase I Environmental Site Assessment at the J.C. Penney / Rosco Building and "Standin' on the Corner" Monument, Winslow, Arizona. SCC Contract No. 060000-A4-3. ADEQ Task Assignment No. EV06-0077.

SGC was contracted by ADEQ to conduct a Phase I ESA pursuant to due diligence procedures set forth under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) after buildings on the subject site were destroyed by fire. This project was also funded by a Brownfields State Response Grant. No *recognized environmental conditions* were identified on the site. Project status: Completed 2006 on schedule and under budget.

Client: ADEQ
1110 West Washington Street
Phoenix, Arizona 85007

Contact: ▪LindaWright, Senior Contract Officer
ADEQ Contracts & Procurement
wright.linda@azdeq.gov
Ph. 602-771-4711 Fax 602-771-4439

Phase I and Phase II Environmental Site Assessments for the City of Chandler, Arizona

SGC has conducted over 20 Phase I and Phase II ESAs for the City of Chandler in support of the City's redevelopment program. Some of the Phase I ESAs included comprehensive asbestos surveys and lead paint assessments. R*ecognized environmental conditions* were identified on many of the sites, and asbestos abatement was also required prior to demolition of site structures. Project status: Projects completed, however, SGC performs these services on an on-call basis.

Client: City of Chandler Real Estate Division
P.O. Box 4008, MS 400
Chandler, Arizona 85244-4008

Contact: ▪Erich Kuntze
Real Estate Property Management Officer
erich.kuntze@chandleraz.gov
Ph. 480-782-3397 Fax 480-782-3365

▪Stephen Shea
Real Estate Property Management Officer
stephen.shea@chandleraz.gov
Ph. 480-782-3387 Fax 480-782-3399

Phase I Environmental Site Assessment for the City of Avondale, Arizona

SGC was contracted by the City of Avondale to conduct a Phase I ESA on a vacant parcel located in an area of the city developed primarily with residential properties. A *recognized environmental condition,* consisting of broken floor tile that may have included regulated asbestos containing materials (RACM) was identified on the site. Project status: Completed April 2009 on schedule and within budget.

Client: City of Avondale
1003 South 3rd Street
Avondale, Arizona 85323

Contact: ▪Ruth Clark
Revitalization Project Manager
rclark@avondale.org
Ph. 623-333-2700 Fax 623-333-0140

2b – Provide a recent (within two (2) years) annual audited financial statement.

An Independent Accountants' Compilation Report to the Shareholders of Southwest Ground-water Consultants, Inc. dated March 4, 2009 is included as Appendix B.

Sarvas, King & Coleman, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

3101 NORTH CENTRAL AVENUE • SUITE 1100
PHOENIX, ARIZONA 85012-2642
TELEPHONE (602) 241-1200 • FACSIMILE (602) 241-0162
WEBSITE: www.skccpa.com

TERRY B. SARVAS
CRAIG A. KING
ROBERT F. COLEMAN
MICHAEL W. EDGELL
DEBI A. TOBIN
DEBORAH A. SUNDE
DENISE D. TRIPP
CAREEN L. HENRY
DANIEL L. HASLEY
JACQUELINE A. HOLTZEN
KOREY A. BOALS
VIRGINIA C. TEJADA

JASON C. MACKEY
MELANIE H. GASSON
SHEHZANA SHARIF
DOUGLASS E. SNELL
KEVIN C. BACH
LAURA J. KLOSKOWSKI
CRAIG R. NEUMANN
EDWARD K. HANCE
SPENCER L. BUNN
LISA A. RICCI
ANDREW J. ANTHONY

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Shareholder of
Southwest Ground-water Consultants, Inc.:

We have compiled the accompanying balance sheets of Southwest Ground-water Consultants, Inc. as of December 31, 2008 and 2007, and the related statements of operations and changes in retained earnings for the three months and years then ended and the accompanying supplementary schedules of administrative expenses, which are presented only for supplementary analysis purposes, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements and supplementary schedules information that is the representation of management. We have not audited or reviewed the accompanying financial statements and supplementary schedules and, accordingly, do not express an opinion or any other form of assurance on them. However, we did become aware of the departures from accounting principles generally accepted in the United States of America described in the following paragraphs.

Accounting principles generally accepted in the United States of America require that income taxes be accrued and that deferred income taxes be recognized for the tax effects and differences between the financial and tax bases of assets and liabilities and for operating losses and tax credits that are available to offset future taxable income. The Company has not recorded accrued income taxes or deferred income taxes in the accompanying financial statements. The effects of these departures from accounting principles generally accepted in the United States of America have not been determined.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and cash flow statement were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Sarvas, King & Coleman, P.C.

Phoenix, Arizona
March 4, 2009

SOUTHWEST GROUND-WATER CONSULTANTS, INC.
BALANCE SHEETS
DECEMBER 31, 2008 AND 2007

ASSETS

	2008	2007
Current Assets:		
Cash	$ 48,305.93	$ 116,224.34
Accounts Receivable	510,596.70	712,529.28
Employee Advances	1,814.75	6,887.25
Client Costs Advanced	233.26	10,128.60
Prepaid Income Taxes	10,310.00	8,963.00
Total Current Assets	571,260.64	854,732.47
Property and Equipment:		
Automobiles and Trucks	72,808.37	72,808.37
Furniture and Fixtures	194,026.35	199,114.50
Leasehold Improvements	1,160.00	4,360.00
Total Property and Equipment	267,994.72	276,282.87
Less: Accumulated Depreciation	(227,159.18)	(211,802.18)
Property and Equipment, net	40,835.54	64,480.69
Other Assets:		
Shareholder Advances	-	6,000.00
Total Other Assets	-	6,000.00
Total Assets	$ 612,096.18	$ 925,213.16

See independent accountants' compilation report.

SOUTHWEST GROUND-WATER CONSULTANTS, INC.
BALANCE SHEETS
DECEMBER 31, 2008 AND 2007
(CONTINUED)

LIABILITIES AND SHAREHOLDER'S EQUITY

	2008	2007
Current Liabilities:		
Accounts Payable	$ 38,474.22	$ 8,140.65
Other Accrued Expenses	23,806.06	4,671.77
Total Current Liabilities	62,280.28	12,812.42
Shareholder's Equity:		
Common Stock	100.00	100.00
Retained Earnings	550,715.90	913,300.74
Less: Treasury Stock	(1,000.00)	(1,000.00)
Total Shareholder's Equity	549,815.90	912,400.74
Total Liabilities and Shareholder's Equity	$ 612,096.18	$ 925,213.16

See independent accountants' compilation report.

SOUTHWEST GROUND-WATER CONSULTANTS, INC.
STATEMENTS OF OPERATIONS AND
CHANGES IN RETAINED EARNINGS
FOR THE THREE MONTHS AND YEARS ENDED DECEMBER 31, 2008 AND 2007

	2008		2007	
	Three Months	Year	Three Months	Year
Revenues	$ 691,853.29	$ 2,896,265.27	$ 725,534.89	$ 3,516,186.61
Cost of Revenues	150,944.53	741,303.39	130,906.62	872,640.22
Gross Profit	540,908.76	2,154,961.88	594,628.27	2,643,546.39
Administrative Expenses	1,057,608.98	2,510,952.27	1,173,503.09	2,630,795.41
Income (Loss) From Operations	(516,700.22)	(355,990.39)	(578,874.82)	12,750.98
Other Income (Expense):				
Interest Income	910.16	3,767.51	3,585.30	13,731.34
Interest Expense	-	(2.96)	(24.31)	(168.75)
Loss on Sale of Assets	-	-	(3,585.00)	(3,585.00)
Total Other Income (Expense)	910.16	3,764.55	(24.01)	9,977.59
Income (Loss) before Income Taxes	(515,790.06)	(352,225.84)	(578,898.83)	22,728.57
Income Tax Expense	(50.00)	(10,359.00)	-	-
Net Income (Loss)	$ (515,840.06)	(362,584.84)	$ (578,898.83)	22,728.57
Retained Earnings, beginning of year		913,300.74		890,572.17
Retained Earnings, end of year		$ 550,715.90		$ 913,300.74

See independent accountants' compilation report

SOUTHWEST GROUND-WATER CONSULTANTS, INC.
SUPPLEMENTARY SCHEDULES OF ADMINISTRATIVE EXPENSES
FOR THE THREE MONTHS AND YEARS ENDED DECEMBER 31, 2008 AND 2007

	2008		2007	
	Three Months	Year	Three Months	Year
Administrative Expenses:				
Wages and Salaries	$ 874,764.62	$ 1,817,628.14	$ 931,957.52	$ 1,893,490.35
Employee Benefits	37,966.54	157,197.32	50,797.51	149,007.68
Payroll Taxes	31,444.10	103,179.34	36,730.36	110,346.09
Rents	30,452.84	131,999.23	43,635.41	134,904.63
Insurance	15,559.26	37,692.53	14,873.35	39,123.10
Other	14,253.49	38,887.20	14,458.84	44,390.53
Office	9,091.52	42,370.99	13,104.23	48,898.18
Reimbursed Expenses	10,852.85	54,718.46	16,251.01	54,972.47
Legal and Accounting	8,450.00	37,767.00	14,977.46	42,148.50
Depreciation	6,198.00	25,014.00	7,334.00	21,522.64
Telephone	6,495.63	28,704.14	8,342.07	29,821.02
Bad Debt Expense	4,487.95	6,325.77	8,130.14	21,115.55
Auto and Truck	2,446.63	8,247.36	4,993.37	14,053.38
Contributions	2,250.00	5,583.91	3,000.00	4,370.00
Dues and Subscriptions	1,502.45	2,474.40	525.00	2,108.95
Utilities	589.61	4,668.19	926.51	5,710.39
Printing	332.11	3,840.60	772.85	8,221.90
Travel	310.00	1,694.31	-	-
Advertising	99.00	1,777.00	2,770.00	4,646.01
Personal Property Tax	62.38	62.38	(76.54)	-
Professional Fees	-	1,120.00	-	-
Equipment Repairs	-	-	-	1,944.04
Total Administrative Expenses	$ 1,057,608.98	$ 2,510,952.27	$ 1,173,503.09	$ 2,630,795.41

See independent accountants' compilation report.

RFQ: COMPLIANCE AND DATA SERVICES (NFS 10-005)

SECTION 3: QUALIFICATIONS AND EXPERIENCE OF TEAM

3a – Demonstrate that the Vendor has sufficient staff resources and expertise…Provide an organizational chart showing key personnel…

SGC will serve as Prime Consultant on the City of Avondale's Compliance and Data Services Project. SGC will provide project management and technical leadership for all aspects of the project.

The SGC Team includes a key technical subcontractor, Adams & Wendt, based in Mesa, Arizona. Adams and Wendt is a full service firm specializing in professional asbestos and lead-based paint consulting services. SGC has worked successfully with Adam & Wendt on numerous similar projects in the past.

The SGC Team has the capability, project experience and local knowledge to fully respond to the scope of work as defined in the Request for Statement of Qualifications. We are ready to begin work immediately and are committed to meeting the City of Avondale' schedule for any and all projects.

A project Organizational Chart is presented on the next page. Qualifications and experience of key SGC Team members are presented in Section 3b.

3b: Identify each person who will render services to the City…

Descriptions of the key SGC Team who will serve on the Compliance & Data Services Project are presented below. Resumes are provided in Appendix C.

PROJECT MANAGER

Kevin D. Hebert, R.G. – Project Manager, Southwest Ground-water Consultants, Inc.

Mr. Hebert is a registered geologist with extensive experience managing multidisciplinary environmental projects specializing primarily in characterization studies of complex geologic and hydrogeologic sites. He has provided oversight and project management for the completion of numerous Phase I Environmental Site Assessments (ESAs) covering a wide range of property types. Mr. Hebert will serve as Project Manager for all work pertaining to the City of Avondale's Compliance and Data Services contract.

Mr. Hebert's Comparable Projects:

- *Modified Phase II ESA at Special Planning Area #1 Water Reclamation Facility, ADEQ* – Served as Project Manager and directed field investigation and prepared all submittals and final reports.
- *Phase I ESA at Four Separate Parcels, ADOT* – Completed all tasks associated with Phase I ESAs.
- *Phase I and Phase II ESAs for the City of Chandler* – Completed all tasks associated with Phase I and Phase II ESAs.
- *Phase I ESA for City of Avondale* – Completed all tasks associated with Phase I ESA.

QUALITY ASSURANCE / QUALITY CONTROL

Stephen D. Noel, R.G. – Southwest Ground-water Consultants, Inc.

Mr. Noel, President of Southwest Consultants, Inc., is the Principal Hydrogeologist for the company's three Arizona offices. He has extensive experience evaluating the quantity and quality of ground-water resources and managing well installation projects. Mr. Noel has performed many hydrogeologic investigations throughout Arizona and the southwest. Mr. Noel will provide QA/QC review of all work products and reports for this project.

Mr. Noel's Comparable Projects:

- *Modified Phase II ESA at Special Planning Area #1 Water Reclamation Facility, ADEQ* – Provided QA/QC oversight and review of project documents.
- *Phase I ESA at Four Separate Parcels, ADOT* – Provided QA/QC oversight and review of project documents.
- *Phase I and Phase II ESAs for the City of Chandler* – Provided QA/QC oversight and review of project documents.
- *Phase I ESA for City of Avondale* – Provided QA/QC oversight and review of project documents.

PHASE I ESAs & DEMOLITION ESTIMATES

Kevin D. Hebert, R.G. – Southwest Ground-water Consultants, Inc.

See above. It is anticipated that Mr. Hebert will conduct the majority of the work listed under this service category with assistance as needed from other SGC personnel listed below.

Scot Journell, P.E. – Southwest Ground-water Consultants, Inc.

Mr. Journell, a registered geological engineer and manager of SGC's Prescott office, has extensive professional experience managing and performing environmental projects. Mr. Journell will provide assistance to Mr. Hebert when needed, or in the event that Mr. Hebert is not available to meet the schedule of a particular project.

Mr. Journell's Comparable Projects:

- *Phase I ESA at J.C. Penny / Rosco Building and "Standin' on the Corner" Monument,* ADEQ – Completed all tasks associated with Phase I ESA.

Georgia L. Waters, R.G. – Southwest Ground-water Consultants, Inc.

Ms. Waters has many years of experience performing a variety of services including: sample collection and data analysis; aquifer testing; and the installation of water supply wells. In the office, Ms. Waters utilizes her strong computer skills to compile, validate and analyze test data, as well as prepare maps, tables, and figures for presentation in project reports. Ms. Waters will provide assistance to Mr. Hebert on an as needed basis.

PHASE II ESAs

Kevin D. Hebert, R.G. – Southwest Ground-water Consultants, Inc.

See above. It is anticipated that Mr. Hebert will conduct the majority of the Phase II ESAs with assistance as needed from other SGC personnel below.

Scot Journell, P.E. – Southwest Ground-water Consultants, Inc.

See above. Mr. Journell will provide assistance to Mr. Hebert when needed, or in the event that Mr. Hebert is unable to meet the schedule of a particular project.

Georgia L. Waters, R.G. – Southwest Ground-water Consultants, Inc.

See above. Ms. Waters will provide assistance to Mr. Hebert on an as needed basis.

Ms. Waters' Comparable Projects:

- *Modified Phase II ESA at Special Planning Area #1 Water Reclamation Facility, ADEQ* – Ms. Waters provided review and completed edits on some of the project documents.

Kevin A. Goldman – Southwest Ground-water Consultants, Inc.

Mr. Goldman is proficient in records research and acquisition of data for preparation of hydrogeologic maps and cross-sections. Using his strong computer and organizational skills, Mr. Goldman prepares graphics, maps, and tables for project reports and presentations. He also provides technical office support by assisting with report preparation, editing, and production. Mr. Goldman will provide assistance in gathering data and will also provide field assistance during Phase II ESA investigations.

ASBESTOS SURVEYS

Kevin D. Hebert, R.G. – Southwest Ground-water Consultants, Inc.

See above. Mr. Hebert will provide oversight and management of all work conducted by Adams & Wendt, who will conduct comprehensive asbestos surveys under sub-contract to SGC.

Aaron L. Wendt – Adams and Wendt

Mr. Wendt is a partner and principal of Adams and Wendt. He has 19 years of experience in the environmental consulting industry. Mr. Wendt is certified under AHERA as a Building Inspector, Management planner, and project Designer, and by the EPA as a Certified Lead Based Paint Risk Assessor. Mr. Wendt's primary responsibilities include management and supervision of technical and support staff; business development and client maintenance; and project execution. Mr. Wendt will serve as technical advisor for development of asbestos sampling plans.

Mr. Wendt's Comparable Projects:

- *Modified Phase II ESA at Special Planning Area #1 Water Reclamation Facility, ADEQ* – Served as technical advisor for development of asbestos sampling plan and lead paint testing for project.
- *Phase I and Phase II ESAs for the City of Chandler* – Served as technical advisor for development of asbestos sampling plans and lead paint testing for all City projects that required those services.

Chad Wells – Adams and Wendt

Mr. Wells has over 8 years of experience in general construction and in the environmental consulting industry. Mr. Wells is certified under AHERA as a Building Inspector, Contractor / Supervisor, Management Planner, and by the EPA as a Certified Lead Based Paint Risk Assessor. Mr. Wells will perform field asbestos sampling.

Mr. Wells Comparable Projects:

- *Modified Phase II ESA at Special Planning Area #1 Water Reclamation Facility, ADEQ* – Conducted all field sampling for asbestos survey and lead paint testing for project.
- *Phase I and Phase II ESAs for the City of Chandler* – Conducted field sampling for asbestos surveys and lead paint testing for City projects that required those services.

LEAD PAINT TESTING

Kevin D. Hebert, R.G. – Southwest Ground-water Consultants, Inc.

See above. Mr. Hebert will provide oversight and management of all work conducted by Adams & Wendt, who will conduct lead paint testing services under sub-contract to SGC.

Aaron L. Wendt – Adams and Wendt

See above. Mr. Wendt will serve as Technical Advisor for development of lead paint sampling plans and will prepare lead paint risk assessments and development of interim control measures.

Mr. Wendt's Comparable Projects:

- *Modified Phase II ESA at Special Planning Area #1 Water Reclamation Facility, ADEQ* – Served as Technical Advisor for development of asbestos sampling plan and lead paint testing for project.
- *Phase I and Phase II ESAs for the City of Chandler* – Served as Technical Advisor for development of asbestos sampling plans and lead paint testing for all City projects that required those services.

Chad Wells – Adams and Wendt

See above. Mr. Wells will perform field lead paint sampling services.

Mr. Wells Comparable Projects:

- *Modified Phase II ESA at Special Planning Area #1 Water Reclamation Facility, ADEQ* – Conducted all field sampling for lead paint testing for project.
- *Phase I and Phase II ESAs for the City of Chandler* – Conducted field sampling for lead paint testing for City projects that required those services.

SECTION 3 - ORGANIZATIONAL CHART

PROJECT MANAGER
Kevin D. Hebert, R.G.

QUALITY ASSURANCE / QUALITY CONTROL
Stephen D. Noel, R.G.

PHASE I ENVIRONMENTAL SITE ASSESSMENTS & DEMOLITION ESTIMATES
- Kevin D. Hebert, R.G.
- Scot Journell, P.E.
- Georgia L. Waters, R.G.

PHASE II ENVIRONMENTAL SITE ASSESSMENTS
- Kevin D. Hebert, R.G.
- Scot Journell, P.E.
- Georgia L. Waters, R.G.
- Kevin A. Goldman

ASBESTOS SURVEYS
- Kevin D. Hebert, R.G.
- Aaron L. Wendt
- Chad D. Wells

LEAD PAINT TESTING
- Kevin D. Hebert, R.G.
- Aaron L. Wendt
- Chad D. Wells

Project Team Key Personnel

Name	Firm	Years with Firm / Total Experience	Arizona Licenses / EPA Certifications
Kevin Hebert	SGC	5 / 25	Geologist (26388)
Stephen Noel	SGC	16 / 31	Geologist (17065)
Scot Journell	SGC	15 / 27	Engineer (23281)
Georgia Waters	SGC	15 / 19	Geologist (34434)
Kevin Goldman	SGC	3 / 3	--
Aaron Wendt	Adams & Wendt	5 / 19	Building Inspector AHERA[1] AHERA[2] AHERA[3] EPA*
Chad Wells	Adams & Wendt	2 / 8	Building Inspector AHERA[1] AHERA[2] AHERA[3] EPA*

Notes:
1 AHERA Contractor/Supervisor
2 AHERA Management Planner
3 AHERA Project Designer
* EPA Certified Lead-based Paint Risk Assessor

KEVIN D. HEBERT, R.G.

Hydrogeology
Environmental Science

Responsibility: Project Manager/Hydrogeologist

Education: B.S., 1983 Geology, University of Southwestern Louisiana, Lafayette

Registration: Geologist – Arizona (26388)

Years in Profession: 25

Experience: Mr. Hebert is a registered geologist with extensive experience managing multidisciplinary environmental projects specializing primarily in characterization studies of complex geologic and hydrogeologic sites. He is Mine Safety and Health Administration (MSHA) certified. His experience includes industrial compliance issues such as Aquifer Protection Permitting (APP), wastewater treatment, landfill closure and permitting. He has also served as Project Manager providing oversight and management for the permitting, installation, and testing of numerous water supply wells in the Phoenix, Pinal, and Tucson Active Management Areas (AMAs). Mr. Hebert has directed and managed the preparation of Spill Prevention Control and Countermeasure (SPCC) plans for sites located in six southwestern states. He has provided oversight and project management for the completion of numerous Phase I Environmental Site Assessments (ESAs) covering a wide range of property types. Mr. Hebert has managed numerous projects at sites containing leaking underground storage tanks (USTs) where his responsibilities included directing site characterization, remediation, and closure. Mr. Hebert also has extensive experience in managing and directing resources to complete due diligence activities, including geologic evaluations at aggregate mine sites relating to multi-site property acquisitions.

Representative Projects: ***Contaminant Investigations***

- Conducted and managed numerous Phase I and Phase II environmental site assessments for due diligence for sites with varying complexities in Arizona, California, Texas, Nevada, North Carolina, Utah, and Louisiana
- Completed a Phase I ESA of a 465,000 acre site in Southeast Texas where primary concerns were from extensive oil and gas drilling activities within the site boundaries
- Conducted Phase I and Phase II site investigations at former automobile dealership in San Diego County, California
- Performed QA/QC and due diligence activities for the completion of Phase I ESAs at 20 surface mining facilities in San Diego County, California
- Directed completion of several ESAs including asbestos surveys for the redevelopment of a downtown city square, Chandler, Arizona
- Managed numerous site characterization and remediation projects for Mobil Oil Corporation at stations containing leaking USTs, Arizona and California
- Provided management and oversight of several site characterization and remedial investigations for leaking UST sites at Texaco facilities in Arizona
- Characterized extent of contamination and identified potentially responsible parties (PRPs) along an abandoned corridor, Winslow, Arizona
- Managed characterization and remediation activities at leaking UST sites managed by the Arizona Department of Environmental Quality's (ADEQ) State Lead Group
- Directed and managed strategies to remediate approximately 40,000 cubic yards of soil contaminated with toxaphene at a former pesticide air strip in Chandler, Arizona. Received a No Further Action (NFA) notification from ADEQ following completion.
- Directed and managed the investigation, characterization, and removal of drums containing hazardous waste at an illegal dump-site, El Mirage, Arizona
- Managed geologic and environmental due diligence activities for multi-site acquisitions of aggregate mine sites and concrete batch plants, Arizona, California, Nevada, and Utah
- Identified and characterized a previously unknown plume of PCE contamination adjacent to a dry cleaning operation in Phoenix, Arizona. Successfully negotiated acquisition of a Prospective Purchaser Agreement (PPA) with ADEQ for the new owner of the facility.

Regulatory Permitting and Compliance

- Provided technical support to evaluate nitrate alert level exceedances in ground-water samples collected from monitoring wells at the 91st Avenue WWTP, Phoenix, Arizona
- Preparation of Aquifer Protection Permit (APP) application for construction, operation, and maintenance of a clay-lined landfill for disposal of wastes generated by a paper mill in Snowflake, Arizona
- Managed APP activities, which included site characterization, capping, and closure of an 80 acre landfill containing debris generated by a paper mill in Snowflake, Arizona
- Managed an effluent reuse project consisting of storage and seasonal irrigation of 3,100 acres of biomass farmland with 14.5 million gallons per day of effluent discharged from a paper mill in Snowflake, Arizona
- Conducted comprehensive environmental and health & safety audits for several concrete batch plants, pre-cast block plants, asphalt plants, aggregate mining operations, and industrial mineral mines in California, Arizona, Texas, New Mexico, and North Carolina
- Managed activities relating to the design, engineering, construction, operation and maintenance of a 260-acre storage impoundment at a paper mill in Snowflake, Arizona. Obtained dam safety permit from Arizona Department of Water Resources (ADWR)

Well Design and Installation

- Prepare lithologic logs, review and interpret geophysical logs, provide well design recommendations, and document construction and testing of monitoring and test wells at a surface mine site in central Nevada
- Design, installation, testing and sampling of monitor wells, vapor extraction wells and air sparge wells for many site characterization and remediation projects throughout Arizona
- Managed drilling programs and preparation of pit modeling efforts to estimate quantity and quality of aggregate deposits at mine sites in Arizona, California, Nevada, and Utah
- Managed installation of ground-water and methane monitoring wells at a former municipal landfill site to evaluate potential impacts to subsurface, ground water and adjacent properties
- Provided oversight and management for several ground-water production wells in the Phoenix, Pinal, and Tucson AMAs. Project activities included preparation of well specifications, well siting and spacing studies, ADWR permit applications, oversight of drilling activities, including geophysical surveys, pump testing, well installation, and quality testing.

STEPHEN D. NOEL, R.G.

Hydrogeology
Water Supply Evaluation

Responsibility: President/Principal Hydrogeologist

Education: M.S., 1978 Geology, Purdue University, West Lafayette, Indiana
B.A., 1975 Environmental Studies and History, Franklin and Marshall College, Lancaster, Pennsylvania

Registration: Geologist – Arizona (17065), California (4146)

Years in Profession: 31

Experience: Mr. Noel, a registered geologist and President of Southwest Ground-water Consultants, Inc., is the Principal Hydrogeologist for the company's three Arizona offices. He has extensive experience evaluating the quantity and quality of ground-water resources and managing well installation projects. Mr. Noel has performed many hydrogeologic investigations throughout Arizona and the southwest involving: permitting (Aquifer Protection Permits (APP), Underground Storage Facility (USF) projects, Physical Availability Demonstrations (PAD), and Analyses, Designations, and Certificates of Assured Water Supply (AAWS, DAWS, and CAWS); site-specific geologic interpretation; exploratory, monitor, and production well design and installation management; aquifer testing and analysis; design of water quality monitoring programs; recharge and recovery projects, and water rights evaluations.

Mr. Noel is well versed in working with the 1980 Arizona Ground-water Code, USF permitting requirements, and technical requirements of ADEQ's Aquifer Protection Permit program. He has represented clients before the Arizona Department of Water Resources, the Arizona Department of Environmental Quality, and the U.S. Environmental Protection Agency.

Representative Projects: ***Water Supply Studies / Hydrogeologic Investigations***

- Analysis of Assured Water Supply for Arroyo Seco and Arroyo Verde developments in the Arizona Water Company White Tank System, Maricopa County, Arizona
- Regional Water Master Plan, Vol. II-Hydrogeologic Investigation, West Buckeye Landowners Group
- West Surprise (SPA3) Hydrogeologic and Well Siting Investigation, Surprise, Arizona
- Analysis of Assured Water Supply for the Vistancia (Lakeland Village) development, Peoria, AZ
- Analysis of Assured Water Supply for Litchfield Park Service Co., Litchfield Park, Arizona
- Analysis of Assured Water Supply for Trillium Master Planned Community, Town of Buckeye, AZ
- Ground-water supply for the Talking Rock Ranch development, Yavapai County, Arizona
- Designation of Assured Water Supply for Santa Cruz Water Co., Maricopa and Pinal counties, AZ
- Certificate of Assured Water Supply for El Dorado Ranch Master Plan Community, Maricopa, AZ
- Physical Availability Demonstration for Sun Lakes at Casa Grande development, Pinal County, AZ
- Ground-water supply for the Chaparral Pines development, Payson, Arizona
- Analysis of Assured Water Supply for Tartesso Master Planned Community, Town of Buckeye, AZ
- Long-term Water Management Plan for the Town of Payson, Arizona
- Water Master Plan for the City of Globe, Arizona
- Hydrogeologic characterization of the CV Ranch, Big Chino Valley, Arizona
- Analysis of Assured Water Supply for Belmont Master Planned Community, Maricopa County, AZ
- Investigate ground-water impacts on the Verde River from the proposed Headwaters Ranch development, Yavapai County, Arizona
- Evaluation of regional ground-water resources, Queen Creek, Arizona
- Analysis of Assured Water Supply, Douglas Ranch, Town of Buckeye, Arizona

Well Design and Installation

- One production well and one exploratory borehole at Sun Haven, SPA4, City of Surprise, Arizona
- Potential Well Site Prioritization Matrix and Index Well Supply, City of Surprise Planning Areas, RBF Consultants
- One production well (LPSCO 10AL) for Litchfield Park Service Co., Litchfield Park, Arizona

Stephen D. Noel, R.G. – Representative Projects (Cont.)

- Five high capacity industrial supply wells serving the Mesquite Power Plant, Palo Verde, Arizona
- 23 exploratory/water supply wells, Chaparral Pines Master Planned Community, Payson, Arizona
- Four high capacity production wells, Vistancia (Lakeland Village) development, Peoria, Arizona
- Four high capacity production wells, Saddlebrooke development (Lago Del Oro Water Company), Pinal County, Arizona
- Three high capacity production wells, Sun City Grande development, Sun City, Arizona
- One high capacity potable production well at a location where elevated concentrations of nitrate are present in ground water, Pima Utilities, Sun Lakes, Arizona
- 4 dual purpose recharge/recovery wells, Pima Utilities Underground Storage Facility, Sun Lakes, AZ
- Two high capacity production wells, Sun Lakes at Casa Grande, Arizona
- Three high capacity, potable production wells in an area where ground water has been negatively impacted by high concentrations of total dissolved solids, Luke Air Force Base, Arizona
- Two high capacity production wells, Ridgeview Water Company, Pinal County, Arizona
- One high capacity production well in an area of known land subsidence, Sunland Springs Village, Sun Lakes, Arizona
- Two high capacity production wells, Rancho Gabriela development, Surprise, Arizona
- One water supply well for the Fort McDowell Indian Community, Arizona
- Two production wells for Tartesso Master Planned Community, Town of Buckeye, Arizona
- Identify poor quality aquifer zones and evaluate the pumping impacts of a public water supply well on the Verde River, Verde Valley Ranch, Clarkdale, Arizona

Ground-water Recharge

- Design basin and vadose zone wells for recharge, West Surprise (SPA2), Arizona
- Establish capacity of the aquifer to accept effluent recharge, Pima Utilities Underground Storage Facility, Sun Lakes, Arizona
- Assess the feasibility of ground-water recharge using surface infiltration with shallow basins, City of Surprise Recharge Project – Phase I, Surprise, Arizona
- Evaluate impact of the proposed Sundog Pilot Recharge Project, Prescott, Arizona
- Conduct numerous infiltration tests at a proposed recharge basin site, Sun Lakes Casa Grande Aquifer Recharge Project, Casa Grande, Arizona
- Prepared Tartesso Underground Storage Facility Permit application including hydrogeologic characterization, Town of Buckeye, Arizona

Dewatering Projects

- Sewer lines across the Salt River, Laveen, Arizona
- Dewatering requirements for wastewater treatment plant along the Salt River, Maricopa County, AZ
- Underground parking garage, Phoenix, Arizona

Regulatory Permitting and Compliance

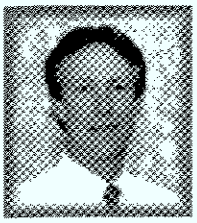
- Hydrologic support for numerous Aquifer Protection Permits including point of compliance wells and ambient monitoring (Tartesso Water Reclamation Facility (WRF), Trillium WRF, Merrill Ranch, Centex Palo Verde WRF, Santa Rosa WRF, Robson Ranch Quail Creek Recharge Facility, Woodruff Utility Company)
- Picacho Sewer Company and Pima Utilities (Sun Lakes and Robson Ranch/EJR Ranch) APP and USF Modification
- Aquifer Protection Permit application for the Clarkdale Tailings Impoundment, Clarkdale, Arizona
- Aquifer Protection Permit application for the United Verde Mine, Jerome, Arizona
- Hydrologic report for Underground Storage Facility (USF), Water Storage (WS) and Recovery Well (RW) permits for Arrowhead Ranch Recharge Facility, Glendale, Arizona

Legal Support and Expert Witness Testimony

- Numerous Administrative Hearings with the Arizona Department of Water Resources, the Arizona Department of Environmental Quality, and the Arizona Corporation Commission

SCOT JOURNELL, P.E.

Hydrogeology
Geological Engineering
Environmental Science



Responsibility: Project Manager/Senior Geological Engineer

Education: B.S., 1981 Geology, Northern Arizona University, Flagstaff

Registration: Geological Engineer - Arizona (23281)

Years in Profession: 27

Experience: Mr. Journell, a registered geological engineer and manager of SGC's Prescott office, has extensive professional experience managing and performing environmental projects. He is Mine Safety and Health Administration (MSHA) certified. Significant projects include a U.S. Environmental Protection Agency (USEPA) Superfund site on tribal lands, an underground storage tank (UST) site on tribal lands, municipal UST sites, Resource Conservation and Recovery Act (RCRA) sites at the U.S. Army Proving Grounds, Landfill Closure at the U.S. Army Proving Grounds, and closure of major industrial facilities.

In managing these projects for SGC, Mr. Journell has directed the design, monitoring and evaluation of ground-water monitoring programs. This work has been completed under the oversight of the USEPA, Arizona Department of Environmental Quality (ADEQ), Yavapai-Prescott Indian Tribe, U.S. Army, and the City of Prescott. On one site, Mr. Journell's work for SGC was followed and confirmed by studies completed by the U.S. Geological Survey and the U.S. Fish and Wildlife Service.

Representative Projects: *Contaminant Investigations*

- Phase I and Phase II characterizations of a Wood Treatment Superfund site, Prescott, Arizona
- Characterization, remedy selection, remedial design, bioremediation and closure of an 80-acre industrial site impacted with chlorinated waste and petroleum, Flagstaff, Arizona
- Remediation and closure of a 15-acre, 130-year old industrial facility to accommodate a new retail development, Prescott, Arizona
- Characterization, remediation, and closure of Depperschmidt illegal landfill, Wickenburg, Arizona
- Treatability testing and remedy selection for bioremediation of chlorinated compounds at a Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) site, Prescott, Arizona
- Management of over 200 Phase I and Phase II environmental assessments of sites ranging from single family residences to large industrial facilities, Arizona, Utah, Colorado
- Characterization and remedial design for a commercial property in the South Indian Bend Wash Superfund Area, Tempe, Arizona
- Characterization, remediation and closure of a 74 acre operations base for a trucking fleet including fuel facility, mechanical shop, and wastewater treatment plant, Happy Jack, Arizona
- Characterization, remediation and closure of four municipal UST sites, Prescott, Arizona
- Phase I Environmental Site Assessments (ESAs) for Grand Canyon Trust, Prescott College, Yavapai-Prescott Indian Tribe, Stepping Stones Agency, Verde Baptist Church
- Phase I ESAs for City of Prescott, Town of Prescott Valley, Yavapai County, ADEQ, Town of Apache Junction, City of Phoenix, and Sedona Fire District
- Phase I ESAs for Stockmen's Bank, Compass Bank, Valley Bank, Smurfit-Stone, Toyota Motor Credit, Foxworth-Galbraith

Regulatory Permitting and Compliance

- USEPA Approval and Tribal Council Approval of Site Characterization of Wood Treatment Facility, Prescott, Arizona
- Remedy Selection for a Wood Treatment Facility, Prescott Arizona
- Closure of a Wood Treatment Facility, Prescott Arizona
- Closure Plan for Hazardous Waste Storage Facility, Army Proving Grounds, Yuma, Arizona
- RCRA evaluation of industrial material resulting in a project savings of $10 million or more, Prescott, Arizona

Computer Modeling / Database Management

- Development and management of a database supporting the characterization, remediation and closure of a Superfund site, Prescott, Arizona

Water Supply Studies / Hydrogeologic Investigations

- Evaluation of two local aquifers to determine source area impacts to the regional aquifer, Prescott, Arizona. This evaluation allowed the site cleanup to proceed without delay. Later work by the USGS and US Fish and Wildlife confirmed the evaluation of the local aquifers.
- Hydrogeologic investigation of local aquifer to determine landfill impacts, Prescott, Arizona
- Multiple hydrogeologic investigations of local aquifers to characterize UST release impacts in Prescott, Phoenix, and Yuma, Arizona

Well Design and Installation

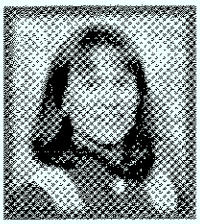
- Prepare lithologic logs, review and interpret geophysical logs, provide well design recommendations, and document construction and testing of monitoring and test wells at a surface mine site in central Nevada
- Multiple well designs and installations to effect the characterization and remediation of environmental contaminants in Prescott, Phoenix, and Yuma, Arizona

Publications and Professional Growth

- Team Member, Geological Engineering Exam Revision, Ariz. Board of Technical Registration, 2003
- Performance and Process Economics of Aerobic Bioremediation of Pentachlorophenol, 8th International Conference on Remediation of Chlorinated and Recalcitrant Compounds, Battelle, 2005
- Field Scale Studies on the Removal of Pentachlorophenol from Contaminated Soil, 2nd International Conference on Remediation of Chlorinated and Recalcitrant Compounds, Battelle, 2000
- Environmental Assessment and the Role of the Consultant In Solving Problems, State Bar of Arizona, 1992
- Site Remediation of Underground Storage Tank Contamination, Arizona / Nevada Academy of Science, 1989

GEORGIA L. WATERS, R.G.

Hydrogeology
Technical Office Support



Responsibility: Hydrogeologist

Education: M.S., 1988 Hydrology, University of Arizona, Tucson, Arizona
B.S., 1984 Geology, University of Wisconsin - Madison

Registration: Geologist – Arizona (34434)

Years in Profession: 19

Experience: Ms. Waters is a registered geologist with professional experience performing various services such as: sample collection and data analysis; aquifer testing; installation of water supply wells, monitor wells and soil vapor extraction wells; well rehabilitation; UST excavation and soil testing; preparation of hydrogeologic maps and project reports, and performance of environmental site assessments. She has also prepared applications for Aquifer Protection Permits (APPs), National Pollutant Discharge Elimination System (NPDES) permits and Certificates of Assured Water Supply. She has completed extensive records reviews, conducted personal interviews, and prepared technical data in defense of potentially responsible parties involved in state Water Quality Assurance Revolving Fund (WQARF) sites and federal Superfund sites.

Ms. Waters has also provided expert witness testimony concerning the impact of contaminated ground-water on a high-rise office building, and provided deposition pertaining to historical chemical use/disposal practices of semiconductor facilities in the West Central Phoenix WQARF site.

Ms. Waters has extensive field experience collecting soil, surface water and ground-water samples, monitoring drilling activities, logging cuttings, interpreting geophysical logs, and conducting aquifer tests. In the office, she maintains the firm's website, prepares proposals and statements of qualifications, and uses her strong computer skills to compile, validate and analyze test data, as well as prepare maps, tables, and figures for presentation in project reports.

Representative Projects: ***Contaminant Investigations***

- Reconstruction of historical chemical use/disposal practices of semiconductor manufacturing facilities through records search and former employee interviews, West Central Phoenix WQARF site, Phoenix, Arizona
- Conducted numerous Phase I and Phase II environmental site assessments at various sites in Maricopa and Yavapai counties, Arizona
- Preparation of monitoring reports for operation of ground-water reclamation system, Air Force Plant No. 44, Tucson, Arizona
- Compilation and evaluation of contaminant sources and water quality data for a hydrogeologic investigation, Indian Bend Wash Superfund site, Tempe, Arizona
- Preparation of a Preliminary Assessment Report and Hazardous Ranking System in accordance with CERCLA, Chatsworth, California
- Identified sources of lead contamination in drinking water outlets throughout Kyrene School District facilities, Maricopa County, Arizona

Regulatory Permitting and Compliance

- Preparation of a NPDES permit renewal application for dewatering of an underground parking garage, Phoenix, Arizona
- Preparation of APP application, and performance of ground-water quality monitoring for closure of the Prescott Valley Landfill, Prescott Valley, Arizona
- Evaluation of acid mine drainage and tailings leachate on surface and ground-water quality conditions, and preparation of APP applications for former mining operations in Jerome and Clarkdale, Arizona
- Applications for Certificates of Assured Water Supply and Subdivision Water Adequacy Statements for master planned communities located throughout Arizona

Georgia L. Waters, R.G. - Representative Projects (Cont.)

Water Supply Studies / Hydrogeologic Investigations

- Identify poor quality aquifer zones and evaluate the pumping impacts of a public water supply well on the Verde River, Verde Valley Ranch, Clarkdale, Arizona
- Help develop a long-term management program for the Town of Payson's water resources that meets peak summer demand and total build-out demand, Gila County, Arizona
- Hydrogeologic investigation, well installation & testing to develop a ground-water supply for the Chaparral Pines Master Planned Community, Payson, Arizona
- Investigate potential impacts of ground-water development on the Verde River from the proposed Headwaters Ranch subdivision, Yavapai County, Arizona
- Hydrogeologic investigation of the Big Chino Ground-water Basin, Yavapai County, AZ
- Water resources study to optimize future use of water supplies available to communities serviced by Citizens Utilities Company, Sun City, Arizona

Well Design and Installation

- Log drilled cuttings, interpret geophysical logs, analyze aquifer test and spinner log data, compile water quality results and prepare installation reports for numerous wells in Arizona
- Installation and testing of several monitor wells near tailings impoundments, Clarkdale, AZ
- Assessment and rehabilitation of production wells to reduce the concentrations of nitrates in ground water pumped from wells in the Phoenix Active Management Area
- Installation, development, and analysis of a municipal water supply well, Sun City, Arizona
- Installation of monitoring and vapor extraction wells to determine the extent of petroleum contamination at LUST sites in Arizona and California

Dewatering Projects

- Investigation of contaminant sources and development/implementation of a dewatering plan for the underground parking garage of a high-rise office building, Phoenix, Arizona

Legal Support and Expert Witness Testimony

- Provided depositions and expert witness testimony concerning the impact of contaminated ground-water on a high-rise office building in Phoenix, Arizona
- Provided deposition pertaining to historical chemical use/disposal practices of semiconductor facilities in the West Central Phoenix WQARF site, Phoenix, Arizona

KEVIN A. GOLDMAN

Hydrogeology
Technical Office Support

Responsibility: Geologist

Education: M.S., 2009 Geology, Arizona State University, Tempe
B.S., 2001 Earth Sciences, Northeastern Illinois University, Chicago

Years in Profession: 3

Experience: Mr. Goldman is proficient in records research and acquisition of data for preparation of hydrogeologic maps and cross-sections. Using his strong computer and organizational skills, Mr. Goldman prepares graphics, maps, and tables for project reports and presentations. He also provides technical office support by assisting with report preparation, editing, and production. He has conducted several well siting studies and well spacing analyses to assist with determining new well locations and impacts of pumping on surrounding wells. He is Mine Safety and Health Administration (MSHA) certified.

Representative Projects: ***Regulatory Permitting and Compliance***

- Collect and organize water quality data for the purpose of establishing Aquifer Quality Limits and Alert Levels in support of APPs for several projects
- Writing various types of permits for new production wells for numerous projects
- Writing and tracking Arizona Pollution Discharge Elimination System (AZPDES) permits for numerous projects
- Review and organization of Underground Storage Facility (USF) permits, Water Storage permits, and Recovery Well permits (City of Chandler)
- Review of APP permits and Water Reuse permits (City of Chandler)

Computer Modeling / Database Management

- Specific data base collection and analysis from: Arizona Department of Water Resources (ADWR), Arizona Department of Environmental Quality, U.S. Environmental Protection Agency, and ADWR Ground-water Site Inventory
- Impact analyses using THWELLS software in combination with Surfer version 5.01
- Use of ArcMap version 9.2 for figures and research relevant to various hydrogeologic investigations using GIS databases for multiple projects throughout Arizona

Water Supply Studies / Hydrogeologic Investigations

- Assistance in hydrogeologic investigations that subscribe to ADWR criteria for well spacing and well impact studies for various projects throughout Arizona
- Preparation of hydrogeologic cross-sections and maps

Well Design and Installation

- Prepare lithologic logs, review and interpret geophysical logs, provide well design recommendations, and document construction and testing of monitoring and test wells at a surface mine site in central Nevada
- Perform aquifer testing at well sites in Surprise and Scottsdale, Arizona
- Preparation of graphics, maps, and text for new and rehabilitation well specifications
- Log drilled cuttings and plot aquifer test data to determine aquifer parameters

Aaron L. Wendt — *Vice President*

Adams and Wendt, Inc.

Mr. Aaron Wendt is one of the firm partners and principals of Adams and Wendt. Mr. Wendt has 19 years of experience in the environmental consulting industry. Mr. Wendt has an extensive background in complete environmental program management services. Mr. Wendt's primary responsibilities include financial management of firm; management and supervision of technical and support staff; business development and client maintenance; project related financial management; and project execution. Mr. Wendt continues to provide professional services to various government and educational institutions, industrial and commercial industries. The following is a brief list of clients Mr. Wendt is currently working with in the environmental consulting industry.

City of Phoenix
Nissan Technical Center – North America
Insurance Companies – Fireman's Fund, Allstate, MetLife, American Family
Arizona Department of Transportation
Sun City Fire Department
Phelps Dodge
DPR Construction
Phoenix Union High School District No. 210
Maricopa Integrated Health System
Arizona State University

Related Experience – Asbestos and Lead Based Paint Consulting Services

Comprehensive AHERA, NESHAP and OSHA Asbestos Inspections
Lead Based Paint Inspections and Risk Assessments
Budget and Cost Estimating
Operations and Maintenance Programs
Project Planning and General Consultation
Project Design and Bid Documents
Contract Administration Services
Project Oversight and Air Monitoring
Phase Contrast Microscopy (PCM) Laboratory Services
Final Clearance PCM and Transmission Electron Microscopy (TEM) Air Monitoring
CADD Services

Education

Phoenix Institute of Technology, 1988
Diploma in Architectural Drafting and Design

Certifications

AHERA Building Inspector
AHERA Management Planner
AHERA Contractor/Supervisor
AHERA Project Designer
NIOSH 582 Airborne Asbestos Evaluations and Interpretations
40 Hour Hazardous Waste Operations
Certified XRF Spectrum Analyzer Operator
EPA Certified Lead-Based Paint Risk Assessor
Microbial Remediation Contractor/Supervisor
Conducting Meaningful Microbial IAQ Investigations
IAQ – HVAC Investigations

Memberships

Environmental Information Association – Arizona Chapter
American Indoor Air Quality Council

Since 2001 Mr. Wells has been involved with many large scale Asbestos Hazard Emergency Response Act (AHERA) and non-AHERA asbestos projects. While working in the asbestos consulting industry his services have included comprehensive inspections, abatement design inspections and limited asbestos building inspections. He has served as a Resident Project Representative (RPR) on asbestos abatement projects. Mr. Wells has extensive experience in conducting building surveys for asbestos, bulk sampling, data collection and evaluation, and the preparation of written reports. Mr. Wells has managed the implementation of large, multi-site asbestos surveys which involved multiple sampling teams. Mr. Wells has direct experience performing various field and analytical testing functions including air sample collection in accordance with the NIOSH 7400 Method, PCM analysis of air samples, and visual inspection of asbestos abatement projects in accordance with ASTM standards. Mr. Wells is an EPA accredited Building Inspector, Management Planner and Contractor/Supervisor. In addition to Mr. Wells' asbestos certifications he is an EPA accredited Lead-Based Paint Risk Assessor.

Since 2001 Mr. Wells also performed a wide range of Indoor Air Quality (IAQ) and microbial consulting services. Mr. Wells has performed and been directly involved with on-site investigation activities, developing sampling plans and strategies, and performing sampling activities. Mr. Wells has also performed project oversight and post remediation air sampling associated with microbial remediation projects. The following is a brief list of clients Mr. Wells is currently working with in the environmental consulting industry.

City of Phoenix
John C. Lincoln Health Network
Arizona Department of Transportation
City of Mesa
Freeport-McMoRan Copper & Gold
Banner Health System
Phoenix Union High School District No. 210
Maricopa Integrated Health System
Arizona State University

Related Experience – Asbestos and Lead Based Paint Consulting Services

Comprehensive AHERA, NESHAP and OSHA Asbestos Inspections
Lead Based Paint Inspections and Risk Assessments
Operations and Maintenance Programs
Project Planning and General Consultation
Project Oversight and Air Monitoring
Phase Contrast Microscopy (PCM) Laboratory Services
Final Clearance PCM and Transmission Electron Microscopy (TEM) Air Monitoring

Certifications

AHERA Building Inspector
AHERA Management Planner
AHERA Contractor/Supervisor
NIOSH 582 Airborne Asbestos Evaluations and Interpretations
Certified XRF Spectrum Analyzer Operator
EPA Certified Lead-Based Paint Risk Assessor

RFQ: COMPLIANCE AND DATA SERVICES (NFS 10-005)

SUBMITTAL REQUIREMENT - SECTION 4: VENDOR AVAILABILITY

4a – List of ongoing projects with similar programs.

As of the date of this submittal, the SGC Phoenix office has no ongoing projects with similar programs as those listed in the service categories that we are proposing to provide to the City of Avondale.

4b – Total number of staff dedicated to existing programs and the prospective services for the City's program:

Because we have no ongoing projects with similar programs, SGC is immediately available and fully capable of meeting the City of Avondale's project needs for those service categories that we are proposing to provide.

RFQ: COMPLIANCE AND DATA SERVICES (NFS 10-005)

SECTION 5: PROJECT UNDERSTANDING AND APPROACH

5a – Proposed services as related to the Scope of Work in the Contactor Agreement

As mentioned in Section 1b, SGC desires to be considered for the Service Categories including: 1) Asbestos Surveys; 2) Lead Paint Testing; and 3) Phase I and Phase II Environmental Site Assessments and Demolition Estimates. The project understanding and approach we would follow in completing these services is provided below.

ASBESTOS SURVEYS

When requested, a comprehensive asbestos survey will be conducted on all building materials comprising on-site structures following the general requirements of the Asbestos Hazard Emergency Response Act (AHERA). SGC will contract the services of an EPA accredited building inspector with AHERA certification to conduct the asbestos survey in accordance with EPA Regulation 40 CFR Parts 763.85 and 763.86. The asbestos survey shall also follow the EPA Regulation 29 CFR 1926.1101 with regards to presumed asbestos containing materials (PACM).

An appropriate number of bulk samples will be collected and analyzed by an accredited laboratory using Polarized Light Microscopy (PLM). The asbestos survey, which will include interior and exterior building materials, will fulfill the federal requirements of the National Emissions Standard for Hazardous Air Pollutants (NESHAP) asbestos regulation for demolition activities. The samples will be collected by breaking or scraping off a small piece of material using care to penetrate all layers of material and so that adjacent materials are not disturbed. The sample location will be pre-moistened to eliminate any generation of dust. The samples will be sealed, labeled and submitted to the laboratory for analysis.

A report will be prepared documenting the results of the asbestos survey and will include copies of all laboratory reports, summary data tables and diagrams and figures showing sample locations. The report will also include a cost estimate for asbestos abatement and demolition.

LEAD PAINT TESTING

When the potential for lead in painted surfaces exists, paint chip samples will be collected from those surfaces in accordance with Housing and Urban Development (HUD) guidelines and analyzed by the Toxicity Characteristic Leaching Procedure (TCLP) for lead using the EPA Method 1311. The sampling will be conducted by certified personnel in compliance with the EPA Regulation 24 CFR Part 35 and 40 CFR Part 745, subparts L or Q.

The samples will be collected by cutting through all of the paint layers using a razor, sharp knife, or chisel, or by heating the area to be sampled with a heat gun (below 1,100^{o}F) to soften the paint before removal. The samples will be sealed, labeled and submitted to the laboratory for analysis. Care will be taken to reduce excess generation of dust by using pre-moistened wipes or a small HEPA vacuum.

The TCLP test is designed to simulate the leaching a waste will undergo if disposed in a sanitary landfill. The intent of TCLP sampling and analysis is to determine whether materials are hazardous waste. The samples are then extracted with a weak acid solution in a way that will mimic the release of toxic materials into the environment at the landfill. The solution is then analyzed and if the lead content is greater than (5) five parts per million (5 ppm), it is considered hazardous waste.

If a potential exists for lead to be present in soil around a structure due to the deterioration of the structures exterior, sampling of near surface soil would be proposed. Typically, four discrete soil sub-samples will be collected at a depth of approximately 3-inches around the perimeter of the structure. The four sub-samples will be composited into one sample and analyzed using TCLP for lead and EPA Method 1311.

A report will be prepared documenting the hazards identified, results of the lead paint sampling and will include copies of all laboratory reports, summary data tables and diagrams and figures showing sample locations. It is assumed that the results of the lead paint testing will be utilized primarily to evaluate disposal options following demolition of the on-site structures. However, if requested, SGC will provide abatement options and acceptable interim and/or permanent control measures. In addition, SGC will provide rough cost estimates of specific alternatives by component, if applicable. The report will also indicate which control measure was selected by the owner and will include a statement of completion that confirms compliance with any local, state, or federal regulations. An estimate for disposal of waste materials will also be provided.

PHASE I ESA

The Phase I ESA will be conducted in accordance with the standards presented in American Society for Testing and Materials (ASTM) Standards E 1527-05. The four basic tasks to be completed as part of the Phase I ESA process are as follows.

Task 1 - *Records Review* – Records will be obtained and reviewed that identify potential *recognized environmental conditions* or *historical recognized environmental conditions* in connection with the Site. The minimum search distance (msd) will follow ASTM recommendations for standard and additional environmental record sources for the study area.

Task 2 - *Site Reconnaissance* – A Site visit will be conducted to determine the potential that a *recognized environmental condition* is present at the Site and to inspect neighboring properties, to the degree possible, for land uses or other aspects that indicate potential *recognized environmental conditions* that could adversely affect the Site.

Task 3 - *Interviews* – Individuals with knowledge of the Site will be interviewed regarding the potential for *recognized environmental conditions* or *historical recognized environmental conditions* present on the Site.

Task 4 - *Evaluation and Report Preparation* – A report detailing the findings associated with each of the above-listed tasks will be prepared. The report will include conclusions regarding the presence of *recognized environmental conditions* or *historical recognized environmental conditions* on the Site.

PHASE II ESA

If a Phase II Investigation is required, initial activities would focus primarily on identifying whether any contaminants are present on the site and would most likely not constitute a complete characterization of the extent of any potential contamination identified.

The Phase II ESA, which will be completed in accordance with ASTM E1903, would focus on areas of concern as identified in the Phase I ESA. A general summary of our approach to conduct a Phase II ESA is as follows.

- Since a Phase II investigation will most likely include subsurface work, the Arizona Bluestake will need to be notified.
- If necessary, a private locator service will also be contracted to locate any potential private utilities located on the site.
- Subsurface soil samples will be collected from the areas of concern and laboratory analyzed for the potential constituents that may be present based on historical usage of the site.
- A Phase II ESA report will be prepared documenting the results of all field sampling activities and shall include summary data tables, copies of laboratory reports, and conclusions and recommendations whether any additional work is necessary. The analytical laboratory results will be compared to Arizona residential and non-residential soil remediation levels.

It is anticipated that the initial Phase II Investigation would most likely take 3-5 weeks to complete under normal laboratory turn around. SGC would keep the City appraised of all field activities and provide the City with a summary table of all preliminary laboratory results.

5b – Summary of services and understanding of issues involved in providing real estate data and compliance services:

As discussed above, SGC is uniquely qualified to provide the Service Categories including Asbestos Surveys, Lead Paint Testing, and Phase I Environmental Site Assessments and Demolition Estimates. Having provided similar services to numerous clients in the past, including municipalities, Arizona government agencies and private business, SGC and its sub-contractor, Adams and Wendt, have an understanding of the regulations and requirements to provide those service categories that is unmatched in the industry. The personnel that we have committed to perform the proposed services for the City of Avondale are considered to be experts in their respective fields.

EXHIBIT C
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST GROUND-WATER CONSULTANTS, INC.

[Scope of Work and Payment Schedule]

See following pages.

SCOPE OF WORK

1. Background. The City of Avondale (the "City") requires environmental assessment services (the "Services") on real property that will be will acquired, rehabilitated and demolished in the conduct of its Community Development Program (the "Program"). The Program is funded by the following federal sources: (i) Community Development Block Grant ("CDBG") Funds under Title I of the Housing and Community Development Act of 1974, Public Law 93-38; (ii) Home Investment Partnership Program ("HOME") funds under Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625; and (iii) Neighborhood Stabilization Program ("NSP") funds under Title III of the Housing and Economic Recovery Act of 2008, Public Law 110-289.

2. Program Funding. The Program will be funded approximately according to the following schedule.

Funding Sources Approximates				
Source	2009-2010	2010-2011	2011-2012	Total
NSP	$70,000	$10,000	$10,000	$90,000
CDBG	$20,000	$20,000	$20,000	$60,000
				$150,000

3. Schedule of Completion. The Contractor shall provide Services on an intermittent or on-call basis as determined by the City until June 30, 2012.

4. Scope of Work. The Contractor shall provide the following Services listed by category or activity. The number of projects is an estimate and not a guarantee of the amount of work to be performed. Prices are estimates. Actual prices will be based on individual property circumstances.

a. Asbestos Surveys – Completion of asbestos surveys on residential and commercial buildings following the general requirements of the Asbestos Hazard Emergency Response Act ("AHERA"). Inspectors will be certified in accordance with 40 CFR 763, AHERA inspection standards and shall follow 29 CFR 1926.1101 with regards to presumed asbestos-containing material.

Asbestos Surveys			
Type of Service	Approximate Number	Single Unit Price	Multiple Unit Price (up to 6)
Asbestos Surveys	10	$2,800*	$5,100**

*Approximately 80 samples **Approximately 160 samples

b. Lead Paint Testing – Completion by certified personnel of environmental testing in compliance with 24 CFR Part 35 and 40 CFR part 745, subparts L or Q. Certified means licensed or certified by the State with a lead-based paint certification program authorized by the Environmental Protection Agency ("EPA"), or by the EPA in accordance with 40 CFR part 745, subparts L or Q to perform such activities as risk assessment, lead-based paint inspection, or abatement supervision. Prepare a report

listing any hazards identified and acceptable control measures, including interim control and abatement options. Provide rough cost estimates of specific alternatives by building component, including the costs of reevaluation (if applicable). The report should also indicate which control method the owner has chosen to implement (if known). After lead hazard control work has been completed, and clearance established, provide any statements of compliance or other documentation required by Federal, state, or local regulation.

Lead Paint Testing			
Type of Service	Approximate Number	Single Unit Price	Multiple Unit Price (up to 6)
Lead Paint Testing	10	$1,500*	$2,500*
Lead Paint Risk Assessment	10	$500	$800
Interim Controls Measures	10	$500**	$500**
Clearance Testing	20	$500	$500

*Comprehensive lead testing **Recommendations only

c. Phase I Environmental Assessment Reports and Demolition Estimates – Conduct Phase I Environmental Property Assessment according to ASTM E1527-05 requirements to conform to EPA Requirements. Phase I Environmental Assessments include site inspections, risk assessments, database searches, property history and locations of known waste sites. If necessary conduct a Phase II Environmental Site Assessment according to ASTM E1903 involving a more detailed investigation of chemical analysis for hazardous substances and/or petroleum hydrocarbons. The reports should indicate all findings. The Report should also include a cost estimate for abatement and demolition.

Phase I Environmental Assessments			
Type of Service	Approximate Number	Single Unit Price	Multiple Unit Price (up to 6)
Phase I Assessments and Demolition Estimates	10	$2500	$3200*
Phase II Assessments and Demolition Estimates	5	$3,000-$25,000	$3,000-$25,000

*Units are contiguous

5. Vendor Staffing. The selected Vendor shall assign the following contact for contract transactions.

Kevin D. Hebert, R.G., Project Manager
Southwest Ground-water Consultants, Inc.
3033 North 44th Street, Suite 120
Phoenix, Arizona 85018-7226
(602) 955-5547
khebert@sgcground-water.com

6. City Staffing. The City will assign the following staff member as the primary contact for contract transactions.

Ruth Clark, Revitalization Manger
1007 South Third Street
Avondale, Arizona 85323
(623) 333-2724
rclark@avondale.org

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement Amendment - Damon S. Williams and Associates, LLC, for Water Reclamation Facility Expansion

MEETING DATE:
September 21, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting City Council approve Amendment No. 1 to the Professional Services Agreement (PSA) with Damon S. Williams and Associates, LLC, for Design and Construction Administration services in the amount of $110,654 for the Water Reclamation Facility Expansion project, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Damon S. Williams and Associates, LLC, (DSWA) was contracted by the City of Avondale in July, 2006, to complete the design and construction administration of the Water Reclamation Facility Expansion project (Contract No. 12287). The original contract amount was $5,493,817.00.

DISCUSSION:

As the Expansion project nears completion, City staff have asked DSWA to address some miscellaneous design items that were not in the original scope-of-work and contract. These items include additional regulatory agency coordination, and modification of the (1) Fire Discharge Box design, (2) Chlorine Contact Basin design, and (2) Aquifer Protection Permit Application. These additional items require a contract amendment of $110,654.00, representing an increase of 2.0% over the original contract amount, for a new contract total of $5,604,471.00.

BUDGETARY IMPACT:

Funding for this contract amendment is available in the Wastewater Capital Budget, line item 513-1109-00-8610.

RECOMMENDATION:

Staff is requesting City Council approve Amendment No. 1 to the Professional Services Agreement (PSA) with Damon S. Williams and Associates, LLC, for Design and Construction Administration services in the amount of $110,654 for the Water Reclamation Facility Expansion project, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- PSA

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DAMON S. WILLIAMS ASSOCIATES, L.L.C.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of September 21, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and Damon S. Williams Associates, L.L.C., an Arizona limited liability company (the "Consultant").

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement dated July 10, 2006, for design and construction administration relating to the Water Reclamation Facility Expansion, Phase 1, Final Design and Construction Administration, City Project No.: UT 06-008 (the "Agreement").

B. The City has determined that it is necessary to extend the term of the Agreement, add additional services to the Scope of Work of the Agreement to modify designs and prepare additional permit applications (the "Additional Services"), increase the compensation of the Consultant for the Additional Services and add additional provisions to the Agreement.

C. The City and the Consultant desire to amend the Agreement extend the term of the Agreement, add the Additional Services, increase the compensation of the Consultant for the Additional Services and add additional provisions to the Agreement.

AGREEMENT

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

1. Term of the Agreement. The term of this Agreement is hereby extended from September 30, 2009, to March 31, 2010.

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

3. Compensation. The Consultant's total compensation under the Agreement shall be increased by no more than $110,654.00 from $5,493,817.00 to $5,604,471.00 as consideration for the Additional Services as more particularly set forth in Exhibit 1.

4. Miscellaneous. The following provisions are added to Section 14 of the Agreement as follows:

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.

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

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

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

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Consultant**"

DAMON S. WILLIAMS ASSOCIATES, an Arizona 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 ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of DAMON S. WILLIAMS ASSOCIATES, 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 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DAMON S. WILLIAMS ASSOCIATES, L.L.C.

[Change Order]

See following pages.

DESIGN CONTRACT AMENDMENT NO. 1

CITY OF AVONDALE
WATER RESOURCES DEPARTMENT

Project Name: Water Reclamation Facility (WRF) Design – Expansion Phase 1
City Project No.: SW1109, Contract No. 12287
Design Engineer: Damon S. Williams & Associates

Original Design Contract Start Date: 10-Jul-06
Original Design Contract Completion Date: 30-Sep-09
Revised Design Contract Completion Date: 31-Mar-10

REASON FOR CONTRACT AMENDMENT:

Additional ADEQ Coordination, Contract Time Extension, and Modification of Fire Discharge Box, Chlorine Contact Basin, and APP Permits

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AMENDMENT DESCRIPTION:

1) Consultant was tasked with the design of a Fire Discharge Box at the WRF. Due to changing requirements, the consultant was required to conduct multiple re-designs, engage in additional coordination, and prepare additional permit applications. This additional work resulted in an additional $24,233 worth of effort.

2) Consultant was asked to revise 13 drawings, prepare additional Sample Line Isometrics, and review the modified cost proposal from CM@R, to meet the Chlorine Contact Basin control and monitoring scheme as required by the ADEQ. This additional work resulted in an additional $26,211 worth of effort.

3) Consultant was tasked with preparation of the Aquifer Protection Permits (APP) for the WRF outfall and the McDowell Road Recharge Basins. Additional effort was required to modify the APP applications based on the AZ Department of Environmental Quality's (ADEQ) review comments, prepare an Enhanced Chlorination Technical Memo, and provide additional coordination. This additional work resulted in an additional $60,210 worth of effort.

The total Contract Amendment equals $110,654. These funds will be added to the existing open Purchase Order #55329 from line item 513-1109-00-8610. In addition, the consultant's original contract completion date will be revised to 31-Mar-10 to ensure contracting of their services post-construction completion.

CONTRACT AMOUNT

Original Contract:	$ 5,493,817
Previous Amendments:	$ 0
This Amendment:	$ 110,654
Total All Amendments:	$ 110,654
Revised Contract:	**$ 5,604,471**

CONTRACT TIME

Original Contract:	1,177 days
Previous Amendments:	0 days
This Amendment:	182 days
Total All Amendments:	182 days
Revised Contract:	**1,359 days**

Strm part of send engrg

Avondale WRF Expansion, Phase 1
Fire Discharge Box and Fire Department Coordination
Change Order Request

SUMMARY OF ADDITIONAL EFFORT

1. Design Fire Discharge Box to initial Fire Department requirements ← orig contr / dwgs - scope creep
2. Redesign Fire Discharge Box multiple time to comply with Fire Department changing requirements
3. Additional coordination effort with Fire Department
4. Prepare additional permit applications

Task No.	Description	HOURS												Costs
		Prin	Sr. PM	PM	PE	QA/QC	Eng 5	Eng3	Eng2	Dsgn	Tech	Cler	Total	
TASK 1	**Fire Discharge Box & Fire Department Coordination**	3	14	0	28	0	0	0	80	12	44	14	195	$23,883
1000	**Project Management**	1	4		4							2	11	$1,707
1100	**Project Meetings**	1	6	0	14	0	0	0	18	0	0	2	41	$5,792
1110	Meetings w/ City & Fire Department		4		8				12				24	$3,423
1120	Internal Team Meetings	1	2		6				6			2	17	$2,368
1200	**Data Collection and Coordination**	0	1	0	2	0	0	0	6	0	0	2	11	$1,350
1210	Data Collection & Coordination w/ Fire Department		1		2				6			2	11	$1,350
1300	**Fire Discharge Box**	1	3	0	8	0	0	0	56	12	44	8	132	$15,034
1310	Design Discharge Box	1	1		4				32	8	32	2	80	$9,093
1320	Responses to Fire Department Review Comments		1		2				12	2	8	2	27	$3,094
1330	Prepare Applications for Fire Department Permits		1		2				12	2	4	4	25	$2,847
	DSWA TOTAL HOURS	3	14	0	28	0	0	0	80	12	44	14	195	$ 23,883
	Project Billing Rate	$ 217.51	$ 185.68	$ 169.76	$ 153.85	$ 199.66	$ 168.13	$ 147.09	$ 120.82	$ 131.33	$ 94.56	$ 65.78		
	SUBTOTAL LABOR COSTS	$ 653	$ 2,599	$ -	$ 4,308	$ -	$ -	$ -	$ 9,666	$ 1,576	$ 4,160	$ 921		

TOTAL OTHER DIRECT COSTS

1	Reproduction and Printing	$150
2	Delivery Services (Mail, Courier, etc.)	$100
3	Travel/Mileage	$100
	TOTAL OTHER DIRECT COSTS	**$350**
	TOTAL	**$24,233**

19b.

Avondale WRF Expansion, Phase 1
Disinfection Process Control Modification Change Order Request

SUMMARY OF ADDITIONAL EFFORT

1. Revise 13 contract drawings to change Chlorine Contact Basin control and monitoring scheme from ORP to Chlorine Residual
2. Prepare additional Sample Line Isometric
3. Review Cost Proposal from CM@R

Task No.	Description	HOURS												Costs
		Prin	Sr. PM	PM	PE	QA/QC	Eng 5	Eng3	Eng2	Dsgn	Tech	Cler	Total	
TASK 1	**Disinfection Process Control Modification**	2	14	0	38	4	8	0	70	8	48	12	204	$25,861
1000	**Project Management**	1	4		4							2	11	$1,707
1100	**Project Meetings**	0	4	0	8	0	0	0	8	0	0	2	22	$3,072
1110	Meetings w/ City		2		4				4				10	$1,470
1120	Internal Team Meetings		2		4				4			2	12	$1,602
1200	**Data Collection and Coordination**	0	1	0	2	0	0	0	4	0	0	2	9	$1,108
1210	Data Collection & Coordination w/ City		1		2				4			2	9	$1,108
1300	**Process Control Modifications**	1	5	0	24	4	8	0	58	8	48	6	162	$19,974
1310	Prepare Design Modifcations to 14 Drawings	1	2		6	4	6		40	8	48	2	117	$13,873
1320	Prepare Specifications for Additional Instruments		1		2		2		6			2	13	$1,686
1330	Review CM@R Change Proposal		2		16				12			2	32	$4,414
	DSWA TOTAL HOURS	2	14	0	38	4	8	0	70	8	48	12	204	$ 25,861
	Project Billing Rate	$ 217.51	$ 185.68	$ 169.76	$ 153.85	$ 199.66	$ 168.13	$ 147.09	$ 120.82	$ 131.33	$ 94.56	$ 65.78		
	SUBTOTAL LABOR COSTS	$ 435	$ 2,599	$ -	$ 5,846	$ 799	$ 1,345	$ -	$ 8,458	$ 1,051	$ 4,539	$ 789		

TOTAL OTHER DIRECT COSTS

1	Reproduction and Printing	$150
2	Delivery Services (Mail, Courier, etc.)	$100
3	Travel/Mileage	$100
	TOTAL OTHER DIRECT COSTS	**$350**
	TOTAL	**$26,211**

Avondale WRF Expansion, Phase 1
APP Application Modifications
Change Order Request

SUMMARY OF ADDITIONAL EFFORT

1. Modify APP applications for WRF and McDowell Recharge Basins to meet ADEQ review comments
2. Prepare Enhanced Chlorination Technical Memorandum
3. Additional coordination effort with ADEQ
4. Prepare weekly progress updates
5. Attend additional meetings with City and ADEQ

Task No.	Description	HOURS												Costs
		Prin	Sr. PM	PM	PE	QA/QC	Eng 5	Eng3	Eng2	Dsgn	Tech	Cler	Total	
TASK 1	**APP Applications Modifications**	**10**	**70**	**0**	**0**	**6**	**0**	**236**	**32**	**6**	**16**	**26**	**402**	**$58,960**
1000	Project Management	1	8					2				6	17	$2,392
1100	Project Meetings	4	26	0	0	0	0	44	4	0	0	6	84	$13,047
1110	Avondale Meetings		8					8				2	18	$2,794
1120	Meetings w/ ADEQ	4	16					32				2	54	$8,679
1130	Internal Team Meetings		2					4	4			2	12	$1,575
1200	Data Collection and Coordination	4	28	0	0	0	0	42	0	0	0	6	80	$12,641
1210	Data Collection & Coordination w/ Avondale		4					10				2	16	$2,345
1220	Coordination w/ ADEQ	2	8					24				2	36	$5,582
1230	Prepare Weekly Permit Progress Updates	2	16					8				2	28	$4,714
1300	WRF & Recharge Basin APP's	1	8	0	0	6	0	148	28	6	16	8	221	$30,880
1310	Revise APP Applications	1	2					56		2	4	2	67	$9,598
1320	Responses to ADEQ Comment Review Letters		4			2		88	4	2	8	2	110	$15,720
1330	Prepare Enhanced Chlorination Disinfection TM		2			4		4	24	2	4	4	44	$5,562
	DSWA TOTAL HOURS	**10**	**70**	**0**	**0**	**6**	**0**	**236**	**32**	**6**	**16**	**26**	**402**	**$ 58,960**
	Project Billing Rate	$ 217.51	$ 185.68	$ 169.76	$ 153.85	$ 199.66	$ 168.13	$ 147.09	$ 120.82	$ 131.33	$ 94.56	$ 65.78		
	SUBTOTAL LABOR COSTS	$ 2,175	$ 12,997	$ -	$ -	$ 1,198	$ -	$ 34,713	$ 3,866	$ 788	$ 1,513	$ 1,710		

TOTAL OTHER DIRECT COSTS		
1	Reproduction and Printing	$750
2	Delivery Services (Mail, Courier, etc.)	$250
3	Travel/Mileage	$250
	TOTAL OTHER DIRECT COSTS	$1,250
	TOTAL	**$60,210**

DETAIL LIST

TASK 1	**APP Applications Modifications**
1000	**Project Management**
1100	**Project Meetings**
1110	Avondale Meetings
1120	Meetings w/ ADEQ
1130	Internal Team Meetings
1200	**Data Collection and Coordination**
1210	Data Collection & Coordination w/ Avondale
1220	Coordination w/ ADEQ
1230	Prepare Weekly Permit Progress Updates
1300	**WRF & Recharge Basin APP's**
1310	Revise APP Applications
1320	Responses to ADEQ Comment Review Letters
1330	Prepare Enhanced Chlorination Disinfection TM

Index Factor 5%

	Prin	Sr. PM	PM	PE	QA/QC	Eng 5	Eng3	Eng2	Dsgn	Tech	CM	RE	CO	Cler
2006 Billing Rate	$ 205.00	$ 175.00	$ 160.00	$ 145.00	$ 190.00	$ 160.00	$ 140.00	$ 115.00	$ 125.00	$ 90.00	$ 165.00	$ 148.00	$ 100.00	$ 62.00
Indexed 2007 Billing Rate	$ 215.25	$ 183.75	$ 168.00	$ 152.25	$ 199.50	$ 168.00	$ 147.00	$ 120.75	$ 131.25	$ 94.50	$ 173.25	$ 155.40	$ 105.00	$ 65.10
Indexed 2008 Billing Rate	$ 226.01	$ 192.94	$ 176.40	$ 159.86	$ 209.48	$ 176.40	$ 154.35	$ 126.79	$ 137.81	$ 99.23	$ 181.91	$ 163.17	$ 110.25	$ 68.36
Indexed 2009 Billing Rate	$ 237.31	$ 202.58	$ 185.22	$ 167.86	$ 219.95	$ 185.22	$ 162.07	$ 133.13	$ 144.70	$ 104.19	$ 191.01	$ 171.33	$ 115.76	$ 71.77
2006 Involvement (months)	6	6	6	6	6	6	6	6	6	6	0	0	0	6
2007 Involvement (months)	12	12	12	12	6	6	12	12	12	12	12	12	12	12
2008 Involvement (months)	12	12	12	12	6	6	6	6	6	6	12	12	12	12
2009 Involvement (months)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Weighted Indexed Average Billing Rate	$ 217.51	$ 185.68	$ 169.76	$ 153.85	$ 199.66	$ 168.13	$ 147.09	$ 120.82	$ 131.33	$ 94.56	$ 177.58	$ 159.29	$ 107.63	$ 65.78

CITY COUNCIL REPORT

SUBJECT:
Resolution 2863-909 - In Support of LTAF II Funding Application

MEETING DATE:
September 21, 2009

TO: Mayor and Council

FROM: Kristen Taylor, Management Assistant

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the City to submit an application to receive FY2010 Local Transportation Assistance Funds (LTAF II) in the amount of $106,367.98.

BACKGROUND:

The Arizona Statutes, authorize LTAF II funds to provide statewide transit and transportation funding to each city, town and county based upon its percentage of the state's population. In Maricopa County, the Valley Metro/Regional Public Transportation Authority administers these funds. An allocation of $9,200,000 has been made available for distribution for the current fiscal year and the City of Avondale's eligible portion is $106,367.98. The funding requires a 50% match in FY 2010-201. The locally-sourced matching funds ratio may not be comprised of federal funds. These funds must be spent within 24 month of the grant's release. The City of Avondale was allocated $62,636.15 in 2004, $129,000 in 2005, $54,742.67 in 2006, $204,750.93 in 2007 and $135,456.84 in 2008. Most recently this funding has been used for transit operations, but has also helped to fund transit centers at Estrella Mountain Community College and other capital costs.

DISCUSSION:

This funding will supplement transit operating funds and assist with the shortfall in Prop 400 funding that was expected to supplement Federal 5307operating funds. While LTAF II funding is not assured funding, it is advisable to apply for these funds, when they are made available.

BUDGETARY IMPACT:

Matching funds will be required in the FY 2010-11 budget. LTAF I funds can be used for the required match. The City typically budgets a annual General Fund transfer to the Transit Fund to cover the match requirements.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing the City to submit an application to receive 2010 Local Transportation Assistance Funds (LTAF II) in the amount of $106,367.98

ATTACHMENTS:

Click to download

- Resolution 2863-909

RESOLUTION NO. 2863-909

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING SUBMITTAL OF AN APPLICATION FOR FUNDING FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION LOCAL TRANSPORTATION ASSISTANCE FUND II.

WHEREAS, the Arizona Department of Transportation ("ADOT") is seeking proposals from local agencies for transit projects relating to all aspects of transit services; and

WHEREAS, the Arizona State Legislature has authorized an allocation of Local Transportation Assistance Funds II ("LTAF II") funds to the City of Avondale (the "City") to fund transit activities; and

WHEREAS, the Council of the City of Avondale desires to submit an application for the LTAF II funds for transit projects and amenities in the City (the "Application").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. The submittal of the Application to ADOT for $106,367.98 in LTAF II funds is hereby authorized. If such LTAF II Funds are received, the expenditure of such funds is hereby authorized for the purposes set forth in the Application.

SECTION 3. The expenditure of $106,367.98 in matching funds is hereby authorized and officially designated to be used in conjunction with the LTAF II funds.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Application.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the acceptance of any LTAF II funds awarded and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, September 21, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2864-909 - Regional Wireless Cooperative Amended IGA

MEETING DATE:
September 21, 2009

TO: Mayor and Council

FROM: Paul Adams, Fire Chief (623)333-6100

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and City Council adopt a Resolution approving an amended Intergovernmental Agreement relating to Avondale's participation in the Regional Wireless Cooperative.

BACKGROUND:

On April 6, 2009 the City Council approved an Intergovernmental Agreement which allowed the City of Avondale to participate in the Regional Wireless Cooperative ((RWC). The RWC is a consortium of jurisdictions which has come together to form a governing board which is responsible for the development, implementation and management of an 800 MHz communications system to be used by fire, police and general government entities within each of the jurisdictions. Assistant City Manager David Fitzhugh serves as Avondale's representative on the RWC Board.

DISCUSSION:

After the original IGA was approved a concern was raised by the City of Scottsdale regarding the manner in which asset ownership (equipment, radio frequencies, etc.) was to be handled. There was also discussion concerning the organizational structure of the RWC Board, particularly as it related to the Executive Director's position.

The RWC Board identified a subcommittee to address these issues which, in turn, submitted proposed language to modify the IGA which would address the stated concerns. The RWC Board unanimously approved the proposed language changes at their June meeting. The amended IGA is now being submitted to all participating jurisdictions for their approval.

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a Resolution approving an amended Intergovernmental Agreement relating to Avondale's participation in the Regional Wireless Cooperative.

ATTACHMENTS:

Click to download

- Resolution 2864-909

RESOLUTION NO. 2864-909

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT RELATING TO THE CITY'S PARTICIPATION IN THE REGIONAL WIRELESS COOPERATIVE NETWORK.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the amended and restated intergovernmental agreement relating to the City of Avondale's participation in the Regional Wireless Cooperative Network (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, September 21, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2864-909

[Intergovernmental Agreement]

See following pages.

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE THE REGIONAL WIRELESS COOPERATIVE NETWORK

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AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE THE REGIONAL WIRELESS COOPERATIVE NETWORK

This Amended and Restated Intergovernmental Agreement (this "Agreement") is entered into by and between the signatories below for the purpose of establishing the Regional Wireless Cooperative ("RWC"). Unless specifically defined in the main body of this Agreement, all capitalized terms used herein shall have the meanings set forth in the Regional Wireless Cooperative Governance Document attached hereto as Exhibit A.

Recitals

Whereas, by May 22, 2009, the following fourteen (14) entities were signatories to the original IGA and Exhibit A ("Initial Parties"): City of Avondale, City of Chandler, Daisy Mountain Fire District, City of El Mirage, City of Goodyear, Town of Guadalupe, City of Maricopa, City of Peoria, City of Phoenix, Sun City Fire District, Sun City West Fire District, Sun Lakes Fire District, City of Surprise, and the City of Tempe; and

Whereas such Initial Parties became Members of the RWC; and

Whereas each Member had appointed their respective representatives to the RWC Board of Directors; and

Whereas the RWC Board of Directors, at its May 22, 2009 meeting unanimously approved amending and restating the original IGA and Exhibit A, dated October 1, 2008, to permit personal property ownership, including ownership of frequencies, where required by a Member or potential Member for purposes of obtaining adequate financing in order to join the RWC or remain a Member thereof; and

Whereas, the RWC Board of Directors, at its June 26, 2009 meeting approved the amendments to the original IGA and Exhibit A;

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

1. Parties. The Parties (individually, a "Party") to this Agreement consist of all of the signatories to this Agreement. Parties to this Agreement shall automatically become Members of the RWC, as detailed in Exhibit A.

2. Agreement.

2.1. The Parties enter into this Agreement for the purpose of:

2.1.1. Using their best efforts, through cooperation and pooling of common resources, for the mutual benefit of all Parties to use, own, operate, maintain and improve a regional radio communications network.

2.1.2. Planning, designing, constructing, operating, maintaining and financing the Regional Wireless Cooperative Network.
2.1.3. Providing regional communications operability and interoperability.
2.1.4. Providing regional communications cost effectively and using economies of scale.
2.1.5. Providing communications interoperability with other jurisdictions that are not a Party to this Agreement, for the benefit of all Parties.

2.2. The Parties are authorized to enter into this Agreement by the joint exercise of powers provisions of Title 11, Chapter 7, Article 3 (§§ 11-951 et seq.), Arizona Revised Statutes and the authorization of their legislative or other governing bodies.

2.3. The Parties agree to form the Regional Wireless Cooperative, an unincorporated association of the Parties, to jointly and cooperatively exercise their powers to achieve the purposes specified in paragraph 2.1.

2.4. The rules and policies governing the regulation and management of the Regional Wireless Cooperative's internal affairs are set forth in a governance document, which is attached to this Agreement as Exhibit A and incorporated herein by this reference. Certain terms that are defined in Exhibit A are used in this Agreement. Those terms shall have the same meaning in this Agreement as such terms are defined in Exhibit A.

2.5. It is the intention of the Parties that Exhibit A be enforceable to the same extent as this Agreement. Exhibit A shall be subject to amendment as provided herein and shall be valid for the duration of this Agreement. Exhibit A is approved by all Initial Parties and shall be binding upon any Parties that are admitted after the Initial Parties. No additional Parties shall be admitted to the Regional Wireless Cooperative without first agreeing to be as bound by Exhibit A as are the Initial Parties.

2.6. It is the intention of the Parties that the RWC shall have the right to use, manage, upgrade, change, and configure the Network as a whole, regardless of individual or joint ownership of assets and frequencies.

3. Term and Duration of Agreement; Dissolution.

3.1. This Agreement shall be binding upon each signing Party, and among and against all signing Parties as of the date on which the Agreement has been executed by each such Party, so long as such Party has complied with the requirements of A.R.S. § 11-952, which includes appropriate action by the legislative or other governing body of the Party for the approval of the Agreement, determination by the Party's attorney that the Agreement is within the powers and authority of the Party, and the proper filing of the Agreement. In order for this Agreement to have legal effect, at least two (2) Parties must sign it. The "Effective Date" of this Agreement is October 22, 2008. The initial term of this Agreement shall begin on that date and end on October 31, 2018; thereafter, the Agreement will automatically renew for terms of ten (10) years. Notwithstanding the foregoing, this Agreement shall automatically

terminate upon dissolution of the Regional Wireless Cooperative.

3.2. The Parties do not anticipate that the Regional Wireless Cooperative will be dissolved until it is no longer desirable and feasible for the Regional Wireless Cooperative to operate the Network or the Network is transferred to another governmental or non-profit entity.

3.3. If the Parties dissolve the Regional Wireless Cooperative other than by transferring the Network to a governmental or non-profit entity, the assets of the Regional Wireless Cooperative shall be returned to the Members in proportion to their contributions to the Regional Wireless Cooperative as determined in section 4.3 of Exhibit A. In the event of dissolution, real property that is owned separately by a Member, regardless of whether it is situated within a Member's boundaries or installed at a Member-owned communications facility shall be returned to such Member and credited to the Member's share of the assets to be returned. Real property purchased or owned separately by a Member shall remain the sole and separate property of that Member and shall not become the property of the Regional Wireless Cooperative. Real property that was purchased by the Regional Wireless Cooperative is owned by the Members of the Regional Wireless Cooperative in proportion to their financial contributions to such purchase, regardless of whose name title is in.

3.4. Radio frequencies shall be dealt with in accordance with FCC licensing regulations. Each Member must ensure that its individually-owned frequency licenses are kept current.

4. Manner of Financing.

4.1. The cost of planning, designing, constructing, operating and maintaining the Network shall be paid in the manner specified in Exhibit A. An infrastructure replacement and enhancement program and an annual operating and maintenance budget shall be established and maintained as provided in Exhibit A. The costs paid by the Parties are expected to be the total costs for planning, designing, constructing, operating and maintaining the Network, less amounts, including grants and gifts, received from federal, state, regional or other funding sources.

4.2. Each Party agrees to timely pay its share of the cost of planning, designing, constructing, operating and maintaining the Network as specified in Exhibit A. Each Party shall render its amounts payable to the Regional Wireless Cooperative no later than forty-five (45) days from the invoice date. The Regional Wireless Cooperative may collect interest at the rate of one percent (1%) per month for payments not received forty-five (45) days from the invoice date. The interest collected shall be deposited in the operating and maintenance budget and used to offset the costs of operation and maintenance.

4.3. It will be the responsibility of each Party to this Agreement to take the appropriate steps in conformity with state or local laws to ensure that it appropriates sufficient funds to cover the obligations it assumes under this Agreement. Each Party recognizes that the performance by the Parties under this Agreement may be dependent upon the appropriation of funds by that Party. Should any Party fail to appropriate the necessary funds, that Party

may withdraw from this Agreement on the last day of the fiscal period for which funds are legally available, notwithstanding Section 6. Each Party agrees to give notice to the other Parties as soon as reasonably possible after the unavailability of funds comes to the Party's attention.

4.4. Each Party understands and acknowledges that claims and lawsuits may be filed for damages resulting from acts or omissions in connection with planning, designing, constructing, operating, maintaining financing, and cooperative ownership of the Network or that other unforeseen costs and expenses may be incurred in connection with the planning, designing, constructing, operating, maintaining, financing, and cooperative ownership of the Network.

The Parties agree that all damages, costs and expenses not specifically provided for in this Agreement, shall be shared by the Parties in proportion to each Party's share of the total weighted votes, in accordance with Section 3.2.1.3.2 of Exhibit A, at the time the claim or lawsuit, whichever first occurs, claim or lawsuit is first served on any Party or the unforeseen costs or expenses were incurred. Notwithstanding the foregoing, each Party shall be solely and separately responsible for its own gross negligence and willful misconduct, without joint liability by other Parties. Each Party shall promptly notify the Regional Wireless Cooperative and the Administrative Managing Member upon receipt of a claim or lawsuit relating to the Network. The Administrative Managing Member shall take the lead role on behalf of the Regional Wireless Cooperative in coordinating the investigation and defense of any claim or lawsuit made in connection with planning, designing, constructing, operating, maintaining or financing the Network. Nothing in this section shall preclude any Party, at its expense, from providing its own legal counsel in connection with any claim or lawsuit made in connection with planning, designing, constructing, operating, maintaining or financing the Network. Claims and lawsuits include any claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage.

With regard to claims or lawsuits arising out of the ownership or maintenance of a Party's owned or leased real property, such Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Parties (as "Indemnitees") from and against any and all Claims and Lawsuits, but only to the extent that such Claims and Lawsuits which result in vicarious/derivative liability to the Indemnitees are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The Board and Administrative Managing Member shall not be liable for any loss or claim arising out of, based upon or attributable to any other Party's failure or omission in effecting or maintaining adequate insurance on such Party's owned or leased property.

4.5. The Regional Wireless Cooperative with the approval of its Board of Directors may apply for such federal, state or other grants as are made available for the planning, designing, constructing, operating, maintaining and financing the Network. The Executive Director or a Network Managing Member may submit the grant application on behalf of the Regional Wireless Cooperative in accordance with applicable laws, rules, regulations and procedures.

The grant agreement to be entered into by the Regional Wireless Network and the Grantor shall be incorporated and made a part of this Agreement, and each Party agrees to be bound by the terms and conditions of the grant and to comply with and enforce the grant provisions within the limits of its jurisdiction. Any grant funds received will be used to reduce the cost of the project for which a grant application was submitted. The application for or the award of a grant shall not relieve a Party of its obligation to pay costs billed by the Regional Wireless Cooperative as provided in this Agreement. The Regional Wireless Cooperative shall credit grant funds to the Parties, in proportion to the amount of funding each Party contributes towards the grant project, as the grant funds are received.

4.6. Any Party that intends to individually submit a grant application that may benefit the Regional Wireless Cooperative or the Network shall first submit its proposal and grant application to the Regional Wireless Cooperative for its recommendation. With approval of the Board of Directors, the Party may submit its application to obtain the grant funding. Acceptance and use of any grant funds so obtained for the Regional Wireless Cooperative and the Network is subject to the discretion and use of the Board of Directors. A Party who applies for, is awarded, and accepts grant funds under this paragraph 4.6 is individually responsible for meeting all terms, conditions and obligations of the grant. The Regional Wireless Cooperative shall credit any grant funds received pursuant to this paragraph 4.6 to all Parties, in proportion to the amount of funding each Party contributes towards the grant project as the grant funds are received.

4.7. The Regional Wireless Cooperative's Board of Directors shall use the Administrative Managing Member's procurement procedures and insurance procurement procedures.

4.8. Risk Management. The Regional Wireless Cooperative's Board of Directors shall consult with the Administrative Managing Member to determine the insurance coverage appropriate to protect the Parties from risks concerning the Regional Wireless Cooperative and the Network. The Board of Directors shall direct the Administrative Managing Member to obtain such insurance on behalf of the Regional Wireless Cooperative. In deciding what insurance coverage and indemnities are appropriate, the Board of Directors may elect to self-insure for all or a portion of the risks, or if feasible and with the agreement of the Administrative Managing Member, to place the cooperative and network under the Administrative Managing Member's insurance/self-insurance program. The cost of any insurance and/or self-insurance provided under this section shall be shared by the Parties in accordance with sections 4.2.1 and 4.2.2 of Exhibit A. For the sole purpose of placing coverage for the RWC and Network under the Administrative Managing Member's insurance/self-insurance program, if so directed by the Board of Directors, the Administrative Managing Member agrees to indemnify and defend the RWC and Network for the shared liabilities and costs set forth in Section 4.4 herein, subject to the exceptions set forth in Section 4.4.

4.9. The Parties understand and acknowledge that certain Network equipment, hardware, software and other personal property that is held jointly and owned in common by the Parties will become in time unfit or unnecessary for use by the Regional Wireless Cooperative. To

provide for the disposal of such surplus Network personal property during the term of this Agreement, each Party agrees to obtain from its legislative or other governing body by ordinance, resolution or other applicable legal action, as necessary, appropriate authorization enabling the Regional Wireless Cooperative to dispose of or sell by public auction, sealed bids, or negotiation any and all surplus Network personal property.

5. Obligations as Members. Each Party to this Agreement shall be a Member of the Regional Wireless Cooperative and shall comply with and be subject to the obligations of Members as set forth in Exhibit A, including the obligation to contribute to the cost of the Network. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.

6. Voluntary Termination or Withdrawal as Members. Any Member may voluntarily terminate its participation in the Regional Wireless Cooperative by providing twenty-four (24) months' prior written notice to the other Members. The Regional Wireless Cooperative Board of Directors will work with the withdrawing Member and remaining Members to determine cost and operational impacts of the withdrawal. Subject to the conditions below, the withdrawing Member retains rights to real property, personal property and frequencies as defined by the Agreement and as allowable by State and Federal law and/or regulation. Members voluntarily terminating their participation in the Regional Wireless Cooperative must comply with the following:

A. Transfer or relinquish to the Regional Wireless Cooperative any unexpended infrastructure replacement and expansion program funds and operating and maintenance funds.

B. Pay all fees and charges owed to the Regional Wireless Cooperative through the effective date of termination.

C. Agree to any additional or alternative terms and conditions reasonably related to essential Network operations as mutually determined by the Members, including terms relating to the continuing use of radio frequencies, real property, and personal property.

D. Agree to pay for all costs to effect the withdrawal of the Member including costs to reconfigure the Network for the remaining Members.

7. Additional Parties. Other cities, towns, counties, and Indian communities and other public agencies, as that term is defined by A.R.S. § 11-951, shall become additional Parties to this Agreement and shall be bound by the terms of this Agreement at such times as those public agencies are admitted as Members of the Regional Wireless Cooperative.

8. Failure to Pay Financial Obligation.

8.1. If a Party is relieved from payment of its financial obligation to the Regional Wireless Cooperative as a matter of law, then the Regional Wireless Cooperative may suspend the

Party's right to vote and participate in the affairs of the Regional Wireless Cooperative until such time as the Party has paid the difference between the Party's share of the costs and the amount the Party has paid for such costs.

8.2. Except as provided in paragraph 8.1, if a Party fails to pay a financial obligation within forty-five (45) days of the invoice date and then, upon notice by the Administrative Managing Member of the deficiency, fails to cure the non-payment within forty-five (45) days of the date of the deficiency notice, the Regional Wireless Cooperative shall suspend the Party's right to vote and participate in the affairs of the Regional Wireless Cooperative until such time as the Party has paid the difference between the Party's share of the costs and the amount the Party has paid for the costs.

9. Open Meeting Law. The Regional Wireless Cooperative, including the Board of Directors and the Executive Committee shall comply with A.R.S. §§ 38-431, et seq. (Arizona Open Meeting Law) in conducting meetings to the extent the Law is applicable.

10. Records;Confidentiality.

10.1. The Regional Wireless Cooperative shall comply with A.R.S. §§ 39-121 et seq. (Arizona Public Records Law) in maintaining and providing access to the records of the Regional Wireless Cooperative.

10.2. The Regional Wireless Cooperative shall make its financial records regarding the planning, designing, constructing, operating, maintaining and financing the Network available to any official or agent of a Party to this Agreement. Such request for inspection shall not be made more frequently than once a month.

10.3. Each Party to this Agreement agrees to make available to the Regional Wireless Cooperative its financial records related to planning, designing, constructing, operating, maintaining and financing the Network. Such request for inspection shall not be made more frequently than once a month.

10.4. To the extent permitted by law, the Parties shall treat Network information as proprietary and confidential. Network information includes, but is not limited to, technical data, engineering details, construction documents, equipment lists, programming configurations, and operational procedures. Any Party who receives a request for information or a public records request concerning the Network shall initially and immediately notify the Executive Director of such request before following any customary internal practices or procedures with regard to such request.

11. Conflict of Interest. The Parties understand and acknowledge that this Agreement may be subject to cancellation under A.R.S. § 38-511 (Arizona's public employee conflict of interest law) in the event there is a conflict of interest of the type specified in A.R.S. § 38-511 by persons significantly involved in initiating, negotiating, securing, drafting or creating this Agreement.

12. Compliance with Applicable Laws. Each Party shall comply with all applicable laws, statutes, ordinances, executive orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referred to in this Agreement.

13. Cooperation.

13.1. The Parties agree to make, sign and deliver all documents and to perform all acts that are necessary to fully carry out the terms of this Agreement. Each of the Parties shall fully cooperate with and assist one another in obtaining all licenses, permits, authorizations, approvals and consents required in or related to the performance of this Agreement. This obligation includes performing an act that is not specifically referred to in this Agreement, so long as the obligation to perform such act is reasonably implied by the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted to require the Regional Wireless Cooperative to be responsible for dispatching or otherwise causing its Members to respond to an event within another Member's jurisdiction.

13.2. In the event any legal proceeding is instituted challenging the authority and power of any of the Parties to execute this Agreement or to perform its terms and conditions, the Parties shall, in good faith, jointly and cooperatively defend the validity of this Agreement.

13.3. The Parties may elect and shall have the right to seek specific performance, where feasible and practicable, by any Party of any or all of the obligations (except payment obligations) set forth in this Agreement. The Parties agree that, in accordance with Section 18.3 herein, specific performance may be sought by way of special action filed in superior court seeking an injunction ordering the Party to perform its obligations under this Agreement. The Parties agree not to raise as a defense the position that there is an "adequate remedy at law." The Parties hereby stipulate and consent to the jurisdiction of the superior court in any such special action.

14. Amendment.

14.1. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the Parties.

14.2. This Agreement, including Exhibit A, may be amended by one of the following two procedures:

14.2.1. RWC-Legislative Procedure. A proposed amendment to this Agreement, including Exhibit A, shall be submitted for approval to the Regional Wireless Cooperative's Board of Directors. Upon approval of the Board of Directors, each Party shall take appropriate steps in conformity with state and local law to authorize and approve the proposed amendment.

14.2.2. Formal Addendum Procedure. A proposed amendment to this Agreement, including Exhibit A, shall be presented to each Party in the form of an addendum, and, if approved by the Board of Directors, each Party will take appropriate steps in conformity with state and local law to authorize and approve the amendment.

14.3. Each Party shall file a copy of the appropriate resolution, ordinance or other recorded action by which its legislative or governing body approved the amendment with the Executive Director of the Regional Wireless Cooperative.

15. Existing and Future Agreements.

15.1. The Parties agree that the provisions of this Agreement shall be incorporated in any existing or future subcontracts between the Parties and any other person, political subdivision or public agency that contracts with the Parties to make use of the Network.

15.2. The Parties agree that they will not enter into subcontracts for the use of the Network without the prior approval of the Board of Directors, which shall have the authority to review the subcontracts for conformity with the rights and obligations set forth in this Agreement.

15.3. The Parties agree that this Agreement is a modification of all existing agreements between the Parties in regard to the Network. In the event of any conflict, inconsistency, or incongruity between the provisions of this Agreement and any of the provisions of any previous agreement between the Parties, the provisions of this Agreement shall in all respects govern and control.

15.4. Nothing in this Agreement shall be construed or interpreted:

15.4.1. To supersede prior existing mutual aid agreements or radio support agreements between or among the Parties.

15.4.2. To prohibit a Party from entering into separate agreements after the Effective Date of this Agreement concerning real estate, buildings and structures, and towers that the Party owns, leases, or licenses and that the Party authorizes and allows the Regional Wireless Cooperative to use as part of the Network, provided the separate agreements are consistent with this Agreement and compatible with the Regional Wireless Cooperative's use of the property for the Network.

15.4.3. To supersede prior existing agreements concerning real estate, buildings and structures, and towers that the Party owns, leases, or licenses and that the Party authorizes and allows the Regional Wireless Cooperative to use as part of the Network.

15.5. This Agreement is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit or interest in this Agreement. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this

Agreement or of any duty, obligation, or undertaking established under this Agreement.

16. Notices.

16.1. Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing unless otherwise specified herein and deposited in the U.S. mail, postage prepaid, registered or certified mail, return receipt requested.

16.2. Notice shall be deemed received five (5) days after the Notice is deposited in the U.S. mail as provided above. Any time period stated in a Notice shall be computed from the time the Notice is deemed received.

16.3. Any Party may change its mailing address or the person to receive Notice by notifying the other Parties as provided in this section. Routine notices shall be sent as provided in this Agreement.

17. Default And Cure.

17.1. Each Party agrees that it will perform all duties and obligations agreed to be performed by it under the terms and conditions of this Agreement, and that the unexcused failure of the Party to perform its duties and obligations shall constitute a default under this Agreement. In the event of a payment default by a Party, the Executive Director shall give written notice of the default, specifying the existence and the nature of the default. The defaulting Party shall have ten (10) days to remedy the default by making due payment. In the event of any performance default by a Party, the Executive Director shall give written notice of the default, specifying the existence and the nature of the default. The defaulting Party shall have thirty (30) days to remedy the default by rendering the necessary performance. In the event that the defaulting Party disputes an asserted default, the Party shall perform the disputed obligation, including making payment, but may do so under protest. The protest shall be in writing, and shall precede the performance of the disputed obligation, and shall specify the reasons upon which the protest is based. After performance of the disputed obligation under protest, the Party disputing the asserted default shall have the right to submit the dispute to the Regional Wireless Cooperative's Board of Directors for a recommendation on a non-binding resolution under paragraph 18.

17.2. Notwithstanding the provisions of paragraph 17.1, in the event a Party disputes an amount billed, it shall do so in writing to the Executive Director within forty-five (45) days after the invoice date. The Party shall pay the disputed amount, but may do so under protest. The protest shall be in writing, and shall accompany the disputed payment if not previously paid and shall specify the reason upon which the protest is based. After the protest has been filed and the disputed amount has been paid, the dispute shall be handled in accordance with the dispute resolution process specified in paragraph 18. Payments not made under protest shall be deemed to be correct. If a protest is not filed within forty-five (45) days of the invoice date, the Party waives its right to file a protest.

17.3. If a Party fails to cure a default within the time frames specified in 17.1, that Party will no longer be in "Good Standing," as defined in Exhibit A, and shall lose voting privileges as specified in paragraph 3.2.1.3 of Exhibit A. If the Party is still in default after six (6) consecutive months, the Board of Directors has the right to define additional cures up to and including expulsion from the RWC.

18. Alternative Dispute Resolution.

18.1. If any dispute, complaint or controversy, including a protest made pursuant to paragraph 17.1 or 17.2, ("dispute") arises between or among the Parties under this Agreement, the Parties agree that the dispute shall be brought to the Regional Wireless Cooperative's Board of Directors for non-binding dispute resolution. The Board of Directors shall establish appropriate and prompt procedures to govern the processing of complaints and the internal dispute resolution process. If a Party disagrees with the Board of Directors' recommendation, the Party may pursue the remedies otherwise provided for in this Agreement or provided at law.

18.2. The Parties agree that notwithstanding the existence of a dispute between or among the Parties, insofar as is possible under the terms of this Agreement, each Party shall continue to perform the obligations that are required of it and that are not related to the dispute. The Parties agree that at any point in the internal dispute resolution process, the Board of Directors may adopt and impose an interim emergency remedy to ensure the continuation of essential communication services until the dispute is resolved.

18.3. This Agreement shall not be construed or interpreted to prohibit a Party from seeking injunctive relief for the preservation of real property.

18.4. In the event a dispute is not resolved pursuant to paragraph 18.1, the Parties agree to use arbitration to the extent required under A.R.S. § 12-133 and A.R.S. § 12-1518.

19. Waiver. The waiver by any Party of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Agreement.

20. Performance and Uncontrollable Events.

20.1. All terms and conditions that are to be performed by the Parties or any of the Parties shall be performed at the sole expense of the Party so obligated, and if any other Party pays any sum of money or does any act that requires the payment of money by reason of the failure, neglect or refusal of the obligated Party to perform such term or condition, the sum of money paid by the other Party shall immediately be payable to the other Party by the Party obligated to perform.

20.2. No Party shall be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure

of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.

20.3. If any Party claims that its failure to perform was due to an uncontrollable event, the Party shall bear the burden of proof that such activity was within the meaning and intent of this section, if such claim is disputed by any Party to this Agreement.

21. Assignment and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No assignment shall be allowed without the prior written consent of the Board of Directors.

22. Entire Agreement. This Agreement, including Exhibit A, contains the entire agreement and understanding among the Parties regarding the formation, governance and operations of the Regional Wireless Cooperative, and supersedes and replaces all related prior negotiations, agreements and proposed agreements, written or oral regarding its contents and purpose, subject to the exceptions noted in Section 15.4. Each Party acknowledges that no other Party, nor any agent or attorney of any Party, has made any promise, representation, or warranty whatsoever, expressed or implied, not contained in this Agreement and acknowledges that this Agreement has not been executed in reliance on any promise, representation or warranty not contained in this Agreement. This Agreement shall not be amended, modified or supplemented at any time unless in writing.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision therefore shall be instituted only in the courts of Maricopa County, Arizona.

24. Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the Parties to obtain the practical benefits of the Network. If any law or court of competent jurisdiction prohibits or excuses any Party from undertaking any contractual commitment to perform any act under this Agreement, this Agreement shall remain in full force and effect, but the provisions requiring such action shall be deemed to permit the Party to take such action at its discretion, if such a construction is permitted by law. This section shall not limit the discretion of the Parties to suspend a Party's right to vote and participate in the affairs of the Regional Wireless Cooperative as provided in section 8, entitled Failure To Pay Financial Obligation.

25. Headings. Section headings are inserted in this Agreement solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this Agreement.

26. Counterparts. This Agreement, which includes Exhibit A, "Regional Wireless Cooperative Governance Document," may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in multiple counterparts by their duly authorized officers.

For _____
City/Town/Agency Name

Date _____

By _____
(Signature)

_____
Printed Name and Title

ATTEST:

_____
(Signature)

_____
Printed Name and Title

APPROVED AS TO FORM and within the powers and authority granted under the laws of Arizona.

_____
(Signature)

_____
Printed Name and Title

EXHIBIT A
REGIONAL WIRELESS COOPERATIVE
GOVERNANCE DOCUMENT

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EXHIBIT A
REGIONAL WIRELESS COOPERATIVE
GOVERNANCE DOCUMENT

1. DEFINITIONS

In this agreement, unless the context otherwise requires, the following terms mean:

Term	Definition
Administrative Managing Member	**The Managing Member responsible for the administration and financial management of the RWC.**
Alternate Representative	**A person designated by a Member to serve as an alternate for a Member's Representative and to have the authority specified in this Agreement.**
Annual Membership Fee	**Fee paid by all Members to cover the cost of RWC Administrative Services, Network Operations and Maintenance Services, and Network Infrastructure Replacement and Enhancement Projects.**
Assets	**RWC Assets are as defined in Section 5.**
Associate	**A non-Member entity that is authorized by the Board of Directors to use the Network to support an existing Member.**
Board of Directors	**The ruling body of the RWC that is comprised of one representative from each Member.**
Capital Investment in the RWC	**The amount paid for capital additions, upgrades or replacements for the RWC including real estate, real property and other property jointly purchased by the RWC. It does not include amounts related to real estate, real property and other property, as defined in Section 5 of this Agreement that will continue to be owned by individual Members. It also does not include fees paid by Members that are a Member's share of the operating costs.**
Conditional Participant	**A non-Member entity authorized by the Board of Directors to temporarily use the Network for special events, tactical situations or emergency circumstances.**
Executive Committee	**The RWC committee responsible for evaluating all RWC proposals and recommendations prior to submission to the Board of Directors.**
Executive Director	**The chief administrative officer responsible for coordination of RWC and Network activities.**
Fiscal Year	**The twelve (12) month accounting period for budgeting and expenditure reporting that commences on the first day of July and ends on the thirtieth day of June.**

Good Standing	**A Member who attends at least one Board meeting per twelve (12) month period, is current in all fees owed to the RWC, and whose vote is not suspended because the Party is relieved from payment as a matter of law.**
Impact Assessment	**The evaluation method used to identify the Network modifications and capital investment needed to add a new Member or change how an existing Member uses the Network.**
Infrastructure Replacement and Enhancement Fund	**The fund of monies set aside from the Annual Membership Fee to fund capital replacements, enhancements, and construction of the Network.**
Interoperability	**An essential communication link within Public Safety and Public Service wireless communications systems which permits units from two or more different agencies to interact with one another and to exchange information according to a prescribed method in order to achieve predictable results, as defined by the Public Safety Wireless Advisory Committee in a 1996 report to the FCC and NTIA.**
Interoperability Participant	**A non-Member entity authorized by the Board of Directors to use the Network for the purpose of participating in intermittent interoperable situations or circumstances.**
Maintenance Manager	**A Member or vendor responsible for providing maintenance for some portion of the Network.**
Member	**Any entity that executes and becomes a party to the Intergovernmental Agreement to plan, design, construct, operate, maintain, and finance the RWC Network.**
Member's Equity	**The Member's Equity Percentage of the Net Value of the RWC.**
Member's Equity Percentage	**A Member's Capital Investment in the RWC expressed as a percentage of the total Capital Investment in the RWC.**
Net Value of the RWC	**The total assets, minus liabilities of the RWC as reported in the RWC financial statements.**

EXHIBIT A
REGIONAL WIRELESS COOPERATIVE
GOVERNANCE DOCUMENT

Network	The Public Safety and Public Service communications system that is planned, designed, constructed, operated, maintained, and financed by the RWC, including all real estate, real property and personal property that is purchased or licensed by the RWC or owned or licensed by a Member, and the radio system originally built by the City of Phoenix known as PRWN.
Network Infrastructure Replacement and Enhancement Projects	Projects approved by the Board of Directors to replace, expand, or enhance the Network infrastructure funded through the Annual Membership Fee.
Network Managing Member	The Member or Members who are responsible for the day to day operations of the Network.
Network Maintenance Services	Services provided to the RWC by a Maintenance Manager to ensure physical operation of all or some portion of the Network.
Network Operations Services	Services provided to the RWC by a Network Managing Member to ensure optimal operation of the Network.
Numerical Vote	A vote by Members of the Board of Directors voting on the basis of one vote per Member.
Operations Working Group	A staff working group consisting of representatives of the Members that is assembled by the Executive Director to address Network operational issues.
Parties	All signatories to the Intergovernmental Agreement (IGA) creating the RWC collectively.
Party	Any individual signatory to the IGA creating the RWC.
PRWN	The portion of the combined Network built by the City of Phoenix and known as the Phoenix Regional Wireless Network.
Public Safety	All federal, state, local, and Indian community law enforcement, fire service, emergency management and disaster preparedness agencies.
Public Service	All public works, transportation, and other agencies whose primary responsibility is providing residents with services other than Public Safety services.

Regional Wireless Cooperative	**The unincorporated association that was formed by the Parties to jointly and cooperatively plan, design, construct, operate, maintain, and finance the Network.**
Representative	**The person designated by a Member to act on behalf of the Member on all matters concerning the RWC.**
RWC Administrative Services	**Services provided to the RWC by the Administrative Managing Member and the Executive Director in the areas of organizational management, accounting and budget, procurement and contracting, legal and all other duties as assigned by the Board of Directors.**
Special Assessment	**Fee assessed by the Board of Directors to pay the cost of unplanned projects such as disaster recovery, the use of the Network by an Interoperability or Conditional Participant, or system changes or expansions not previously included in the budget. Special Assessments may be charged proportionately or individually and need not be equal among Members.**
Subscriber Unit	**A voice or data unit in use on the Network (e.g., operating portable, mobile, control station or console). Subscriber Unit shall include a cache radio and a spare radio that has been assigned a valid system ID.**
Subscriber Units	**The total number of Subscriber Units in use on the Network.**
Talkgroup	**A defined organizational grouping of radio users who need to communicate with one another.**
Weighted Vote	**A vote by Members of the Board of Directors voting on the basis of weight according to share of total Subscriber Units as more fully described in Section 3.2.1.3.2.**

2. MANAGING MEMBERS

The City of Phoenix ("Phoenix") shall serve as the Maintenance Manager and Network Managing Member responsible for the day-to-day operations and maintenance of the Network. Phoenix shall also serve as the Administrative Managing Member responsible for the day-to-day management of the RWC organization and finances. The RWC may change and/or designate additional Maintenance Managers to maintain specific portions of the Network as appropriate. The RWC may change and/or designate additional Network Managing Members as the Network architecture changes to include specialized components such as county, state or federal sub-systems. Maintenance Managers and Administrative and Network Managing Members will be

reimbursed by the RWC Membership for all costs incurred as a result of performing their respective responsibilities. Management of construction projects and infrastructure added subsequent to this Agreement shall be determined by the Board of Directors.

2.1. Network Managing Member

A Network Managing Member shall have the following duties:

2.1.1. Manage and allocate Subscriber Unit identifications and priorities.

2.1.2. Manage and allocate Talkgroup identifications and priorities.

2.1.3. Collect and report statistical data of Network utilization.

2.1.4. Maintain, optimize, and backup Network databases.

2.1.5. Operate and maintain the Network and perform any necessary inspections.

2.1.6. Identify, track, and resolve Network problems.

2.1.7. Establish and maintain a disaster recovery plan.

2.1.8. Perform frequency management functions for RWC frequencies issued by the FCC.

2.1.9. Implement Board of Directors' policies and procedures.

2.1.10. Provide the support staff necessary to perform Network Managing duties.

2.1.11. Inform the Executive and Operations Working Groups of Network issues.

2.1.12. Perform all other duties as assigned by the Board of Directors.

2.2. Administrative Managing Member

As the Administrative Managing Member, Phoenix shall have the following powers and duties:

2.2.1. Appoint an Executive Director, subject to the approval of the Board of Directors.

2.2.2. Establish and maintain an accounting and budget system.

2.2.3. Collect and disburse monies.

2.2.4. Procure general goods and services and professional services for the RWC.

2.2.5. Contract with other federal, state, and local agencies as required to carry out the purposes of the RWC.

2.2.6. Serve as the contracting authority for the RWC.

2.2.7. Apply for and, if awarded, accept grants and gifts on behalf of the RWC.

2.2.8. Maintain inventory of all assets owned by and/or used on behalf of the RWC.

2.2.9. Provide reports as required by the Board of Directors.

2.2.10. Perform all other duties as assigned by the Board of Directors.

2.3. Maintenance Manager

A Maintenance Manager shall have the following duties:

2.3.1. Maintain that portion of the Network assigned by the Regional Wireless Cooperative.

2.3.2. Comply with all policies and procedures established by the Regional Wireless Cooperative.

2.3.3. Provide reports as required by the Board of Directors.

2.3.4. Support the Administrative Managing Member and Network Managing Members with information required to develop and manage budgets, inventory and maintenance history.

3. RWC STRUCTURE

The RWC structure for use, operations, maintenance and enhancement to the Network is defined as follows:

3.1. Radio Network Membership and Participants

The various categories of Membership shall be as follows:

3.1.1. Members

The RWC Membership shall be composed of the initial Members and any other entity that is admitted in accordance with Section 3.1.5 of this Agreement. Entity means any city, town, county, state, Indian nation, fire district or other separately constituted public entity. A municipal, county or state agency, department, or division does not constitute a separate entity for Membership purposes. A municipal, county or state agency, department, or division shall be represented by its corresponding city, town, county, state, Indian nation, or separate entity. Each city, town, county, state, Indian nation, fire district or separate entity shall constitute one Member of the RWC.

3.1.2. Associates

An entity may become an RWC Associate if the entity: (1) is under contract to a Member that uses the Network to provide public safety or public services and is authorized by the Board of Directors to use the Network to support the contracted activities, or periodically supports public safety services with an existing Member; and (2) is compliant with the conditions as set forth by the Board of Directors. Associates have no RWC voting rights or representation on the Board of Directors or the Executive Committee, but may have a representative on the Operations Working Group. Unless directed otherwise by the Board of Directors, fees or costs and weighted votes connected with an Associate's use of the Network shall be assessed to the Member supported by the Associate.

3.1.3. Interoperability Participants

If authorized, and subject to the conditions imposed by the Board of Directors, an Interoperability Participant may use the Network to support existing Members with intermittent interoperable situations. Interoperability Participants shall have no RWC voting rights or representation on the Board of Directors, Executive Committee or Operations Working Group. Unless directed otherwise by the Board of Directors, no fees and costs or weighted votes will be assessed to Interoperability Participants.

3.1.4. Conditional Participants

A non-Member entity may use the Network on a temporary basis for special events, tactical situations or emergency circumstances in support of an existing Member, if authorized by the Board of Directors. Conditional Participants have no RWC voting rights or representation on the Board of Directors, Executive Committee or Operations Working Group. Unless directed otherwise by the Board of Directors, no fees and costs or weighted votes will be assessed to Conditional Participants. In an emergency the Executive Director may authorize the addition of a Conditional Participant, but continuation of the Conditional Participant must be approved or disapproved by the Board of Directors at their next meeting.

3.1.5. Member Admission

Any entity in the Network service and expansion area, as defined by the Board of Directors, may apply for Membership. An applicant shall be admitted as a Member upon occurrence of all the following events:

- Applicant submits a written request for RWC Membership to the Board of Directors;
- Board of Directors approves applicant's written request;
- Applicant enters into an agreement with the RWC that specifies the fees and costs the applicant shall pay to the RWC pursuant to Section 4 of this Agreement;
- Applicant meets all conditions imposed by the Board of Directors; and
- Applicant executes and becomes a party to this Agreement.

3.1.5.1. Evaluation Factors

The Board of Directors has the sole and absolute discretion to either summarily deny or consider applicants for Membership status. If the Board of Directors elects to consider an application, the RWC will conduct an Impact Assessment to determine costs, risks and benefits to the RWC. The applicant shall pay the cost of the Impact Assessment prior to commencement of the analysis.

After completion of the Impact Assessment, the Executive Director, at the direction of the Operations Working Group, will develop a written recommendation, complete with financial and Network operational impact statements, for Executive Committee review and Board of Directors approval.

The RWC shall evaluate all requests giving the highest priority to maintaining service for public safety. The RWC shall not admit non-public-safety entities if such admittance would compromise the performance of the radio system in addressing public safety. The RWC will evaluate requests for new Membership using the following factors:

- Impact on Network Radio Frequency (RF) coverage;
- Impact on the Network Grade of Service (GOS);
- Interoperability requirements (e.g., extent of wide area roaming for both the existing and new Members);
- Need for additional infrastructure;
- Regulatory constraints;
- Applicant's infrastructure;
- Applicant's user needs assessment;
- Backhaul availability;
- Cost impacts;
- Impact on current operations;
- Roaming impact on existing Members;
- Benefits to the RWC to admit the applicant; and

Additional factors as determined by the RWC.

3.2. RWC Organization

EXHIBIT A
REGIONAL WIRELESS COOPERATIVE
GOVERNANCE DOCUMENT

The RWC organization shall have a Board of Directors, Executive Committee, and an Executive Director. An organization chart of the RWC is attached as Exhibit B.

3.2.1. Board of Directors

The Board of Directors shall set RWC policy, establish funding, approve Membership, and exercise any other authorized powers and duties. The Board of Directors shall act only by formal recorded action.

3.2.1.1.Members

The Board of Directors shall consist of the Representatives of the Members of the Regional Wireless Cooperative.

3.2.1.1.1. Representatives

Each Member is entitled to appoint one person to serve as that Member's Representative and one or more persons to serve as an Alternate Representative. The Member shall rank the Alternate Representatives in the order that they shall serve when the Representative is absent. If the Representative is not present at a meeting, then the Alternate Representative of the Member with the highest rank who is present shall act temporarily in place of the Representative and may exercise all powers of the Representative.

The Member shall notify the Executive Director in writing of the person or persons who serve as that Member's Representative or Alternate Representatives. The appointment is effective when the Executive Director receives the written notice.

The Representative or Alternate Representative(s) shall be vested with the authority to lawfully act on the Member's behalf with respect to the RWC. Each Member shall be bound by the acts of its Representative and/or Alternate Representative(s), and the RWC may rely on the act of a Representative and/or Alternate Representative(s) the same as if such act were done by the Member.

3.2.1.1.2. Removal or Replacement of Representative

A Member may remove or replace its Representative and Alternate Representative at any time by giving written notice to the Executive Director. The removal or replacement of a Representative or Alternate Representative is effective when the Executive Director receives the notice.

3.2.1.2.Meetings

The Board of Directors' shall hold regular meetings monthly, except to the extent that, and for such periods of time as, the Board of Directors shall determine that regular meetings should be held more or less frequently.

3.2.1.2.1. Chair and Vice-Chair

The Board of Directors shall elect one of its Members as the Chair. The Chair shall be the presiding officer of the Board of Directors and shall have a voice and vote in all Board of Directors' proceedings. The Chair shall serve a two-year term. No Member shall serve two consecutive terms as Chair. The Board of Directors shall elect one of its Members as Vice-Chair, who shall execute the duties of the Chair during the absence or disability of the Chair. During the absence or disability of the Chair and Vice-Chair, the Board of Directors shall elect a presiding officer for the meeting.

3.2.1.2.2. Special Meetings

Two or more Members with approval of the Chair may call a special meeting of the Board of Directors upon a minimum of three (3) working days notice to the other Members. In the event of an emergency, a meeting may be scheduled and noticed with less than three (3) working days notice, provided that a Quorum is present and appropriate notice is given.

3.2.1.2.3. Notice and Agenda

The Executive Director shall prepare the notice, agenda, and minutes of Board of Directors' meetings. A Member may add an item to be considered by the Board of Directors to the agenda by timely notifying the Chair and the Executive Director. The Executive Director shall provide the notice and agenda of a Board of Directors' meeting to each Member with at least as much notice as is given to the public.

3.2.1.2.4. Quorum

A quorum is required to conduct business. To constitute a quorum, a majority of all Members must be present.

3.2.1.2.5. Attendance

Upon approval by the Chair, a Member may attend and participate in a meeting by teleconference or video-conference, and such attendance and participation shall have the same effect as if the Member were present in person.

3.2.1.2.6. Rules

The Board of Directors shall establish rules for its proceedings. An item not specifically covered by the rules established by the Board of Directors or by law shall be decided by the presiding officer using the latest standard edition of Robert's Rules of Order.

3.2.1.3.Voting Methodology

It is contemplated that all Members will strive to promote cooperation and the welfare of the Regional Wireless Cooperative by consensus decision making. Each Member attending a meeting of the Board of Directors is required to vote on all legal matters to be decided by the Board of Directors at that meeting. A voluntary abstention, or a vote excused by applicable

federal or state conflict of interest laws shall not be counted as a vote, neither affirmative nor negative. Only Members in Good Standing are allowed to vote.

The voting rights of a Member shall be suspended for non-payment of the Member's financial obligations to the Regional Wireless Cooperative, in accordance with the IGA, Section 8, Failure to Pay Financial Obligation. If a Member's voting rights are suspended, this shall not affect the number of Weighted Votes of the other Members or the number of Weighted Votes required to decide a matter. The Weighted Votes of the Member whose voting rights have been suspended shall not be counted as being voted in favor of or against a matter.

3.2.1.3.1. Numerical Voting

All matters shall be decided by a Numerical Vote, provided that any Member may call for a Weighted Vote at any time before or after the Numerical Vote if the call for the Weighted Vote is made before adjournment of the meeting at which the Numerical Vote is taken. A Numerical Vote shall pass by the affirmative vote of a majority of the Members of the Board of Directors present and voting. In case of a tie in votes on any motion, the motion shall be considered lost. If a Weighted Vote is taken, the Numerical Vote shall have no effect unless it is in accord with the Weighted Vote.

3.2.1.3.2. Weighted Voting

Each Member of the Board of Directors shall have the number of Weighted Votes that are calculated in accordance with the following formula: Weighted Votes = 100 x (Total of Member's Subscriber Units/Total Network Subscriber Units). The number of Weighted Votes of each Member shall be recalculated at the beginning of each quarter or whenever a new Member joins the RWC.

A Weighted Vote shall pass by both the affirmative vote of a majority of the Members of the Board of Directors voting and the affirmative vote of Members representing eighty percent (80%) of the Weighted Votes of the Members voting. If the Weighted Vote does not pass, the original Numerical Vote has no effect. A Weighted Vote shall be taken on a roll call basis.

In the event a Weighted Vote does not pass and the Board of Directors is unable to decide the matter despite further discussion and another vote or votes, any Member may call for mediation to attempt to resolve the matter.

3.2.2. Executive Committee

The purpose of the Executive Committee is to provide high level expertise in communications and operations, advise the Board, help direct the efforts of Executive Director and provide intermediate strategic direction for the RWC. The Executive Committee shall review and approve all proposals and recommendations, budget and financial reports, Network performance reports, and Board of Directors meeting agendas prior to submittal to the Board of Directors. The Executive Committee shall have the authority to return proposals and recommendations back to the originator for review and revision. The Executive Committee shall identify for the

Board of Directors performance issues and recommendations for Network enhancements and construction.

At least one Representative from the Executive Committee shall attend each Board of Directors meeting.

3.2.2.1.Representation

The Executive Committee shall consist of five Representatives appointed by the Board of Directors, plus the Executive Director who will be a non-voting member. Representatives, selected from the RWC Membership, shall consist of: one (1) Police Department executive manager; one (1) Fire Department executive manager; one (1) Municipal executive manager; one (1) Chief Information Officer (or equivalent); and one (1) executive manager from a Network Managing Member. The Executive Committee shall not be comprised of Representatives from only one Member. Every two years the Board of Directors shall review the Executive Committee representation.

3.2.2.1.1. Chair

The Executive Committee shall elect one of its Representatives as Chair. The Chair shall be the presiding officer of the Executive Committee and shall serve a two-year term. The Chair shall not serve two consecutive terms.

The Executive Committee shall elect one of its Representatives as Vice-Chair. The Vice-Chair shall execute the duties of the Chair during the absence or disability of the Chair.

During the absence or disability of the Chair and Vice-Chair, the Executive Committee shall elect a presiding officer for the meeting.

3.2.2.2. Meetings

The Executive Committee will conduct regularly scheduled meetings. These meetings shall be held at least once monthly prior to the Board of Directors' meeting. Two (2) or more Representatives, with the approval of the Chair, may call a special meeting of the Executive Committee upon a minimum of three (3) working days notice to the other Representatives. In the event of an emergency, a meeting may be scheduled and noticed with less than three (3) working days notice, provided that a Quorum is present and appropriate notice is given.

3.2.2.2.1. Quorum

To constitute a quorum, there shall be at least three (3) Executive Committee Representatives present.

3.2.2.2.2. Attendance

Subject to approval by the Executive Committee Chair, a Representative may attend and participate in a meeting by teleconference or video conference, and such attendance and participation shall have the same effect as if the Representative were present in person.

3.2.2.3. Voting Methodology

A quorum shall be present to conduct business. A majority vote is required to approve any action taken by the Executive Committee.

3.2.3. Executive Director

The Administrative Managing Member, subject to the approval of the Board of Directors, shall appoint an Executive Director to perform RWC administrative duties. The Executive Director will report to the Board of Directors and serve as a non-voting member of the Executive Committee. The Executive Director shall:

- Maintain contact information for all Board of Directors, Executive Committee, and working group representatives;
- Attend all meetings and coordinate efforts of the Board of Directors, Executive Committee, and Operations Working Group;
- Prepare and maintain meeting notices, agendas and minutes for the Board of Directors and Executive Committee and Operations Working Group;
- Manage the overall administrative organizational structure and staffing of the RWC;
- Assemble working groups, in addition to the Operations Working Group, as necessary to address operational and technical issues;
- Prepare and submit to the Executive Committee and the Board of Directors revenue and expenditure budgets and financial reports that follow standard accounting practices;
- Update fee schedules and provide billing and cost recovery services using standard accounting practices;
- Maintain an inventory of all Network infrastructure and real property used on behalf of the RWC;
- Provide monthly Network performance reports;
- Maintain contact information for all Members and Member agencies of the Network;
- Serve as the custodian of records for the RWC and maintain this Agreement and all other records of the RWC, in accordance with the records retention and disposition schedule of the City of Phoenix;

- Create and annually update a five-year plan for approval by the Executive Committee and the Board of Directors.
- Maintain operating procedures and policies; and
- Perform other duties as directed by the Board of Directors and the Executive Committee.

3.2.4. Operations Working Group

The Operations Working Group shall be responsible for addressing Network operational issues and maintaining Board approved comprehensive policies and procedures for the operation and maintenance of the Network. The Operations Working Group shall review the RWC policies and procedures on an as needed basis, but not less than bi-annually, and shall submit necessary revisions to the Executive Director for Board of Directors' approval.

3.2.4.1. Representation

Each Member may have up to three (3) representatives ("Agency Representatives"), with one (1) Agency Representative each from a Law Enforcement Agency, Fire Services Agency and Municipal Agency. However, each Member may only have an Agency Representative from each agency for which the Member has actual users on the Network. The Agency Representatives will act as liaisons to their respective agencies and are responsible for promptly notifying the Operations Working Group of issues potentially affecting Network operations.

In addition to their respective Agency Representatives, each Network Managing Member will appoint one (1) Network Management and one (1) Maintenance Representative. The Network Management and Maintenance Representatives will provide technical expertise to assist Agency Representatives in making decisions regarding potential actions on the Network.

4. FINANCIAL MANAGEMENT

The Administrative Managing Member, under the direction of the Executive Director, shall be responsible for all financial management responsibilities including, but not limited to, fund management, budget development, rates and fees, Member billing, procurement, financial reporting, and financial audits.

4.1. Budget and Financial Reporting

The Executive Director, in cooperation with the Operations Working Group, shall prepare and present to the Executive Committee, by November of each year, a Preliminary Budget for the subsequent fiscal year, a Five-Year Financial Forecast, and Fund Balance Reports. The Preliminary Budget shall include all operational and maintenance costs, as well as planned capital costs for the upcoming year. The Five-Year Financial Forecast shall include projected revenue, operational and maintenance costs, capital costs, and fund balances for the five (5) years following the Preliminary Budget period. All significant issues and financial assumptions influencing the preparation of these reports shall be detailed and included as a part of the

presentation. After presentation to the Executive Committee, the Preliminary Budget, Five-Year Financial Forecast, Fund Balance Reports, and the presentation of significant issues and financial assumptions shall be forwarded to the Board of Directors for approval. The Board of Directors shall adopt each subsequent fiscal year's final operational and capital budget by December of the prior fiscal year. The budget approved by the Board of Directors shall be the basis for developing the Annual Membership Fees and Rate Schedule. A copy of the adopted budget shall be provided to all Members.

On a quarterly basis, each Member will receive an Activity Statement for its respective subsidiary accounts.

After the end of each fiscal year, the Executive Director shall submit to the Executive Committee and Board of Directors a summary of financial activity, including a comparison of budgeted expenditures to actual expenditures.

4.1.1. Preliminary Budget

The Preliminary Budget shall include all funding sources, operational and maintenance expenses, as well as planned capital costs for the subsequent year.

4.1.2. Five-Year Financial Forecast

The Five-Year Financial Forecast shall include projected revenues, operational and maintenance expenses, and capital costs for five (5) years following the Preliminary Budget. The Five-Year Financial Forecast will be used to prepare future years' annual budgets.

4.1.3. Fund Balance Report

A Fund Balance Report shall be prepared for the RWC Operating Fund in addition to the Infrastructure Replacement and Expansion Fund. A Fund Balance Report shall provide a projection of annual fund balances through the period covered by the Five-Year Financial Forecast and shall include recommendations regarding the adequacy of the fund balance reserve.

4.1.4. Activity Statements

On a quarterly basis, each Member will receive an Activity Statement for its Infrastructure Replacement and Enhancement Subsidiary Account and, if applicable, its Special Revenue Fund Project(s) Subsidiary Account(s).

Quarterly activity statements for subsidiary accounts associated with the Infrastructure Replacement and Enhancement Fund and the RWC Special Revenue Fund will be prepared and forwarded to each Member for review. The statements will indicate dates and amounts of all payments made into the accounts as well as expenditures charged to the accounts. The statements will also indicated the average daily account balance, the interest rate applied, and the resulting interest earnings or expense added to the account balance.

4.1.5. Year-end Expenditure Reporting

Year-end Expenditure Reporting shall include an accounting of the actual cost of the operation, maintenance and replacement of the Network compared to budgeted expenditures and fees assessed to Members.

4.2. Funding

The Members shall fund the RWC through Annual Membership Fees, Special Assessments, and grants, as determined by the Board of Directors.

It will be the responsibility of each Member to take the appropriate steps in conformity with the state and local laws to ensure that it appropriates sufficient funds to cover its obligations assumed under this Agreement. Each Member shall encumber its share of the RWC's current year's planned costs no later than July of each fiscal year. Members will advance funds to Administrative Managing Member on a quarterly basis upon receipt of an invoice. Payment of all invoices is due forty-five (45) days from the invoice date. The Administrative Managing Member will transfer funds for its share of the RWC's quarterly planned costs to the RWC operating fund no later than forty-five (45) days after the invoice date.

A late payment charge will be assessed at the rate of one percent (1%) per month for all payments received late. If the Administrative Managing Member does not transfer its share of the cost to the RWC Operating Fund as provided herein, the Administrative Managing Member shall pay interest at the rate of one percent (1%) per month. Interest collected will be deposited into the RWC Operating Fund and be used to offset operating and maintenance costs.

In the event a Member disputes an amount billed, it shall do so in writing to the Executive Director within forty-five (45) days after the invoice date. The Member shall pay the disputed amount, but may do so under protest. The protest shall be in writing, and shall accompany the disputed payment if not previously paid, and shall specify the reason upon which the protest is based. After the protest has been filed and the disputed amount has been paid, the dispute shall be handled in accordance with the dispute resolution terms and conditions outlined in the IGA, Section 17, Default and Cure, and Section 18, Alternative Dispute Resolution. Payments not made under protest shall be deemed to be correct. If a protest is not filed within forty-five (45) days of the invoice date, the Member waives its right to file a protest.

If a Member withdraws from the Network, that Member shall be responsible for all unpaid fees applicable for time of the Member's Membership.

It shall be the responsibility of each Member to bill and collect from its individual users such user charges and cost recovery charges as are required in the payment of the amounts due under this Agreement.

4.2.1. Annual Membership Fee

Each Member agrees to pay an Annual Membership Fee to cover the cost of RWC Administrative Services including allocated insurance premiums, self-insurance costs, costs of claims and lawsuits, Network Operations and Maintenance Services, and Network Infrastructure

Replacement and Enhancement Projects. The annual amount to be collected shall represent the Board approved operations and maintenance budget for the current fiscal year in addition to the amount approved by the Board for the subsequent year's infrastructure replacement and enhancement projects. The Annual Membership Fee shall be adjusted for any capital funding collected in previous years on behalf of capital projects included in the current fiscal year operating budget. In addition, the Annual Membership Fee shall also include the amount required to maintain the Board approved fund balance reserves in accordance with Section 4.2.1.4.1 and 4.2.1.5.1. Annual Membership Fees shall increase Members' Equity, as established under Section 4.3, only to the extent that funds are deposited in the Infrastructure Replacement and Enhancement Fund.

The cost of purchasing, maintaining and programming Subscriber Units shall be borne solely by the Member owning the Subscriber Units.

Notwithstanding the provisions of this Section 4.2.1 and Section 4.2.1.2, the Board of Directors shall have the discretion to adjust the amount a Member pays as its proportionate share of the Network Operations and Maintenance Services cost if the Board of Directors finds factors or circumstances relating to the provision of operational and maintenance services are such that the formula used to determine the amount the Member pays for Network Operations and Maintenance Services (i.e., an amount proportionate to its Subscriber Units in use on the Network at the time the fee is assessed) results in an unfair or inequitable assessment to that Member or to the other Members.

4.2.1.1. Rate Approval

The Annual Membership Fee rate shall be submitted to the Board of Directors for approval not later than one hundred twenty (120) days prior to the beginning of the fiscal year in which the proposed rates are to be in effect.

4.2.1.2. Payment Basis

The Annual Membership Fee shall be assessed and paid on a quarterly basis. Payments are due to the Administrative Managing Member in the months of July, October, January, and April of each year. The amount each Member shall pay will be proportionate to its Subscriber Units in use on the Network at the time the fee is assessed. Mid-quarter changes in Subscriber Units using the Network will not impact Members' share of costs until the beginning of the next quarter.

4.2.1.3. Interim Adjustments

If at any time during the current fiscal year, the Executive Director reasonably believes the budget used to calculate quarterly fees is grossly inaccurate, the Executive Director may present to the Executive Committee and Board of Directors a new budget. Upon approval by the Board of Directors, the new budget shall be used to recalculate the remaining quarterly fees due in that fiscal year.

If infrastructure replacement and enhancement projects are advanced or delayed, The Administrative Managing Member may propose interim changes to the quarterly Annual Membership Fee billings.

4.2.1.4. RWC Operating Fund

The portion of the Annual Membership Fee assessed and collected to cover the cost of RWC Administrative Services, Network operations and maintenance, and to maintain the minimum RWC Operating Fund balance, shall be deposited in the RWC Operating Fund. Interest or interest expense will be applied monthly to the RWC Operating Fund based on the average daily balance during the month. The interest rate applied will be the rate earned in the Administrative Managing Member's pooled cash account. Interest earned will be used to offset operating expenses.

4.2.1.4.1. Minimum Balance

Members agree to establish and maintain an operating fund balance reserve equal to twelve and one half percent (12.5%) of yearly budgeted total operation and maintenance costs excluding capital replacement fund charges. The fund balance reserve initially will be established semiannually in the first year and maintained annually thereafter. Each Member's obligation to fund the fund balance reserve shall be proportionate to its Subscriber Units in use on the Network at the time the fee is assessed. Midyear changes in Subscriber Units will not impact a Member's share of the fund balance reserve until the beginning of the next fiscal year. The Board of Directors shall approve any increase or decrease to the fund balance reserve.

4.2.1.4.2. Year-end Settlement

After the end of each fiscal year, the Executive Director shall prepare a settlement of the RWC Operating Fund by comparing fees assessed to actual expenditures paid. If the settlement shows for any Member that actual expenditures exceeded fees assessed, the Board of Directors may authorize the Executive Director to bill the applicable Member for an amount sufficient to cover the shortage. If the settlement shows for any Member that expenditures are less than the fees assessed, the unused fees shall be used to reduce the applicable Member's next quarterly Annual Membership Fee payment.

Amounts owed by or to the Administrative Managing Member as a result of the annual year-end settlement will accrue interest based on the earnings rate in Administrative Managing Member's pooled cash account until the appropriate funds are distributed or paid. Amounts owed by or to the Administrative Managing Member as result of the year-end settlement will be distributable within forty-five (45) days of the acceptance of the annual audit report by the Board of Directors.

4.2.1.5. Infrastructure Replacement and Enhancement Fund

The portion of the Annual Membership Fee assessed and collected to cover Board approved infrastructure replacements and enhancements and to maintain the minimum Infrastructure Replacement and Enhancement Fund balance shall be deposited into the Infrastructure

Replacement and Enhancement Fund. Subsidiary records for each Member will be maintained. Interest or interest expense will be applied monthly to each subsidiary account based on the average daily balance during the month. The interest rate applied will be the rate earned in the Administrative Managing Member's pooled cash account.

4.2.1.5.1. Minimum Balance

The Members agree to establish the Infrastructure Replacement and Enhancement Fund balance reserve. Each year, the Board of Directors shall establish the Minimum Balance for the Infrastructure Replacement and Enhancement Fund by September 30th, for the following fiscal year. Each Member's obligation to fund the fund balance reserve shall be proportionate to its Subscriber Units in use on the Network at the time the fee is assessed. The Board of Directors shall approve any increase or decrease to the fund balance reserve.

4.2.1.5.2. Approved Uses

The Infrastructure Replacement and Enhancement Fund shall be used only for infrastructure replacements and enhancements approved by the Board of Directors except in the event of a major failure, disaster or force majeure event that necessitates immediate action to restore the Network to operating condition. In such cases, the Executive Director is authorized to withdraw funds. Funds withdrawn under these circumstances shall be reported to the Members at the next Board of Directors meeting for after the fact approval and special assessment, if necessary.

Members agree that expenditures against the Infrastructure Replacement and Enhancement Fund shall not be authorized if they will cause the fund to be in a deficit position at any point in time. If the Infrastructure Replacement and Enhancement Fund is negative at the end of any month, the Administrative Managing Member will immediately bill each Member for an amount sufficient to cover the shortage and to re-establish the required deposit amount. These bills will be faxed to each Member and payments for these billings must be received by the Administrative Managing Member within thirty (30) working days. In such an event, the Administrative Managing Member will re-evaluate the approved budget for the remainder of the year to determine if the quarterly billings should be adjusted.

4.2.2. Special Assessments

The Board of Directors may assess other fees on an as-needed basis to pay the costs of unplanned projects such as disaster recovery, certain extraordinary claims or lawsuits, the use of the Network by an Interoperability or Conditional Participant, or to pay the costs of special projects or system changes and/or expansions not previously included in the budget. Such changes may not benefit all Members in a reasonably proportionate manner. Fees may be assessed proportionately or individually, as approved by the Board of Directors, and need not be equal among Members. Fees collected as a special assessment shall be deposited into a special revenue fund.

4.2.2.1. RWC Special Revenue Fund

The RWC Special Revenue Fund shall only be used to pay the costs of the projects for which a Special Assessment has been imposed. Subsidiary records for each project will be maintained. Interest will be applied monthly to each project's account based on the average daily balance during the month. The interest rate applied will be the rate earned in the Administrative Managing Member pooled cash account. Interest earned will remain in the project account to finance ongoing expenses associated with the project.

4.2.2.1.1. Settlements

After the project is completed and all related debts have been paid, the Administrative Managing Member shall prepare a reconciliation of the project's subsidiary account by comparing fees assessed and paid to actual expenditures paid. If the reconciliation shows actual expenditures exceeded fees assessed and paid, the Administrative Managing Member will bill the applicable Member(s) for an amount sufficient to cover the shortage. If the reconciliation shows expenditures are less than the fees assessed and paid, the unused fees shall be either refunded or applied as a credit to the applicable Member(s) account(s). When more than one Member is funding a project, billings and refunds will be sent to each Member in accordance with the Board approved funding plan for the project.

4.2.2.2. Applicant Impact Assessment

Each entity considered for Membership shall pay a Special Assessment to cover the cost of developing an Impact Assessment that will address the effect of the request on the existing infrastructure and Members. The Special Assessment shall be paid prior to commencement of the Impact Assessment study.

4.2.2.3. New Member

Each new Member to the RWC shall pay a Special Assessment equal to the full cost associated with providing services to the new Member. The amount to be paid will include the cost to provide service to the new Member's Subscriber Units, any investment in Network infrastructure necessary to increase Network capacity, and other costs deemed necessary to ensure existing Members receive the same services and benefits they received before the new Member joined the Network. The Special Assessment shall be paid in accordance with the terms and conditions established by the Board of Directors as part of the Membership agreement. If the infrastructure that must be purchased for such capacity could ultimately be used to handle additional Subscriber Units beyond the amount requested by the new Member, the new Member may enter into a capacity agreement that provides for reimbursement of a portion of these costs, if and when additional Subscriber Units are brought onto the Network.

4.2.2.4. Existing Member Capacity and Coverage Upgrade

A request from an existing Member expected to impact the Network coverage, capacity and/or performance of other Members will require the existing Member to pay a Special Assessment to cover the cost of an Impact Assessment to determine the impact of the request on the existing infrastructure and Members. Requests requiring a Special Assessment shall include, but are not

limited to, requests to increase the number of Subscriber Units, Talkgroups, roaming profiles, or coverage individually or cumulatively, by more than ten percent (10%). The Impact Assessment shall determine the cost and benefits of the request and assess the impact on the existing infrastructure including, but not limited to, controllers, base stations, facility capacity, traffic capacity, roaming capacity, microwave/fiber capacity, and overall coverage. The Operations Working Group shall consider such requests upon payment of the Special Assessment and forward their recommendation to the Executive Committee for review and Board of Directors for approval.

4.2.3. Grants

Acceptance and use of grant funds is at the discretion and approval of the Board of Directors. Grant funds acquired on behalf of the RWC will be used to reduce costs for the project for which the grant was applied. The application for or the award of a grant shall not relieve a Member of its obligation to pay, within forty-five (45) days of the invoice date, costs billed in accordance with this Agreement. Grant funds will be credited to each Member in proportion to the amount of funding each Member contributed towards the grant project, as grant funds are received. Grant funds credited to a Member will increase the Members' Equity pursuant to Section 4.3 of this Agreement.

4.3. Members' Equity

The total Members' Equity shall be equal to the Net Value of the RWC as defined in Section 1 of this Agreement. Each Member's Equity will be a proportionate share of the total Members' Equity, as defined in Section 1 of this Agreement. Members' Equity in the RWC will be recalculated when:

- A new Member joins the RWC;
- A major enhancement or expansion is completed;
- At fiscal year-end after each Member's payments into the Infrastructure Replacement and Enhancement Fund are applied, actual expenditures are allocated against each Member's account, and interest is applied to each Member's cash balance.

If a Member brings assets to the RWC and the Board of Directors accepts the assets on behalf of the RWC, the Members' Equity will increase based on the value of the assets at the time of transfer to the RWC.

Assets which are individually owned, as permitted in Section 5 of this Agreement, shall not be counted as part of the Net Value of the RWC, and the Member(s) owning those assets shall not receive credit towards equity in the system until those assets become part of the RWC as described in Section 5 of this Agreement.

4.4. Annual Audit

An independent audit of RWC financial records will be conducted annually. The Board of Directors shall determine the scope of work of the independent annual financial audit.

5. RWC ASSETS

Each Member shall retain any and all right, title and interest in real estate, real property and fixtures thereto, including without limitation real estate, buildings, structures, towers, and generators that the Member owns, leases or licenses and that the Member authorizes or allows the Regional Wireless Cooperative to use as part of the Network.

Each Member is responsible for and shall bear the cost of maintaining its real estate and real property, including fixtures thereto, that are made part of the Network, to the extent necessary to maintain the operational integrity and capacity necessary to operate the Network. Each Member agrees that it will make all arrangements necessary to allow the Managing Members reasonable access to that Member's real estate, buildings, structures, towers and other facilities that are part of the Network for the purposes of inspecting, operating, and maintaining the Network. Prior to exercising the right of inspection provided by this paragraph, the Managing Member shall give the Member whose property is to be inspected reasonable notice under the circumstances then existing.

Any and all real estate and real property that is purchased by and on behalf of the Regional Wireless Cooperative shall be included in the Net Value of the RWC, with each Member's ownership interest in RWC real estate and real property expressed in their Member's Equity as defined in Section 1 of this agreement.

Any and all personal property, including frequencies, equipment, hardware and software, that is owned by a Member and brought into the Network, or that is purchased by and on behalf of the RWC, shall be held jointly and owned in common by the Members with each Member's ownership interest in the RWC personal property proportionate to the amount each Member invested in the property.

The Board of Directors shall approve the sale or disposal of any Network assets. In the event of a sale, the Members shall share in the proceeds, considerations or benefits from the sale in proportion to Members' Equity in place at the time of sale.

Each Member agrees that as part of its obligations and commitments in support of the Regional Wireless Cooperative, that it will not dispose of or remove from the Network, without the approval of the Board of Directors, its real estate or real property that it has initially allowed all Members to use.

The Members of the RWC agree that any real or personal property jointly purchased for the benefit of the RWC shall be titled and held in the name of the Administrative Managing Member, even though all financially contributing Members to the purchase shall actually own a percentage share in such real or personal property.

Notwithstanding the foregoing, Members shall be permitted to maintain individual ownership over the personal property, including frequencies, equipment, hardware and software, where such individual ownership is desired Individual personal property ownership is also permitted where personal property has been purchased by a Member for the sole and exclusive use of that Member. Should the RWC replace personal property that was solely owned by a Member, the replacement personal property shall be deemed jointly owned personal property of the RWC. The replaced piece of personal property may be retained or disposed of by the Member.

If any obligations of a Member issued to finance any real or personal property made a part of the Network are secured by any right, title, interest or lien in or upon such property (a "Finance Lien"), the rights of the RWC and the Members in and to such property, including the rights to use such property as part of the Network, shall at all times be subordinate and subject to such Finance Lien and the rights of the holder or holders of such Finance Lien. The terms of any such financing shall provide the RWC the right and reasonable opportunity to cure any default or non-appropriation with respect to such financing to allow the continued use of such property by the RWC and the Members as part of the Network.

Neither the RWC nor any Member will take or fail to take any action with respect to the use and operation of the Network, which action or failure to act would adversely affect the tax-exempt status of any obligations issued by any Member to finance any real or personal property made a part of the Network. Without limiting the foregoing, neither the RWC nor any Member will permit any private business use of the Network where such private business use would cause any Member's obligations to be treated as Private Activity Bonds under the Internal Revenue Code, as amended.

6. INSURANCE

6.1. Real Property

Each Member is responsible to insure real property, including fixtures thereto, titled in its own name.

Each Member who has leased real property, including fixtures thereto, to be used in the cooperative is responsible to insure that property according to the terms of the lease.

The Administrative Managing Member is responsible to insure real property cooperatively purchased or leased for the benefit of the RWC as directed by the Board of Directors.

6.2. Personal Property

The Administrative Managing Member is responsible for insuring, as directed by the Board of Directors, all personal property brought into the network as described in Section 5 of this document. Notwithstanding the foregoing, however, any and all personal property that is purchased or owned exclusively by a Member and brought into the Network by that Member shall be insured by such Member. Neither the Board of Directors nor the Administrative Managing member shall be responsible for a loss involving Member-owned property that

became RWC jointly-owned property and was not timely reported in accordance with operating procedures that may be established by the Board of Directors.

6.3. Liability Insurance

Each Member is responsible to insure its liability assumed under the IGA Section 4.4.

The Board of Directors shall determine appropriate insurance coverage for the RWC's liability assumed under the IGA Section 4.4, in accordance with the IGA Section 4.8.

6.4. Insurance Programs

The RWC, Board of Directors, individual Members and Administrative Managing Member may use any combination of insurance, excess insurance or self-insurance to satisfy the terms of this Section 6.

7. SERVICES

The RWC will develop policies, procedures and guidelines that govern how Members, Associates, and Conditional and Interoperability Participants obtain services, whether routine or emergency, establish Talkgroups, set priorities, determine roaming/site access, use encryption, and operate on the Network. When using the Network each Member shall abide by all policies, procedures and guidelines established by the RWC and the terms and conditions of all applicable Agreements.

7.1. Programming and Reprogramming

The Network Managing Members, or a Board of Directors authorized provider, shall program or reprogram all Subscriber Units with a valid Network key. All Subscribers Units shall only be programmed or reprogrammed with valid programming templates that have been approved by the RWC. The cost of programming or re-programming Subscriber Units is the sole responsibility of each Member and is not included in the Annual Membership Fee.

7.2. Encryption

The Managing Members shall provide key management services including generation, distribution, storage, destruction and maintenance of key materials. Individual Members may be required to update key materials in Subscriber Units as directed by the RWC. The RWC may designate other agencies, such as Federal agencies, to provide key management services in special circumstances.

7.3. Network Management

The Network Managing Members shall program, maintain, and manage the Network databases in a manner that minimizes the degradation of operational performance and the loss or corruption

of data. The Network Managing Members shall follow RWC established policies and procedures applicable to Network Management.

7.4. Interoperability

The RWC shall establish procedures and practices to support interoperability among all Members, Associates and Conditional and Interoperability Participants. The RWC shall follow the National Incident Management System (NIMS) protocols for interoperable communications.

7.5. Training

Each Member shall ensure that its users are properly trained prior to any use of the Network.

8. PERFORMANCE AND OPERATION

The Network is designed and implemented in accordance with design and evaluation standards for public safety systems. During the technical analysis phase for adding new Members to the Network, the RWC shall follow the RWC design criteria and evaluation standards to protect both current and future Members. The RWC shall be responsible to maintain coverage, capacity and performance in accordance with public safety needs, requirements and standards. The RWC intends to maintain the existing Network coverage and capacity requirements; however, there are no guarantees of Network reliability and availability for new Members when operating within the existing service territory. The RWC anticipates in certain situations restrictions may have to be employed to assist with capacity control during the new Member evaluation process. The nature of the restrictions will be explored and discussed with each applicant on a case-by-case basis.

9. MAINTENANCE

9.1. Maintenance Plans Intra/Inter Agency

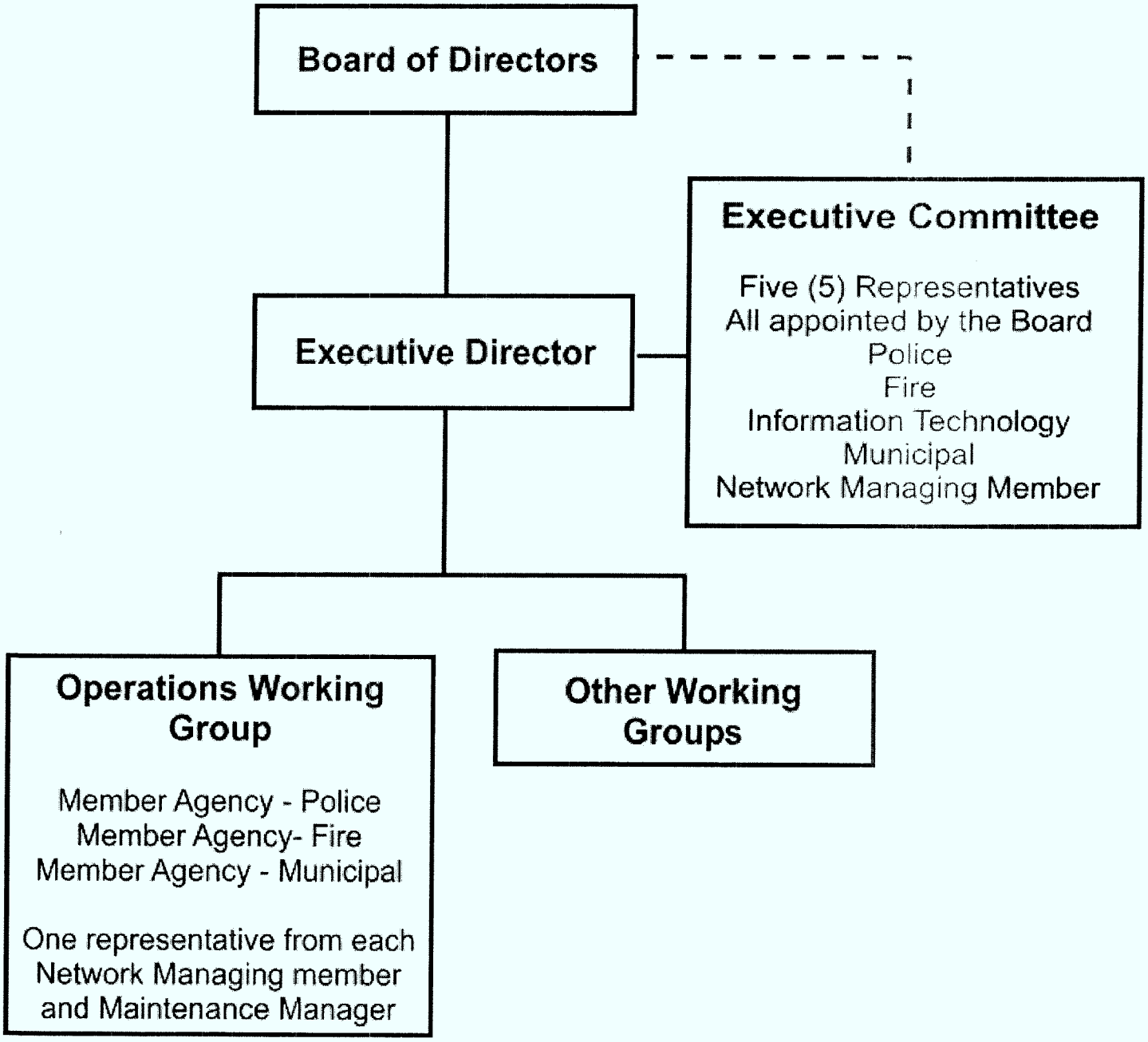
The Maintenance Managers and Network Managing Members shall provide Network maintenance in accordance with the policies, procedures, standards and responsibilities established by the RWC. The Maintenance Managers and Network Managing Members shall provide reasonable notice to Members of any scheduled or unscheduled service affecting a Member's use of the Network.

9.2. Responsibility for Repair of Subscriber Units

Each Network user is solely responsible for the maintenance and repair of its Subscriber Units. Only Members and vendors, certified by the RWC shall be used for the maintenance and repair of Subscriber Units. When maintaining and repairing Subscriber Units, authorized Members and vendors shall adhere to RWC policies and procedures including handling of Network keys, encryption keys, and configuration programming.

EXHIBIT B

RWC ORGANIZATION STRUCTURE



CITY COUNCIL REPORT

SUBJECT:
Maintenance Agreement with SRP for Pavement Repairs

MEETING DATE:
September 21, 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 authorize a Maintenance Agreement with Salt River Project (SRP) for potential future pavement repairs on 107th Avenue, and authorize the City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Due to improvements to the Littleton Elementary School site, the school district was required to install a deceleration lane along west side of 107th Avenue, south of 4th Street (see Exhibit A in the attached agreement). There is an existing 24-inch concrete pipe in the 107th Avenue right of way. SRP typically does not allow roadway over their irrigation pipe. In order to eliminate incurring the cost of relocating the pipe outside of the roadway surface, SRP and Littleton School District have requested that the City enter into a maintenance agreement that covers pavement repair in the event that the pipe would require repairs.

DISCUSSION:

The proposed agreement addresses both SRP's and the City's responsibilities if pipe repair or replacement would occur. The remaining life of the existing concrete irrigation pipe is estimated at 20 years. In the event of repair/replacement, SRP would be responsible for all construction related to the pipe, including excavation and backfill. The City would be responsible for replacement of paved surfaces including ABC backfill, asphalt or concrete and traffic control.

BUDGETARY IMPACT:

In the event the City would have to perform pavement repairs associated with SRP pipe construction, funding is included within Street and Pavement Maintenance's existing budgets.

RECOMMENDATION:

Staff recommends that the City Council authorize a Maintenance Agreement with Salt River Project (SRP) for potential future pavement repairs on 107th Avenue, and authorize the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Maintenance Agreement

SRP MAINTENANCE AGREEMENT

Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"), and the City of Avondale, an Arizona municipal corporation ("City"), have entered into this Cooperative Maintenance Agreement ("Agreement") effective as of the date last set forth below. SRP and City may be referred to herein individually as a "Party," or collectively as the "Parties."

RECITALS

A. A southbound deceleration lane is to be constructed within the City's right-of-way along 107th Avenue in front of Littleton Elementary School District facilities near the southwest corner of the intersection of 107th Avenue and 4th Street, in Avondale. A map depicting the proposed deceleration lane is attached hereto as Exhibit A and incorporated herein by reference.

B. An irrigation pipe (the "Pipe) is located underneath the area within which the deceleration lane is to be constructed.

C. SRP may, from time to time, repair or replace the Pipe beneath the deceleration lane ("Pipe Repair" or "Pipe Replacement," respectively), which Pipe Repair or Pipe Replacement may necessitate related repair and replacement of pavement or concrete in the deceleration lane ("Pavement Repair").

D. City and SRP desire to cooperate with each other in any Pipe Repair or Pipe Replacement and any related Pavement Repair (the "Work").

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, City and SRP hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date last set forth below and shall remain in full force and effect in perpetuity unless terminated or cancelled in accordance with the terms of this Agreement.

2. Parties' Obligations. When both SRP and the City determine that Work needs to be accomplished, the Parties shall have the following respective obligations:

   a. SRP's Obligations. For any Pipe Repair or Pipe Replacement, SRP shall:

i. Provide the City with 30 days' written notice of any Pipe Repair or Pipe Replacement, unless such notice is impracticable under the circumstances necessitating the Pipe Repair or Pipe Replacement as determined by SRP in its reasonable discretion. In the event prior written notice is impracticable as described in this subsection, SRP shall notify the City immediately upon undertaking any Pipe Repair or Pipe Replacement.

ii. Purchase needed materials, schedule and accomplish all needed Pipe Repair or Pipe Replacement, except permanent pavement and concrete patching that includes curbing, gutters and sidewalks.

iii. Accomplish and/or pay for all other aspects of the Work.

b. City's Obligations. For any Pavement Repair associated with Pipe Repair or Pipe Replacement, the City shall pay for or provide:

i. For projects requiring Pipe Replacement:
(A) Barricading and Police Officers, if required.
(B) Temporary steel plating material.
(C) Installation of temporary asphalt patching material.
(D) ABC backfill material.

ii. For projects requiring only Pipe Repair:
(A) Barricading and Police Officers, if required.
(B) Installation of temporary asphalt patching material.
(C) ABC backfill material.

iii. In both Pipe Repair and Pipe Replacement projects, the City will be responsible, and pay, for installing the replacement of asphalt and/or concrete needed for the permanent pavement restorations.

3. Termination. Either Party may terminate this Agreement, with or without cause, upon 30 calendar days' written notice to the other Party at the addresses indicated below; except that termination by City shall only be effective upon City a) conveyance to SRP equivalent land rights for the Pipe and b) relocation of the Pipe from the deceleration lane area to a location acceptable to SRP.

4. 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: Salt River Project
Post Office Box 52025
Mail Stop WVS 225
Phoenix, Arizona 85072
Facsimile: (602) 236-0611
Attn: David Kieffer

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.

5. E-verify; Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective 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). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either

Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential

6. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Parties each certify that they do 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 either Party determines that the other Party submitted a false certification, the Party making such determination may impose remedies as provided by law including terminating this Agreement.

7. Conflict of Interest. The Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGE]

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____

Charles P. McClendon, City Manager

ATTEST:

_____

Carmen Martinez, City Clerk

DATE: _____

"**SRP**"

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT DISTRICT, an Arizona agricultural improvement district

_____

Robert E. Larchick, P.E., Manager, Water Engineering

DATE: _____

(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 SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an Arizona agricultural improvement district, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
SRP MAINTENANCE AGREEMENT
BETWEEN
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
AND
THE CITY OF AVONDALE

[Map]

See following page.

N

1" = 100'

Littleton School Improvements

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1388-909 - Well 24 Waterline Easements

MEETING DATE:
September 21, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance accepting waterline easements at Gateway Pavilions and adjacent to the Gateway Booster Station and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

The Water Resource Department wishes to complete construction of a transmission line to the Gateway Booster Station. This line has been partially constructed from the future Well 24 site in Gateway Crossing to 103rd Avenue and McDowell. Completion of this line requires new waterline easements in the Gateway Pavilions Shopping Center, and in the land immediately adjacent to the Gateway Booster Station. See attached Vicinity Map. Easement dedications have been received from four property owners, and are required to construct and maintain the new transmission line.

BUDGETARY IMPACT:

No financial impact to the City.

RECOMMENDATION:

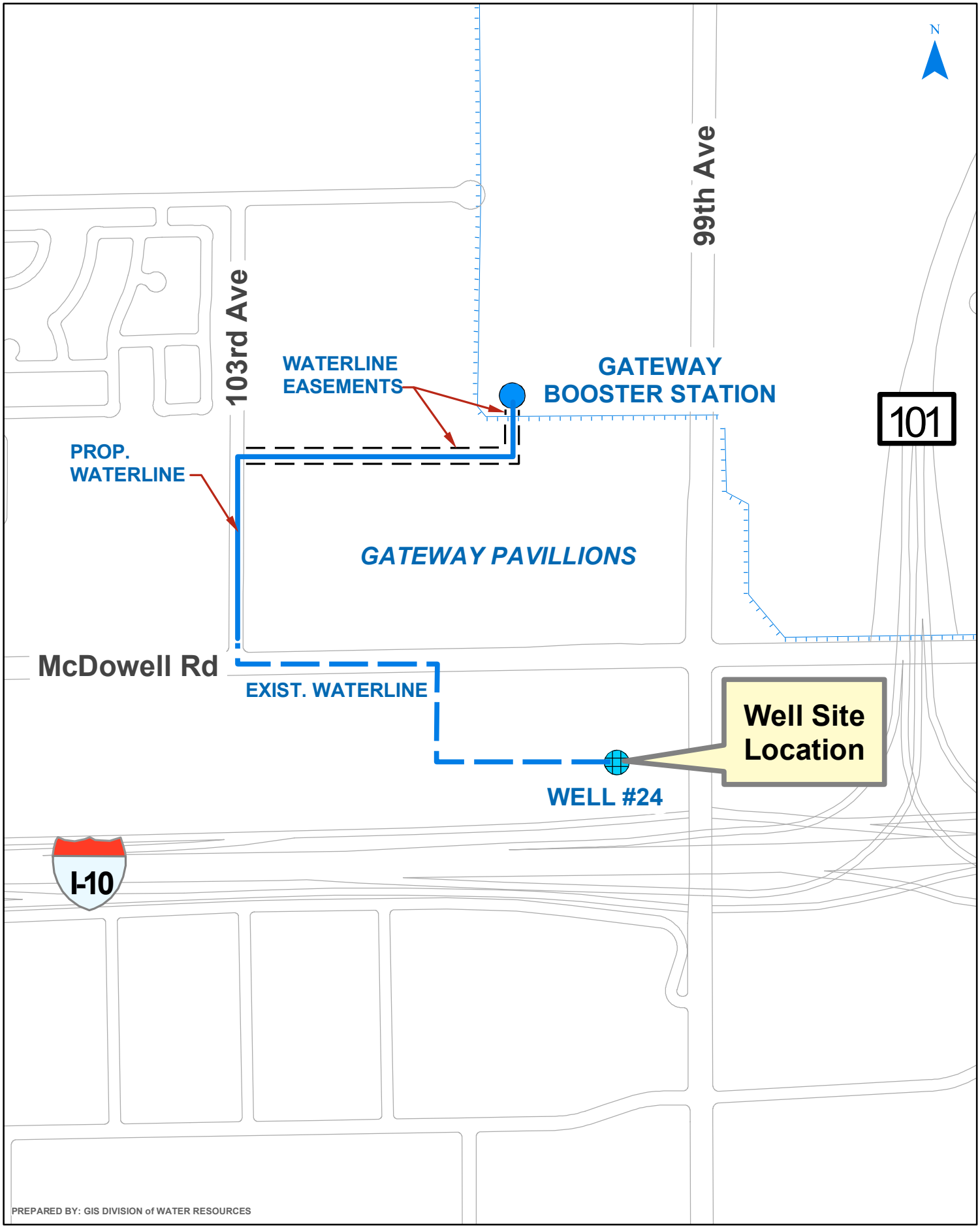
Staff recommends that the City Council adopt an ordinance accepting waterline easements at Gateway Pavilions and adjacent to the Gateway Booster Station and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- vicinity map
- Ordinance 1388-909
- Easements

VICINITY MAP



CITY OF AVONDALE

Well #24 TRANSMISSION LINE

ORDINANCE NO. 1388-909

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF WATERLINE EASEMENTS FOR PUBLIC USE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. An easement over ± 0.184 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 102-32-010, generally located east of 103rd Avenue, north of McDowell Road, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale (the "City") from Harkins Phoenix Cinemas, L.L.C., an Arizona limited liability company, for waterline purposes.

SECTION 2. An easement over ± 0.180 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 102-32-011, generally located east of 103rd Avenue, north of McDowell Road, as more particularly described and depicted in Exhibit B, attached hereto and incorporated herein by reference, is hereby accepted by the City from Inland Western Avondale McDowell, L.L.C., a Delaware limited liability company, for waterline purposes.

SECTION 3. An easement over ± 0.033 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 102-32-003E, generally located west of 99th Avenue, south of Encanto Boulevard, as more particularly described and depicted in Exhibit C, attached hereto and incorporated herein by reference, is hereby accepted by the City from Bodner Avondale I, LLC, an Arizona limited liability company, for waterline purposes.

SECTION 4. An easement over ± 0.043 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 102-32-012, generally located west of 99th Avenue, north of McDowell Road, as more particularly described and depicted in Exhibit D, attached hereto and incorporated herein by reference, is hereby accepted by the City from Costco Wholesale Corporation, a Washington corporation, for waterline purposes.

SECTION 5. 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, September 21, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1388-909

[Legal description of acquisition portion of APN 102-32-010]

See following pages.

A.P.N. 102-32-010
WATERLINE EASEMENT

All that part of Lot Number One (1) of GATEWAY PAVILIONS, a subdivision as recorded in Book 633 of Maps, Page 09, Records of Maricopa County, Arizona, located in the South half of the Southeast Quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said Lot-1, said point being on the East right-of-way line of 103rd Avenue and 40.00 feet East of the centerline of said 103rd Avenue;

THENCE South 01 degrees 03 minutes 42 seconds East a distance of 78.25 feet along the West line of Said Lot-1 to the POINT OF BEGINNING;

THENCE departing said Lot line, North 88 degrees 56 minutes 18 seconds East a distance of 180.94 feet;

THENCE North 87 degrees 35 minutes 38 seconds East a distance of 649.32 feet to a point on the East line of said Lot-1;

THENCE South 02 degrees 24 minutes 22 seconds East a distance of 10.00 feet along said Lot line;

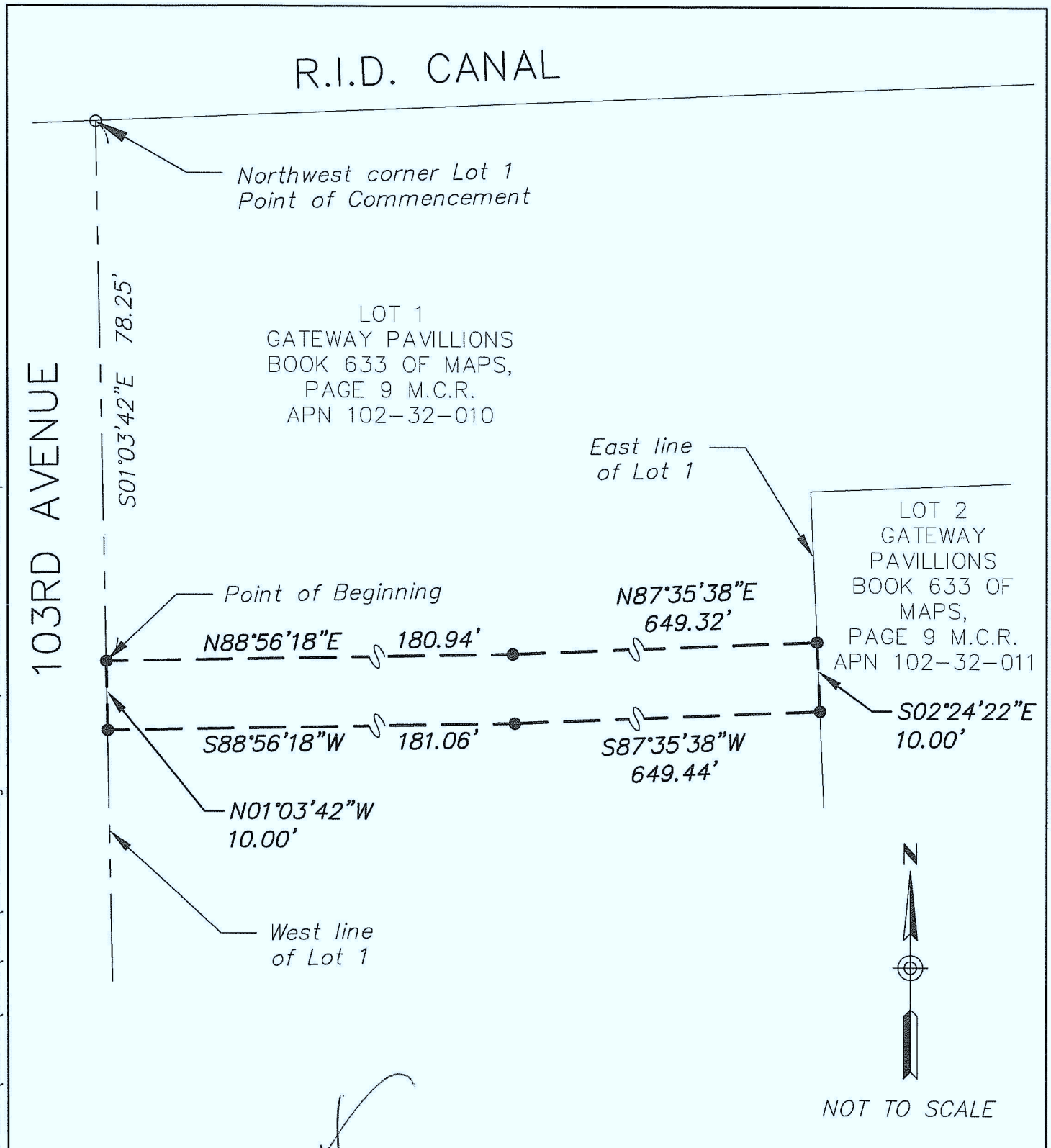
THENCE departing said Lot line, South 87 degrees 35 minutes 38 seconds West a distance of 649.44 feet;

THENCE South 88 degrees 56 minutes 18 seconds West a distance of 181.06 feet to a point on the West line of said LOT-1;

THENCE North 01 degrees 03 minutes 42 seconds West a distance of 10.00 feet along the West line of said Lot-1 to the POINT OF BEGINNING;

Containing a computed area of 8,034 square feet, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH O
SHIPLEY
Date Signed 12/27/06
ARIZONA, U.S.A.



DIBBLE & ASSOCIATES
CONSULTING ENGINEERS
Since 1962

DIBBLE & ASSOCIATES
PROJECT NO. 10-0644

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH
O. SHIPLEY
Date Signed. 12-27-06
ARIZONA, U.S.A.

A.PN. 102-32-010
WATERLINE EASEMENT

DATE: December 2006
DSN:
DRN. JLD
CHK: RB/KOS

PROJECT NUMBER
--

PAGE
2 OF 2

FILE:V:\Survey\JOBS\2006\10-0644\SURVEY\DWGS\ACAD\0644EXHBT.dwg DATE:Dec, 27 2006 TIME: 03:03 pm

EXHIBIT B
TO
ORDINANCE NO. 1388-909

[Legal description of acquisition portion of APN 102-32-011]

See following pages.

A.P.N. 102-32-011
WATERLINE EASEMENT

All that part of Lot Number Two (2) of GATEWAY PAVILIONS, a subdivision as recorded in Book 633 of Maps, Page 09, Records of Maricopa County, Arizona, located in the South half of the Southeast Quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of Lot-1 of said GATEWAY PAVILIONS, said point being on the East right-of-way line of 103rd Avenue and 40.00 feet East of the centerline of said 103rd Avenue;

THENCE South 01 degrees 03 minutes 42 seconds East a distance of 78.25 feet along the West line of Said Lot-1;

THENCE departing said Lot line, North 88 degrees 56 minutes 18 seconds East a distance of 180.94 feet;

THENCE North 87 degrees 35 minutes 38 seconds East a distance of 649.32 feet to a point on the West line of said Lot-2 and the POINT OF BEGINNING;

THENCE North 87 degrees 35 minutes 38 seconds East a distance of 11.21 feet;

THENCE North 64 degrees 45 minutes 38 seconds East a distance of 15.35 feet;

THENCE North 87 degrees 35 minutes 38 seconds East a distance of 694.95 feet;

THENCE North 42 degrees 35 minutes 38 seconds East a distance of 38.39 feet to a point on the East line of said Lot-2;

THENCE South 02 degrees 24 minutes 22 seconds East a distance of 35.36 feet along the East line of said Lot-2;

THENCE departing said Lot line, South 42 degrees 35 minutes 38 seconds West a distance of 2.54 feet;

THENCE South 87 degrees 35 minutes 38 seconds West a distance of 718.29 feet;

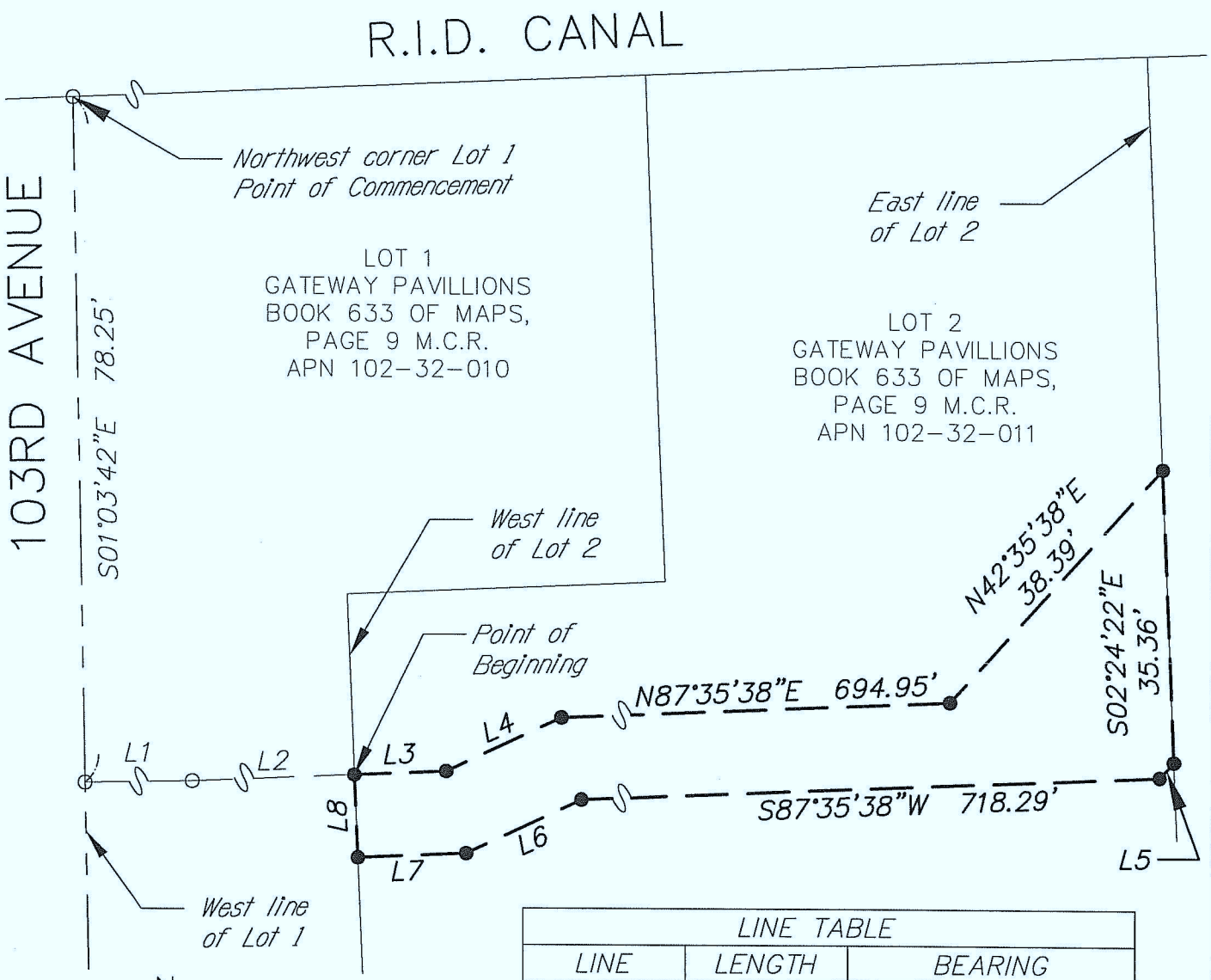
THENCE South 64 degrees 45 minutes 38 seconds West a distance of 15.35 feet;

THENCE South 87 degrees 35 minutes 38 seconds West a distance of 13.23 feet to a point on the West line of said Lot-2;

THENCE North 02 degrees 24 minutes 22 seconds West a distance of 10.00 feet along the West line of said Lot-2 to the POINT OF BEGINNING.

Containing a computed area of 7,854 square feet, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH O.
SHIPLEY
Date Signed 12/21/06
ARIZONA, U.S.A.



NOT TO SCALE

LINE TABLE		
LINE	LENGTH	BEARING
L1	180.94	N88°56'18"E
L2	649.32	N87°35'38"E
L3	11.21	N87°35'38"E
L4	15.35	N64°45'38"E
L5	2.54	S42°35'38"W
L6	15.35	S64°45'38"W
L7	13.23	S87°35'38"W
L8	10.00	N02°24'22"W

DIBBLE & ASSOCIATES
CONSULTING ENGINEERS
Since 1962

DIBBLE & ASSOCIATES
PROJECT NO. 10-0644

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH
O. SHIPLEY
Date Signed 12/21/06
ARIZONA, U.S.A.

A.PN. 102-32-011
WATERLINE EASEMENT

DATE: December 2006
DSN:
DRN. JLD
CHK: RB/KOS

PROJECT NUMBER
--

PAGE
2 OF 2

FILE:V:\Survey\JOBS\2006\10-0644\SURVEY\DWGS\ACAD\0644EXHBT.dwg DATE:Dec, 29 2006 TIME: 11:25 am

EXHIBIT C
TO
ORDINANCE NO. 1388-909

[Legal description of acquisition portion of APN 102-32-003E]

See following pages.

11-10-08 LS
Legal Description102-32-003E.doc
Project: Well 24

LEGAL DESCRIPTION
WATERLINE EASEMENT
APN I02-32-003E

All that part of the Northeast Quarter of the Southeast Quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast comer of said Section 32 bearing South 00 degrees 55 minutes 21 seconds East a distance of 2642.44 feet from the East Quarter comer of said Section 32;

THENCE North 00 degrees 55 minutes 21 seconds West a distance of 1411.25 feet along the East line of Said Section 32;

THENCE departing said Section line, South 87 degrees 34 minutes 17 seconds West a distance of 1008.85 feet along the North right-of-way line of RID Canal being parallel to and 90.00 feet North of the South line of the Northeast Quarter of the Southeast Quarter of said Section 32;

THENCE departing said right-of-way line, North 00 degrees 59 minutes 31 seconds West a distance of 20.01 feet to the POINT OF BEGINNING;

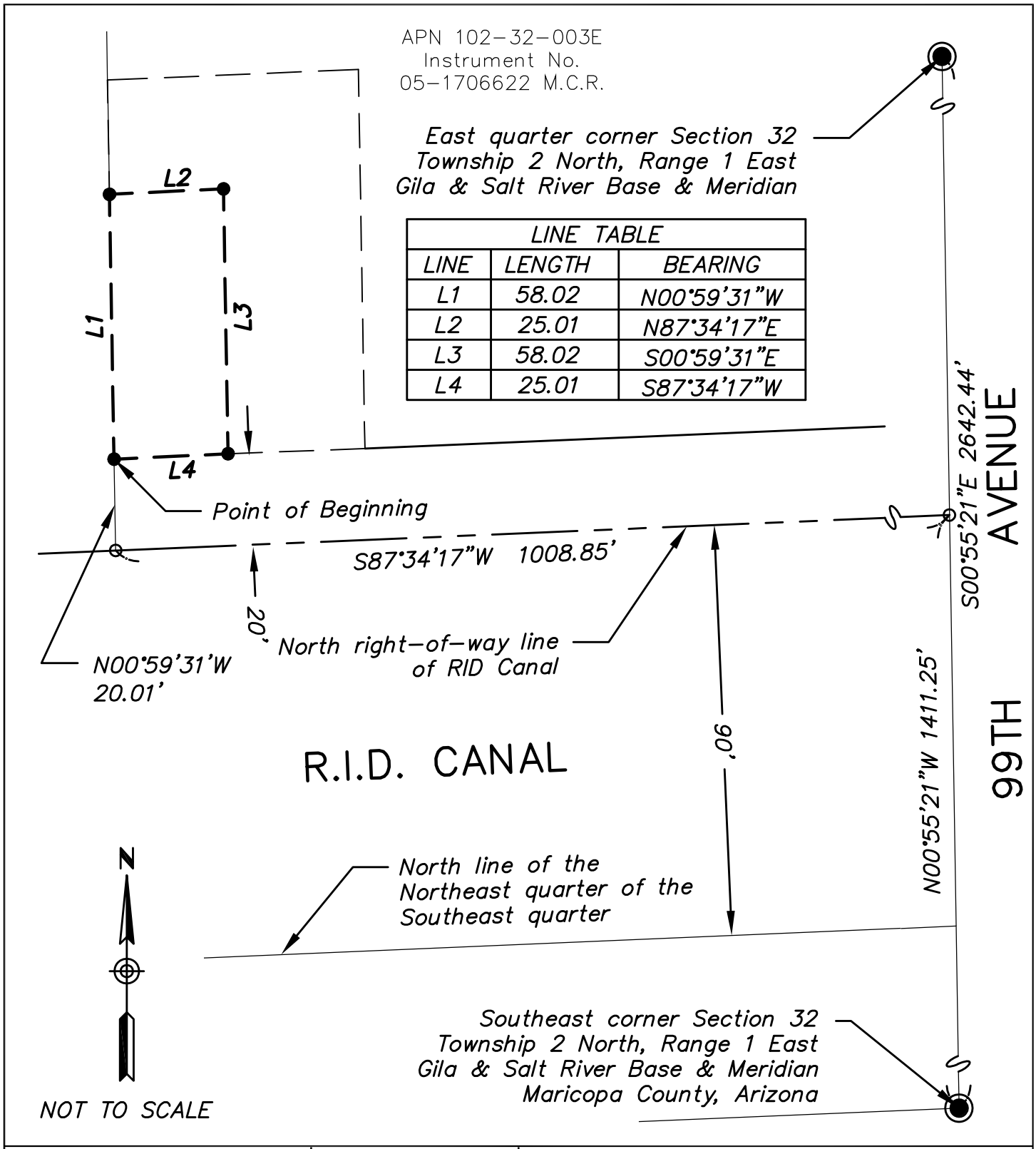
THENCE North 00 degrees 59 minutes 31 seconds West a distance of 58.02 feet along the West line of property described in Instrument 20051706622, Official Records of Maricopa County, Arizona;

THENCE departing said property line, North 87 degrees 34 minutes 17 seconds East a distance of 25.01 feet;

THENCE South 00 degrees 59 minutes 31 seconds East a distance of 58.02 feet to a point being 20.00 feet North of the North right-of-way line of said RID Canal;

THENCE South 87 degrees 34 minutes 17 seconds West a distance of 25.01 feet to the POINT OF BEGINNING;

Containing a computed area of 1,451 square feet, more or less:



LINE TABLE		
LINE	LENGTH	BEARING
L1	58.02	N00°59'31"W
L2	25.01	N87°34'17"E
L3	58.02	S00°59'31"E
L4	25.01	S87°34'17"W

City of Avondale

WATER RESOURCES DIVISION

EXHIBIT MAP
A.PN. 102-32-003E
WATERLINE EASEMENT

DATE: 11-10-2008
DSN:
DRN. LS
CHK:

PROJECT NAME
WELL 24

PAGE
2 OF 2

EXHIBIT D
TO
ORDINANCE NO. 1388-909

[Legal description of acquisition portion of APN 102-32-012]

See following pages.

A.P.N. 102-32-012
WATERLINE EASEMENT

All that part of Lot Number Three (3) of GATEWAY PAVILIONS, a subdivision as recorded in Book 633 of Maps, Page 09, Records of Maricopa County, Arizona, located in the South half of the Southeast Quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of Lot-1 of said GATEWAY PAVILIONS, said point being on the East right-of-way line of 103rd Avenue and 40.00 feet East of the centerline of said 103rd Avenue;

THENCE South 01 degrees 03 minutes 42 seconds East a distance of 78.25 feet along the West line of Said Lot-1;

THENCE departing said Lot line, North 88 degrees 56 minutes 18 seconds East a distance of 180.94 feet;

THENCE North 87 degrees 35 minutes 38 seconds East a distance of 649.32 feet to a point on the East line of said Lot-1;

THENCE North 87 degrees 35 minutes 38 seconds East a distance of 11.21 feet;

THENCE North 64 degrees 45 minutes 38 seconds East a distance of 15.35 feet;

THENCE North 87 degrees 35 minutes 38 seconds East a distance of 694.95 feet;

THENCE North 42 degrees 35 minutes 38 seconds East a distance of 38.39 feet to a point on the West line of said Lot-3 and the POINT OF BEGINNING;

THENCE North 42 degrees 35 minutes 38 seconds East a distance of 34.68 feet;

THENCE North 02 degrees 27 minutes 02 seconds West a distance of 25.47 feet to a point on the North line of said Lot-3;

THENCE North 87 degrees 34 minutes 17 seconds East a distance of 20.00 feet along the North line of said Lot-3;

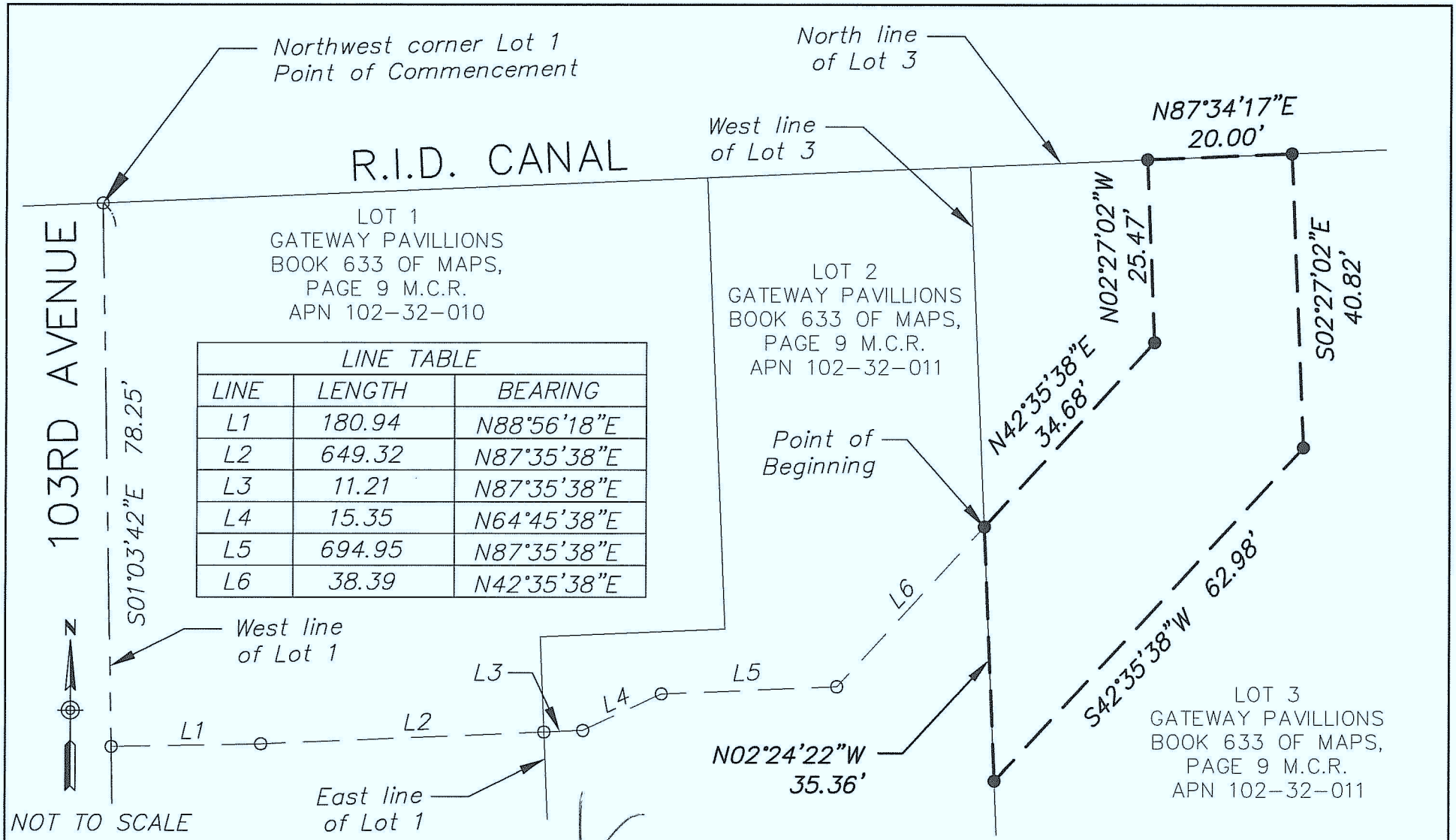
THENCE departing said Lot line, South 02 degrees 27 minutes 02 seconds East a distance of 40.82 feet;

THENCE South 42 degrees 35 minutes 38 seconds West a distance of 62.98 feet to a point on the West line of said Lot-3;

THENCE North 02 degrees 24 minutes 22 seconds West a distance of 35.36 feet along the West line of said Lot-3 to the POINT OF BEGINNING.

Containing a computed area of 1,884 square feet, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH O. SHIPLEY
Date Signed 12/21/06
ARIZONA, U.S.A.



LINE TABLE		
LINE	LENGTH	BEARING
L1	180.94	N88°56'18"E
L2	649.32	N87°35'38"E
L3	11.21	N87°35'38"E
L4	15.35	N64°45'38"E
L5	694.95	N87°35'38"E
L6	38.39	N42°35'38"E

DIBBLE & ASSOCIATES
CONSULTING ENGINEERS
Since 1962

DIBBLE & ASSOCIATES
PROJECT NO. 10-0644

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH
O. SHIPLEY
Date Signed 12/28/06
ARIZONA, U.S.A.

A.PN. 102-32-012
WATERLINE EASEMENT

DATE: December 2006
DSN:
DRN. JLD
CHK: RB/KOS

PROJECT NUMBER
--

PAGE
2 OF 2

When Recorded Mail To:

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

WATERLINE EASEMENT AGREEMENT

GRANTOR: Harkins Phoenix Cinemas, L.L.C., an Arizona limited liability company

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

THIS WATERLINE EASEMENT AGREEMENT (this "Agreement") is entered into ___ _____, 2009, by and between the City and Grantor for the purposes set forth below.

RECITALS

A. The Grantor is the record owner of certain real property at the location described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area").

B. The City and Grantor desire to enter into this Agreement for Grantor to grant to the City a non-exclusive, continuous and perpetual (except as specified below) easement (the "Easement") over the Easement Area, for purposes of installing, operating, inspecting, maintaining, repairing, replacing or removing underground water facilities (the "Facilities") as more particularly described herein.

AGREEMENT

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

1. Grant of Easement. Grantor hereby grants, sells and conveys the Easement to the City for the purpose of constructing, repairing, reconstructing, operating, maintaining and using the Facilities within the Easement Area. The Easement for construction of the Facilities shall be for a term of six (6) months from the date of execution of this document. The remainder of the Easement shall be perpetual.

2. Maintenance of the Easement. Grantor shall not maintain the Easement Area in a manner that impairs the ability or capacity of the City to fully utilize the Easement.

a. Grantor shall not install or construct, or permit to be installed or constructed, any building, structure, utility or other facility, except for private drives, nor shall Grantor drill any well, plant any trees, store materials of any kind, or alter ground level by cut or fill, within the limits of the Easement Area, without the prior, written consent of the City.

b. The City shall allow reasonable, typical landscaping within the Easement Area including shrubs, groundcover and decomposed granite except in a ten-foot clear zone around any fire hydrants or water valve locations. In such clear zones, only decomposed granite shall be allowed. The City shall have the right but not the obligation to trim, cut or remove or cause to be trimmed, cut or removed any brush or other vegetation on the Easement Area that obstruct or hinder access to the Easement Area, and whenever in the City's reasonable judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

c. The City shall restore or cause to be restored the Easement Area to substantially the same condition as practical in the event the Facilities require maintenance, repair, replacement and/or removal for whatever reason.

3. Notice of Work. The City shall provide Grantor written notice at least thirty (30) days prior to commencing any scheduled work in the Easement Area. The City will immediately notify the Grantor of any emergency work to be performed in the Easement Area for which a thirty (30) day advance notice is not possible. Written notices shall be directed to:

Construction Department
Harkins Phoenix Cinemas, L.L.C.
7511 East McDonald Drive
Scottsdale, Arizona 85250

Immediate notification of emergency work shall be directed to:

Construction Department
Harkins Phoenix Cinemas, L.L.C.
Phone: (480) 627-7777
Facsimile: (480) 443-0950

And to: General Manager
Harkins Gateway Pavilions Theatre
Phone: (623) 478-9411
Facsimile: (623) 478-9311

Grantor may revise this notice information by written request to City.

4. Indemnification. The City shall indemnify and hold Grantor harmless from any and all damages, costs, expenses, attorney fees, claims or liabilities arising from or relating to the use of the Easement Area by City, its successors in interest, assigns, agents, employees, visitors or invitees.

5. Liens and Encumbrances. The City represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with City's construction of improvements on the Easement Area or the use by City of the Easement Area.

6. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the parties hereto.

7. Attorneys' Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

8. Additional Easements. Nothing contained in this Agreement shall prohibit Grantor from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area to others including, without limitation, the owners of properties which abut the Easement Area or to government or quasi-governmental agencies, provided however, that no such additional rights or easement shall impair the City's use of the Easement herein granted.

9. Entire Agreement. This instrument contains the entire agreement between the parties relating to City's use of the Easement for Facility installation, operation and maintenance. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

10. Cancellation by City. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511 at which time, the Easement shall revert back to the owner.

[SIGNATURES ON FOLLOWING PAGES]

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

ACCEPTED BY:

"Grantor"

HARKINS PHOENIX CINEMAS, L.L.C., an Arizona limited liability company

By: Harkins Enterprises, Inc., Manager

By:_____
Daniel E. Harkins, CEO

"City"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENTS)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me on August 13, 2009, by Daniel E. Harkins, as CEO of Harkins Enterprises, Inc., an Arizona corporation, as Manager of HARKINS PHOENIX CINEMAS, L.L.C., an Arizona limited liability company, on behalf of such company.

M. STEWART
Notary Public - Arizona
Maricopa County
Expires 04/30/10

M Stewart / M. Carpenter
Notary Public in and for the State of Arizona

My Commission Expires:

4/30/2010

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by Charles P. McClendon, as City Manager of the CITY OF AVONDALE, an Arizona municipal corporation on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

921191.3

EXHIBIT A
TO
WATERLINE EASEMENT AGREEMENT

[Legal description and map of Easement Area]

See following pages.

A.P.N. 102-32-010
WATERLINE EASEMENT

All that part of Lot Number One (1) of GATEWAY PAVILIONS, a subdivision as recorded in Book 633 of Maps, Page 09, Records of Maricopa County, Arizona, located in the South half of the Southeast Quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said Lot-1, said point being on the East right-of-way line of 103rd Avenue and 40.00 feet East of the centerline of said 103rd Avenue;

THENCE South 01 degrees 03 minutes 42 seconds East a distance of 78.25 feet along the West line of Said Lot-1 to the POINT OF BEGINNING;

THENCE departing said Lot line, North 88 degrees 56 minutes 18 seconds East a distance of 180.94 feet;

THENCE North 87 degrees 35 minutes 38 seconds East a distance of 649.32 feet to a point on the East line of said Lot-1;

THENCE South 02 degrees 24 minutes 22 seconds East a distance of 10.00 feet along said Lot line;

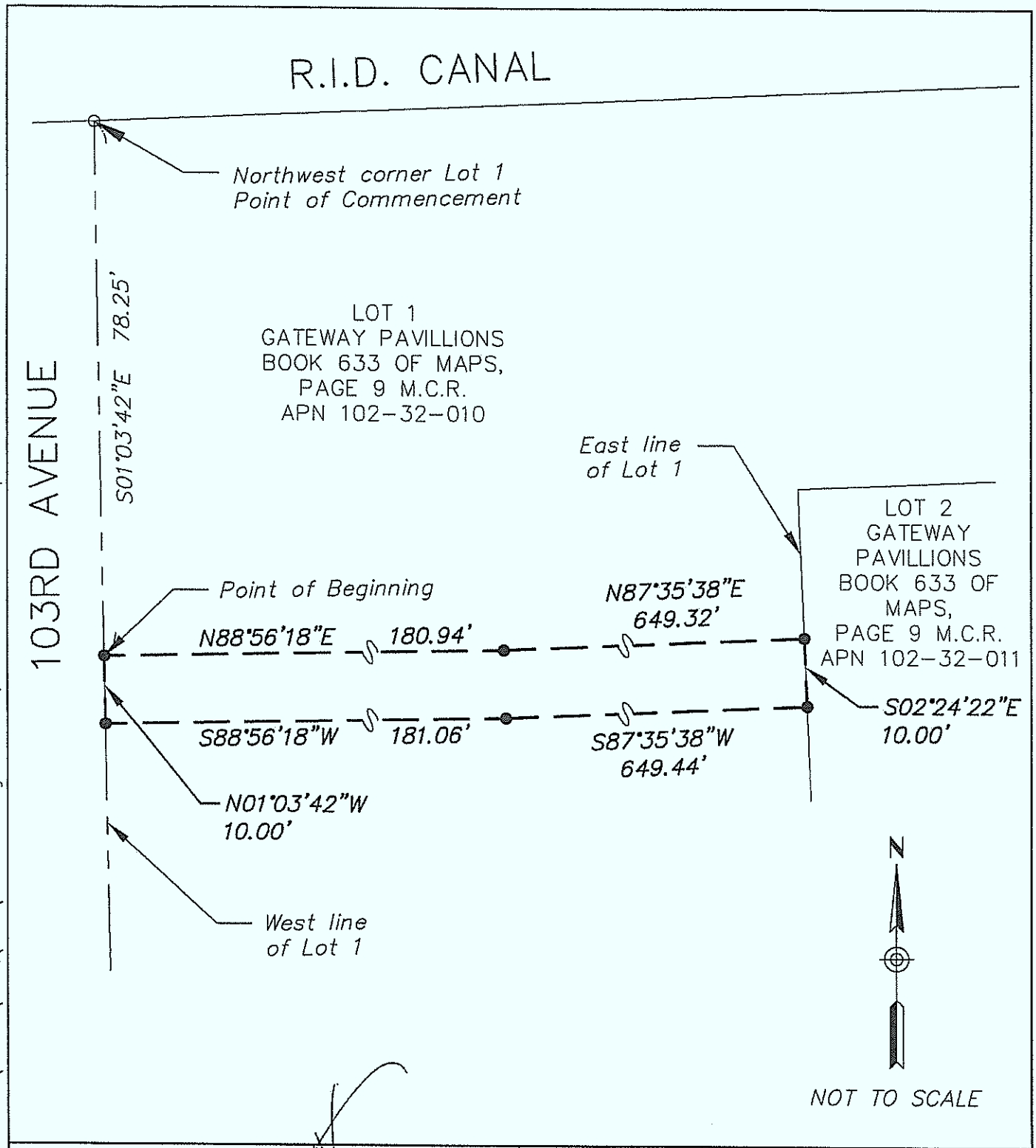
THENCE departing said Lot line, South 87 degrees 35 minutes 38 seconds West a distance of 649.44 feet;

THENCE South 88 degrees 56 minutes 18 seconds West a distance of 181.06 feet to a point on the West line of said LOT-1;

THENCE North 01 degrees 03 minutes 42 seconds West a distance of 10.00 feet along the West line of said Lot-1 to the POINT OF BEGINNING;

Containing a computed area of 8,034 square feet, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH O. SHIPLEY
Date Signed 12-21-06
ARIZONA, U.S.A.



DIBBLE & ASSOCIATES
CONSULTING ENGINEERS
Since 1962

DIBBLE & ASSOCIATES
PROJECT NO. 10-0644

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH
O. SHIPLEY
Date Signed 12-27-06
ARIZONA, U.S.A.

A.PN. 102-32-010
WATERLINE EASEMENT

DATE: December 2006
DSN:
DRN. JLD
CHK: RB/KOS

PROJECT NUMBER
--

PAGE
2 OF 2

FILE:V:\Survey\JOBS\2006\10-0644\SURVEY\DWGS\ACAD\0644EXHBT.dwg DATE:Dec, 27 2006 TIME: 03:03 pm

UTILITY EASEMENT

THIS UTILITY EASEMENT is entered into _____, 2009, by and between INLAND WESTERN AVONDALE MCDOWELL, L.L.C., a Delaware limited liability company, whose mailing address is 2901 Butterfield Road, Oakbrook, Illinois 60523 ("Grantor"), and the CITY OF AVONDALE, an Arizona municipal corporation, whose address is 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract or parcel of land situated in the City of Avondale, County of Maricopa, State of Arizona, more particularly described in Exhibit A attached hereto and made a part hereof ("Grantor Tract") and Grantee is the provider of water utility service for the City and County in which the Grantor Tract is located; and,

WHEREAS, Grantee has requested from Grantor and Grantor is desirous of granting to Grantee, a nonexclusive easement for the emplacement of a water utility pipeline as depicted on the plan attached hereto and marked Exhibit B ("Easement Area"); and,

NOW THEREFORE, in consideration of one dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, and convey to Grantee a nonexclusive easement for a water utility line (the "Water Utility Pipeline") across and under those identified portions of Grantor Tract, hereinafter referred to as the Easement Area as shown on the attached Exhibit B, subject to the following terms and conditions to which the parties hereto do hereby agree:

1. Easement for Water Utility Pipeline. Grantor hereby grants to Grantee a nonexclusive easement for a Water Utility Pipeline that may be needed for making underground utility connections for water utility purposes, with full authority to excavate, construct, and maintain said Water Utility Pipeline across and under the Easement Area. Grantee agrees to repair any damage caused to the Grantor Tract that is a direct result of the acts or negligence of Grantee, its customers, employees, invitees, or contractors in installing, extending, maintaining, removing, or repairing the Water Utility Pipeline. In the exercise of such rights, Grantee shall not take or cause to be taken any action which would constitute a material change to the original civil engineering plan for the Grantor Tract and Grantee shall use reasonable efforts to minimize to the extent reasonably practicable any damage to or interference with the use and enjoyment of the Grantor Tract or of any business conducted thereon. Grantee shall exercise its rights to construct and maintain the Water Utility Pipeline in such a manner that will cause minimal disruption to the on-going business operation of Grantor. Grantee also agrees not to disrupt Grantor's use of the Grantor Tract during Grantee's construction of the Water Utility Pipeline on or in the Easement Area.

2. Use. Grantee, through its officers, employees, and agents, shall have the right to enter upon the Grantor Tract and the area adjacent thereto in such a manner and at such times from the date hereof as may be reasonably necessary for the purpose of constructing, building, laying, patrolling, replacing, and maintaining the Water Utility Pipeline on or in the Easement Area, including such repairs, replacements, and removals as may be from time to time required. Said right shall be perpetual, but in the event Grantee ceases to use, maintain, and/or repair the Water Utility Pipeline continuously for a period of one (1) year, then, upon Grantee's receipt of written request from Grantor, Grantee shall remove the Water Utility Pipeline and any appurtenances installed in or on the Easement Area and the same shall be removed by Grantee within a commercially reasonable time. Any part of the Water Utility Pipeline that is

placed underground shall be buried not less than thirty (30) inches below the natural surface of the ground.

3. Maintenance.

(a) Grantee shall restore the surface of the Easement Area to its original condition immediately following any of Grantee's permitted activities within the Easement Area so that Grantor, its successors and assigns, shall have the free and unobstructed use thereof, subject to the rights of Grantee herein provided. Grantee will make no unreasonable interference with such use of the surface of said lands by Grantor, its successors and assigns.

(b) Grantee, upon the initial installation of the Water Utility Pipeline, and upon each and every occasion that the same is repaired, maintained, or removed, shall restore the Easement Area and the Grantor Tract, and any such buildings or improvements disturbed thereon, to a condition as they were prior to any such installation or work, including the restoration of any topsoil.

(c) If, in an emergency, it shall become necessary for Grantor to promptly make any repairs to the Water Utility Pipeline that otherwise would have been the responsibility of Grantee, or if Grantee shall fail to adequately maintain the Easement Area as provided herein, then Grantor, at its sole option, but not obligation, may proceed forthwith to have the repairs made and pay the cost thereof, and to receive reimbursement therefor from Grantee within thirty (30) days after a written request for same. In such instances, Grantor shall provide Grantee with oral notification of its intention to make such repairs or the occurrence of such repairs, at the earliest practicable time given the nature and extent of the emergency.

4. Indemnification and Insurance.

(a) Grantor, its successors and assigns, will not be responsible for damage by others to the Water Utility Pipeline. Grantee shall, to the extent permissible by law, indemnify, defend, and hold harmless Grantor from any damages or liability to persons or property that might arise from the use, construction, removal, operation, or maintenance of the Easement Area and the Water Utility Pipeline by Grantee, its agents, employees, contractors, or anyone authorized by Grantee.

(b) Grantee will carry and keep in force, at its own expense, Commercial General Liability insurance with companies that do business in the State of Arizona, in an amount not less than $2,000,000.00 single limited personal injury and property damage; and $2,000,000.00 combined personal injury and property damage. All policies of insurance shall be considered primary of any existing, similar insurance carried by Grantor. Grantee shall furnish Grantor with a Certificate of Insurance upon written request which shows Grantor named thereon as an additional insured. In the alternative, Grantee may self-insure for the amounts required herein upon Grantee's receipt of Grantor's consent to Grantee's request to do so. Grantor's consent will not be unreasonably withheld.

5. Hazardous Waste. Grantee (hereafter the indemnifying party), its successors and assigns, shall, to the extent permissible by law, indemnify, defend and hold harmless Grantor from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs including, without limitation, reasonable attorney's fees, of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Grantor, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any "Hazardous Substance" and/or "Hazardous Material" (as those terms may be defined in the acts recited below) resulting from the operations of Grantee upon or under any parcel of land owned by Grantor including

without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act (and any and all amendments to the above-referenced acts), any so called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any such Hazardous Substance and/or Hazardous Material.

6. Duration. The agreement contained herein and the rights granted hereby are subject to the consent of Grantor's lender, shall run with the land, and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sublessees, and assigns; subject, however, to the provisions of Paragraph 2 herein above.

7. Relocation.

(a) Grantor reserves the right to modify or relocate the Water Utility Pipeline and associated easements and appurtenances, at the expense of Grantor, provided any such modification or relocation does not prevent adequate delivery of such water utility services.

(b) In case of the opening of a public road or street to or upon the Grantor Tract, then any portion of the Water Utility Pipeline interfering with the proper construction and maintenance of such road or street shall be adjusted accordingly by Grantee, at its expense, so as not to interfere with such road or street or Grantor's business operations.

8. Headings. The headings of the paragraph contained herein are intended for reference purposes only and shall not be used to interpret the agreement contained herein or the rights granted hereby.

9. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument on the date first set forth above.

[SIGNATURES ON FOLLOWING PAGES]

GRANTOR:

INLAND WESTERN AVONDALE MCDOWELL,
L.L.C., Delaware limited liability company
By: Inland Western Retail Real EstateTrust, Inc.,
a Maryland corporation, its sole member

WITNESS:

By: _____

Title: Ann M. Sharp
Assistant Secretary

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) §
COUNTY OF DUPAGE)

On this 8th day of May, 2009, before me, the undersigned notary public, personally appeared Ann M. Sharp to me personally known, who, being by me duly sworn, and as the Asst. Secretary of Inland Western Retail Real Estate Trust, Inc; a Maryland corporation, acknowledges that said instrument was signed and sealed on behalf of said corporation as its free act and deed.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the 8th day of May, 2009.

_____
NOTARY PUBLIC

OFFICIAL SEAL
LAURA A DAVID
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/28/12

My Commission Expires:

_____

923930.3

GRANTEE:

CITY OF AVONDALE, an Arizona
municipal corporation

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by Charles P. McClendon, as City Manager of the CITY OF AVONDALE, an Arizona municipal corporation on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
UTILITY EASEMENT AGREEMENT

[Grantor Tract]

See following pages.

FINAL PLAT
OF
GATEWAY PAVILIONS

A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

KNOW ALL MEN BY THESE PRESENTS: THAT HARKINS PHOENIX CINEMAS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, GATEWAY PAVILIONS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, COSTCO WHOLESALE CORPORATION, A WASHINGTON CORPORATION AND BANK OF AMERICA, NATIONAL ASSOCIATION, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME OF "GATEWAY PAVILIONS", A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND HEREBY PUBLISHES THIS PLAT OF SAID "GATEWAY PAVILIONS" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS AND BOUNDARIES OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING THE SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME THAT IS GIVEN EACH RESPECTIVELY ON SAID PLAT AND THAT HARKINS PHOENIX CINEMAS, L.L.C., GATEWAY PAVILIONS, L.L.C. AND COSTCO WHOLESALE 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 DESIGNATED PREMISES.

IN WITNESS WHEREOF, HARKINS PHOENIX CINEMAS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS CAUSED ITS NAME TO BE SIGNED AND ITS SEAL AFFIXED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS ___ DAY OF _____, 2003.

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME THIS 21st DAY OF January, 2003, PERSONALLY APPEARED _____ AND ACKNOWLEDGED ___ HELF TO BE Executive Vice President OF HARKINS PHOENIX CINEMAS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND THAT HE AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY, AS OWNER.

_____
NOTARY PUBLIC

October 25, 2003
MY COMMISSION EXPIRES

IN WITNESS WHEREOF, GATEWAY PAVILIONS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS CAUSED ITS NAME TO BE SIGNED AND ITS SEAL AFFIXED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS 17th DAY OF January, 2003.

BY: Richard Development Company, its managing member

_____

ITS: Vice President

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME THIS 17 DAY OF January, 2003, PERSONALLY APPEARED _____ AND ACKNOWLEDGED ___ HELF TO BE Vice President of Richard Development Co. OF GATEWAY PAVILIONS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND THAT HE AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY, AS OWNER.

_____
NOTARY PUBLIC

Nov. 28, 2006
MY COMMISSION EXPIRES

IN WITNESS WHEREOF, COSTCO WHOLESALE CORPORATION, L.L.C., A WASHINGTON CORPORATION, AS OWNER, HAS CAUSED ITS NAME TO BE SIGNED AND ITS SEAL AFFIXED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS ___ DAY OF _____, 2003.

BY: _____

ITS: Vice President

ACKNOWLEDGEMENT

STATE OF Washington }
COUNTY OF King } S.S.

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME THIS 12 DAY OF Feb., 2003, PERSONALLY APPEARED _____ AND ACKNOWLEDGED HELF TO BE VP Real Est. OF COSTCO WHOLESALE CORPORATION, A WASHINGTON CORPORATION AND THAT HE AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION, AS OWNER.

_____
NOTARY PUBLIC

10.9.03
MY COMMISSION EXPIRES

IN WITNESS WHEREOF, BANK OF AMERICA, NATIONAL ASSOCIATION, AS OWNER, HAS CAUSED ITS NAME TO BE SIGNED AND ITS SEAL AFFIXED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS 16 DAY OF January, 2003.

BY: _____

ITS: Vice President

ACKNOWLEDGEMENT

STATE OF Arizona }
COUNTY OF Maricopa } S.S.

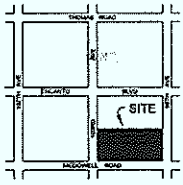
KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME THIS 16 DAY OF January, 2003, PERSONALLY APPEARED Charles J. Barnard AND ACKNOWLEDGED HERELF TO BE Vice President OF BANK OF AMERICA, NATIONAL ASSOCIATION AND THAT HE AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE ASSOCIATION, AS OWNER.

_____
NOTARY PUBLIC

12-12-03
MY COMMISSION EXPIRES

BOOK 633 PAGE 9
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2003-0530603



VICINITY MAP
SCALE: NONE

OWNERS/DEVELOPERS

HARKINS PHOENIX CINEMAS, L.L.C.
520 HARKINS THEATRES
7500 E. MCDOWELL DR.
SCOTTSDALE AZ. 85256
480-423-2722
ATTN: MIKE BOWERS

GATEWAY PAVILIONS, L.L.C.
540 MITCHELL DEVELOPMENT CO.
17012 E. MICHIGAN
SUITE 100
PHOENIX AZ. 85040
602-294-4413
ATTN: TOM MONTIPE

COSTCO WHOLESALE CORPORATION
999 LAKE DRIVE
ISSAQUAH, WA 98027
ATTN: V. ANTHONY LAWN

BANK OF AMERICA
201 E. WASHINGTON ST.
10TH FLOOR
PHOENIX AZ. 85004
ATTN: CHARLES BARNARD

NOTE

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF AVONDALE'S WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY. UNDER A.R.S. 45-577.

2. ALL UTILITY ARE TO BE IN VALLEY UNDERGROUND, EXCEPT THOSE ELECTRIC LINES ADOPTED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER U-48.

3. CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO PUBLIC UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE TYPE FENCING.

4. ALL LOT CORNERS TO BE SET WITH A 1/2" REBAR AND CAP WITH THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT. THE LOT CORNERS TO BE SET AT THE COMPLETION OF CONSTRUCTION FOR THE INITIAL DEVELOPMENT ASSOCIATED WITH THIS PLAT.

5. THE MAINTENANCE OF THE LANDSCAPE AREAS WITHIN THE RIGHT-OF-WAY WILL BE THE RESPONSIBILITY OF THE ADJACENT LOT OWNER / OWNERS.

6. ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT (CONSTRUCT BLANKET EASEMENT AGREEMENT FOR PARKING, ACCESS, DRAINAGE, ENCROACHMENTS AND UTILITIES, AS RECORDED IN DOCUMENT NO. 2002-0121435, RECORDS OF MARICOPA COUNTY, ARIZONA.

7. THE CITY OF AVONDALE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES, LANDSCAPED AREAS OR LANDSCAPED TRACTS WITHIN THIS SUBDIVISION.

8. NO ALTERATION SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.

9. 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.

10. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING THE 100-YEAR, 2-HOUR STORM WITHIN 36 HOURS. OWNERS OF ANY BASIN FAILING TO MEET THIS REQUIREMENT MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.

BASIS OF BEARINGS

S 89° 56' 56" W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, T2N, R1E OF THE GASRBM, MARICOPA COUNTY, ARIZONA, BASED ON A.L.T.A. SURVEY PREPARED BY CMX GROUP INC., JOB NO. 1014.01, PROVIDED BY CLIENT.

APPROVALS

APPROVED BY THE CITY COUNCIL OF AVONDALE ARIZONA, THIS 16 DAY OF December, 2002.

_____ ATTEST BY: _____
MAYOR CITY CLERK

_____ 4/23/03
CITY ENGINEER

CERTIFICATE OF SURVEY

I, RICHARD B. TABOR HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THE MAP CONSISTING OF TWO (2) SHEETS, IS CORRECT AND ACCURATE, AND REPRESENTS A SURVEY CONDUCTED UNDER MY SUPERVISION DURING THE MONTHS OF JANUARY, 2002, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ 1-15-05
REGISTERED LAND SURVEYOR (FIRM) DATE

FIELD SURVEY BY:

GILBERTSON ASSOCIATES, INC
15414 N. 27TH STREET
SCOTTSDALE, ARIZONA 85260-1761
480-607-2344

GATEWAY PAVILIONS			
FINAL PLAT			
DC'D:	DRN: JS	CKD: JK	DATE: JAN. 2003

NORMAN ENGINEERING GROUP, INC.

SCALE: NONE
JOB NO.: 1030

SHEET 1 OF 2

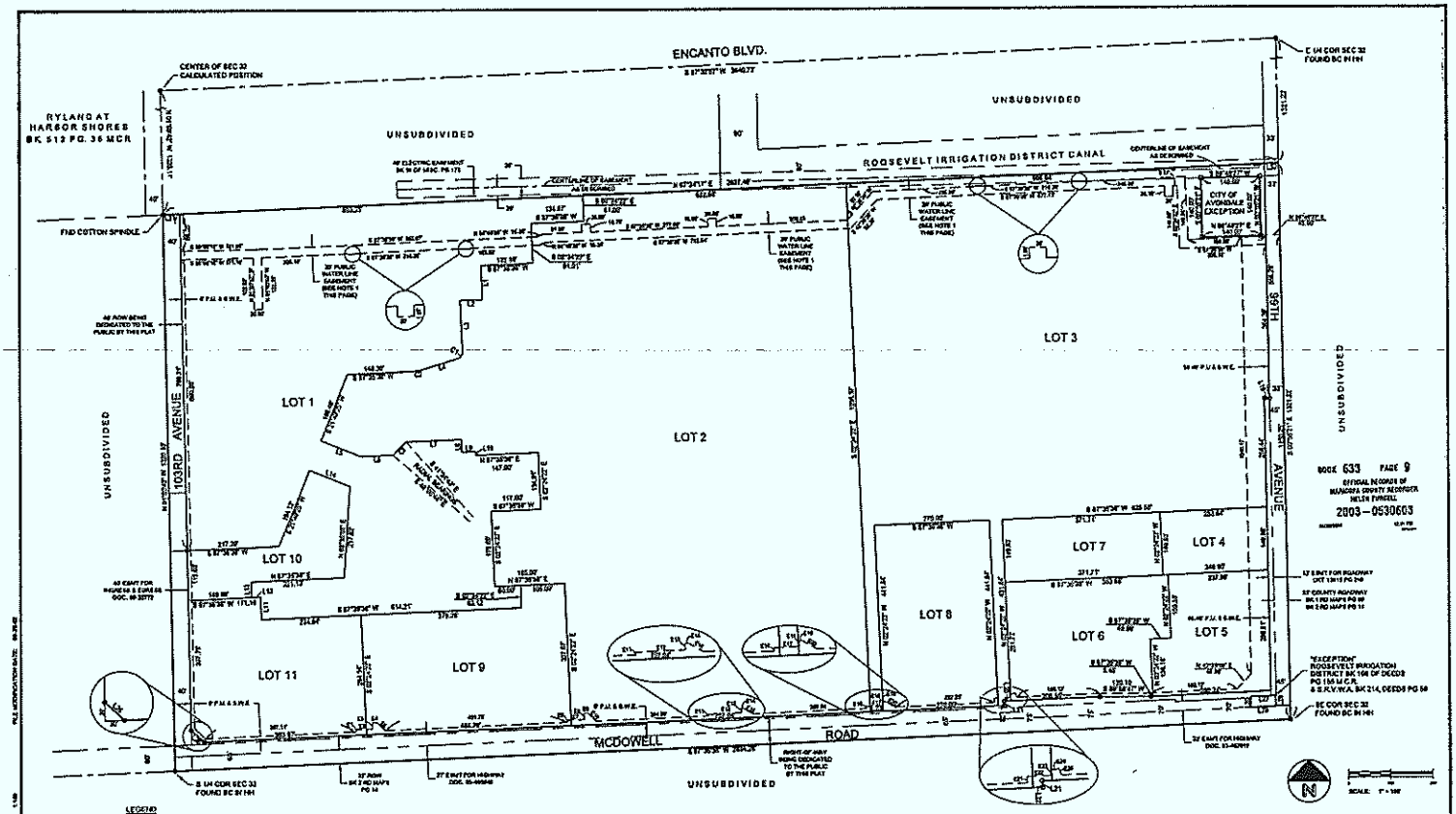

ENCANTO BLVD.
CENTER OF SEC 33 CALCULATED POSITION
RYLAND AT HARBOR SHORES BK 512 PG. 36 MCR
UNSUBDIVIDED
ROOSEVELT IRRIGATION DISTRICT CANAL
CITY OF AVONDALE EXCEPTION
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
103RD AVENUE
99TH AVENUE
McDOWELL ROAD
BOOK 633 PAGE 9
2003-0530603
GATEWAY PAVILIONS
FINAL PLAT
NORMAN ENGINEERING GROUP, INC.
SHEET 2 OF 2

EXHIBIT B
TO
UTILITY EASEMENT AGREEMENT

[Easement Area]

See following pages.

A.P.N. 102-32-011
WATERLINE EASEMENT

All that part of Lot Number Two (2) of GATEWAY PAVILIONS, a subdivision as recorded in Book 633 of Maps, Page 09, Records of Maricopa County, Arizona, located in the South half of the Southeast Quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of Lot-1 of said GATEWAY PAVILIONS, said point being on the East right-of-way line of 103rd Avenue and 40.00 feet East of the centerline of said 103rd Avenue;

THENCE South 01 degrees 03 minutes 42 seconds East a distance of 78.25 feet along the West line of Said Lot-1;

THENCE departing said Lot line, North 88 degrees 56 minutes 18 seconds East a distance of 180.94 feet;

THENCE North 87 degrees 35 minutes 38 seconds East a distance of 649.32 feet to a point on the West line of said Lot-2 and the POINT OF BEGINNING;

THENCE North 87 degrees 35 minutes 38 seconds East a distance of 11.21 feet;

THENCE North 64 degrees 45 minutes 38 seconds East a distance of 15.35 feet;

THENCE North 87 degrees 35 minutes 38 seconds East a distance of 694.95 feet;

THENCE North 42 degrees 35 minutes 38 seconds East a distance of 38.39 feet to a point on the East line of said Lot-2;

THENCE South 02 degrees 24 minutes 22 seconds East a distance of 35.36 feet along the East line of said Lot-2;

THENCE departing said Lot line, South 42 degrees 35 minutes 38 seconds West a distance of 2.54 feet;

THENCE South 87 degrees 35 minutes 38 seconds West a distance of 718.29 feet;

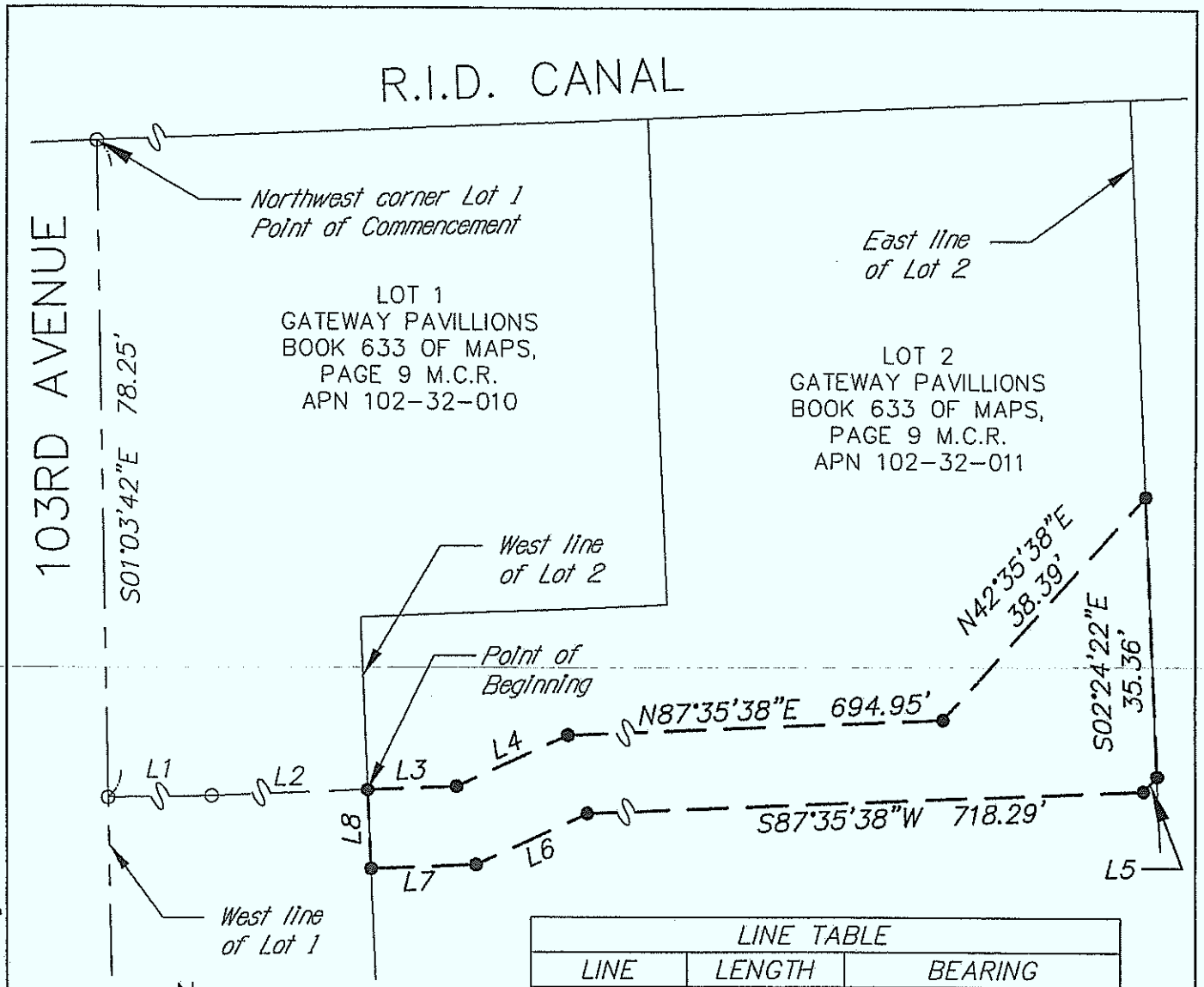
THENCE South 64 degrees 45 minutes 38 seconds West a distance of 15.35 feet;

THENCE South 87 degrees 35 minutes 38 seconds West a distance of 13.23 feet to a point on the West line of said Lot-2;

THENCE North 02 degrees 24 minutes 22 seconds West a distance of 10.00 feet along the West line of said Lot-2 to the POINT OF BEGINNING.

Containing a computed area of 7,854 square feet, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH O.
SHIPLEY
Date Signed 12-21-06
ARIZONA, U.S.A.



NOT TO SCALE

LINE TABLE		
LINE	LENGTH	BEARING
L1	180.94	N88°56'18"E
L2	649.32	N87°35'38"E
L3	11.21	N87°35'38"E
L4	15.35	N64°45'38"E
L5	2.54	S42°35'38"W
L6	15.35	S64°45'38"W
L7	13.23	S87°35'38"W
L8	10.00	N02°24'22"W

DIBBLE & ASSOCIATES
CONSULTING ENGINEERS
Since 1962

DIBBLE & ASSOCIATES
PROJECT NO. 10-0644

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH
O. SHIPLEY
Date Signed 12/21/06
ARIZONA, U.S.A.

A.P.N. 102-32-011
WATERLINE EASEMENT

DATE: December 2006
DSN:
DRN. JLD
CHK: RB/KOS

PROJECT NUMBER
--

PAGE
2 OF 2

FILE:V:\Survey\JOBS\2006\10-0644\SURVEY\DWGS\ACAD\0644EXHBT.dwg DATE:Dec, 29 2006 TIME: 11:25 am

When Recorded Mail To:

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

WATERLINE EASEMENT AGREEMENT

GRANTOR: Bodner Avondale I, LLC, an Arizona limited liability company

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

THIS WATERLINE EASEMENT AGREEMENT (this "Agreement") is entered into ___ February 18, 2009, by and between the City and Grantor for the purposes set forth below.

RECITALS

A. The Grantor is the record owner of certain real property at the location described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area").

B. The City and Grantor desire to enter into this Agreement for Grantor to grant to the City a non-exclusive, continuous and perpetual easement (the "Easement") over the Easement Area, for purposes of installing, operating, inspecting, maintaining, repairing, replacing or removing underground water facilities (the "Facilities") as more particularly described herein.

AGREEMENT

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

1. Grant of Easement. Grantor hereby grants, sells and conveys the Easement to the City for the purpose of constructing, repairing, reconstructing, operating, maintaining and using the Facilities within the Easement Area.

2. Maintenance of the Easement. Grantor shall not maintain the Easement Area in a manner that impairs the ability or capacity of the City to fully utilize the Easement.

a. Grantor shall not install or construct, or permit to be installed or constructed, any building, structure, utility or other facility, except for private drives as approved by the City, nor shall Grantor drill any well, plant any trees, store materials of any kind, or alter ground level by cut or fill, within the limits of the Easement Area, without the prior, written

consent of the City; provided however, that such consent of the City shall not be unreasonably withheld, conditioned or delayed.

b. The City shall allow reasonable, typical landscaping within the Easement Area including shrubs, groundcover and decomposed granite except in a ten-foot clear zone around any fire hydrants or water valve locations. The City shall have the right but not the obligation to trim, cut or remove or cause to be trimmed, cut or removed any brush or other vegetation on the Easement Area that obstruct or hinder access to the Easement Area, and whenever in the City's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

c. The City shall restore or cause to be restored the Easement Area to substantially the same condition as practical in the event the Facilities require maintenance, repair, replacement and/or removal for whatever reason.

3. Indemnification. The City shall indemnify and hold Grantor harmless from any and all damages, costs, expenses, attorney fees, claims or liabilities arising from or relating to the use of the Easement Area by City, its successors in interest, assigns, agents, employees, visitors or invitees.

4. No Assignment. The City shall have no right or authority to assign, in whole or in part, any of its rights or obligations under this Agreement, or any portion of this Agreement to any third party without the prior written consent of Grantor, which consent may be given or withheld in Grantor's sole discretion.

5. Liens and Encumbrances. The City represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with City's construction of improvements on the Easement Area or the use by City of the Easement Area.

6. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the parties hereto.

7. Attorneys' Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

8. Additional Easements. Nothing contained in this Agreement shall prohibit Grantor from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area to the owners of properties which abut the Easement Area or to government or quasi-governmental agencies, provided however, that no such additional rights or easement shall impair the City's use of the Easement herein granted.

9. Entire Agreement. This instrument contains the entire agreement between the parties relating to City's use of the Easement for Facility installation, operation and maintenance.

Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

10. Cancellation by City. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511 at which time, the Easement shall revert back to the owner.

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

ACCEPTED BY:

"Grantor"

BODNER AVONDALE I, LLC, an Arizona limited liability company

By:_____
Bruce Bodner, Manager

"City"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on February 18, 2009, by Bruce Bodner, Manager of BODNER AVONDALE I, LLC, an Arizona limited liability company, on behalf of such company.

Notary Public in and for the ~~State~~ of ARIZONA

My Commission Expires:

RICHARD CHAD DAY
Notary Public, State of Arizona
Maricopa County
My Commission Expires
January 13, 2013

JANUARY 13, 2013

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by Marie Lopez Rogers, as Mayor of the CITY OF AVONDALE, an Arizona municipal corporation on behalf of the corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

924026.2

EXHIBIT A
TO
WATERLINE EASEMENT AGREEMENT

[Legal description and map of Easement Area]

See following pages.

11-10-08 LS
Legal Description102-32-003E.doc
Project: Well 24

LEGAL DESCRIPTION
WATERLINE EASEMENT
APN I02-32-003E

All that part of the Northeast Quarter of the Southeast Quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast comer of said Section 32 bearing South 00 degrees 55 minutes 21 seconds East a distance of 2642.44 feet from the East Quarter comer of said Section 32;

THENCE North 00 degrees 55 minutes 21 seconds West a distance of 1411.25 feet along the East line of Said Section 32;

THENCE departing said Section line, South 87 degrees 34 minutes 17 seconds West a distance of 1008.85 feet along the North right-of-way line of RID Canal being parallel to and 90.00 feet North of the South line of the Northeast Quarter of the Southeast Quarter of said Section 32;

THENCE departing said right-of-way line, North 00 degrees 59 minutes 31 seconds West a distance of 20.01 feet to the POINT OF BEGINNING;

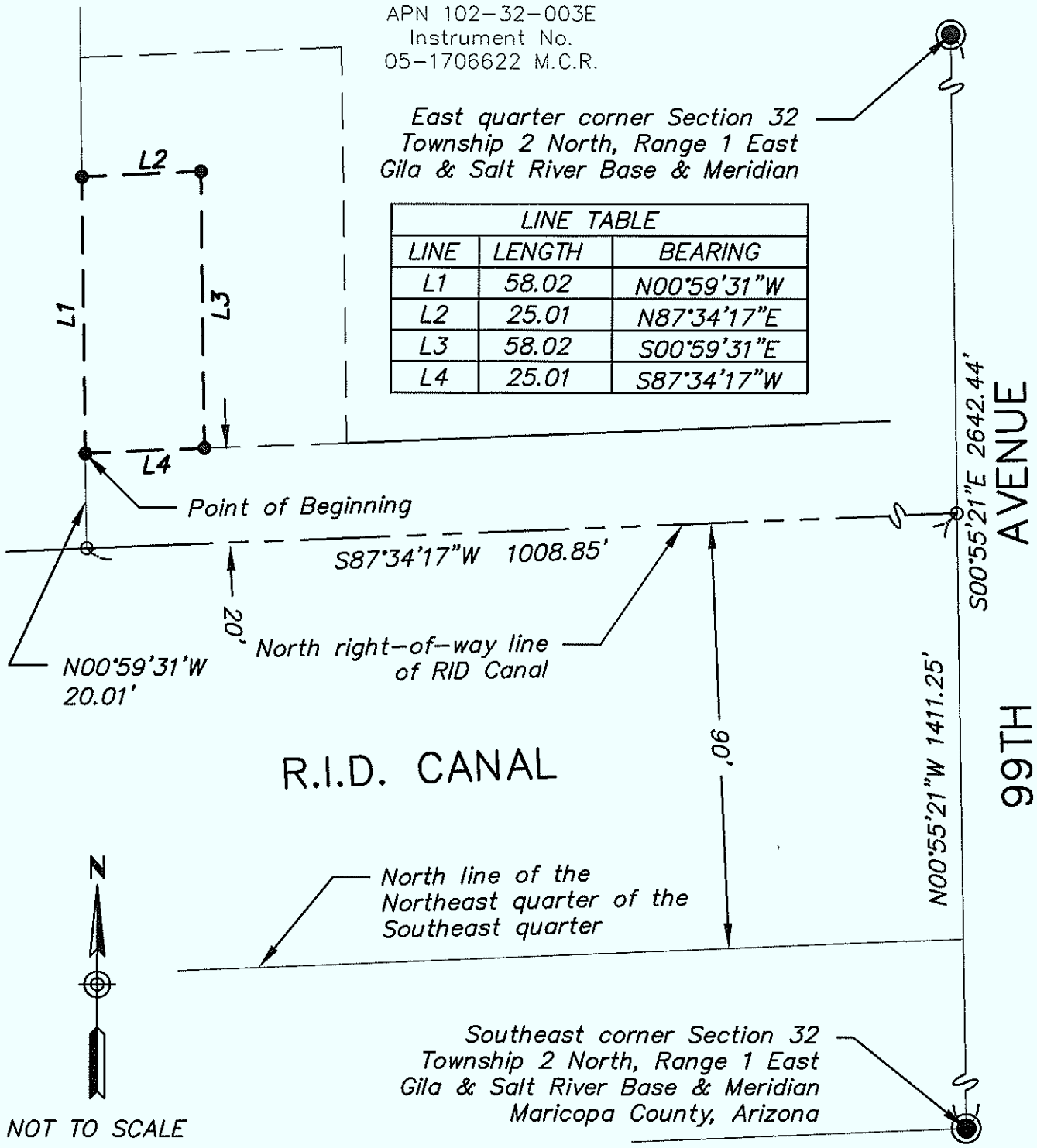
THENCE North 00 degrees 59 minutes 31 seconds West a distance of 58.02 feet along the West line of property described in Instrument 20051706622, Official Records of Maricopa County, Arizona;

THENCE departing said property line, North 87 degrees 34 minutes 17 seconds East a distance of 25.01 feet;

THENCE South 00 degrees 59 minutes 31 seconds East a distance of 58.02 feet to a point being 20.00 feet North of the North right-of-way line of said RID Canal;

THENCE South 87 degrees 34 minutes 17 seconds West a distance of 25.01 feet to the POINT OF BEGINNING;

Containing a computed area of 1,451 square feet, more or less:



LINE TABLE		
LINE	LENGTH	BEARING
L1	58.02	N00°59'31"W
L2	25.01	N87°34'17"E
L3	58.02	S00°59'31"E
L4	25.01	S87°34'17"W

City of Avondale

WATER RESOURCES DIVISION

EXHIBIT MAP
A.PN. 102-32-003E
WATERLINE EASEMENT

DATE: 11-10-2008
DSN:
DRN. LS
CHK:

PROJECT NAME
WELL 24

PAGE
2 OF 2

When Recorded Mail To:

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

WATERLINE EASEMENT AGREEMENT

GRANTOR: Costco Wholesale Corporation, a Washington corporation

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

THIS WATERLINE EASEMENT AGREEMENT (this "Agreement") is entered into ___ APRIL 8 ___, 2009, by and between the City and Grantor for the purposes set forth below.

RECITALS

A. The Grantor is the record owner of certain real property at the location described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area").

B. The City and Grantor desire to enter into this Agreement for Grantor to grant to the City a non-exclusive, continuous and perpetual easement (the "Easement") over the Easement Area, for purposes of installing, operating, inspecting, maintaining, repairing, replacing or removing underground water facilities (the "Facilities") as more particularly described herein.

AGREEMENT

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

1. Grant of Easement. Grantor hereby grants, sells and conveys the Easement to the City for the purpose of constructing, repairing, reconstructing, operating, maintaining and using the Facilities within the Easement Area.

2. Coordination of Construction Activities. City shall coordinate the dates of the original installation construction work in the Easement with Grantor, and City shall provide Grantor with at least five (5) days prior written notice of its intent to enter upon the Easement to commence any such original installation construction activity.

3. Maintenance of the Easement. Grantor shall not maintain the Easement Area in a manner that impairs the ability or capacity of the City to fully utilize the Easement.

a. Grantor shall not install or construct, or permit to be installed or constructed, any building, structure, utility or other facility, except for private drives as approved by the City, nor shall Grantor drill any well, plant any trees, store materials of any kind, or alter ground level by cut or fill, within the limits of the Easement Area, without the prior, written consent of the City.

b. The City shall allow reasonable, typical landscaping within the Easement Area including shrubs, groundcover and decomposed granite except in a ten-foot clear zone around any fire hydrants or water valve locations. The City shall have the right but not the obligation to trim, cut or remove or cause to be trimmed, cut or removed any brush or other vegetation on the Easement Area that obstruct or hinder access to the Easement Area, and whenever in the City's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

c. The City shall restore or cause to be restored the Easement Area to substantially the same condition as practical in the event the Facilities require maintenance, repair, replacement and/or removal for whatever reason.

d. City shall not to allow any toxic, hazardous or petroleum products to be released, discharged or deposited onto the Grantor's Easement Area in connection with City's activities hereunder.

e. No portion of the Easement shall be used for construction staging or storage of materials or equipment other than those to be used in the Easement Area. At the end of each day of construction, the Easement Area shall be secured to prevent access by unauthorized persons.

4. Due Care and Diligence. City will use due care and diligence in the construction, installation, maintenance, repair or replacement of the Facilities and in the exercise of its rights hereunder, and it will at all times exercise its rights hereunder at such times and in such manner as approved by Grantor and as will not occasion (a) any interference with the business operations on Grantor's Property, (b) any interference with the customary access to or from Grantor's Property, or (c) any damage or injury to Grantor's Property, or to any lessees, sublessees, agents, employees or invitees of Grantor.

5. Indemnification. City covenants and agrees with Grantor, on behalf of itself or its contractors, successors and assigns, as the case may be, to the extent permitted by law, to indemnify, defend and to hold harmless Grantor, its successors and assigns, from any and all claims, liabilities and expenses which may be claimed or asserted against Grantor, its contractors, successors or assigns, or the Property, arising from the exercise by City of the rights and easements herein granted and conveyed, including, but without limitation, injury to any person or property, any mechanics' or materialmen's liens or claims of lien which may be asserted against Grantor as a result of City's exercise of the rights set forth herein.

6. Insurance. Upon execution of this instrument and during the term hereof, City shall maintain insurance in a form approved by Grantor evidencing that City and City's contractors and subcontractors have a policy of comprehensive general liability insurance, including a contractual liability endorsement covering City's obligations under Section 5 (Indemnification), and naming Grantor as additional insured, insuring City's activity upon, in or about the Easement Area against claims of bodily injury or death or property damage or loss with a combined single limit of not less than Two Million Dollars ($2,000,000). Such insurance policy shall be with a company reasonably approved by Grantor and shall provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days prior written notice to Grantor. City shall deliver to Grantor upon execution hereof and from time to time thereafter, certificates evidencing the existence and amounts of such policy. At least three (3) days prior to entry onto the Grantor's Property, City shall furnish Grantor with a certificate of such policies of insurance. Grantor shall be named as additional insured. All policies shall contain a waiver of insurers rights to subrogate against Grantor. Insurance policies maintained by City shall be primary. Policies maintained by Grantor shall be excess and noncontributory to policies maintained by City. The obligation to carry insurance shall not limit or modify any other obligations assumed by City hereunder, nor shall Grantor be under any duty to examine such certificate or to advise City in the event its insurance is not in compliance with this Agreement. All policies shall be placed with insurance carriers rated by AM Best at B+ VII or better, and such policy shall provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days' prior written notice to Grantor.

6. Assumption of Risk. City assumes all risks and liabilities arising out of City's entry onto and all activities performed on the Easement by City, its contractors, subcontractors, employees, agents or representatives.

7. Liens and Encumbrances. The City represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with City's construction of improvements on the Easement Area or the use by City of the Easement Area.

8. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the parties hereto.

9. Attorneys' Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

10. Additional Easements. Nothing contained in this Agreement shall prohibit Grantor from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area to the owners of properties which abut the Easement Area or to government or quasi-governmental agencies, provided however, that no such additional rights or easement shall impair the City's use of the Easement herein granted.

11. Entire Agreement. This instrument contains the entire agreement between the parties relating to City's use of the Easement for Facility installation, operation and maintenance. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

12. Cancellation by City. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511 at which time, the Easement shall revert back to the owner.

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

ACCEPTED BY:

"Grantor"

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By: Gail E. Tsuboi

Name: GAIL E. TSUBOI

Title: ASSISTANT SECRETARY

"City"

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

922920.3

(ACKNOWLEDGMENTS)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

This instrument was acknowledged before me on APRIL 8, 2009, by GAIL E. TSUBOI, ASSISTANT SECRETARY of COSTCO WHOLESALE CORPORATION, a Washington corporation, on behalf of such corporation.

RICK JERABEK
COMMISSION EXP.
NOTARY
PUBLIC
MAY 15, 2010
STATE OF WASHINGTON

Notary Public in and for the State of WASHINGTON

My Commission Expires:

MAY 15, 2010

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 200_, by Charles P. McClendon, as City Manager of the CITY OF AVONDALE, an Arizona municipal corporation on behalf of the corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

_____

922920.3

EXHIBIT A
TO
WATERLINE EASEMENT AGREEMENT

[Legal description and map of Easement Area]

See following pages.

A.P.N. 102-32-012
WATERLINE EASEMENT

All that part of Lot Number Three (3) of GATEWAY PAVILIONS, a subdivision as recorded in Book 633 of Maps, Page 09, Records of Maricopa County, Arizona, located in the South half of the Southeast Quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of Lot-1 of said GATEWAY PAVILIONS, said point being on the East right-of-way line of 103rd Avenue and 40.00 feet East of the centerline of said 103rd Avenue;

THENCE South 01 degrees 03 minutes 42 seconds East a distance of 78.25 feet along the West line of Said Lot-1;

THENCE departing said Lot line, North 88 degrees 56 minutes 18 seconds East a distance of 180.94 feet;

THENCE North 87 degrees 35 minutes 38 seconds East a distance of 649.32 feet to a point on the East line of said Lot-1;

THENCE North 87 degrees 35 minutes 38 seconds East a distance of 11.21 feet;

THENCE North 64 degrees 45 minutes 38 seconds East a distance of 15.35 feet;

THENCE North 87 degrees 35 minutes 38 seconds East a distance of 694.95 feet;

THENCE North 42 degrees 35 minutes 38 seconds East a distance of 38.39 feet to a point on the West line of said Lot-3 and the POINT OF BEGINNING;

THENCE North 42 degrees 35 minutes 38 seconds East a distance of 34.68 feet;

THENCE North 02 degrees 27 minutes 02 seconds West a distance of 25.47 feet to a point on the North line of said Lot-3;

THENCE North 87 degrees 34 minutes 17 seconds East a distance of 20.00 feet along the North line of said Lot-3;

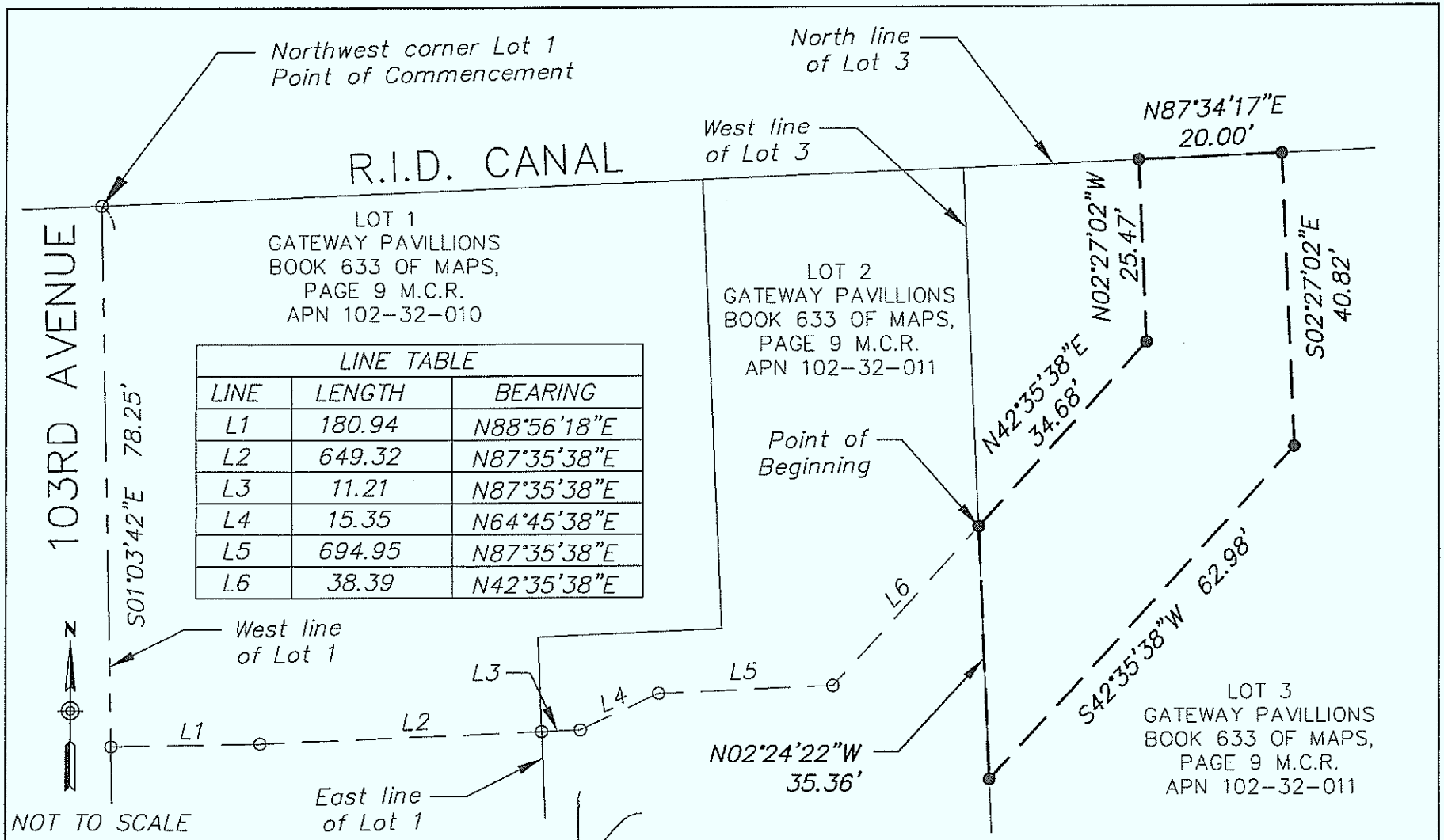
THENCE departing said Lot line, South 02 degrees 27 minutes 02 seconds East a distance of 40.82 feet;

THENCE South 42 degrees 35 minutes 38 seconds West a distance of 62.98 feet to a point on the West line of said Lot-3;

THENCE North 02 degrees 24 minutes 22 seconds West a distance of 35.36 feet along the West line of said Lot-3 to the POINT OF BEGINNING.

Containing a computed area of 1,884 square feet, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH D.
SHIPLEY
Date Signed 12/21/06
ARIZONA, U.S.A.



LINE TABLE		
LINE	LENGTH	BEARING
L1	180.94	N88°56'18"E
L2	649.32	N87°35'38"E
L3	11.21	N87°35'38"E
L4	15.35	N64°45'38"E
L5	694.95	N87°35'38"E
L6	38.39	N42°35'38"E

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PROJECT NO. 10-0644

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH
O. SHIPLEY
Date Signed 12/28/06
ARIZONA, U.S.A.

A.PN. 102-32-012
WATERLINE EASEMENT

DATE: December 2006
DSN:
DRN. JLD
CHK: RB/KOS

PROJECT NUMBER
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PAGE
2 OF 2

CITY COUNCIL REPORT

SUBJECT:
Northwest Public Safety Facility Update

MEETING DATE:
September 21, 2009

TO: Mayor and Council

FROM: Paul Adams

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To provide the Mayor and City Council an update on the Northwest Public Safety Facility construction project.

BACKGROUND:

In early 2008 design work began on an 18,000 square foot public safety facility to be located on the Estrella Mountain Community College (EMCC) Campus. The facility would house a fire station as part of an agreement with the City of Litchfield Park, a police substation, college classrooms and space for campus college public safety personnel.

The original budget for the project was $6,500,000. Land was to be contributed by EMCC and Litchfield Park was to contribute 50% (approximately $2.25 million) of the cost of the fire station portion of the project. The remaining funding was to come from the fire and police capital budgets.

The original time line was to have the project completed and ready to open in January 2010. Due to economic concerns and FY 2010 budget adjustments the project time line was delayed to open in January 2011. Subsequently Litchfield Park indicated that they would not presently be able to fund their portion of the capital or operating costs associated with the project and development impact fees were negatively impacted by the downturn in new construction permits.

In addition on July 13 Council considered whether or not to accept an $887,000 FEMA grant to assist in the hiring of 8 firefighters which would have been used to help staff a new fire station. At that time Council felt that it would not be prudent to accept the grant due to the grant match requirement and long term economic uncertainty. As a result of these economic impacts a decision was made at that same time to place the entire project on hold.

DISCUSSION:

Over the past few months staff has had conversations with the design group and contractor to determine if a modified construction plan could be developed that would allow the project to move forward. As a result of those conversations a proposed construction alternative has been developed and initial cost estimates indicate that, with the proposed modifications, the project could move forward and be within the currently available funding, with a goal of accomplishing as much of the original project as possible. The proposed modifications would include:

- Completion of the police and college portions of the project as finished space
- Completion of the fire portions of the project as shell space only
- Elimination of site work associated with the fire station
- Reduction of the originally proposed landscaping

The project would also include several pricing alternates including:

- police parking canopies
- parking walls and gates for the EMCC portion of the building
- entrance canopies
- briefing room partition, marker boards and projection screen

The current cost estimate for the revised project, excluding alternates, is $3,266,500 which includes:

- $2,600,000 for construction
- $160,150 for offsite improvements (water / sewer)
- $301,000 for IT equipment
- $110,350 for building permit / impact fees
- $95,000 for furniture, fixtures & equipment

The time line for the modified construction plan would be:

- Dec 7, 2009 - Council approval of GMP
- Jan 15, 2010 - Permits issued
- Feb 15, 2010 - Begin construction
- Nov 1, 2010 - Facility opening

Under this proposed alternative finishing the fire station interior would be delayed until a future date when additional capital funds and adequate operating funds to staff the facility become available. No additional police staffing will be necessary to open the police substation immediately.

BUDGETARY IMPACT:

Current budget available for this project is $3,295,803 in the police and fire capital improvement budgets. Additional funding in the amount of $110,000 - $120,000 will be provided by EMCC for sewer extension and parking with an additional $80,000 - $100,000 being provided by a proposed charter school to the north of the public safety facility for paving.

RECOMMENDATION:

This item is for information, discussion and staff direction only.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Naming of the Water Reclamation Facility

MEETING DATE:
September 21, 2009

TO: Mayor and Council

FROM: Sammi Curless, Assistant to the Mayor and Council (623)333-1613

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Vice Mayor Weise would like to discuss the naming of the City's expanded Water Reclamation Facility. Construction of the Water Reclamation Facility is scheduled to be compeleted in September or October of this year.

RECOMMENDATION:

Provide feedback and direction to staff as necessary.

ATTACHMENTS:

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- Policy

COMMUNITY RECREATION SERVICES
NAMING OF PARKS, RECREATION AND CULTURAL FACILITIES
POLICY

PROCEDURE:

1. The naming of all Parks, Recreation, and Cultural Facilities shall be coordinated and reviewed by the Parks and Recreation Advisory Board, who shall forward their recommendation to the City Council for approval.

2. Parks, Recreation, and Cultural Facilities may be named to describe the facility and/or geographical areas where they are located. A recognized name within a specific community is an acceptable means of identifying Parks, Recreation, and Cultural Facilities.

3. The use of commercial names shall not be used, unless a significant financial and/or land contribution is made to the City of Avondale.

4. Parks, Recreation, and Cultural Facilities may be named after something that is specifically unique to the City of Avondale, the Phoenix Valley or the Southwest. (i.e. desert flora and fauna, Native American and/or Hispanic descriptive terminology).

5. Parks, Recreation, and Cultural Facilities may be named after an organization or individual if one of the following criteria is met:

   a. If the property on which the facility is donated.
   b. If a significant financial contribution is made toward the development of the property or facility.
   c. If the organization or individual is acknowledged by the general public as a local or national hero.

6. Existing Parks, Recreation, and Cultural Facilities names may be changed, if properly justified and in compliance with the approved policy. Any facility name changes may be considered after a Public Hearing is conducted.

7. Parks, Recreation, and Cultural Facilities should be named prior to development to provide early identification.

8. The naming of parks, recreation, and cultural facilities should be done in conjunction with the community and/or neighborhood that it will serve. This may be accomplished through various means, as determined by staff, and may include contests, recommendations made by community organizations, and individuals.