



CITY COUNCIL AGENDA

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

REGULAR MEETING
October 5, 2009
7:00 PM

CALL TO ORDER BY MAYOR ROGERS
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. APPROVAL OF MINUTES

1. Work Session of September 21, 2009
2. Regular Meeting of September 21, 2009

b. SPECIAL EVENT LIQUOR LICENSE - RACEWAY ELKS - OKTOBERFEST FUNDRAISER

City Council will consider a request from Mr. Gary Bruce on behalf of Raceway Elks #2852 for a special event liquor license for an Oktoberfest event to be held on October 10, 2009 from 5:00 to 11:00 p.m. at the Masonic Temple located at 1015 N 8th Street in Avondale. The Council will take appropriate action.

c. DESIGNATION OF VOTING DELEGATES FOR NLC ANNUAL BUSINESS MEETING

City Council will designate a primary and an alternate voting delegate to represent Avondale at the National League of Cities' Annual Business Meeting to be held at the conclusion of the Congress of Cities in San Antonio, Texas on November 14, 2009. The Council will take appropriate action.

d. PROFESSIONAL SERVICES AGREEMENT- CLEAR CREEK AND ASSOCIATES- WELL 25

City Council will consider a request to approve a Professional Services Agreement with Clear Creek and Associates for the design of Well 25 casing modifications in the amount of \$127,016, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. SECOND CONTRACT AMENDMENT - HILL BROTHERS

City Council will consider a request to approve a second amendment to the Hill Brothers Contract to purchase chemicals for the Water Resources Center in an amount not to exceed an annual aggregate total of \$200,000 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. AMENDMENT TO PURCHASE AGREEMENT - SUNLAND, INC.-ASPHALT & SEALCOATING FOR THE 6TH STREET COLD-IN-PLACE RECYCLE PROJECT

City Council will consider a request to approve Amendment No. 1 to the purchase agreement with Sunland, Inc.-Asphalt & Sealcoating dba Sunland Asphalt for additional concrete work in the amount of \$29,210.21, authorize the corresponding transfer of funds and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action

g. RESOLUTION 2866-1009 - ACCEPTING GRANT FROM THE U.S. DEPARTMENT OF ENERGY FOR ENERGY EFFICIENCY INITIATIVE PROGRAM FUNDING

City Council will consider a resolution authorizing the acceptance of a grant from the U.S. Department of Energy for Energy Efficiency Initiative Program funding in the amount of \$706,600, authorize the expenditure of up to \$140,820 in cost sharing funds and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 PUBLIC HEARING FOR TRANSIT SERVICE REDUCTIONS

City Council will hold a public hearing on proposed transit service reductions made necessary due to funding shortfalls. The Council will take appropriate action.

5 ORDINANCE 1389-1009 - AMENDMENT TO AVONDALE CITY CODE CHAPTER 15 REGISTRATION OF RESIDENTIAL RENTAL PROPERTY

City Council will consider an ordinance amending the Avondale City Code Chapter 15 Registration of Residential Rental Property to conform with current State statute and to clarify enforcement procedures. The Council will take appropriate action.

6 RESOLUTION 2865-1009 - RENAMING OF WATER RECLAMATION FACILITY

City Council will consider a resolution naming the City's Water Reclamation Facility as the Charles M. Wolf Water Resources Center. The Council will take appropriate action.

7 ADJOURNMENT

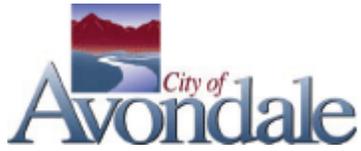
Respectfully submitted,



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.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
October 5, 2009

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

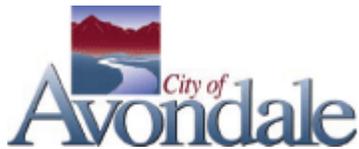
PURPOSE:

1. Work Session of September 21, 2009
2. Regular Meeting of September 21, 2009

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Special Event Liquor License - Raceway Elks -
Oktoberfest Fundraiser

MEETING DATE:

October 5, 2009

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council consider a request for a special event liquor license from Gary Bruce on behalf of the Raceway Elks #2852, for a fundraiser event to be held on October 10, 2009 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona.

DISCUSSION:

The City Clerk's Department has received an application for a special event liquor license from Mr. Gary Bruce, representing the Raceway Elks #2852, to be used in conjunction with a charitable fundraiser.

This event will be held on Saturday, October 10, 2009 from 5:00 p.m. to 11:00 p.m., at the Masonic Temple.

The required fees have been paid. Staff has determined that the applicant is not requesting any city support other than normal city services. The Police and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

Staff reviewed this application using the 14 factors set forth in Ordinance 1031-04. The findings are as noted below:

1. The event will be restricted to members only
2. Criminal history of the applicant - A background check of the representative, Mr. Gary Bruce, revealed no contact with the Avondale Police Department
3. The event is a charitable fundraiser
4. Security measures taken by the applicant - The Police Department have reviewed the security plan and have determined it to be sufficient
5. All spirituous liquors will be served
6. Beverages will be dispensed in disposable cups and cans
7. The most recent previous event held in March 2009 revealed no neighborhood disturbances
8. Event activities will be confined to the Masonic Temple so there is no potential for problems in the neighborhood in terms of noise, hours and time of the event
9. The event will last six hours
10. Sanitary facilities are available at the temple
11. Zoning is C-2 Community Commercial and Development Services staff has indicated that the proposed use will not result in incompatible land uses
12. Anticipated total daily attendance is 80
13. Music will be provided by a disc jockey that will use his own sound amplification system
14. Per the Police Department, traffic control measures will not be necessary

RECOMMENDATION:

Staff is recommending approval of the request for a special event liquor license from Mr. Gary Bruce on behalf of the Raceway Elks #2852 for a fundraiser event to be held on October 10, 2009 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona.

ATTACHMENTS:

Click to download

 [State Application](#)

 [Comments](#)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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



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

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee = \$25.00 per day, for 1-10 day events only
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.

****APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

DEPT USE ONLY
LIC#

1. Name of Organization: RACEWAY ELKS #2852
 2. Non-Profit/I.R.S. Tax Exempt Number: 80-01329241

3. The organization is a: (check one box only)
- Charitable
 - Fraternal (must have regular membership and in existence for over 5 years)
 - Civic
 - Political Party, Ballot Measure, or Campaign Committee
 - Religious

4. What is the purpose of this event? CHAIRTABLE FUNDRAISER
 5. Location of the event: 1015 N. 8th St AVONDALE MARICOPA 85392

Address of physical location (Not P.O. Box) City County Zip
Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: BRUCE GARY J
Last First Middle

7. Applicant's Mailing Address: AVONDALE AZ 85323
Street City State Zip

8. Phone Numbers: () 623 547-2852
Site Owner # Applicant's Business #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>10-10-09</u>	<u>SATURDAY</u>	<u>5:00pm</u>	<u>10:00 pm</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)
11. This organization has been issued a special event license for 4 days this year, including this event
(not to exceed 10 days per year).
12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.
13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of
Alcoholic Beverage Sales.**

Name	Address	Percentage
RACONWAY ELKS	1015 N. 8 th ST AVONDALE AZ 85323	100%

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

Police Fencing
 # Security personnel Barriers

THE BUILDING IS ENCLOSED WITH A CHAIN LINK FENCE WITH AN ENTRANCE & EXIT THROUGH A GATE. IT WILL BE MANNED BY OFFICERS OF THE ELKS

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

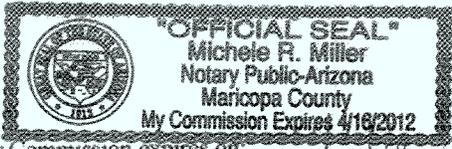
Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, DAVID A ELIA, declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X David A Elia Chairperson 9.14.09 (623)925-1745
 (Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this

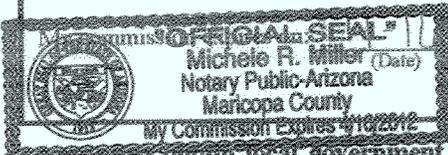
14th September 2009
 Day Month Year

My Commission expires on: 4/16/2012 Michele R. Miller
 (Date) (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, GARY J. BRUCE, declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Gary J. Bruce State of Arizona County of Maricopa
 (Signature) The foregoing instrument was acknowledged before me this
14th September 2009
 Day Month Year



2012 Michele R. Miller
 (Date) (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

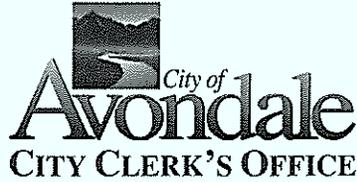
20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____
 (Title) (Date)



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS #2852

EVENT ADDRESS: 1015 NORTH 8TH STREET

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

PURPOSE OF EVENT: OCTOBER FEST FUNDRAISER DINNER

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

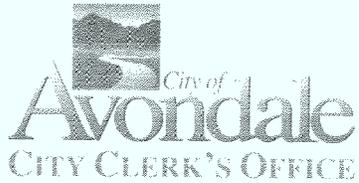
ASSISTANT POLICE CHIEF

TITLE

091709

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 5, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 23, 2009



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS #2852

EVENT ADDRESS: 1015 NORTH 8TH STREET

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

PURPOSE OF EVENT: OCTOBER FEST FUNDRAISER DINNER

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Steve J. Harris

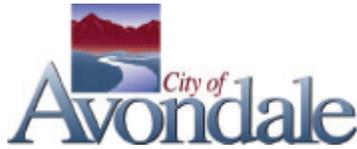
SIGNATURE
Fire Inspector

TITLE

9/24/09

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 5, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 23, 2009**



CITY COUNCIL REPORT

SUBJECT:

Designation of Voting Delegates for NLC Annual Business Meeting

MEETING DATE:

October 5, 2009

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will designate a primary and an alternate voting delegate to represent Avondale at the National League of Cities' Annual Business Meeting to be held in San Antonio, Texas on November 14, 2009.

BACKGROUND:

The National League of Cities Annual Business Meeting will be held at the conclusion of the Congress of Cities and Exposition in San Antonio, Texas on Saturday, November 14, 2009.

Based on population as of the 2000 Census, the City of Avondale is entitled to cast one vote at the meeting. The NLC bylaws require that voting delegates be officially designated by the City Council in order to be eligible to cast the City's vote at the meeting.

Mayor Rogers and Council Member Karlin will be attending the National League of Cities' Congress of Cities in San Antonio.

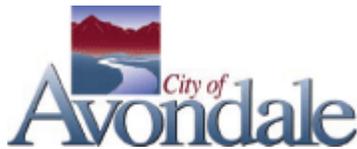
RECOMMENDATION:

Staff recommends that the Council designate Mayor Rogers as the primary voting delegate and Council Member Karlin as the alternate voting delegate to represent and cast a vote on behalf of the City of Avondale at the Annual Business Meeting of the NLC to be held on November 14, 2009 in San Antonio, Texas.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement- Clear Creek and Associates- Well 25

MEETING DATE:

October 5, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Clear Creek and Associates for the design of Well 25 casing modifications in the amount of \$127,016, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In November of 2008 City Council approved a contract with AMEC Earth and Environmental Services to do further testing of Wells 22 and 25. The testing was completed, with mixed results. Staff asked Clear Creek & Associates to come up with a design to modify the casing for Well 25 that would enable the City to achieve as much water production as possible but still meet the water quality standards required by the State agency. Clear Creek proposed a design to meet these requirements.

DISCUSSION:

Staff selected Clear Creek and Associates from the City On-Call list. Clear Creek & Associates has had experience in performing well modifications similar to what will be needed on Well 25. See attached Vicinity map. Clear Creek & Associates will provide the specifications for the modifications, procure the well services needed, and perform the inspections for the work. Once the final water production and quality is known, the well head design can be completed and the well can begin supplying the Coldwater Booster Station with water.

BUDGETARY IMPACT:

Funding is available in line item 514-1216-00-8520.

RECOMMENDATION:

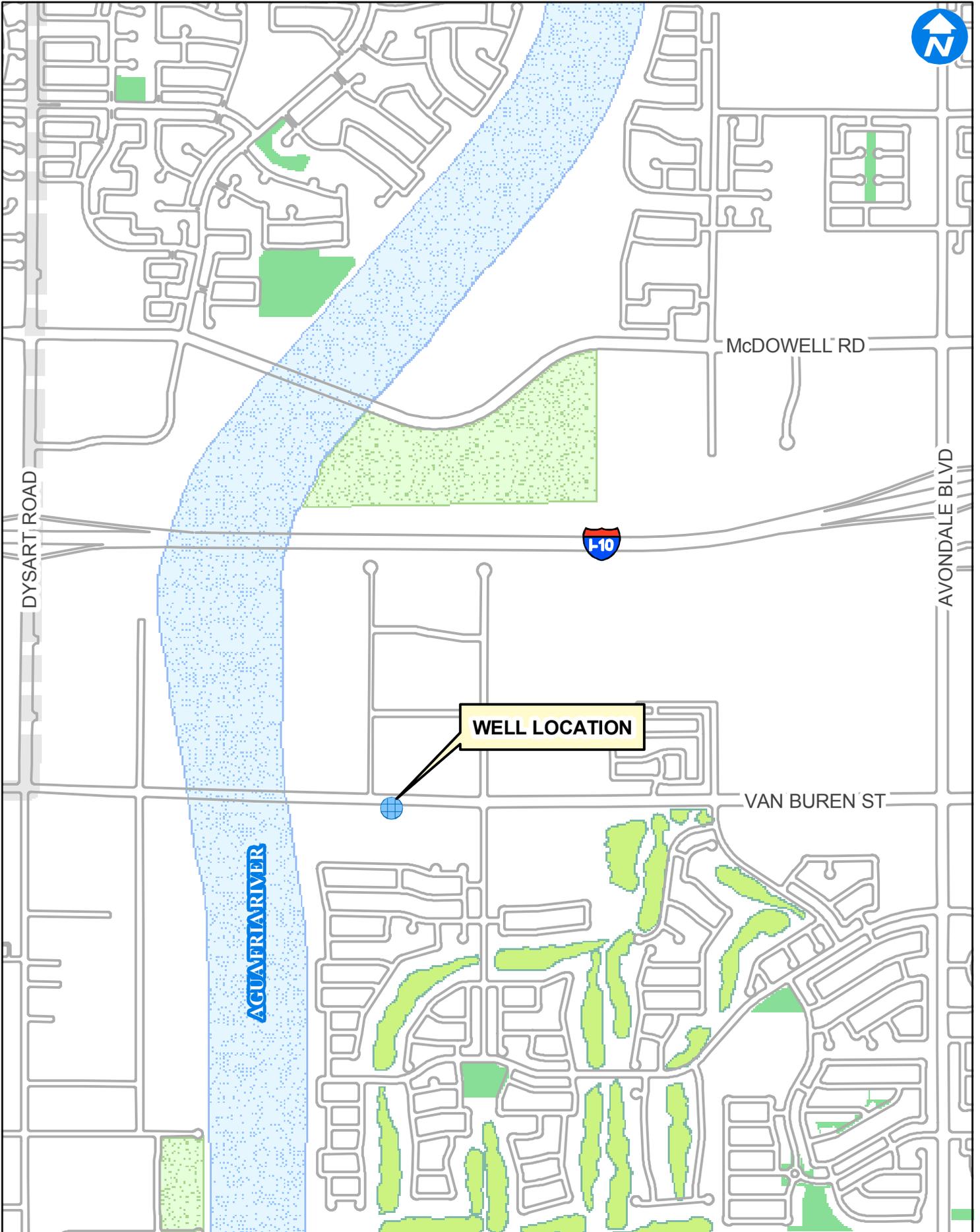
Staff recommends that the City Council approve a Professional Services Agreement with Clear Creek and Associates for the design of Well 25 casing modifications in the amount of \$127,016, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[☐ Vicinity Map](#)

[☐ PSA](#)



City of Avondale
Well #25

Map Produced by Avondale Water Resources/GIS Division

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CLEAR CREEK ASSOCIATES, PLC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of October 5, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and Clear Creek Associates, PLC., an Arizona professional limited liability company (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, EN 08-017 "Request for Statements of Qualifications for FY 2008/2009 Professional Consultants Selection List" and amended on April 1, 2008 by that certain Addendum No. 1 (collectively the "RFQ"), attached hereto as Exhibit A and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant submitted 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 well rehabilitation services related to Well No. 25 (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 18, 2010.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed \$127,016.00 for the Services as set forth in the Cost Estimate and Schedule of Hourly Billing Rates and Fees, each of which is included as part of the Scope of Work attached hereto as Exhibit C and incorporated herein by reference.

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

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

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. 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: Clear Creek Associates, PLC.
6155 East Indian School Road, Suite 200
Scottsdale, Arizona 85251
Facsimile: (480) 659-7143
Attn: Tom Suriano

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 when necessary.

14.21 Cooperative Purchasing. This Agreement shall be for the use of the City. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded Consultant. In order to participate in this Agreement, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Consultant must be in agreement with the cooperative transaction. Any orders placed to the successful Consultant will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGE]

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Consultant”

CLEAR CREEK ASSOCIATES, PLC.,
an Arizona professional limited liability
company

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 CLEAR CREEK
ASSOCIATES, PLC., an Arizona professional limited liability company, on behalf of the
corporation.

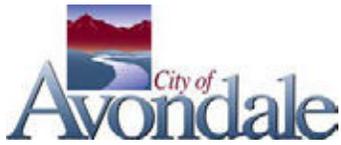
Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CLEAR CREEK ASSOCIATES, PLC.

[RFQ]

See following pages.



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

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

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: **EN 08-017**

Solicitation Title: **FY 2008/2009 Professional Consultants Selection List**

Release Date: **March 25, 2008**

Final Date for Inquires and Place to Send Inquiries: **April 4, 2008**
Charles Andrews, P.E., Senior Project Manager
City of Avondale Engineering Dept.
11465 West Civic Center Drive, Suite 120
Avondale, Arizona 85323
OR
candrews@avondale.org

SOQs Due Date, Time and Location: **April 16, 2008**
3:00 p.m. (local time, Phoenix, Arizona)
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323-6804

Letters to Final Listed Firms: **June 30, 2008**

City Representatives: **Charles Andrews** candrews@avondale.org
623-333-4200
Mary Rogers mrogers@avondale.org
623-333-2200

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SECTION A

I. INTRODUCTION

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

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

The Professional Consultants Selection List discipline categories are:

- Water Distribution System – Feasibility studies, wells, distribution systems, pump stations, storage facilities and treatment plants.
- Wastewater Systems – Studies, collection and disposal system designs, treatment plants and lift stations.
- Transportation Engineering – Roadway improvement projects, master plans, transportation planning, traffic calming projects and intersection designs.
- Traffic Engineering – Speed, volume and classification studies, traffic signal warrant studies, other traffic engineering and traffic control studies (such as All-way STOP warrant studies), pedestrian & bicycle studies, Safe Routes to School plans, school crosswalk studies, traffic signal design, traffic control design such as signing and pavement marking, traffic crash analysis, design of safety improvement projects, design of bike lane/transit/crosswalk facilities, street lights, and Intelligent Transportation Systems (ITS such as Traffic Operations Center design, variable message signs, fiber optic and conduit design, and Wireless Advanced Traffic Management Systems).
- Surveying - Including topographic surveys, boundary surveys, construction staking, as-built surveys, right-of-way and easement investigation, ALTA and preparation of legal descriptions.
- Hydrology/Hydraulic Projects – Master plans, hydrology studies and designing storm water drainage facilities.

SECTION A

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

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

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

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

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

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

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

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

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

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

SECTION B

II. STATEMENT OF QUALIFICATIONS REQUIREMENTS

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

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

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

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

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

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

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

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

SECTION B

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

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

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

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

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

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

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

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

SECTION B

10. Confidential Information.

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

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

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

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

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

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

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

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

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

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

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

SECTION B

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

III. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

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

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

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

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

Section 1: General Factors and Compliance 10 pts

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

- b. Completed Discipline Specialty Check List – Please ONLY check the discipline category(ies) for which you are particularly qualified, fully addressed and desire to be considered.

- c. Title sheet with the following information:
 - 1. Title: Statement of Interest to provide Professional Services for Capital Improvement Projects for the 2008/2009 and 2009/2010 Fiscal Years.
 - 2. Submitted to: City of Avondale City Clerk
 - 3. Submittal date: April 16, 2008 (local time, Phoenix, Arizona)

SECTION B

4. Submitted by: Engineering firm or Individual (submitting) include address, contract person and telephone number.
- d. Provide a statement regarding the following:
 1. Your firm's familiarity and intention to comply with City's insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein. A copy of the City's "Notice of Request for Proposal" which includes standard contract provisions, terms and conditions is available upon request.
 2. Your firm's design philosophy and approach to developing sound engineering recommendations and your approach to problem resolution.
- e. Vendor Information Form shall be attached as separate appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 2: Vendor's relevant experience, availability and capability 50 pts

- a. Provide a brief description of the firm including the number and types of personnel who would serve on projects.
- b. Provide a list of relevant projects in which the firm had a significant contribution with an emphasis on local experience. Include references and telephone numbers of clients familiar with the projects.
- c. Provide a general description of the company that is proposing to provide the required services. Explain the legal organization of the company.
- d. Provide identification information of your firm. Include the legal name, address and legal form of the firm (e.g., partnership, corporation, joint venture, sole proprietorship). If a 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.
- e. Identify the location of the firm's principal office and the local work office, if different.

Section 3: Personnel qualification and pertinent experience 35 pts

- a. Provide the firm's general or specific experience pertaining to the Professional Consultant Selection List discipline category(ies) the firm desires to be considered for.

SECTION B

b. Provide a matrix listing all categories within the discipline for which the firm is qualified to provide services and identify the participating staff/key personnel. Include a matrix listing for all subcontractors.

c. Provide certifications, licenses and memberships in professional associations, societies or boards.

d. Provide a résumé for the personnel who will serve in key positions for projects, including specific experience for each person on relevant projects, the number of years the personnel has been with the present firm and the total years of experience. Résumés shall be limited to two pages per résumé. Résumés shall be attached as an appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 4: Disadvantaged Business Enterprise preference

5 pts

It is the policy of the city that disadvantaged business enterprises (DBE) shall have the opportunity to participate to the maximum extent feasible in all required aspects of procurement and contracting in accordance with applicable statutes, regulations, and executive orders (Ord. No. 588, 5-15-95). Qualifying DBE shall indicate their status with a statement in the cover letter.

A "disadvantaged business enterprise (DBE)" is defined as a business at least fifty-one (51%) of which is owned, operated and controlled by minority group members, or in the case of publicly owned businesses, at least fifty-one (51%) percent of the stock of which is owned, operated and controlled by minority group members. "Minority group members" are defined as Blacks, Hispanics, Asian Americans, Native Americans, Alaskan Natives, or women, regardless of race or nationality. A "small business" is defined under Small Business Administration (SBA) section 8(a) rules.

Total Possible Points for SOQ Submittal:

100

IV. AWARD OF AGREEMENT

1. Award of Agreement. The selected Vendor from the Professional Consultants Selection List for each specific project will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFQ. If the City is unsuccessful in negotiating an Agreement with the highest-scoring firm, the City may then negotiate with the second, then third, highest-scoring firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

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

SECTION B

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm _____

Address _____

City _____ State _____ Zip _____

Contact Name: _____

Title: _____

Telephone _____ Fax _____

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

- _____ Water Distribution System
- _____ Wastewater Systems
- _____ Transportation Engineering
- _____ Traffic Engineering
- _____ Surveying
- _____ Hydrology/Hydraulic Projects
- _____ Plan Review Services
- _____ Landscape Architects
- _____ Hydrogeological Engineering
- _____ GIS Programs
- _____ Geotechnical and Environmental Engineering
- _____ Foundations & Structural Design
- _____ Electrical & SCADA Programming
- _____ Construction Management
- _____ Architects
- _____ Improvement District Administration

SECTION B

VI. VENDOR INFORMATION FORM

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

FIRM SUBMITTING SOQ

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

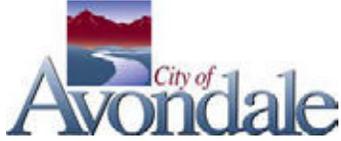
EMAIL ADDRESS: _____

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

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

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

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



REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Date: April 1, 2008

From: Mary Rogers, Buyer

Subject: Addendum No. 1 to the Request for Statements of Qualifications, FY 2008/2009 Professional Consultants Selection List (EN08-017)

Due Date and Time: **April 16, 2008**, 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Statements of Qualifications documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted SOQ. Failure to do so may subject the Vendor to disqualification.

This Addendum No. 1 consists of modifications to Section B(III), Request for Statements of Qualifications Format; Scoring.

ADDENDUM

1. Section B(III), Page 5, Section 1: General Factors and Compliance, subsection d(1), is hereby amended to read as follows:
 - d. Provide a statement regarding the following:
 1. Your firm's familiarity and capability of compliance with City's standard insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein.

2. Section B(III), Page 5, Section 3: Personnel qualification and pertinent experience, is hereby amended to read as follows:

Section 3: Personnel qualification and pertinent experience **40 pts**

3. Section B(III), Page 6, Section 4: Disadvantaged Business Enterprise preference, is hereby deleted in its entirety.

**CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR STATEMENTS OF QUALIFICATIONS**

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

_____, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated
in formulating the Vendor's Offer.

_____, _____ 2008
Signed Date

Print Name

Title

Company Name

Address

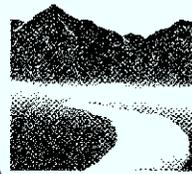
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CLEAR CREEK ASSOCIATES, PLC.

[Consultant's SOQ]

See following pages.



City of -
Avondale

CLEAR CREEK ASSOCIATES

Scottsdale, Arizona 85260

(480) 659-7434

Attention: Tom Schaefer



*Practical Solutions
in Groundwater Science*

6155 E. Indian School Rd., Suite 200
Scottsdale, Arizona 85251
480-659-7131 office
480-659-7143 fax
www.clearcreekassociates.com

April 16, 2008

Mr. Charles Andrews
Senior Project Manager
City of Avondale
Engineering Department
11465 West Civic Center Drive
Avondale, Arizona 85323

**Statement of Interest to Provide
Professional Services for Capital Improvement Projects for the
2008/2009 and 2009/2010 Fiscal Years**

Dear Mr. Andrews:

Clear Creek Associates is pleased to submit this Statement of Interest to provide Professional Services for Capital Improvement Projects for the City of Avondale. This Statement of Interest is being provided for the City of Avondale's FY 2008/2009 Professional Consultants Selection List (EN 08-017) as amended. We understand that this is an on-call contract and that services that fall within our range of expertise may be requested on an as-needed basis. The service categories for which we are submitting qualifications (as defined on the City of Avondale's Discipline Specialty Checklist following this letter) include:

- Hydrogeological Engineering
- Geotechnical and Environmental Engineering

Clear Creek Associates is well qualified to provide professional services for the City of Avondale. We have assembled a core group of professionals with the extensive experience and distinguished credentials necessary to provide a full range of primary and ancillary services. Our professional staff has demonstrated its capabilities through the successful completion of numerous water resources and environmental projects. Our previous experience working on projects for the City of Avondale provides us with a familiarity with the City's procedures and requirements, from philosophical ideas to contractual obligations. We look forward to the opportunity to continue to provide professional services to the City of Avondale.

Sincerely,

CLEAR CREEK ASSOCIATES, PLC

A handwritten signature in black ink, appearing to read "Thomas R. Suriano".

Thomas R. Suriano, R.G.
Principal Hydrogeologist

Attachment – Clear Creek Associates Statement of Interest

SECTION B

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm Clear Creek Associates, PLC
Address 6155 E. Indian School Road, Suite 200
City Scottsdale State AZ Zip 85251-5499
Contact Name: Tom Suriano
Title: Principal Hydrogeologist
Telephone 480-659-7131 Fax 480-659-7143

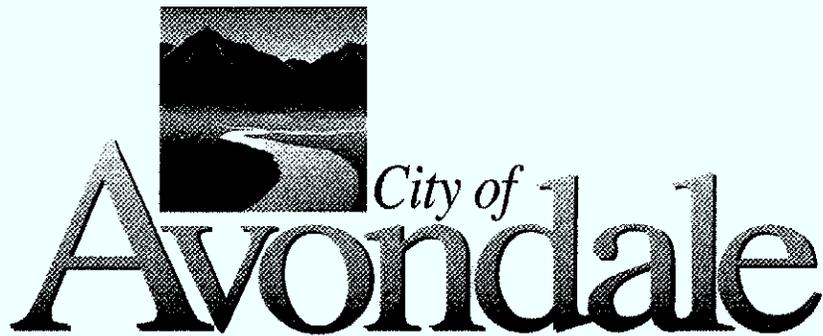
Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

- Water Distribution System
- Wastewater Systems
- Transportation Engineering
- Traffic Engineering
- Surveying
- Hydrology/Hydraulic Projects
- Plan Review Services
- Landscape Architects
- Hydrogeological Engineering
- GIS Programs
- Geotechnical and Environmental Engineering
- Foundations & Structural Design
- Electrical & SCADA Programming
- Construction Management
- Architects
- Improvement District Administration

**Statement of Interest to provide
Professional Services for Capital Improvement Projects
for the 2008/2009 and 2009/2010 Fiscal Years**

Submitted to: City of Avondale City Clerk

Submittal Date: April 16, 2008 (3:00 pm MST, Phoenix, Arizona)



Submitted By:

**Clear Creek Associates
6155 E. Indian School Road, Suite 200
Scottsdale, Arizona 85251-5499**

**Attn: Tom Suriano, R.G.
(480) 659-7131**

SECTION 1 – INSURANCE/CONTRACTING AND DESIGN PHILOSOPHY

CITY OF AVONDALE INSURANCE AND CONTRACTING REQUIREMENTS

Clear Creek Associates has contracted with the City of Avondale on previous projects, and as such, we have demonstrated our ability to comply with the City's insurance and contracting requirements. Clear Creek Associates can meet or exceed the insurance requirements outlined in the City's standard "Professional Services Agreement" included as Section C of the request for Statement of Qualifications (EN 08-017). We maintain the following minimum insurance: A) statutory workers' compensation and employer's liability as required by state law; B) commercial general liability, including personal injury, blanket contractual, and broad form property damage liability with limits not less than \$2,000,000; C) automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000; and, D) professional liability insurance with limits of not less than \$2,000,000.

DESIGN PHILOSOPHY AND PROBLEM SOLVING

Clear Creek Associates' overall philosophy with regard to the design of groundwater production wells is that each well should be designed to meet the client's objectives and to accommodate site-specific physical and chemical conditions. We do not believe that it is appropriate to use a standard, boilerplate well design. For example, we often recommend the use of louvered well screen over wire-wrap screen because louvered screen is typically easier to rehabilitate and modify at a later date, if needed. However, wire-wrap screen has a substantially greater open area than louvered screen and we will recommend that type of screen for applications where maximizing the production capacity of a well is critical. Other examples include designing the screened interval to seal off zones of poor quality water, and ensuring that the casing, screen, and annular materials are chemically compatible with the local groundwater chemistry. Additionally, for clients such as the City, Clear Creek Associates may recommend that stainless steel well screens be considered for the long-term cost savings and improved well life with only a nominal increase in the initial well material costs.

For environmental projects, systematic planning and the development of a sound conceptual site model representing site conditions and concerns are critical to meeting projective objectives. Through upfront communication with the City, the project objectives, desired outcomes and key decision points can be defined. Developing an initial conceptual site model is beneficial in guiding an environmental site investigation. The initial conceptual site model is continually refined throughout the project as new data are collected and the original hypotheses are tested and either accepted or modified. Once a sufficient confidence level is obtained, appropriate strategies and response actions can be developed to meet the City's project objectives.

Whether it is a water resources or environmental project, Clear Creek Associates believes that the key to the successful completion of a project is to establish and maintain a pattern of regular communication with City staff through telephone conversations, e-mail, and periodic project meetings as needed. As problems arise that need to be discussed with the City, they will be communicated to City staff as expeditiously as possible for discussion and resolution. Clear Creek Associates has established a strong track record of successful project completions through open communication and problem solving.

VENDOR INFORMATION FORM

A completed Vendor Information Form is included as Appendix A.

SECTION 2 – CLEAR CREEK ASSOCIATES CAPABILITIES

INTRODUCTION

Clear Creek Associates, PLC is pleased to present this Statement of Interest to Provide Professional Services for Capital Improvement Projects for the 2008/2009 and 2009/2010 Fiscal Years. This Statement of Interest was prepared in response to the City's Request for Statements of Qualifications FY 2008/2009 Professional Consultants Selection List (EN 08-017). A signed copy of the Acknowledgement of Addenda received is included as Appendix B. Our firm's qualifications and relevant projects are described below.

SUMMARY OF QUALIFICATIONS

Clear Creek Associates, PLC is a professional limited liability company founded in 1999 to provide professional consulting services in groundwater resources and environmental projects, for both municipal and private-sector clients throughout the southwestern United States. The firm was formed to offer quality-focused, responsive hydrologic services to clients. Municipalities such as the City of Avondale require sensible solutions to meet their increasing water resources challenges. This requirement is the basis of our philosophy of providing *practical solutions in groundwater science*, which we consistently apply to all of our projects.

Clear Creek Associates, PLC has a staff of over 40 highly qualified personnel in our Scottsdale and Tucson, Arizona offices, including more than 30 geologists and hydrologists and a regulatory specialist. Our principal office is located at 6155 E. Indian School Road, Suite 200, Scottsdale, Arizona 85251 and will serve as the local office supporting the Avondale projects. The strong credentials and capabilities of our hydrologists and geologists are unmatched in the southwest. Our team of technical professionals includes 13 Arizona Registered Professional Geologists and well over 200 years of combined experience in geologic and hydrologic investigations.

Clear Creek Associates provides a full range of professional services related to groundwater, including site-specific and regional groundwater resource investigations; well siting and well impact studies; well design, construction and abandonment; groundwater permitting; groundwater recharge; and environmental investigations related to soil and groundwater contamination. The City of Avondale's service categories for which we are submitting qualifications include:

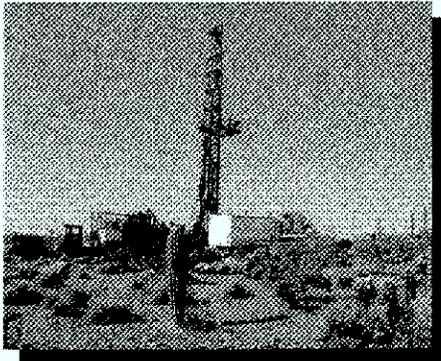
- Hydrogeological Engineering
- Geotechnical and Environmental Engineering

The types of services that we believe are applicable to the City's needs are listed below:

- **New water supply well services**, including well site selection, well spacing and well impact analysis, permitting, well design, and oversight/documentation during drilling, installation and testing of new wells and replacement wells.
- **Rehabilitation of existing water supply wells** to augment water production capacity and/or improve water quality.
- **Well abandonment services**, including abandonment design, permitting, contractor coordination, and oversight/documentation during well abandonment.

SECTION 2 – CLEAR CREEK ASSOCIATES CAPABILITIES

- **Hydrogeologic investigations and groundwater modeling** for planning purposes, or in association with regulatory requirements such as Aquifer Protection Permits, Underground Storage Facility (USF) permits, and Water Storage (WS) permits.
- **Environmental services** to address regulatory issues associated with groundwater contamination or potential contamination, including All Appropriate Inquiries, Phase II and Phase III Environmental Site Investigations, soil and soil-gas sampling, design and installation of groundwater monitor wells, groundwater sampling, soil and groundwater remediation, technical consulting oversight, and regulatory agency negotiation.



Exploratory Boring Drilling Rig

Clear Creek Associates has been involved with numerous projects involving the siting, design, and installation of public supply wells and the completion of exploratory borings for many municipalities and private water purveyors in the Salt River Valley. We have provided services to the Cities of Avondale, Buckeye, Chandler, El Mirage, Gilbert, Mesa, Peoria, Scottsdale, Surprise, and Tempe, as well as the Salt River Project, American Water Company, Arizona Water Company, and various developers. Since the firm was founded, Clear Creek Associates has designed and/or provided construction inspection services for **more than 90 water supply wells and ASR wells, and over 30 exploratory borings**. A summary of recent water supply well installation experience is illustrated below.

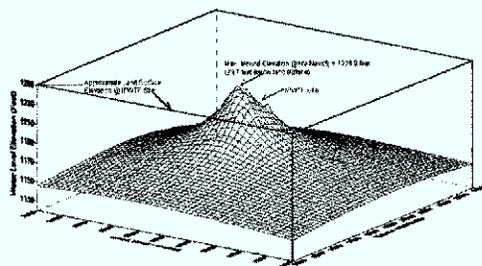
Clear Creek Associates Recent Water Production Wells

Location	Well Name	No. of Wells	Well Siting	Well Specifications and Design	Construction Inspection	Zonal Sampling	Geophysical Logging	Completion Date
Goodyear, AZ	Amaranth Well No. 2	1		•	•	•	•	2008
Mesa, AZ	City Well CW-12	1		•	•	•	•	2008
Surprise, AZ	Surprise Farms Well	1	•	•	•	•	•	2008
Wintersburg, AZ	APS-Palo Verde Well Charlie	1		•	•		•	2007
Buckeye, AZ	Aspen Liberty Well No. 1 & 2	2	•	•	•	•	•	2007
Gilbert, AZ	Town of Gilbert 164 th Street Well	1		•	•	•	•	2007
Mesa, AZ	City Wells DW 21 and DW 22	2		•	•	•	•	2007
Phoenix, AZ	City ASR Well No. 299	1	•	•	•	•	•	2007
Scottsdale, AZ	City ASR Well No. 140	1		•	•	•	•	2007
Surprise, AZ	Marley Park Well No. 2	1	•	•	•	•	•	2007
Avondale, AZ	City of Avondale Well No. 20	1		•	•	•	•	2006
Buckeye, AZ	Montalbano Homes Well No. 1	1	•	•	•	•	•	2006
Buckeye, AZ	Festival Ranch Well No. 3	1	•	•	•	•	•	2006
Buckeye, AZ	Sun Valley South Well No. PW4	1	•	•	•	•	•	2006
Buckeye, AZ	MC85 Wtr Grp Wells 1 - 2	2	•	•	•	•	•	2006
Buckeye, AZ	Sun Valley South Wells 5-8	3	•	•	•	•	•	2006
Chandler, AZ	CHRP-RW1	1		•	•		•	2006
Goodyear, AZ	IDG Well No. 2	1	•	•	•	•	•	2006

SECTION 2 – CLEAR CREEK ASSOCIATES CAPABILITIES

Peoria, AZ	Vistancia Well Nos. 3 & 7	2	•	•	•	•	•	2006
Peoria, AZ	99th Ave & Rose Garden Well	1		•	•	•	•	2006
Peoria, AZ	Vistancia Wells No. 4 & No. 9	2	•	•	•	•	•	2006
SRPMIC, AZ	North Mesa Drive Well No. 2	1		•	•	•	•	2006
Surprise, AZ	Asante Dev. Wells No. 1 - 4	4	•	•	•	•	•	2006
Tolleson, AZ	Well Nos. 7B & 9	2		•	•	•	•	2006
Buckeye, AZ	Evergreen Well Nos. 4 & 5	2		•	•	•	•	2005
Buckeye, AZ	Cottonwood Well	1	•	•	•	•	•	2005
Buckeye, AZ	Town of Buckeye Well No. 14	1	•	•	•	•	•	2005
Buckeye, AZ	Rainbow Ranch Well	1	•	•	•	•	•	2005
Chandler, AZ	Tumbleweed ASR Well Nos. 5 & 6	2		•	•	•	•	2005
Gilbert, AZ	Turner Ranch Well	1		•	•	•	•	2005
Mesa, AZ	Freescale Remediation Wells	2	•	•	•	•	•	2005
Mobile, AZ	Mobile Land Well No. 1	1	•	•	•	•	•	2005
Show Low, AZ	Well No. 11	1	•	•	•	•	•	2005
Yuma, AZ	Well No. 9E-3	1		•	•	•	•	2005
Avondale, AZ	City of Avondale Well No. 8A	1		•	•	•	•	2004
Buckeye, AZ	Valencia Water Company Wells	6			•	•	•	2004
Peoria, AZ	Vistancia Well Nos. 2 & 6	2		•	•	•	•	2004
Surprise, AZ	Sierra Montana Well Nos. 1-4	4	•	•	•	•	•	2004
Surprise, AZ	Sierra Verde Well	1	•	•	•	•	•	2004
Surprise, AZ	Marley Park Well No. 1	1	•	•	•	•	•	2004
Yuma, AZ	Well No. 9E-2	1		•	•	•	•	2004
Chandler, AZ	East Knox Well	1		•	•	•	•	2003
Chandler, AZ	Tumbleweed ASR Well Nos. 1-4	4		•	•	•	•	2003
Surprise, AZ	Litchfield Manor Well	1		•	•	•	•	2003
Tempe, AZ	City of Tempe Well No. 14	1		•	•	•	•	2003

Clear Creek hydrogeologists have developed groundwater models covering nearly all of the Salt River Valley, which includes the Phoenix metropolitan area. The models have been utilized for water resources planning, contaminant transport simulation, and regional hydrological investigations. Experience is a critical requirement for building accurate and reliable groundwater models. **Groundwater models developed by Clear Creek Associates staff encompass more than 10,000 square miles throughout Arizona.** One of our more recent regional models covers the entire western half of the Salt River Valley. This model was refined and adapted to simulate the projected groundwater mound from the Avondale Wetlands recharge facility to support the applications for modification of the USF and WS permits.



Mounding Analysis for a Recharge Site in
Chandler, Arizona

SECTION 2 – CLEAR CREEK ASSOCIATES CAPABILITIES

Clear Creek Associates has extensive experience with planning and conducting environmental site investigations for municipalities, utilities, and industrial clients. Our experience is statewide and includes all phases of site investigations, from initial site characterization through site remediation and closure. **Our environmental experience encompasses a wide range of projects, from Phase I ESAs through large, ongoing projects such as the Motorola 52nd Street Superfund site in east Phoenix.** We are currently supporting the City of Litchfield Park regarding potential impacts from the Phoenix Goodyear Airport – North superfund site and in ongoing site characterization and remediation at the Motorola 52nd Street Superfund Site for Freescale Semiconductor and at the Buckeye Service Center for Arizona Public Service Company.

Clear Creek Associates Representative Environmental Projects

Project Name	Environmental Services									
	Sampling and Analysis	Data Validation	Hydrogeologic Interpretation	Groundwater Modeling	Chemical Fate and Transport	Database Management	Remedy Evaluation	Public Involvement	Remedy Selection	Performance Reviews
 Romic Envir. Technologies [RCRA] Gila River Indian Community, AZ	✓	✓	✓		✓	✓		✓		
Phoenix-Goodyear Airport North [CERCLA], Goodyear, AZ	✓	✓	✓				✓	✓		
Beardsley Rd. WWTP [APP] Peoria, AZ	✓		✓	✓		✓		✓		
Operating Mine Site RI/FS [CERCLA] Southern, AZ	✓	✓	✓	✓	✓	✓	✓	✓		
PSHIA Terminal 4 UST Decommissioning Phoenix, AZ	✓							✓	✓	
Sienna Hills Lead Remediation [RCRA] Buckeye, AZ	✓	✓					✓		✓	
52nd Street Facility [CERCLA] Phoenix, AZ	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Broadway and Dobson Site [VRP] Mesa, AZ	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
19th Avenue Landfill [CERCLA] Phoenix, AZ	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
27th Avenue Landfill [WQARF] Phoenix, AZ	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
56 th Street and Earll Drive [WQARF] Phoenix, AZ	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Estes Landfill [WQARF] Phoenix, AZ	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Morenci Mine [APP] Morenci, AZ	✓	✓	✓	✓	✓	✓		✓	✓	✓
Safford Mine [APP] Safford, AZ	✓	✓	✓	✓	✓	✓		✓	✓	✓
Iron King Mine [VRP] Cottonwood, AZ	✓		✓				✓	✓	✓	✓
Van Waters & Rogers [RCRA] Phoenix, AZ	✓	✓					✓	✓	✓	
Sky Harbor FFTP [VRP] Phoenix, AZ	✓	✓	✓			✓	✓		✓	✓
Central and Camelback [WQARF] Phoenix, AZ	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Buckeye Service Center [VRP] Buckeye, AZ	✓	✓	✓			✓	✓	✓	✓	
Douglas Service Center [LUST] Douglas, AZ	✓	✓	✓			✓			✓	
Yuma WWTF [APP] Yuma, AZ	✓		✓	✓				✓	✓	
WES Trust Remediation [LUST] Phoenix, AZ	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Robert's Market Place [LUST] Prescott, AZ	✓	✓	✓		✓					

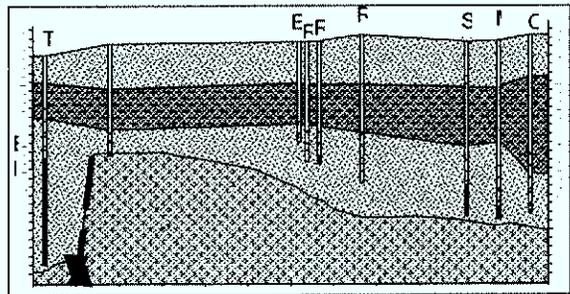
SECTION 2 – CLEAR CREEK ASSOCIATES CAPABILITIES

PROJECT DESCRIPTIONS

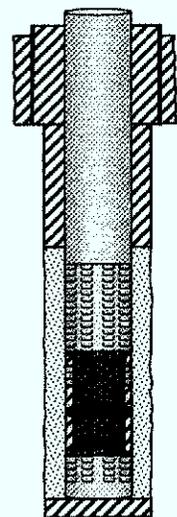
Descriptions and references for several completed or ongoing projects that illustrate a representative range of Clear Creek Associates' capabilities, including water resource development projects performed for the City of Avondale and others, as well as representative environmental projects are discussed below.

Well Impact Analyses, Permitting, and the Design and Installation of Water Supply Wells for the MC85 Water Group, Southeast Buckeye, Arizona. A consortium of developers retained Clear Creek Associates to conduct a well-siting study and oversee the drilling, logging, and depth-specific (zonal) sampling for several water supply wells near the Gila River in support of a planned residential development. To date, we have overseen the installation of 2 of the 6 proposed wells that will eventually be conveyed to the Town of Buckeye. Clear Creek Associates prepared technical specifications and secured the necessary drilling and discharge permits to install and test the wells. The completed borings were drilled to 1,200 and 800 feet using reverse rotary drilling techniques. Based on the results of lithologic logging, geophysical logging and zonal groundwater sampling results, Clear Creek developed designs for two new wells that were also considerate of the Town of Buckeye well construction standards. Following design approval, Clear Creek staff oversaw the installation, testing and new source approval sampling of the wells that were completed in the LAU. Mr. Glotfelty provided technical guidance as Principal Hydrogeologist for Clear Creek. Mr. Feller was the Clear Creek Project Manager that coordinated field activities during the installation of the wells, and Mr. Mammini, Mr. Halterman and other staff provided field oversight.

The planned residential development is located in an area with a high density of existing domestic wells that must be considered in well-spacing / well-impact analyses. However, the clay-dominated MAU forms a semi-permeable confining layer, thus reducing impacts from pumping wells screened exclusively in the LAU to wells screened exclusively in the UAU, such as most of the domestic wells. Currently, Clear Creek Associates is developing a groundwater model focused on demonstrating hydrogeologic separation between two alluvial units (UAU and LAU) in the southeast Buckeye area for use during well impact/well spacing analyses to increase the legal pumping capacity of the new water supply wells.



Groundwater Quality and Well Rehabilitation Evaluations, City of Mesa, Arizona. Clear Creek Associates conducted groundwater quality and rehabilitation evaluations for several City of Mesa municipal production wells to evaluate whether arsenic concentrations in the groundwater could be reduced through operational changes and/or potential well construction modifications. To achieve this goal, Clear Creek Associates was retained to complete the following activities for the wells: perform a well video analysis, perform well cleaning, if necessary, oversee the installation and removal of a test pump, perform a static spinner log survey, perform a dynamic spinner log survey with depth specific (zonal) sampling, and provide assistance to the City of Mesa during variable rate testing. Clear Creek Associates provided recommendations for reduction of arsenic concentrations in extracted groundwater at several wells and oversaw recommended well modifications.

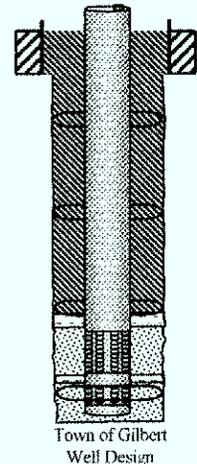


SECTION 2 – CLEAR CREEK ASSOCIATES CAPABILITIES

Groundwater Modeling and USF/WS Permit Modification of the Avondale Wetlands Recharge Facility. Clear Creek Associates performed a groundwater mounding and Area of Impact (AOI) analysis of the Avondale Wetlands recharge facility to evaluate the impact of increasing the capacity of the facility from 10,000 to 15,000 acre-feet per year. The mounding/AOI analysis was performed using a regional numerical groundwater model, refined in the vicinity of the recharge facility. Clear Creek transmitted the revised USF/WS permit applications and the mounding analysis report to ADWR and responded to ADWR comments. As Senior Hydrogeologist, Mr. Corell developed the groundwater model, performed the mounding/AOI analysis, and prepared the report and permit applications.

Water Supply Well Installation, Arsenic Profiling, and Modification, Gilbert, Arizona. Carollo Engineers retained Clear Creek Associates to oversee the drilling, testing, and installation of a water supply well for the Town of Gilbert. Results of zonal sampling activities conducted during pilot-hole drilling indicated that arsenic concentrations were slightly greater than the MCL for arsenic of 0.01 mg/L in the deepest zone but compliant with the arsenic standard in the upper zonal samples. However, the apparent water production from the deep zone was favorable and was elected to be screened by the project team since in-well blending of the pumped groundwater at the design pump rate could reduce the overall arsenic concentration below the MCL.

Clear Creek Associates developed a well design with an appropriately installed annular seal to isolate the greater arsenic producing zone so the well could be effectively modified to eliminate water contribution from the deepest zone to mitigate elevated arsenic concentrations, if necessary. Results of initial well testing indicated an arsenic concentration of 0.011 mg/L in the pumped groundwater. At the request of the project team, Clear Creek Associates conducted a pumping spinner log coupled with depth-specific sampling to profile the arsenic and water contribution throughout the screened intervals. Results indicated that the arsenic concentration could be reduced below the MCL by eliminating production from the lower interval. After a packer was installed to seal off the lower screened interval and additional test pumping was completed, arsenic concentrations were reduced to 0.006 mg/L in the pumped groundwater. Clear Creek Associates subsequently prepared the technical specifications for the permanent modification to the well for the contractor. Mr. Hanson served as Principal Hydrogeologist for Clear Creek on this project. Mr. Feller, Mr. Halterman and other staff provided field oversight during this project.



Motorola 52nd S. Superfund Site, Phoenix, AZ. Clear Creek is the principal environmental consultant for Freescale Semiconductor Inc. at the Motorola 52nd Street Superfund Site in Phoenix, Arizona. The Motorola 52nd Street Superfund Site is one of the nation's largest and most complicated superfund sites involving the presence of free-phase chlorinated solvents (or "DNAPL") in fractured bedrock, multiple responsible parties, and a large area of impacted groundwater subdivided into multiple Operable Units. Clear Creek Associates personnel have been involved for 20 years in soil and groundwater site characterization activities, completing the remedial investigation and feasibility studies (or RI/FS) for both the Operable Unit 1 and Operable Unit 2 Areas, the design and implementation of both the Operable Unit 1 and Operable Unit 2 groundwater remedies, and implementation of soil remedies at the former Motorola 52nd Street facility. Current activities include on-going groundwater monitoring, DNAPL and bedrock investigations, technical impracticability evaluation support, review and evaluation of the effectiveness of the on-going groundwater remedies, long-term strategic planning and remedy optimization support, potentially responsible identification and settlement support, regulatory support and community involvement support. Through our high quality of work and open communications, Clear Creek Associates staff have established exceptional relationships with EPA and

SECTION 2 – CLEAR CREEK ASSOCIATES CAPABILITIES

ADEQ staff and members of the community at the Site. Mr. Suriano serves as the Principal Hydrogeologist for Clear Creek's on-going support for Freescale Semiconductor at the Site.

Phoenix-Goodyear Airport (PGA) North Superfund Site, Goodyear, Arizona. Clear Creek Associates supports the City of Litchfield Park in assessing the potential impacts of the PGA-North Superfund Site on the City. Clear Creek Associates represents the City as it works with EPA to address the expansion of the plume as it moves towards the City boundaries and its lone supply well for Tierra Verde Lake. Crane Co. was required by EPA to implement a new groundwater remediation plan that was specifically designed to address the uncontrolled plume expansion towards the City. Clear Creek Associates reviewed the design of the remedy, provides on-going groundwater monitoring support and represents the City in reviewing Site activities to ensure that the proposed remediation is successful and that City's concerns are addressed. Clear Creek Associates also participated in public meetings to educate City residents on Site activities. Mr. Suriano is the Principal Hydrogeologist supporting the City of Litchfield Park.

Environmental Services, Arizona Public Service Company, Arizona. Clear Creek Associates is working under a Master Services Agreement with APS to provide a wide variety of environmental services. We are currently in our seventh year of the contract. Services are related to soil and groundwater environmental issues associated with owned, acquired, and pending sale properties. In 2004, we conducted over 20 Phase I and Phase II ESAs related primarily to electrical substation sites around the state. We have also provided technical and field support for PCB characterization and remediation at several sites. Other work includes a successful risk-based closure for a former Leaking Underground Storage Tank (LUST) site in Casa Grande, characterization of an undocumented landfill, and remediation of soils and groundwater beneath a former above ground storage tank fuel system at a site in Buckeye in coordination with the ADEQ Voluntary Remediation Program. Clear Creek Associates oversaw the design and installation of a combined soil vapor extraction / air-sparging system to remediate BTEX and MTBE impacted groundwater and soil. System operation is ongoing and anticipated to be complete during the latter half of 2008. Please contact Mr. Chris Walker of APS at 602-371-6060 for a reference regarding the APS projects.

REFERENCES

Clear Creek Associates has provided the following references for the projects described above.

Marilyn DeRosa, P.E., R.G Ast. Director, Water Resources City of Avondale Water Resources Department 399 E. Lower Buckeye Rd., St. 100 Avondale, Arizona 85323 (623) 333-4411	Alan Martindale Water Quality Supervisor City of Mesa 640 N. Mesa Drive P.O. Box 1466 Mesa, Arizona 85211-1466 (480) 644-3481	Stuart Barney, P.E. Sr. Project Manager Evergreen Communities (MC85 Group Member) 2390 E. Camelback Rd, St 410 Phoenix, Arizona 85016-3479 (602) 808-8600
Darryl Crossman City Manager City of Litchfield Park 214 W. Wigwam Blvd Litchfield Park, AZ 85340 (623) 935-5033	Gary Siders, P.E. Carollo Engineers (Town of Gilbert Well) 3033 N. 44 th St., # 101 Phoenix, Arizona 85018 (602) 474-4113	Jenn McCall Strategic Programs Manager Freescale Semiconductor, Inc. 2100 E. Elliot Road, M/D EL-614 Tempe Arizona 85284 (480) 413-3290

SECTION 3 – PERSONNEL QUALIFICATION AND EXPERIENCE

Clear Creek Associates has a highly qualified professional staff that routinely performs the types of projects and tasks that we anticipate would be conducted under this contract for the City of Avondale. As noted in Section 2, the firm maintains a staff of over 40 in our Phoenix and Tucson offices, including 13 Arizona Registered Geologists and a regulatory specialist. Our group of senior level professionals brings an extensive range of experience in addressing many different water resource and environmental challenges throughout the state making Clear Creek highly qualified to meet the City's water resource and environmental services needs.

KEY PROFESSIONAL STAFF

Any of our professional and support staff may be called upon as needed to participate in projects for the City of Avondale; however, we have identified a core group of key professional staff that will be relied upon for future Avondale projects, based on their experience with working on projects for the City and their areas of expertise. A brief discussion of the qualifications of these key staff is included below and resumes, including certifications, licenses and professional affiliations, are included in Appendix C.

Marvin Glotfelty, R.G.

Mr. Glotfelty is a co-founder and Principal Hydrogeologist with Clear Creek Associates. During his 25-year career, he has participated in projects concerned with almost every aspect of hydrogeology, water supply studies, aquifer testing, well design, well rehabilitation, water rights issues, and water quality assessment. Mr. Glotfelty is recognized as one of the leading experts in well design and construction techniques in the southwestern United States. He has been involved with the design, installation, rehabilitation, and/or abandonment of hundreds of water supply wells. Mr. Glotfelty is a Registered Geologist in Arizona and California, as well as a Licensed Well Driller and Licensed Contractor in Arizona. During the course of his professional career, he has authored over 20 publications in local, national, and international journals, and he has given over 40 presentations and workshops relating to geology, hydrogeology, and water well drilling. For his innovative work on rehabilitation of municipal wells to improve water quality, Mr. Glotfelty was awarded the *City of Phoenix Mayor's Environmental Award in 1995*. As one of the founders of Clear Creek Associates, Mr. Glotfelty will support Avondale's water resource projects as a technical expert.



Clear Creek personnel discuss drilling bit wear at a well site

Tom Suriano, R.G.

Mr. Suriano is a Principal Hydrogeologist with more than 21 years of professional experience in managing environmental investigation and remediation projects at complex chlorinated solvent sites and hydrocarbon sites. Mr. Suriano is a Registered Geologist in Arizona (1993). Mr. Suriano is one of Arizona's leading experts in environmental site investigation and characterization, designing and implementing remedial actions, and in optimizing on-going remedial actions. Prior to joining Clear Creek Associates in 2006, Mr. Suriano was the Remediation Program Manager for Freescale Semiconductor,

SECTION 3 – PERSONNEL QUALIFICATION AND EXPERIENCE

Inc. and its predecessor Motorola's Semiconductor Products Sector (SPS) and was responsible for in managing environmental site assessment and remediation projects in the United States, Europe and Asia for over 13 years. Prior to working at Motorola, Mr. Suriano worked on environmental investigation and water resource projects while at the Salt River Project including developing water management plans for regional well networks and integrating water quality considerations in regional water resource planning. Mr. Suriano played an active role in developing Arizona's new WQARF legislation and in drafting the soil rule, the remedy selection rule and the voluntary remediation program rule. Mr. Suriano was appointed by the Governor and served a term on the *Water Quality Assurance Revolving Fund Oversight Board*. At Clear Creek Associates, Mr. Suriano is working for a variety of municipal, mining and private sector clients at sites involved with CERCLA, RCRA, UST, VRP, and WQARF investigation and remediation activities including representing the City of Litchfield Park at the PGA-North Superfund Site. Mr. Suriano will serve as Principal Hydrogeologist and team leader for environmental projects for the City of Avondale. As Principal Hydrogeologist, he will be responsible for overall technical guidance, site investigation and remediation approach, and senior-level technical review of technical specifications and reports.

Don Hanson, R.G.

Mr. Hanson is a Principal Hydrogeologist with 24 years of professional experience in water resource and environmental consulting services. Mr. Hanson is a Registered Geologist in Arizona (1992) and Wyoming (1998). Mr. Hanson is one of Arizona's leading experts in production well siting; well design, installation and testing; groundwater recharge; Aquifer Protection Permits (APPs); and Underground Storage Facility (USF) and Water Storage (WS) permits. Prior to joining Clear Creek in 2000, Mr. Hanson managed the Phoenix office of Harding Lawson Associates, a national engineering and environmental consulting firm where he spent more than twelve years. Mr. Hanson started his consulting career in 1984 with Dames & Moore, managing and/or serving as principle investigator for numerous groundwater characterization and remediation projects for a range of public and private sector clients. Prior to working in consulting, he was employed by the City of Flagstaff, where he was responsible for managing water production from the San Francisco Peaks watershed and operation and maintenance of the municipal supply well field. He also evaluated and tracked water production from the City's Lake Mary and Woody Mountain well fields. While with Clear Creek Associates, he has been involved with about 17 water supply well and injection well installation projects. He is currently managing multiple public supply well installation, evaluation, and rehabilitation projects in various locations across Arizona. Mr. Hanson previously supported the City of Avondale in modifying its USF permit for the Avondale Wetlands Expansion Project and in developing a recharge well siting prioritization matrix. Mr. Hanson will serve as Principal Hydrogeologist and team leader for water resource projects for the City of Avondale. As Principal Hydrogeologist, he will be responsible for overall technical guidance, well design, and senior-level technical review of technical specifications and reports.

Supporting Mr. Suriano and Mr. Hanson will be a team of highly qualified senior staff and staff level individuals with experience in water resource and environmental consulting projects.

SECTION 3 – PERSONNEL QUALIFICATION AND EXPERIENCE

Steve Corell, R.G.

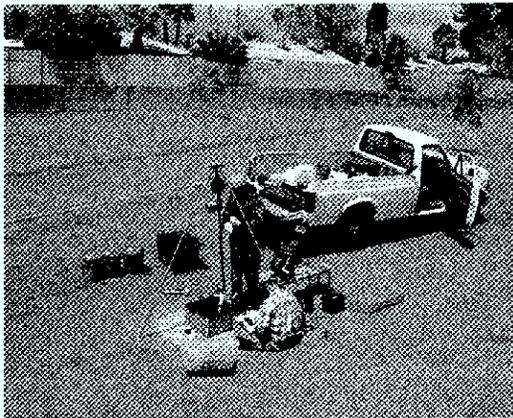
Mr. Corell will serve as Senior Hydrogeologist for projects that include groundwater modeling. He has over 23 years of experience with geological studies, hydrological investigations, and groundwater modeling. He has developed groundwater models of areas covering over 8,000 square miles in Arizona, including a regional groundwater flow and transport model in the northwest Salt River Valley that includes much of Avondale, Arizona; groundwater mounding analyses for several large recharge projects in the southeast Salt River Valley; and the Arizona Department of Water Resources' Salt River Valley Groundwater Flow Model, for which he was recipient of the *Governors Recognition Award in 1994*. Previously, Mr. Corell developed the groundwater model for the Avondale Wetlands site and used the model for the mounding and Area of Impact (AOI) analysis.



Steve Corell working on a groundwater modeling project

ADDITIONAL PROFESSIONAL STAFF

Clear Creek Associates maintains a core group of professional staff that we rely on to support our projects, including **Barbara Murphy, R.G., CPG, Dave Wrzosek, R.G., Wayne Feller, P.E., Dave Giles, Matt Frailey, Geno Mammini, and Barry Halterman**. These individuals will be assigned to manage and oversee field services during the drilling and analysis of exploratory borings, the drilling, installation and testing of groundwater production wells or reinjection wells, conducting environmental



Clear Creek staff collecting water quality samples

site investigations or remediation, conducting groundwater monitoring, and any other tasks that may arise. They will be supported by additional staff level resources who will conduct the field investigations. These staff will also be assigned to reduce and evaluate data collected in the field, and prepare the data for presentation in reports. Each of the field inspectors on our project team has an in-depth understanding of the protocol and techniques for detailed field documentation during drilling supervision, including lithologic logging, drilling fluid control, geophysical log interpretation, zonal sampling, well construction, well development oversight and monitoring, post-construction aquifer testing and environmental site investigations. The members of our field staff are also experienced with the evaluation of spinner logs and video surveys of existing wells.

We fully expect that the staff from the Scottsdale office will be available to meet the needs of future project with the City of Avondale; however, we are prepared to respond to virtually any staffing need that may arise by drawing on the additional professional staff as necessary.



Clear Creek staff collecting aquifer test data

Appendix A

(Vendor Information Form)



Statement of Interest to provide Professional
Services for Capital Improvement Projects for the
2008/2009 and 2009/2010 Fiscal Years

City of Avondale City Clerk
April 16, 2008 (3:00 pm MST, Phoenix, AZ)

SECTION B

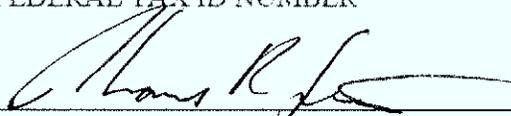
VI. VENDOR INFORMATION FORM

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

Clear Creek Associates, PLC
FIRM SUBMITTING SOQ

86-0961543
FEDERAL TAX ID NUMBER

Thomas R. Suriano, Principal Hydrogeologist
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

6155 E. Indian School Rd., St 200
ADDRESS

480-659-7131 / 480-659-7143
TELEPHONE FAX #

Scottsdale, AZ 85251-5499
CITY STATE ZIP

April 16, 2008
DATE

WEB SITE: www.clearcreekassociates.com

EMAIL ADDRESS: tsuriano@clearcreekassociates.com

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

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

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

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

Appendix B

(Acknowledgment of Addenda Received)



Statement of Interest to provide Professional
Services for Capital Improvement Projects for the
2008/2009 and 2009/2010 Fiscal Years

City of Avondale City Clerk
April 16, 2008 (3:00 pm MST, Phoenix, AZ)

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Clear Creek Associates, PLC, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated
in formulating the Vendor's Offer.


Signed _____ Date April 16, 2008

Thomas R. Suriano
Print Name

Principal Hydrogeologist
Title

Clear Creek Associates, PLC
Company Name

6155 E. Indian School Rd., St 200
Address

Scottsdale, AZ 85251-5499
City, State, Zip Code

END OF ADDENDUM No. 1

Appendix C

(Resumes of Key Project Personnel)

THOMAS R. SURIANO, R.G.

Title

Principal Hydrogeologist

Expertise

Hydrogeology/Geology
Remediation Program Management / Remedy Optimization
Site Characterization / Remediation

Academic Background

B.S., Geosciences, University of Arizona, 1986
Graduate studies in geology and engineering, Arizona State University

Registration

Registered Geologist, Arizona. No. 26775 (1993)
American Institute of Professional Geologists (MEM-1291)

Experience

CLEAR CREEK ASSOCIATES, SCOTTSDALE, ARIZONA; 2006 TO PRESENT

Prior to joining Clear Creek Associates, Mr. Suriano was the Remediation Program Manager for Freescale Semiconductor, Inc. and its predecessor Motorola Semiconductor Products Sector. Mr. Suriano has over 20 years of experience in managing large scale remediation projects and in conducting environmental site assessments, site characterization and remediation. Mr. Suriano had overall responsibility for directing Freescale and Motorola's environmental site investigation and remediation efforts worldwide including at the 52nd Street Superfund Site and the 56th Street and Earll Drive WQARF Site in Central Phoenix. Mr. Suriano provided technical support for environmental litigation activities related to Motorola Semiconductor facilities. Mr. Suriano has extensive experience in State and Federal requirements and processes for conducting environmental investigations and remediation. While at Motorola, Mr. Suriano directed the environmental site assessments related to the acquisition or disposition of numerous industrial facilities in the United States, Europe and Asia. Mr. Suriano's experience includes groundwater investigation and remediation of UST, landfill, chlorinated solvent sites, and metal contaminated soil sites, soil closures with soil vapor extraction and soil excavation and removals, air sparging, drywell and sump removal and abandonment, and groundwater remediation via bioremediation as well as conventional pump and treat technologies. Mr. Suriano deals extensively with regulatory agencies and the community on environmental issues.

Significant projects include the following:

- Program Manager for the groundwater Remedial Investigation / Feasibility Study for the Cyprus Tohono Mine
- Project Manager for soil and groundwater investigation of a former RCRA facility on the Gila River Indian Community
- Technical expert for the City of Litchfield Park regarding the Phoenix-Goodyear Airport North Superfund Site.
- Remedial investigation, remedial design and remedial action, Motorola 52nd Street Superfund Site (soil and groundwater remedies)
- Remedial investigation, early response action development, 56th Street and Earll Drive WQARF site (soil and groundwater remedies)
- Bioremediation pilot project, 56th Street and Earll Drive WQARF site
- Remedial investigation, remedial design and remedial action, Broadway and Dobson Voluntary Remediation Program Site (soil and groundwater remedies)
- Remedial design, groundwater remedial action at the South Mesa WQARF site
- Site characterization and corrective action, Papago Service Center LUST site
- Environmental site assessment and soil remediation, electronics manufacturing facility and plating operations in Seoul, South Korea; Leshan, China; Phillipines; Roznov, Czech Republic

THOMAS R. SURIANO, R.G.

- Environmental site screening, greenfield sites, commercial properties in Paju-Ku, Korea; Silicon Harbor, Hong Kong; Okayama, Japan; Seramban, Malaysia; Tianjin, China, Guangzhou, China.
- Environmental site assessments, industrial facilities in Aizu, Japan; Philippines; Gyonggyong, Hungary
- Soil investigation/closure, remedial action consent decree, North Indian Bend Wash Federal Superfund Site
- Groundwater monitoring well installation, geophysical logging and single well aquifer tests, North Indian Bend Wash Federal Superfund Site
- Salt River Project, Investigation, groundwater monitoring well installation and corrective action at various landfill sites
- Salt River Project, UST site investigation, former Legend City property
- Salt River Project, environmental site assessment of maintenance facility
- Salt River Project, evaluation and incorporation of water quality considerations in water resource production planning

Training

Princeton Groundwater Pollution and Hydrology Course (1991)
Diagnosis and Remediation of DNAPL Sites (1994)
DNAPLs in Fractured Geologic Media: Behavior, Monitoring and Remediation (1997)
University Consortium – Solvents in Groundwater Research Program (Corporate Representative)
OSHA 40-Hour Hazardous Waste Operations (HAZWOPER) Training
OSHA 8-Hour Supervisor Training
OSHA 8-Hour Annual Refresher (2008)

Professional History

Remediation Program Manager, Freescale Semiconductor, 2004-2006
Manager, Remediation & Due Diligence, Motorola SPS, 1994-2004
Scientist-Senior Scientist, Salt River Project, 1986-1994

**Publications/
Presentations**

Bartlett, R.D., Mercer J., **Suriano, T.R.**, 2006, Regional Groundwater Flow and Solvent Groundwater Contamination – How to Create a 15-mile Long Plume in Only 30 years: Arizona Hydrological Society Fall 2006 Symposium, September 14, 2006.

Suriano, T.R., Yantorno, D., Davis, S., 1997, Implementation of the New and Hopefully Improved WQARF: Industry Panel Perspectives, State Superfund Report: What the Future of WQARF Holds for the Arizona Environmental Community, July 1997

Professional Affiliations

Association of Groundwater Scientists and Engineers
Arizona Hydrological Society
American Institute of Professional Geologists
Member, 71st Arizona Town Hall – Ensuring Arizona's Water Quantity and Quality into the 21st Century
Panel Chair, 88th Arizona Town Hall – Arizona's Rapid Growth and Development: Natural Resources and Infrastructure
Past Member – Water Quality Assurance Fund Advisory Board (Chair, Technical Subcommittee; Co-Chair PRP Search Subcommittee)
Past Member – Arizona Groundwater Task Force (Co-Chair, Remedy Selection Subcommittee)

DONALD P. HANSON, R.G.

Title

Principal Hydrogeologist

Expertise

Hydrogeology, Public Supply Wells, Groundwater Recharge, Water Resources

**Academic
Background**

B.S., Geology/Hydrogeology, Northern Arizona University, 1984

Registration

Registered Geologist, 1992 - Arizona Registration No. 26036

Certified Scientist, 1996 - New Mexico Environment Department No. 113

Professional Geologist, 1998 - Wyoming Registration No. PG-2983

Experience

Don Hanson joined Clear Creek Associates in May 2000. He has over 23 years of experience in developing water resources, conducting hydrogeologic investigations, public supply well installation, and groundwater recharge.

Mr. Hanson has a wide range of technical capabilities in field investigations. He has supervised numerous drilling operations using virtually every drilling method, including air-rotary and mud-rotary rigs, reverse circulation, cable tool, hollow-stem auger, solid-stem auger, air hammer, and wireline coring. He has evaluated geophysical logs, zonal groundwater quality samples, rising/falling head tests and spinner logs. He has designed and managed the installation of aquifer storage and recovery (ASR) wells, numerous large-scale (>2,000 gpm) public supply wells, injection wells, and pump-and-treat extraction wells and monitoring wells. He currently manages multiple water resources and well installation projects, as well as a number of environmental and recharge projects. Mr. Hanson is also extensively involved in the evaluation and rehabilitation of existing wells, and has presented numerous case studies on evaluating and improving well efficiency and water quality.

PRIOR TO JOINING CLEAR CREEK ASSOCIATES

Mr. Hanson was manager of the Phoenix office of Harding Lawson Associates, a national engineering and environmental consulting firm.

REPRESENTATIVE PROJECTS INCLUDE:

City of Mesa -- Manager for a 10 well rehabilitation evaluation program for arsenic mitigation to meet the updated 2006 arsenic standard. Project included well video surveys, well cleaning oversight, spinner logging and depth-specific sampling, data interpretation, and well rehab specifications. Several wells have been successfully rehabilitated and now meet the new standard without treatment.

City of Scottsdale -- Managed the design, drilling, construction, and testing of a new public supply / ASR well. This project also included the design and installation of two deep groundwater monitoring wells for the City.

Pulte Homes, Inc. -- Technical expert for water resources development at several Master Planned Communities in the Phoenix metro area. Project manager for the design and installation of 10 large-scale public water supply wells in areas with naturally occurring arsenic and fluoride impacts. Conducted site characterization and developed Hydrologic Study for basin recharge.

Town of Gilbert -- Managed three rehabilitation evaluation projects for arsenic mitigation. Spinner log and zonal sampling data suggested that two of the three wells were candidates for well rehabilitation. Both rehabilitation projects were successful in mitigating the need for arsenic treatment while maintaining production capacity.

City of Chandler - Managed the design and installation of 4 high capacity ASR wells for the Ocotillo Recharge and Recovery Project and 8 high capacity ASR wells at the

**Representative
Projects**

DONALD P. HANSON, R.G.

Tumbleweed Recharge and Recovery site. Projects included well design, bidding services, Water Storage, USF and APP permitting, well installation and testing and O&M support.

Intel, Chandler, Arizona - Managed the design of two replacement injection wells for the Intel Industrial Process Water Treatment Facility. Design considerations included mounding analyses as well as an evaluation of the effects of RO treated water on well construction materials.

Vistancia, LLC. – Manager for the design, permitting and installation of 6 public supply wells to be conveyed to the City of Peoria. Currently managing the design, permitting (WS, USF & APP), and construction of vadose zone injection for reclaimed water from the local WRF

City of Chandler, Arizona - Managed the site characterization and development of a new basin recharge project. Completed Recovery Monitor Well installations. Project included shallow and deep soil borings, development of Hydrologic Study and associated groundwater modeling, Water Storage, USF and APP permitting.

City of Chandler – Managed a 10 well rehabilitation evaluation program for arsenic and nitrate mitigation. Project included static and dynamic spinner logging, zonal sampling, production evaluation and recommendations.

Arizona Hydrological Society (AHS) - Phoenix Chapter
Association of Ground Water Scientists and Engineers (AGWSE)
American Institute of Professional Geologists (AIPG)

Memberships

Publications

1986-*Field Workshop - GW Sampling Methods, WL Measurements, QA/QC, And Documentation.* Solid Waste and Groundwater Conference - ADHS/EPA, Region 9, May.

1987-*Field Workshop - Installation Techniques, GW Sampling Methods, And Pressure Head Measurements,* Westbay (TM) Multipoint System. GSA Conf., Phoenix, October.

1990 and 1991-*Case History On Hazardous Waste Investigations And Remediation.* College of Engineering and Applied Science, ASU, Tempe, April.

2003-*Groundwater Recharge And Its Impacts On Non-Point Source Nitrate Contamination,* 11th Biennial Symposium on Groundwater Recharge, June.

2004-*Water Solutions for Development.* An invited presentation for the DR Horton Continental Series, Phoenix, Arizona, March 24, 2004.

2004-*Chandler's Reclaimed Water Program Yields 30 MGD Water Supply,* Co-author, 19th Annual Water Reuse Symposium, September.

2004-*The Data Game, How Much, What Kinds, and Why.* 20th Annual Tri-State Seminar-on-the-River, September.

2005-*Well Cleaning Eliminates Costly Arsenic Treatment.* AWPCA 78 Annual Conference and Exposition, May.

2005-*Maintaining ASR Well Efficiency.* 12th Biennial Symposium on Groundwater Recharge, June.

2005-*Is It a Pump or Well Problem.* 21st Annual Tri-State Seminar-on-the-River, September

2006-*Developing a Wet Water Supply.* A presentation to Pulte Homes of Arizona, March.

2006-*New Well Techniques for Well Installation.* 22nd Annual Tri-State Seminar-on-the-River, September.

MARVIN F. GLOTFELTY, R.G

Title

Principal Hydrogeologist

Expertise

Hydrogeology/Geology
Water Resources Investigations
Well Assessment, Design, and Installation

Academic Background

M.S., Geology, Northern Arizona University, 1985
B.S., Geology, Northern Arizona University, 1979

Registration/ Licenses

Registered Geologist: Arizona No. 22744 (1989)
Registered Geologist: California No. 4988 (1990)
Licensed Well Driller: Arizona Nos. 160 and 672

Experience

CLEAR CREEK ASSOCIATES, PHOENIX, ARIZONA; 1999 TO PRESENT

Co-founder and Principal of Clear Creek Associates. Areas of specialization include well rehabilitation, well design and construction management, groundwater resources investigations, well siting studies, and assured water supply studies. Mr. Glotfelty has been involved with water resources projects in Arizona and the Southwestern U.S. for over 24 years, and was responsible for managing numerous hydrogeologic and water resources projects. During his 24-year career, Mr. Glotfelty has participated in projects concerned with almost every aspect of hydrogeology, water supply studies, recharge and recovery, aquifer testing, well design, well rehabilitation, water rights issues, and water quality assessments. He has been involved with the design, installation, rehabilitation, and abandonment of over 700 water wells in Arizona, and he was the recipient of the 1995 City of Phoenix Mayor's Environmental Award for his work with rehabilitation of wells to improve their water quality.

WELL REHABILITATION PROJECTS

Mr. Glotfelty has conducted numerous well rehabilitation projects for municipalities and private water companies, to improve the pumped water quality through structural or operational modification of the well. These projects included hydraulic flow profiling of the well, utilizing spinner flowmeter logging or rhodamine dye tracer analyses. In most cases, the flow profiling was conducted under both dynamic (pumping) and static (non-pumping) conditions, and depth-specific groundwater samples were collected to determine the hydrologic and water quality conditions of the well. In addition, conventional aquifer test data were collected and analyzed for each well, and a well video survey of each well was conducted to assess its structural condition.

Mr. Glotfelty has been involved with *over 70* well rehabilitation and well assessment projects for various water purveyors across the southwest, including: Adaman Water Company; Arizona-American Water Company, the City of Chandler, Global Water Company; the City of Mesa; the City of Ontario, California; the City of Peoria; the City of Phoenix; San Antonio Water Company in Upland, California; the City of Scottsdale; and the City of Surprise.

MARVIN F. GLOTFELTY, R.G

The rehabilitation of City of Phoenix Wells Nos. 211, 214, and 250 resulted in a reduction of nitrate concentrations in the pumped water from those wells by 30% to 95%, for which Mr. Glotfelty was awarded the *City of Phoenix Mayor's Environmental Award* in 1995.

The tasks performed as part of these projects included flow profile evaluations of the well to determine the depth intervals that will produce the majority of the water. Flow profiling data were collected using spinner logs or rodamine dye tracer tests under dynamic and static conditions. The data collection also typically includes depth-specific (zonal) groundwater sampling, analysis of aquifer test data, and analysis of well video surveys. Structural modifications to the wells were designed based on these analyses. Mr. Glotfelty was responsible for the design and construction administration for the structural modification of the well. He coordinated and supervised inner-string cementing operations at some wells, utilizing a combination of water well and oil well industry techniques.

Professional History

Co-Founder/Principal Hydrogeologist, Clear Creek Associates, Phoenix, AZ 1999-present

Groundwater Resources Manager, Brown and Caldwell, Phoenix, Arizona; 1994 - 1999

Hydrogeologist, Southwest Ground-water Consultants, Phoenix, Arizona; 1994

Hydrogeologist, Water Resources Associates, Phoenix, Arizona; 1984 - 1994

Drilling Fluid (Mud) Engineer, Magcobar, Farmington, New Mexico; 1979 - 1980

Professional Affiliations

Advisory Board of Southwest Hydrology Magazine (2002 - 2005)

Arizona Hydrological Society (AHS Board of Directors, 1989 to 1993; AHS Phoenix Chapter Vice President, 1990, 1991)

Arizona Water Well Association (Technical Director 1990-present; Legislative Committee 1993-present)

Mountain States Groundwater Expo (symposium of the Water Well Association of five southwestern states) (Symposium Coordinator, 1991, 1994, and 1995)

National Groundwater Association (since 1984)

Honorary Advisory Board of Groundwater Age Magazine (1993 to 1995)

NAU College of Engineering and Natural Sciences Advisory Council

Northern Arizona University Geology Department Advisory Council

Publications/ Presentations

Mr. Glotfelty has authored over 20 publications and given more than 50 presentations and workshops during his career. A listing of his publications and presentations is available upon request.

BARBARA H. MURPHY, RG, CPG

Title

Senior Geologist

Expertise

Environmental Geology
Earth Resources (Soils, Minerals)
Water Resources

**Academic
Background**

B.A., Geology, Mount Holyoke College, South Hadley, Massachusetts, 1975
Field Geology course in Cripple Creek, Colorado
Graduate courses in geology, land use planning, and engineering (soils), Arizona State University
CEUs in Environmental Law (Federal and State of Arizona)

Registration

Registered Geologist: Arizona Registration No. 35025 (2000)

Certification

American Institute of Professional Geologists: Certified Professional Geologist No. 6203 (1982)

Experience

CLEAR CREEK ASSOCIATES, PHOENIX, ARIZONA; 1999 TO PRESENT

Barbara joined Clear Creek Associates in November 1999. Her areas of specialization include environmental geology, water resource evaluations, and environmental compliance. On-going and recently completed projects include the 52nd Street Superfund Site groundwater investigations and cleanup, Motorola 56th Street on-going groundwater investigations, Motorola Mesa on-going groundwater evaluations, a Phase I Environmental Site Assessment (ESA) for a major property (confidential client and location) in west-central Arizona, BLM TriCounty RMPA/EIS, BLM Ironwood RMPA/EIS, BLM Phoenix South RMP/EIS, McGregor Range RMPA/EIS, BLM Socorro RMPR/EIS, and assistance with miscellaneous water resource and environmental projects.

Prior to joining Clear Creek Associates, Barbara worked for Dames & Moore from 1977 to 1999. At Dames & Moore, she provided environmental geology, mineral resources, soils, paleontology, and water resources evaluations for environmental and geotechnical projects. She worked on many projects (including environmental assessments and environmental impact statements) requiring an understanding of NEPA, CERCLA, and RCRA, as well as other federal, state, and local rules and regulations. Many of these projects required coordination with and/or were under the review of various federal and state agencies. Many of these were interdisciplinary projects involving cultural resources, biological resources, public involvement, noise and air evaluations in addition to geological and hydrological studies. Many of these larger multidisciplinary projects also required a comprehensive understanding of the permitting requirements from the early investigatory or environmental feasibility study stages of the project through to completion or actual construction of the project.

Some of the projects at Clear Creek Associates and Dames & Moore are as follows:

- Motorola 52nd Street Superfund Site
- 19th Avenue Landfill Superfund Site
- Motorola 56th Street Facility
- Phase I ESA for 9000 acre parcel in western Arizona
- Coordinated 120 environmental determination (under NEPA compliance) projects for numerous highway projects throughout Arizona as part of the environmental on-call consultant contract with Arizona Department of Transportation (ADOT). Projects required coordination with U.S. Fish and Wildlife Service, Arizona Game and Fish Department, U.S. Army Corps of Engineers, Arizona State Historic

BARBARA H. MURPHY, RG, CPG

Preservation Office, Arizona Department of Agriculture, U.S. Bureau of Land Management, U.S. Forest Service, Arizona State Land Department, several Indian tribes and nations, and numerous towns and cities. Project also required preparation of 404 Permits/401 Certification and related permit applications through the U.S. Army Corps of Engineers and Arizona Department of Environmental Quality.

- Assisted with geologic and hydrogeologic analyses for Aquifer Protection Permit (APP) application for Phelps Dodge Safford District Mine in southeastern Arizona.
- Completed soils evaluation and reclamation plan preparation for proposed copper mine expansion project on BLM and Forest Service lands in southwestern New Mexico for the Little Rock Mine EIS.
- Conducted audit of 200 Phase I ESA reports for completeness for residential, commercial, and agricultural properties throughout the US for lending institution client
- Geology and soils evaluations for Central Arizona Water Control Study which included safety of dams component, provided flood control along the Salt River and storage of Central Arizona Project water in Lake Pleasant
- Environmental geology assessment for proposed copper mine in southern Arizona on U.S. Forest Service land
- Soils evaluation and reclamation plan preparation for proposed copper mine expansion project on BLM and Forest Service lands in southwestern New Mexico for the Little Rock Mine EIS.

**Professional
History**

Assistant to Project Geologist/Environmental Scientist, Dames & Moore, Phoenix, Arizona 1977-1999

Commissioner - Arizona Oil and Gas Conservation Commission; 1990-1993

Geologist, U.S. Bureau of Land Management, Phoenix, Arizona; 1976

Teaching Assistant, Department of Geology, Arizona State University; 1975-1976

Geology Research Assistant, Los Alamos Scientific Laboratory, Los Alamos, New Mexico; summer 1975

Geology Research/Field Assistant, National Science Foundation, Nain Anorthosite Project, Labrador, Canada; summer 1974

**Professional
Affiliations**

American Institute of Professional Geologists: Arizona Section President 1995, 1999, 2008; Arizona Section Vice President 1986; National Vice President 2003; National Advisory Board 1996, 2002, 2003, 2007; National Board committees 1997- 2000; 2005 - 2008

Arizona Geological Society

Arizona Geological Survey – Advisory Board Member, Geologic Mapping Committee

Arizona Hydrological Society – ISMAR6 Planning Committee

**Publications
Presentations**

Co-author, "The Petrology of Deep-Seated Cumulate Inclusions, West Potrillo Mountains, New Mexico" in EOS Transactions, American Geophysical Union, 1975

Panelist at Panel Discussion on *Working with the Geological Community to Set Priorities for Government-Sponsored Geologic Mapping*, 2002 Joint Annual Meeting, American Institute of Professional Geologists/Association of Engineering Geologists, Reno, Nevada, September 24 – 27, 2002

Awards

American Institute of Professional Geologists, Presidential Award 1997

STEVEN W. CORELL, R.G.

Title

Senior Hydrogeologist

Expertise

Hydrogeology/Geology, Groundwater Modeling

**Academic
Background**

B.A., Geology, State University of New York at Plattsburgh, 1981
NGWA - Short Course: Visual MODFLOW, Salem, Mass., 1998
U.S.G.S. Water Resources Division - Advanced Modeling of Groundwater Flow,
National Training Center, Denver, Colorado, 1995
University of Arizona - Subsurface Hydrology, 1990
Arizona State University - Groundwater Hydrology, 1987

Registration

Registered Geologist: Arizona, No. 30999 (1997)

Experience

CLEAR CREEK ASSOCIATES, PHOENIX, ARIZONA; 1999 TO PRESENT

As a Senior Hydrogeologist with Clear Creek Associates, Mr. Corell is responsible for providing technical oversight of hydrogeologic projects and groundwater investigations, developing groundwater flow models to conduct regional water resources planning, and performing water-level mounding simulations for recharge projects. Significant projects include the following.

- **Groundwater Model Studies – USF & APP Permitting**
 - *Chandler Intel Recharge Facility* – groundwater mounding analysis to demonstrate additional site capacity
 - *CAWCD – Agua Fria Recharge Project*, groundwater mounding analysis in support of USF permit
 - *City of Avondale – Avondale Wetlands*, groundwater mounding analysis in support of USF permit
 - *City of Chandler - Chandler Heights Recharge Project*, groundwater mounding analysis in support of USF permit
 - *City of Chandler - Ocotillo Recharge & Recovery Facility*, groundwater mounding analysis in support of USF permit
 - *City of Chandler - Tumbleweed Recharge Facility*, groundwater mounding analysis in support of USF and APP permits
 - *City of Peoria - Beardsley Road WWTP* – groundwater mounding analysis in support of USF Permit
 - *City of Tempe – Ken McDonald Recharge Facility*, groundwater mounding analysis in support of USF Permit
 - *Surprise – Asante SPA2 WRF* – groundwater model study in support of USF and APP permits
 - *Town of Gilbert – South Recharge Facility*, groundwater mounding analysis in support of USF permit
 - *Town of Gilbert – Riparian Preserve*, groundwater mounding analysis in support of USF permit
 - *Johnson Utilities – Anthem @ Merrill Ranch WRP* - groundwater model study in support of APP permit
 - *Johnson Utilities – Copper Basin WRP* - groundwater model study in support of APP permit
 - *Johnson Utilities – Section 11 WWTP* - groundwater model study in support of APP permit

STEVEN W. CORELL, R.G.

- **Vadose Zone Recharge Well Installation**
 - City of Scottsdale Water Campus – construction oversight vadose zone well installation and testing
 - City of Chandler Tumbleweed Recharge Facility – construction oversight vadose zone well installation

**Professional
History**

Hydrogeologist, Bookman-Edmonston Engineering, Inc., Phoenix, Arizona; 1999
Hydrogeologist, Hydrosystems, Inc., Tempe, Arizona; 1997 to 1998
Hydrologist, Arizona Department of Water Resources, Phoenix, Arizona; 1988 to 1996
Geologist, Envirogas Inc., Mayville, New York; 1982 to 1987
Hydrocarbon Well Analyst, Continental Labs, Inc., Denver, Colorado; 1981

**Professional
Awards
Publications**

Governors Recognition Award - Salt River Groundwater Modeling Team, 1994

Corell, S.W., Putman, F.P., Lovvik, D., and Corkhill, E.F., 1996; A Groundwater Flow Model of the Sierra Vista Subwatershed of the Upper San Pedro Basin - Southeastern Arizona, ADWR Modeling Report No. 10.

Corell, S.W., and Corkhill, E.F., 1994. A Regional Groundwater Flow Model of the Salt River Valley-Phase II, Phoenix AMA, Numerical Model, Calibration, & Recommendations. ADWR Modeling Report No. 8.

Corkhill, E.F., **Corell, S.W.**, Hill, B.M., and Carr, D.A., 1993. A Regional Groundwater Flow Model of the Salt River Valley - Phase I, Phoenix AMA, Hydrogeologic Framework and Basic Data Report. ADWR Modeling Report No.6.

Corell, S.W., 1992. Groundwater Flow and Contaminant Transport Model - Central Phoenix, Maricopa County, Arizona. ADWR Modeling Report No. 3.

Corell, S.W., Presentation 2002. "Expanded West Salt River Valley Groundwater Flow Model and its Application to the City of Peoria" – presented at the Arizona Hydrological Society's Symposium 2002.

DAVID J. WRZOSEK

Title

Sr. Project Hydrogeologist

Expertise

Well Evaluation and Rehabilitation
Agricultural-Municipal Well Conversion
Well Impact and Siting Analysis
Project Management of Well Installations
Soil and groundwater investigations, and remediation
Phase I, II and III Environmental Site Assessments

**Academic
Background**

B.S. in Environmental Science- Applied Geology Emphasis, Northern Arizona University, Flagstaff, Arizona 1995

Registrations

Registered Geologist, Arizona Registration No. 45434
Registered Environmental Assessor, California EPA Registration No. 07720

Training

Current Hazardous Waste Operations and Emergency Response (OSHA 29 CFR 1910.120 & GISO 5192), and subsequent refresher courses.

First Aid and CPR

Experience

Clear Creek Associates, Phoenix, Arizona; April 2002 to Present

Mr. Wrzosek joined Clear Creek Associates in April 2002. Mr. Wrzosek is senior project level geologist with twelve years of professional consulting experience. Mr. Wrzosek has managed and participated in numerous well rehabilitation evaluations, ASR and municipal well installations, exploratory boring drilling and testing, and production well evaluations. Mr. Wrzosek is also proficient in (conducted and managed) soils and groundwater investigations, soil and groundwater remedial activities, and environmental site assessments. Mr. Wrzosek has worked on groundwater issues throughout the southwest. Prior to joining Clear Creek Associates in April 2002, he served as an environmental geoscientist for Tetra Tech Inc., and a project-managing scientist for Harding Lawson Associates (a Mactec Company).

Representative projects include:

- Conducted well rehabilitation analysis (agricultural to municipal supply well conversion) on several dozen wells in the Global Water- Santa Cruz Water Company service area in Pinal County, Arizona. These analyses included consideration of arsenic, nitrate, and fluoride concentrations, as they relate to the screened aquifer production profile (flow profiling and interval sampling), and the potential to reduce concentrations through structural rehabilitation and/or flow alteration. Other factors considered for these analyses included well as production capability, structural integrity, and construction deficiencies.
- Conducted well rehabilitation analysis on 10 wells in the City of Mesa. These analyses included consideration of arsenic concentrations, as they

DAVID J. WRZOSEK

relate to the screened aquifer production profile and the potential to reduce concentrations through structural rehabilitation and/or flow alteration.

- Conducted nitrate rehabilitation analysis on 3 wells in the City of Chandler.
- Project manger of the installation of two municipal recovery wells associated with the Sundog Water Reclamation Facility for the City of Prescott, Arizona.
- Project manager of the installation of a three new municipal supply wells for the City of Mesa.
- Project manger of the installation of a new municipal supply well for the City of Buckeye, Arizona.
- Coordination and oversight of aquifer storage and recovery well drilling, installation, development, and testing for the City of Chandler, Arizona Tumbleweed Recharge project.
- Coordination and oversight of production well drilling, installation, development, and testing for the Harquahala Generating Station in Harquahala Valley, Arizona.
- Project management and field oversight of the EB-140 exploratory boring analysis for a future ASR well site for the City of Scottsdale, Arizona.
- Project management of the ASR Well #140, and two deep monitor wells for the City of Scottsdale, Arizona.
- Project management and field oversight for Exploratory Boring -330 for a future well site for DMB within the City of Scottsdale, Arizona.
- Geologist during a RI/FS at Camp Navajo, Bellemonte, Arizona. Duties on this project included sampling and monitoring of different media at approximately 50 different sites during a base wide investigation. Sample media included surface soil, subsurface soil, surface water, groundwater, lake sediment, soil gas, concrete, and wood. Participated in two pilot studies to remediate hydrocarbon contaminated soil. Conducted visual site inspections as part of site assessment surveys. Conducted lithologic logging from drill cores and field mapping. Assisted in seismic surveys, monitoring well installation and development. Collected samples for laboratory analysis of TNT and PCBs in soil.

**Professional
History**

Environmental Geoscientist, Tetra Tech Inc., San Francisco, California;
May 1995 – May 1997

Environmental Geoscientist, Harding Lawson Associates, Phoenix, Arizona;
June 1997 – April 2002

DAVID B. GILES

Project Geoscientist

Phase I and II Environmental Site Assessments
UST removals, soil and groundwater investigations
RCRA Groundwater and Soil Investigations
Monitor, production, injection, vapor and dual extraction well design and installation
Project budget development and implementation
Project management

B.S. General Studies, Northern Arizona University, 1990
Masters of Business Administration, University of Phoenix, 2001

The Princeton Course – Groundwater Pollution and Hydrology
OSHA 40-hr Hazardous Waste Operations (HAZWOPER) Training
OSHA 8-hr Supervisor Training
8-Hour Level “B” Operations Training
8-Hour Unexploded Ordinance and Chemical Weapons Training
8-Hour Confined Space Training
EPA Approved AHERA Asbestos Contractor/Supervisor
16-Hour Mine Safety and Health Administration Safety Training

CLEAR CREEK ASSOCIATES, PHOENIX, AZ; JULY 2000 TO PRESENT

Dave Giles is experienced in a variety of environmental investigations and UST removal projects. Dave provides project estimating, field management, groundwater and soil sampling and analysis, and has strong reporting skills for these projects. He has eleven years of seasoned field knowledge in groundwater, soils, and air monitoring. He is recognized as a hands-on, proactive troubleshooter, who can rapidly identify problems, calculate options, initiate changes and accomplish established goals on time and on budget. Prior to joining Clear Creek Associates in July 2000, Dave provided consulting services for ERM Southwest, and Harding Lawson Associates.

Representative projects include:

- Field Manager for the Terminal 4 Rental Car Service Facility Decommissioning and UST Removal Project for Sky Harbor International Airport. Work included coordination with multiple subcontractors and airport departments during demolition and restoration activities, field inspection and approvals, environmental sampling and agency reporting.
- Project Manager of a 2.5 million dollar per year alliance contract for onsite supplemental environmental services at a west Texas oil refinery. Duties included RCRA and State compliance programs, budget management, OSHA compliance, HR management and strategic planning.

DAVID B. GILES

- Conducted numerous Phase I and II investigations. Work was conducted at gasoline service stations, dry cleaners, electrical substations, and paint dealers. Project related activities for these tasks essentially involved site assessment, agency document review, database review, field activities, and report preparation. Phase II activities generally involved drilling, excavating, or soil gas survey techniques to assess potential vertical and lateral impacts to soil and groundwater. Clients: Unocal, Chevron, Prestige Cleaners, Sherwin Williams, and Arizona Public Service Company.
- Field supervisor of remedial investigation and feasibility study (RI/FS) involving a 40 square mile inland range used by U.S. Army for weapons/artillery practice. Investigation centered on quantities of unexploded ordinance and explosive wastes present in the site area. Client: U.S. Army.
- Field supervisor of landfill closure investigation of out-of-service solid waste landfills at the North and South Rims of the Grand Canyon National Park.
- Field supervisor of numerous drilling operations, using Auger, Rotosonic, Air Rotary Casing Hammer (A.R.C.H.), ODEX, Reverse Circulation with Percussion Hammer, Reverse Flood and Mud Rotary. Clients: U.S. Army, GE Plastics, Arizona Public Service Company, Union Oil Company of California, Chevron U.S.A. Products Corporation.
- Field supervisor of numerous groundwater investigations under various federal and state regulation standards. Duties included quarterly groundwater sampling, weekly to monthly groundwater measurements, contour mapping, and reporting. Clients: Union Oil Company of California, U.S. Army, Major Chemical Distributor, and Arizona Public Service Company.
- Assisted in the preparation of Aquifer Protection Permits for two Aquifer Storage and Recovery Projects for Carrollo Engineers at locations in the City of Chandler, Arizona.
- Assisted in the NPDES permit process necessary for the discharges associated with well installation, development, and testing for a west valley industrial client.
- Installation and testing of two Aquifer Storage and Recovery wells for Carrollo Engineers in Chandler, Arizona.

Project Manager, ERM Southwest, El Paso, Texas; 1999-2000

Program Manager, Harding Lawson Associates, Phoenix, Arizona and El Paso, Texas; 1991-1999

Professional
History

MATTHEW W. FRAILEY

Title

Project Hydrologist

Expertise

Geology/Hydrogeology
Design and Construction Inspection of Water Supply Wells

**Academic
Background**

B.S., Physical Science, Northern Arizona University, 2001

Training

40-Hour OSHA Course - Hazardous Waste Site Health and Safety Training and associated refresher courses
24-Hour MSHA Training - Mine Safety and Operations Training and associated refresher courses

Experience

Clear Creek Associates, Phoenix, Arizona; October 2004 To Present

Mr. Frailey joined Clear Creek Associates in October 2004. His areas of specialization include hydrogeology, well installation and development, hydrologic testing, data analysis, and report preparation. On-going and recently completed projects include:

- **Liberty Park Development Well Installations, Maricopa County, Arizona**
- **Surprise Pointe Development Well Installation, Surprise, Arizona**
- **Municipal Water Supply Well Installation, Gilbert, Arizona**
- **Rehabilitation Evaluation of Two Existing Municipal Wells, Phoenix, Arizona**
- **Rehabilitation Evaluation of Two Existing Municipal Wells, Bernalillo, New Mexico**
- **Oversight of Monitoring Well Installations for the Beardsley Road Water Reclamation Facility, Peoria, Arizona**
- **Vistancia Development Well Installations, West Salt River Valley, Arizona**
- **Oversight of Tumbleweed Aquifer Storage and Recovery Wells, Chandler, Arizona**
- **Oversight of Valencia Water Company Water Supply Well Installations, Buckeye, Arizona**
- **Oversight of Cypress-Tohono Mine Leach Pad Injection Well Installations, Tohono O'odham Nation, Arizona**

MATTHEW W. FRAILEY

- Groundwater Sampling - Motorola 52nd Street Site, Phoenix, Arizona
- Groundwater Sampling - Motorola 56th Street Site, Phoenix, Arizona
- Sierra Montana Development Water Supply Well Installation, Surprise, Arizona

Arizona Department Of Water Resources, Phoenix, Arizona

April 2004 To October 2004

Prior to joining Clear Creek Associates, Mr. Frailey was part of the Water Management Division of the Department of Water Resources. His responsibilities included assisting the public with queries regarding well information, as well as administrating information input and collation for the data bases used for the queries.

Robert S. Dietz Summer Field Camp Scholarship, 2002

Served on the Board of Directors for the Arizona Hydrological Society- Phoenix Chapter, 2004

**Awards and
Recognitions**

**Professional
Affiliations**

Arizona Hydrological Society

Geno J. Mammini

Title

Project Hydrologist

Expertise

Well Impact and Siting Analysis
Project Management and oversight of Well Installations
Soil and groundwater investigations, and remediation
Phase I, II and III Environmental Site Assessments

Academic Background

B.S. in Geology, California State University- Sonoma
Rohnert Park, California- 2000

Registrations

Certified Environmental Manager No. 1939, Nevada Department of Environmental Protection

Training

Current Hazardous Waste Operations and Emergency Response (OSHA 29 CFR 1910.120 & GISO 5192), and subsequent refresher courses.
OSHA 8-hr Supervisor Training

First Aid and CPR

Experience

Clear Creek Associates, Phoenix, Arizona; June 2006 to Present

Mr. Mammini joined Clear Creek Associates in June 2006. Mr. Mammini is a project level hydrologist with over seven years of professional consulting experience. Mr. Mammini has managed and participated in numerous municipal well installations, exploratory boring drilling and testing, and production well evaluations. Mr. Mammini is also proficient in (conducted and managed) soils and groundwater investigations, soil and groundwater remedial activities, and environmental site assessments. Mr. Mammini has worked on groundwater issues throughout the southwest. Prior to joining Clear Creek Associates in June 2006, he served as a Project Geologist for Miller Brooks Environmental, Inc., a Staff Geologist for Kleinfelder, and a Staff Geologist for Cambria Environmental Technology, Inc.

Representative projects include:

- Project manager of the installation of two new municipal supply wells for the City of Mesa.
- Project manager of the installation of two new aquifer storage and recovery (ASR) wells for the City of Chandler.
- Project manager of compliance soil, groundwater, and wastewater sampling activities for Abbott Laboratories/Ross Products Division, Casa Grande, Arizona.
- Coordination and oversight of monitor well drilling, installation, development, and sampling for Romic Environmental Technologies,

Geno J. Mammini

Chandler, Arizona.

- Coordination and oversight of site characterization and cleanup activities including building demolition, debris removal, hazardous waste segregation and disposal for Pulte Homes Inc. in Wickenburg, Arizona.
- Coordination and oversight of lead impacted soil remediation activities conducted at the Sienna Hills property for Pulte Homes Inc. located in Buckeye, Arizona.
- Coordination and oversight of production well drilling, installation, development, and testing of multiple wells for Pulte Homes Inc. Projects included Sun Valley and White Tank Foothills located in Maricopa County, Arizona.
- Coordination and oversight of production well drilling, installation, development, and testing for Meritage Homes, Inc. located in Goodyear, Arizona.
- Coordination and oversight of production well drilling, installation, development, and testing for the Buckeye MC85 Water Group in Buckeye, Arizona.
- Coordination and oversight of the installation of one municipal well for the City of Prescott, Arizona.
- Coordination, oversight, and lithologic logging of geotechnical drilling investigations throughout Arizona. Clients included Costco Wholesale Corporation and Walmart Stores Inc.
- Onsite geologist during multiple service station investigations throughout Arizona, California, and Nevada. Conducted potential vapor receptor surveys and sensitive receptor/well surveys. Oversight and lithologic logging during the installation of monitor wells and soil borings. Soil, water, and vapor sampling. Oversight of tank and product line excavations. Data evaluation and report writing. Clients included Shell Oil Products US, Exxon/Mobil Oil Corporation, Arizona Department of Environmental Quality, and Sonoma Fire Department.

Project Geologist, Miller Brooks Environmental, Inc., Phoenix, Arizona;
March 2005 – May 2006

Staff Geologist, Kleinfelder, Inc., Phoenix, Arizona;
August 2004 – March 2005

Staff Geologist, Cambria Environmental Technology, Inc., Sonoma,
California; August 2000 – July 2004

Wayne M. Feller, P.E.

Title

Project Environmental Engineer

Expertise

Well Evaluation and Rehabilitation
Well Impact and Siting Analysis – ADWR Permitting
Aquifer Testing Analysis
Water Supply Well Installation Oversight
Soil and Groundwater Investigations, Pilot testing, and Remediation

**Academic
Background**

B.S., Environmental Science, Applied Mathematics Emphasis
Northern Arizona University, 1994
Contaminant Transport in Groundwater, University of California – Berkley, 1994

Registration

Registered Professional Engineer (Environmental): Arizona (2005) No. 42803

Training

OSHA 40-Hour HAZWOPER
Supervisory Hazardous Materials/Waste Health and Safety course
First Aid and CPR

Experience

Clear Creek Associates, Phoenix, Arizona; May 2005 to present

Mr. Feller joined Clear Creek Associates in May 2005. Mr. Feller is Senior Project level hydrologist with over 12 years of professional consulting experience. Mr. Feller has managed and participated in several well rehabilitation evaluations, water supply well installations, exploratory boring drilling and testing, and production well evaluations. Mr. Feller is also proficient in performing environmental site assessments, characterizations, and environmental remediation on projects throughout the Southwest. Prior to joining Clear Creek Associates, Mr. Feller served as a project-managing scientist for Kleinfelder and a staff scientist for Harding Lawson Associates and Tetra Tech, Inc.

Representative projects that illustrate water resources and environmental experience are categorized below:

Water Resources

- Mr. Feller has assisted in preparing several Well Spacing-Well Impact Investigations to obtain permits for production wells in the Phoenix and Pinal Active Management Areas. These investigations involved the utilization of specialized computer models and spreadsheets to perform mounding and drawdown analyses. Mr. Feller also assisted in completing the required permit application forms for the wells.
- Conducted well rehabilitation analysis on several wells for a municipality in Southern California. These analyses included consideration of nitrate and perchlorate concentrations, as they relate to the screened aquifer production profile (flow profiling and interval sampling), and the potential to reduce concentrations through structural rehabilitation and/or flow alteration. Other

Wayne M. Feller, P.E.

factors considered for these analyses included production capability, structural integrity, and construction deficiencies.

- Conducted well rehabilitation analyses for several production wells in Mesa, Arizona and in the Arizona Water Company service area. These analyses included consideration of arsenic, nitrate, and fluoride concentrations, as they relate to the screened aquifer production profile (flow profiling and interval sampling), and the potential to reduce concentrations through structural rehabilitation and/or flow alteration. Other factors considered for these analyses included production capability, structural integrity, and construction deficiencies.
- Project Manager of the installation of two water supply wells associated with a residential development in Buckeye, Arizona. Work included well impact analysis, discharge permitting, and construction in accordance with developing Town of Buckeye standards.
- Project Manager for the installation of a new water supply well for the Palo Verde Nuclear Generating Station in Wintersburg, Arizona.
- Participation and oversight of aquifer testing and analysis for several tests conducted at water supply wells.

Environmental

- *Confidential Client, Phoenix, Arizona.* Several sub-site investigations at an existing commercial property proposed for redevelopment in Phoenix. Preliminary work involved the review of historical documents such as city directories and aerial photographs to identify potential sources of contamination. Intrusive work involved a passive soil gas survey, drilling activities at a former dry cleaners and service station, drywell sediment sampling and execution of a clean closure with ADEQ
- *Arizona Public Service - Buckeye.* Conducted site characterization and continued remediation activities for soils and groundwater impacted by a former above ground storage tank fuel system in coordination with the Arizona Department of Environmental Quality Voluntary Remediation Program.
- *ExxonMobil Refining and Supply Company.* Environmental project manager for a new to industry Mobil Retail station to occupy a current LUST site associated with a former corner service station. Negotiated with ADEQ and the City of Chandler to establish the role of Mobil as a volunteer remediator at the site. Coordinated with the architect, developer, and general contractor to incorporate piping plans into the final construction plans for the facility to initiate active remediation.

Wayne M. Feller, P.E.

- *Major Home Builder.* Characterized the extent of lead impacted soils at a former wildcat shooting range at planned residential development. Developed remedial action plan and contract documents for stabilization, excavation and disposal of the lead impacted soils. Provided oversight, confirmation sampling services, and prepared remediation summary report.
- *City of Phoenix Aviation Department.* Performed limited Phase II investigations at sites associated with the expansion and construction at Phoenix Sky Harbor International Airport. Investigations were associated with historical influent versus structural integrity of dry wells, oil/water separators, and drain systems.
- *Orphan UST Site -* Acquired permits, scheduled, and performed UST removal services for an orphan UST system located within the proposed right of way boundary of a redevelopment project. Prepared UST closure report for the ADEQ.
- *City of Phoenix-Steele Indian School Park Helicopter Crash Sites.* Provided additional confirmation sampling for the initial excavations at the points of impact for the Channel 3 and Channel 15 helicopters that crashed during August 2007 at the Steele Indian School Park property. Work involved the collection of confirmation samples for analysis of PAHs, metals, TPH and VOCs. Clear Creek oversaw the removal of additional soil, and collected additional confirmation samples. Remediation activities were summarized and documented.
- *ADEQ Shannon Road Rillito Creek WQARF Site.* Prepared the work plan and conducted an expansive passive soil gas survey using GORE SORBER™ modules at a State of Arizona Superfund site.
- *ADEQ 7th Street and Arizona WQARF Site.* Reviewed historical sources of information to evaluate potential contributors of contamination to groundwater near downtown Tucson. Compiled and prepared an interim remedial action report inclusive of several years of groundwater monitoring data.
- *TCW Land Fund I Holding Company.* Managed the abandonment and relocation of monitoring wells associated with a LUST site from private property to the adjacent City of Phoenix Right of Way in downtown Phoenix. Work included the preparation of plans to acquire a construction permit with Development Services. Also, coordination with the Streets Department was conducted to approve a unique barricading plan that included double lane closures and the construction of a temporary sidewalk to reroute pedestrians to a nearby bus stop in accordance with ADA requirements.

BARRETT W. HALTERMAN

Title

Project Hydrologist
Field Equipment Manager

Registration

Geologist in Training, Arizona In-training Registration # 09749

Expertise

Geology/Hydrogeology

**Academic
Background**

B.S., Geological Sciences, Arizona State University, 2003
A.A., General Business and Information Systems, BYU Idaho, 2000

Training

24-Hour MSHA Course - Mine Safety and Operations Training and associated refresher courses
40-Hour OSHA Course - Hazardous Waste Site Health and Safety Training and associated refresher courses

Experience

**CLEAR CREEK ASSOCIATES, PHOENIX, ARIZONA; SEPTEMBER 2003
TO PRESENT**

Mr. Barry Halterman joined Clear Creek Associates in September 2003. His areas of specialization include the coordination and management of projects relating to hydrogeology, water well permitting, water well installation and development, groundwater sampling, exploratory boring analysis, environmental site investigation including groundwater and soil sampling, data analysis, report preparation, and field equipment management. Mr. Halterman's professional background at Clear Creek Associates includes numerous groundwater investigation and municipal water production projects throughout the state of Arizona. His educational background includes an associate's degree in business and information systems, and a bachelor's degree in geological sciences.

GROUNDWATER DEVELOPMENT AND INVESTIGATIONS

- Sierra Montana Development Water Supply Well Installations, Surprise, Arizona
- Asante Development Well Drilling, Testing and Analysis, Surprise, Arizona
- Asante Development Exploratory Boring Drilling, Testing, and Analysis, Surprise, Arizona
- Municipal Water Supply Wells Drilling, Testing, and Analysis, Surprise, Arizona (Sierra Verde, Litchfield Manor, Marley Park)
- Valencia Water Company Water Supply Wells Drilling and Testing, Buckeye, Arizona

BARRETT W. HALTERMAN

- Tumbleweed Aquifer Storage and Recovery Wells Drilling, Development and Testing, Chandler, Arizona
- Comparative Data Analysis of Tumbleweed Aquifer Storage and Recovery Wells, Chandler, Arizona
- Municipal Water Supply Well Testing and Analysis, Avondale, Arizona
- Municipal Water Supply Well Testing and Analysis, Yuma, Arizona
- Exploration Wells Drilling, Installation, Development, and Testing, Buckeye, Arizona
- Aquifer Testing and Analysis, Queen Creek, Arizona
- Well Impact and Siting Investigation and Study, West Salt River Valley
- Exploration Wells Drilling, Installation, Development, and Testing, Sun Valley, Arizona
- Sun Valley Development Water Supply Well Drilling, Installation, Development, and Testing, Sun Valley, Arizona
- Ajo Water Company Water Supply Wells Drilling, Installation, and Testing, Ajo, Arizona
- Municipal Water Supply Well Drilling and Installation, Show Low, Arizona
- Exploration wells Drilling, Installation, Development, Testing, and Sampling, Detrital Valley (Kingman), Arizona
- Municipal Water Supply Wells Drilling, Installation, and Testing, Tolleson, Arizona
- Municipal Water Supply Wells Drilling, Installation, and Testing, Buckeye, Arizona
- Groundwater Exploratory Boring and Analysis, Goodyear, Arizona
- Municipal Water Supply Wells Drilling, Installation, and Testing, Prescott, Arizona
- Private Water Supply Wells Drilling, Installation, and Testing, Bullhead City, Arizona

ENVIRONMENTAL INVESTIGATIONS

- Motorola 52nd Street Site, Groundwater Sampling, Phoenix, Arizona
- Motorola 56th Street Site, Groundwater Sampling, Monitor Wells Drilling, Installation, Testing, and Sampling, Phoenix, Arizona
- Motorola Mesa, Broadway Rd. and Dobson Rd. Location; Monitor Wells Drilling, Installation, Testing, and Sampling, Mesa, Arizona
- Multiple Phase I Environmental Site Assessments, Phoenix, Arizona

BARRETT W. HALTERMAN

- Phase I Environmental Site Assessment, Yuma, Arizona
- Phase I Environmental Site Assessment, Surprise, Arizona

MINING INVESTIGATIONS

- Cypress-Tohono Mine Monitor Wells Testing, Sampling, Tohono O'odham Nation, Arizona
- Cypress-Tohono Mine Monitor Wells Drilling, Installation, Testing, Sampling, Tohono O'odham Nation, Arizona
- Cypress-Tohono Mine Aquifer Testing and Analysis
- Cypress-Tohono Mine Leach Pad Injection Wells Drilling, Installation, Tohono O'odham Nation, Arizona
- Phelps Dodge Safford Mine Monitor Wells Drilling, Installation, Testing, Safford, Arizona

Internships

Arizona Department of Environmental Quality, Spring 2003
Kleinfelder and Associates, Summer 2003
Clear Creek Associates, Fall 2003

**Awards and
Recognitions**

Arizona Hydrological Society Herman Bouwer Scholarship, 2003
Robert S. Dietz Scholarship, Arizona State University, 2002

**Professional
Affiliations**

Arizona Hydrological Society

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CLEAR CREEK ASSOCIATES, PLC.

[Scope of Work, Cost Estimate and Schedule of Hourly Billing Rates and Fees]

See following pages.



*Practical Solutions
in Groundwater Science*

September 3, 2009

Mr. Michael Smith
Water Resources CIP Manager
City of Avondale
Water Resources Department
399 East Lower Buckeye Road, Suite 100
Avondale, Arizona 85323.

6155 E. Indian School Rd., Suite 200
Scottsdale, Arizona 85251
480-659-7131 office
480-659-7143 fax
www.clearcreekassociates.com

**Scope of Work and Fee Estimate
Avondale Well 25 Rehabilitation Recommendation Review
Avondale, Arizona**

Dear Mr. Smith:

Clear Creek Associates, PLC (Clear Creek) is pleased to present this proposal to the City of Avondale to provide professional consulting services to the City of Avondale regarding the modification of Avondale Well 25. Our proposed scope of work is presented in the following sections.

PROJECT UNDERSTANDING

From approximately March to August 2008, AMEC installed a new production well for the City of Avondale. The well, identified as Well 25, is located along Van Buren Street west of Fairway Drive (cadastral location B(1-1)11 AAB) and has Arizona Department of Water Resources registration number 55-217001. New Drinking Water Source Sampling was conducted by AMEC on May 13, 2008 after completing the installation the well. The sampling results indicated that Nitrate was present at 10 milligrams per liter (mg/L) as N and there was a total dissolved solids (TDS) level of 1,100 mg/L. Arizona has adopted the U.S. Environmental Protection Agency (EPA) primary drinking water maximum contaminant level (MCL) for Nitrate of 10 mg/L. EPA has also established an unenforceable secondary guidance level for TDS of 500 mg/L. Due to water quality concerns, the City of Avondale has not equipped the well with a pump or completed the wellhead at the surface to bring Well 25 into service as a municipal supply well. The City of Avondale is interested in modifying the existing well completion in an effort to improve its water quality. Although there are inherent risks associated

with modifying an existing well, and there can be no assurances regarding the final capacity or quality of water produced by the modified well, Clear Creek's experience has been that under appropriate circumstances, water quality improvements can be realized through well modification efforts. Clear Creek Associates PLC (Clear Creek) prepared a Technical Memorandum dated August 20, 2009 summarizing the construction history of Well 25 and a proposed approach for modifying the existing well. This Scope of Work and Fee Estimate is based on the well modification recommendations in the August 20, 2009 Technical Memorandum. Clear Creek Associates will perform the well modification work on a time and materials basis as set forth below.

SCOPE OF WORK

Task 1: Contracting

Clear Creek Associates will prepare the necessary technical specifications and contract documents to retain the services of the Weber Group to perform well modification and testing services.

Task 2: Permitting.

Clear Creek will prepare the necessary Arizona Department of Water Resources (ADWR) permits for modifying and hydrologic testing Well 25 for the City's signature and submit the permits and applicable fees on behalf of the City. Since the previous New Source Sampling was conducted over one year ago, Clear Creek will also prepare an Arizona Department of Environmental Quality (ADEQ) New Source Sampling form based on the results of the sampling conducted as part of Task 4. In relation to permitting the ADEQ De Minimis General Permit (DMGP) under the AZPDES Program is currently expired. ADEQ has a new DGMP out for public review and anticipates issuing a new DGMP some time this fall. However, ADEQ is currently working with parties on a case-by-case basis to allow discharges to take place in this interim period under certain circumstances. Depending on the timing of the testing activities in relation to ADEQ's timeframe for developing a final DMGP, Clear Creek will either work with ADEQ on a substantively equivalent process or on preparing a DGMP in an effort to secure

ADEQ's approval to discharge the hydrologic testing water to the Aqua Fria river west of Well 25.

Task 3: Well Modification Oversight

Clear Creek will retain the services of Weber Pump and will direct the implementation of the well modification efforts. Clear Creek will oversee critical steps during the well modification process and will provide periodic oversight during less critical steps such as sand emplacement, well development and well testing activities. The existing sounding tube will be sealed and Well 25 modified by emplacing an annular seal above the screen zone in an effort to improve the water quality produced from the well. A copy of the modified well construction diagram is included as Figure 1. The well modification will be conducted in a step-wise approach in an effort to protect the lower portion of the well and in a way to minimize the risk of sealing off the zone of highly productive and good water quality observed between 350 and 390 feet bls. However, some loss of capacity may result and some degradation of Arsenic water quality may be observed as the deeper portion of the well contributes a greater component of water to the well. Clear Creek can not warrant or guarantee the final capacity or water quality of the well after modifications are complete. By agreeing to undertake the work, the City understands the potential risk of damage to or failure of the existing well.

Clear Creek will implement the modification of Well 25 through the following steps:

- If one was not completed after the initial installation of Well 25, Clear Creek Associates recommends that a well alignment survey of Well 25 be completed prior to undertaking the well modification effort. For purposes of this Scope and Fee Estimate, Clear Creek assumes that a well alignment survey was conducted by AMEc after installation of Well 25 and the survey will be made available prior to implementation of the work.
- The existing 1-1/2 inch sounding tube will be backfilled with sand up to 340 feet below land surface (bls). Then a cement seal will be emplaced in the sounding tube to approximately 280 feet bls.
- The blank well casing will be perforated from 340 feet bls to at least 300 feet bls in order to access the annulus within the bentonite seal.

- After perforating, the well will be swabbed in an effort to remove as much of the annular material as possible. Prior to and after the swabbing, the total depth of the borehole will be sounded in order to be able to estimate the volume of the annular fill material that has been removed.
- After completing the swabbing to remove annular material, the well casing will be backfilled with clean sand to 340 feet bls, above the top of the screen interval. The top of the sand will be verified by a tag line.
- After backfilling with sand, neat cement will be pumped into the well casing by a tremie pipe. Sufficient cement will be emplaced to raise and stabilize the cement level within the well casing to approximately 270 feet bls in order to provide hydraulic head to push the cement out across the annulus. The cement will be allowed to cure completely to establish a seal prior to undertaking the next step.
- The cement plug in the well casing will then be drilled out using a cable tool rig. Care will be exercised and drilling rates will be kept to a minimum in an effort to reduce the risk to the well casing while drilling out the cement plug. After the plug is removed, the sand used to backfill the lower portion of the well will be removed by bailing.
- Finally, the length of the well screen will be redeveloped by swabbing, air lifting, and/or pump and surge in an effort to remove fine grained materials that may have been introduced into the filter pack during the well modification effort.

Task 4: Post Modification Testing and Analysis

After the well modification is complete, the well will be retested. An 8-hour step test and a 24-hour constant rate test will be conducted to test the capacity of the modified well. Upon approval of ADEQ, the test water will be discharged to a transfer tank and then by temporary pipeline to the Agua Fria River approximately ½-mile to the west of the well site. Pending New Drinking Water Source samples will be collected at the end of the constant rate test to evaluate the water quality of the modified well. An allowance has been provided for collecting water quality samples for total dissolved solids, nitrate and arsenic at the end of each of the steps in the step test to evaluate changes in water quality over time.



Mr. Michael Smith
City of Avondale
September 3, 2009
Page 5

Task 5: Completion Report

Clear Creek Associates will prepare a report documenting the results of the well modification and testing services.

Task 6: Project Management and Meetings

This task involves coordinating work with the City, holding project meetings and other project management activities. An allowance has also been made for time and materials variances within the estimated tasks.

COST ESTIMATE

Clear Creek has been approved to provide On-Call Services to the City of Avondale. Upon completion of an executed Amendment to our Professional Services Agreement with the City, Clear Creek will perform the scope of work described above on a time and materials basis in accordance with the attached rate schedule (Attachment A). Our estimated cost to complete the scope of work as described above is **\$127,016** as summarized on Table 1 attached to this letter.

This cost and time estimate is based on the best available information and experience with similar projects. The City should be aware that each site is unique with factors that can affect the time and cost for completing the work. Clear Creek's Clear Creek Associates will endeavor to remain within the scope and costs presented in this proposal, however higher costs may occur depending on the factors listed above. We will make every effort to notify the client when it is apparent that our cost estimate will be exceeded and we will provide an explanation of any overage that has or will occur. The client should consider this cost estimate approximate. Our assumptions regarding the anticipated level of effort are described in this Scope of Work and are reflected in this cost estimate.

* * *

Clear Creek Associates appreciates this opportunity to provide consulting services to the City of Avondale. Clear Creek Associates is available to begin work on this project upon execution of a



Mr. Michael Smith
City of Avondale
September 3, 2009
Page 6

professional services agreement with the City. If you have any questions, please call me at 480-659-7131.

Sincerely,

CLEAR CREEK ASSOCIATES

A handwritten signature in blue ink, appearing to read 'Thomas R. Suriano', is written over a faint, larger version of the company logo.

Thomas R. Suriano R.G.
Principal Hydrogeologist

cc: Marvin Glotfelty – Clear Creek Associates

Attachments:

Figure 1 – Proposed Modified Well Design

Table 1 – Cost Estimate Summary by Task

Attachment A – Schedule of Hourly Billing Rates and Other Direct Costs

Location: B(1-1)22aba
Reg. Number: 55-218973

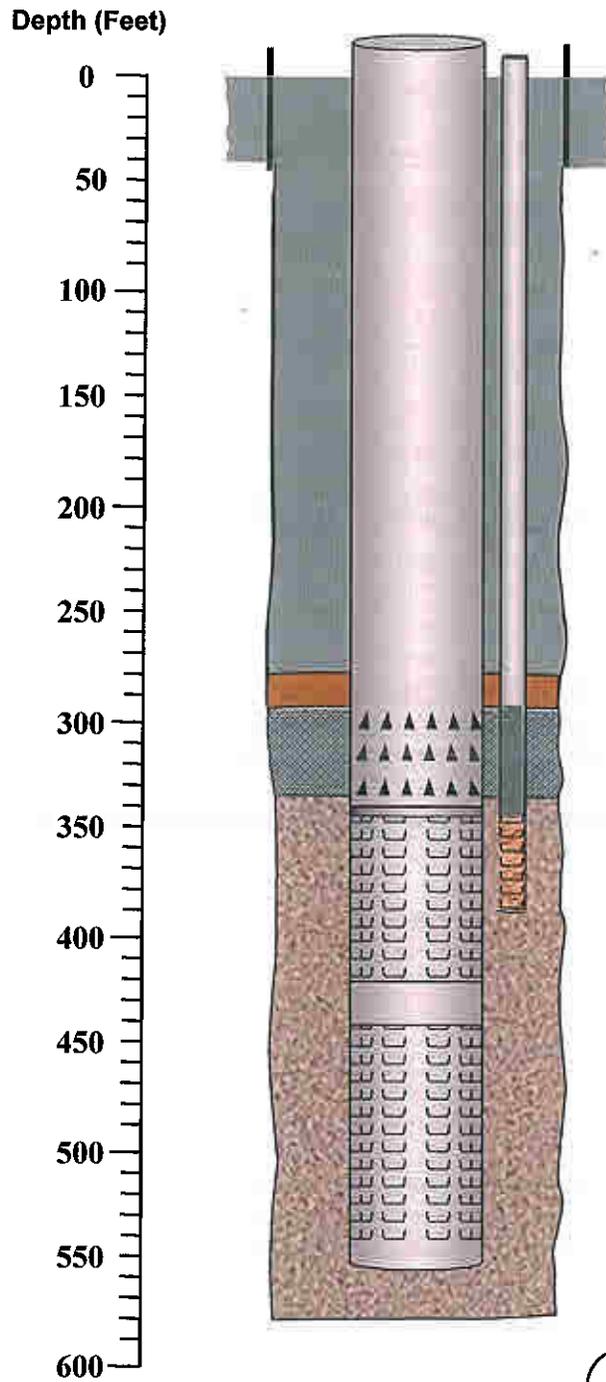


FIGURE 1

MODIFIED WELL DESIGN

Production Well 25

Avondale, Arizona

TABLE 1
Estimated Level of Effort (Hours) and Cost
Well Rehabilitation Services
Avondale Well No. 25

Task	Clear Creek Associates Labor & Direct Costs	Subcontractor Costs	TOTAL Labor & Cost	
			Hrs	Cost
1.0 Rehabilitation Technical Specifications	\$ 3,078	\$ -	24	\$ 3,078
2.0 Well Modification Permitting	\$ 5,948	\$ -	48	\$ 5,948
3.0 Well Modification Oversight	\$ 11,860	\$ 46,127	100	\$ 57,987
4.0 Post-Modification Well Testing and Analysis	\$ 5,574	\$ 41,311	54	\$ 46,885
5.0 Completion Report	\$ 5,336	\$ 41,311	50	\$ 5,336
6.0 Project Management/Meetings	\$ 7,782	\$ -	22	\$ 7,782
PROJECT TOTAL	\$ 39,578	\$ 128,749	298	\$ 127,016

NOTES:

- A) Clear Creek Associates labor and fees will be assessed on a time-and-materials basis, in accordance with our Schedule of Fees (Attachment A).
- B) Subcontractor costs include a 5% allowance on well modification time and materials plus a 15% markup
- C) Assumes Clear Creek staff will provide oversight during critical well modification steps and periodic oversight during non-critical steps

ATTACHMENT A
Clear Creek Associates, PLC
Schedule of Hourly Billing Rates and Fees

Position	Hourly Billing Rate
Principal Hydrologist/Geologist	\$165.00
Senior Hydrologist/Geologist	\$145.00
Sr. Project Hydrologist/Geologist	\$135.00
Project Hydrologist/Geologist	\$115.00
Staff II Hydrologist/Geologist	\$98.00
Staff I Hydrologist/Geologist	\$83.00
Technician II	\$68.00
Technician I	\$58.00
Clerical	\$55.00

Notes: Effective through December 31, 2009

Hourly base rate ranges are revised annually to reflect changes in the cost of doing business.

A 50% surcharge will be added to the above rates for expert testimony.

Schedule of Hourly Billing Rates and Fees (Continued)

FIELD EQUIPMENT		
Identification	Per Day	Per Week
Water Level Indicator (<500 ft)	\$50	\$200
Water Level Indicator (500-1000 ft)	\$75	\$300
Water Level Indicator (>1000 ft)	\$85	\$340
pH/EC/Temperature Meter	\$25	\$100
Bailer, Teflon or SS	\$25/ea.	\$25/ea.
Bailer, Disposable	\$17/ea.	\$17/ea.
Camera (video)	\$25	\$100
Camera (35-mm)	\$10	\$40
Cellular Telephone (local)	\$10	\$40
Cellular Telephone (out-of-town)	\$15	\$60
Computer, Field	\$25	\$100
Flow Meter	\$30	\$120
Vacuum Pump (Air Sampling)	\$40	\$160
GPS	\$15	\$60
Pressure Transducer and Data Logger	\$150	\$600
Additional Transducer	\$50	\$250
Drilling Fluid Filter Press	\$12	\$48
Brunton Compass	\$12	\$48
Chromium Test Kit	\$16	\$64
Distance Measuring Wheel	\$6	\$24
Arsenic Test Kit	\$6/ea.	\$6/ea.
Field Truck (100 miles included, \$0.65 per mile thereafter)	\$95	\$380

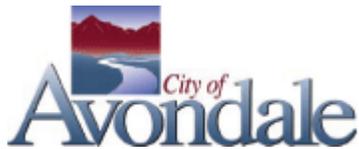
MISCELLANEOUS EXPENSES		
Identification	Unit	Unit Cost
Black and White Photocopies	Page	\$0.10
Color Photocopies	Page	\$1.00
Color Printing	Page	\$1.00
Automobile Mileage	Mile	Current federal rate*
Color Graphics – Bond	Square Foot	\$1.45
Color Graphics – Vellum	Square Foot	\$1.85
Color Graphics – Film	Square Foot	\$2.85
Independent Contract Consultant	Hourly	\$75.00
Subcontractor and Other Expenses		Cost plus 15%

*\$0.55 as of 1/05/09

Effective through December 31, 2009

Mr. Michael Smith
City of Avondale

Well 25 Modification Scope and Fee Estimate
September 3, 2009



CITY COUNCIL REPORT

SUBJECT:
Second Contract Amendment - Hill Brothers

MEETING DATE:
October 5, 2009

TO: Mayor and Council
FROM: Wayne Janis, Water Resources Director (623)333-4444
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the Second Amendment to the Hill Brother Chemical Company contract to purchase chemicals for the Water Resources Center for a new annual aggregate total not to exceed \$200,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Sodium Hypochlorite is used as a disinfectant in the final treatment of the effluent water. Disinfection is needed to meet permit requirements set by ADEQ. It is also used in the Odor Scrubber system for pH control. Permit requirements set by the County require the use of Sodium Hypochlorite for odor control.

Ferric Chloride will be used in the expansion processes for settling out solids loadings entering the system. It will also aid the performance of the new anaerobic digesters.

Sodium Bisulfite is another chemical added to the contract. This is used for dechlorination of the final effluent to meet permit requirements.

DISCUSSION:

The City of Avondale has secured a contract price with Hill Brothers Chemical Co. for the purchase of chemicals used in the wastewater treatment process. The original contract was executed in February 2007. The City of Avondale entered into the contract's First Amendment on April 20, 2009.

The City and Contractor desire to again amend the agreement to increase the contract aggregate amount to purchase additional chemicals and to modify the specifications. The City of Avondale contract was competitively advertised and bid in conformance with Avondale's procurement requirements. Hill Brothers Chemical Co. and the City of Avondale have agreed to extend this agreement for 36 months from April 2009 to March 2012.

BUDGETARY IMPACT:

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

RECOMMENDATION:

Staff recommends that the City Council approve the Second Amendment to the Hill Brother Chemical Company contract to purchase chemicals for the Water Resources Center for a new annual aggregate total not to exceed \$200,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Hill Brothers Contract](#)

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

THIS SECOND AMENDMENT TO THE CONTRACT (this "Second Amendment") is made as of October 5, 2009, between the City of Avondale, an Arizona municipal corporation (the "City"), and Hill Brothers Chemical Company, a California corporation (the "Contractor").

RECITALS

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

B. The Contractor responded to the IFB and the City and Contractor entered into Contract No. 12384C, as amended by that certain First Amendment, dated April 20, 2009, for the provision of water treatment chemicals (collectively, the "Contract"), attached hereto as Exhibit 1 and incorporated by reference.

C. The City has determined that it is necessary to purchase additional chemicals from the Contractor (the "Additional Chemicals"), increase the compensation paid to the Contractor for the Additional Chemicals and modify the Specifications, which are included as Part IV of the Contract, attached hereto as Exhibit 1.

D. The City and the Contractor desire to amend the Agreement to increase the compensation of the Contractor in order to purchase the Additional Chemicals and to modify the Specifications.

AGREEMENT

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

1. Specifications. Part IV of the Contract, Specifications, attached hereto as Exhibit 1, is hereby deleted in its entirety and replaced with the New Specifications, attached hereto as Exhibit 2 and incorporated herein by reference.

2. Scope of Work. Contractor shall provide the Additional Chemicals under the terms and conditions of the Contract, attached hereto as Exhibit 1, and the New Specifications, attached hereto as Exhibit 2.

3. Compensation. The Contractor's total annual compensation under the Contract and this Second Amendment shall be increased by no more than \$53,000.00 from \$147,000.00 to \$200,000.00, as consideration for the Additional Chemicals. The City may purchase the Additional Chemicals at the rates set forth in Exhibit B to the Contract, attached hereto as Exhibit 1.

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

5. Agreement Subject to Appropriation. The provisions of this Second Amendment and the Contract for payment of funds by the City shall be effective when funds are appropriated for purposes of this Second Amendment and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this First Amendment and the City shall keep the Contractor fully informed as to the availability of funds for this Second Amendment. The obligation of the City to make any payment pursuant to this Second Amendment and the Contract is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Second Amendment during any immediately succeeding fiscal year, this Second Amendment shall terminate at the end of the then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Second Amendment and the Contract.

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

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

8. Conflict of Interest. This Second Amendment and the Contract may be cancelled pursuant to 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 first set forth above.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

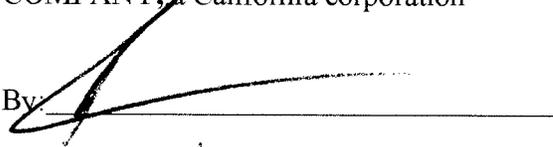
Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Contractor”

HILL BROTHERS CHEMICAL
COMPANY, a California corporation

By: _____


Name: _____

Title: _____

Rusty Mosher

Ac Division Mgr.

(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 9-16, 2009,
by Rusty Mosher as Agent
of HILL BROCHERS CHEMICAL COMPANY, a California corporation, on behalf of such
corporation.

Robin Pendergraft
Notary Public in and for the State of AZ

My Commission Expires:

8-24-2013



EXHIBIT 1
TO
SECOND AMENDMENT
TO
CONTRACT NO. 12384C
BETWEEN
THE CITY OF AVONDALE
AND
HILL BROTHERS CHEMICAL COMPANY

[Contract]

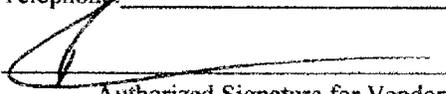
See following pages.

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

OFFER

To the City of Avondale:

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

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

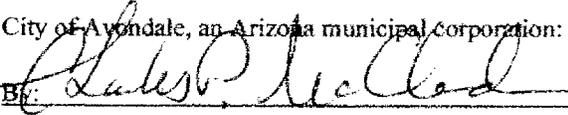
The Vendor Offer is hereby accepted. The "Contract" between the City and the Vendor consists of the following: (i) Vendor Offer, (ii) General Terms & Conditions set forth in Part II herein, (iii) Special Terms & Conditions set forth in Part III herein, (iv) Specifications set forth in Part IV herein,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

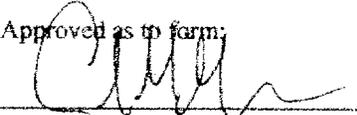
Attested by:

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

Effective Date: _____
 _____^{GC}
 Contract Number
13384
 Official File

City of Avondale, an Arizona municipal corporation:

By: 
 Charles P. McClendon, City Manager

Approved as to form:

 Andrew J. McGuire, City Attorney

Hill Brothers Chemical Co.

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

**PART I
INTRODUCTION**

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

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

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

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

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

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

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

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

**PART II
GENERAL TERMS AND CONDITIONS**

1 BIDDING; AWARD OF CONTRACT

1.1 PREPARATION OF BID:

- A. All Bids shall be on the forms provided in this Bid Package. It is permissible to copy these forms if required. Telegraphic (facsimile) or emailed bids will not be considered.
- B. The Vendor Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to bind the Vendor.
- C. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Vendor Offer.
- D. If price is a consideration and in case of error in the extension of prices in the Bid, the unit price shall govern. No Bid shall be altered, amended or withdrawn after the specified Bid due date and time.
- E. Periods of time, stated as a number of days, shall be calendar days.
- F. It is the responsibility of all Vendors to (i) examine the entire Bid Package, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a Vendor Offer and (iv) submit the entire, completed Bid Package at the time of Bid. Negligence in preparing a Bid confers no right of withdrawal after Bid due date and time.

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

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

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

- 1.4 **PROSPECTIVE BIDDERS' CONFERENCE:** A prospective bidders' conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this Bid Package. The purpose of this conference will be to clarify the contents of this Bid Package in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this Bid Package or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the Bid Package. Oral statements or instructions will not constitute an amendment or addendum to this Bid Package.
- 1.5 **LATE BIDS:** Late bids will not be considered, except as provided by the City Procurement Code. A Vendor submitting a late Bid shall be so notified.
- 1.6 **WITHDRAWAL OF BID:** At any time prior to the specified Bid due date and time, a Vendor (or designated representative) may withdraw its Bid. Facsimile or mailgram bid withdrawals will not be considered.
- 1.7 **AMENDMENT OF BID:** At any time prior to the specified Bid due date and time, a Vendor (or designated representative) may amend its Bid. Facsimile or mailgram bid amendments will not be considered.
- 1.8 **PAYMENT:** Any Bid that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. However, the City shall be entitled to take advantage of any payment discount offered by the Contractor provided payment is made within the discount period. Payment discounts shall be indicated on Pricing Sheet (Exhibit B).
- 1.9 **CURRENT PRODUCTS:** All products offered in the Vendor Offer shall be new and in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this Contract.
- 1.10 **DISCOUNTS:** Payment discounts of 30 calendar days or more will be deducted from the Bid price in determining the low Bid. However, the City shall be entitled to take advantage of any payment discount offered by the Vendor, provided payment is made within the discount period.
- 1.11 **TAXES:** The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

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- 1.12 COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing or presenting the Vendor Offer. Vendor Offers submitted for consideration should be prepared simply and economically, providing adequate information in a concise manner.
- 1.13 VENDOR REGISTRATION:** Prior to the award of the Contract, the successful Vendor shall have a completed Request for Vendor Number on file with the City Financial Services Department.
- 1.14 AWARD OF CONTRACT:**
- A. Unless the Vendor Offer states otherwise, or unless provided within this Contract, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - B. Notwithstanding any other provision of this Contract, the City expressly reserves the right to:
 - 1. Waive any immaterial defect or informality
 - 2. Reject any or all Vendor Offers, or portions thereof
 - 3. Reissue a Bid Package
 - C. A Vendor Offer is an offer to contract with the City based upon the terms, conditions and specifications contained in this Contract. The Contract is formed when the Vendor Offer is accepted by the City.
- 1.15 CERTIFICATION:** By submitting a Vendor Offer, the Vendor certifies:
- A. The submission of the Vendor Offer did not involve collusion or other anti-competitive practices.
 - B. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - C. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Vendor Offer. Failure to sign the Vendor Offer, or signing it with a false statement, shall void the submitted Vendor Offer and any resulting contracts and the Vendor may be debarred from further bidding in the City.
- 1.16 PURCHASE ORDER:** Within 45 days of the City's execution of the Acceptance of Offer and Contract Award, the City may issue a written Purchase Order. The Purchase Order shall

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

2 GENERAL

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

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

3 PERFORMANCE OF THE SERVICES

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

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

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

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

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

- 3.5 TRAINING:** The Vendor shall install the equipment, as applicable and provide training to City personnel for proper operation and utilization. Necessary manuals are to be furnished with each piece of equipment.
- 3.6 PRODUCT DISCONTINUANCE:** In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Vendor to provide a substitute for the discontinued item. The Vendor shall request permission to substitute a new product or model and provide the following:
- A. A formal announcement from the manufacturer that the product or model has been discontinued.
 - B. Documentation from the manufacturer that names the replacement product or model.
 - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
- 3.7 SERIAL NUMBERS:** Vendor Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the Contract term, the City reserves the right to reject any altered equipment.
- 3.8 LICENSES:** Vendor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Vendor.
- 3.9 DEMONSTRATION MODELS:** All Vendors are hereby notified that demonstration units of the Materials offered shall be made available in Avondale. The City shall arrange a time and place for equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City.
- 3.10 BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Vendors but are intended to establish the quality, design or

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

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

4 MISCELLANEOUS

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

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

4.3 TERMINATION; CANCELLATION.

- 4.1.1 For City's Convenience.** This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.
- 4.1.2 For Cause.** This Agreement may be terminated 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.
- 4.1.3 Due to Work Stoppage.** This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.
- 4.1.4 Conflict of Interest.** This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further

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

- 4.1.5 **Gratuities.** The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.
- 4.4 **CONTRACT AMENDMENTS:** This Contract may be modified only by a written Contract Amendment approved by the City and signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.
- 4.5 **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will forthwith be physically amended to make such insertion or correction.
- 4.6 **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- 4.7 **RELATIONSHIP OF PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Vendor should make arrangements to directly pay such expenses, if any.
- 4.8 **INTERPRETATION-PAROL EVIDENCE:** This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the

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

- 4.9 ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by Vendor without prior, written permission of the City and no delegation of any duty of Vendor shall be made without prior, written permission of the City.
- 4.10 SUBCONTRACTS:** No subcontract shall be entered into by the Vendor with any other party to furnish any of the Materials without the prior, written approval of the City. All subcontracts shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract as if the subcontractor were the Vendor referred to herein. The Vendor is responsible for Contract performance whether or not subcontractors are used.
- 4.11 RIGHTS AND REMEDIES:** No provision in this Contract shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Vendor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.
- 4.12 OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
- 4.13 FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

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Force majeure shall not include the following occurrences:

- A. Late delivery of the Materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.
- B. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this subsection 4.13.

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

- 4.14 **RIGHT TO ASSURANCE:** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform it may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 4.15 **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of the Vendor as related to this Contract.
- 4.16 **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of the Vendor or subcontractor that is related to the performance of this Contract.
- 4.17 **WARRANTIES:** Vendor warrants to the City that all Materials furnished shall be new unless otherwise specified and agreed to by the City. If at any time within one year following the date of acceptance of the Materials (or such longer period as may be provided under warranties for materials): (i) any part of the materials furnished shall be or become defective due to defects in either labor or materials, or both or (ii) Vendor's materials are or were not in conformance with original or amended plans and specifications, or supplementary or shop drawings, then the Vendor shall, upon written notice from the City, immediately replace or repair such defective or non-conforming Materials at no cost to the City. Vendor further agrees to execute any special guarantees as provided by the Contract

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

- 4.18 INSPECTION:** All Materials and subject to final inspection and acceptance by the City. Materials failing to conform to the specifications of this Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Materials, the City may elect to do any or all of the following by written notice to the Vendor.
- A. Waive the non-conformance.
 - B. Bring Materials into compliance and withhold the cost of same from any payments due to the Vendor.
- 4.19 NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of Materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
- 4.20 SHIPMENT UNDER RESERVATION PROHIBITED:** Vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.
- 4.21 LIENS:** All Materials shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.
- 4.22 LICENSES:** Vendor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Vendor as applicable to this Contract.
- 4.23 PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the City and shall not be used or released by the Vendor or any other person except with the prior written permission of the City.
- 4.24 PUBLIC RECORD:** All Vendor Offers shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
- 4.25 ADVERTISING:** Vendor shall not advertise or publish information concerning this Contract without prior, written consent of the City.

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4.26 CONFIDENTIAL INFORMATION:

- A. If a Vendor believes that a Bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the City contact of this fact shall accompany the submission and the information shall be identified.
- B. The information identified by the person as confidential shall not be disclosed until the City contact makes a written determination.
- C. The City contact shall review the statement and information and shall determine in writing whether the information shall be withheld.
- D. If the City contact determines to disclose the information, the City contact shall inform the Vendor in writing of such determination.

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

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

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

- A. If the Vendor fails to make delivery of the supplies within the time specified
- B. If the Vendor fails to perform any of the other provisions of this Contract, and fails to remedy the situation within a period of ten days after receipt of notice.

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

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PART III
SPECIAL TERMS AND CONDITIONS

1. **Purpose:** To establish an annual agreement for the transport, delivery and off loading of various chemicals for water treatment at multiple City sites identified in Part IV, Specifications.
2. **Anticipated Usage:** Quantities herein state an approximation of the anticipated annual purchase of the materials. The City reserves the right to increase or decrease the quantities ordered based upon need.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires a Vendor Offer to be valid and irrevocable for 60 days after the opening time and date.
4. **Cooperative Purchasing:** This Contract shall be for the use of the City of Avondale. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in this Contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the Vendor must be in agreement with the cooperative transaction. Any orders placed to the successful Vendor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Contract will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed price, indefinite quantity, term contract.
6. **Term of Contract:** The term of this Contract shall commence on the date it is fully executed by the City, unless a different effective date is set forth herein and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein. By mutual written contract amendment, this Contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.
7. **Escalation:** Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Procurement Agent prior to any adjusted invoicing being submitted for payment.
8. **Shipping Terms:** Prices shall be Freight on Board ("F.O.B.") to the delivery locations identified in Part IV Specifications.
9. Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damaged goods and shall assist the Vendor in arranging for inspection.

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

10. **Delivery:** Delivery shall be made within seventy-two (72) hours after receipt of order. Notwithstanding the provisions of subsection 1.16 of the General Conditions to the contrary, a purchase order may be issued up to 120 days from the date of the Notice of Award.
 - a. Delivery shall be made Monday through Friday between the hours of 6:00 a.m. and 2:00 p.m. MST unless approved in writing by the City at the time of time of order.
11. **Non-Exclusive Contract:** This Contract is hereby awarded with the understanding and agreement that it is for the sole convenience of the City of Avondale. The City reserves the right to obtain like goods or services from another source when necessary.
12. **Warranty:** All Materials supplied under this Contract shall provide a one-year warranty/guarantee against defects in materials and/or performance for all items.
 - a. Each load delivered shall be accompanied with a manufacturer's certification.
13. **Evaluation:** In accordance with the City Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation for Bid.
14. **Liquidated Damages:** Bidder shall state a period of time in days in which delivery shall be accomplished, not to exceed one hundred eighty days from award of bid. In the event of fire, strikes or other unforeseen circumstances beyond the control of the successful bidder, an extension of delivery date may be allowed upon written request. If delivery is not accomplished upon date specified including any extension, not as a penalty, but as liquidated damages, \$430.00 will be deducted from invoice for each day, until delivery is accomplished and material is accepted.
15. **Contractor Review of Documents:** Contractor shall review its bid submission to assure the following requirements are met.
 - a. **One (1) original and one (1) copy of all submissions - MANDATORY**
 - b. **Offer (Page 1) MANDATORY**
 - c. **Acknowledgement of Addenda (Exhibit A) if required**
 - d. **Pricing page(s) (Exhibit B), MANDATORY**
 - e. **References (PART V), MANDATORY**

**PART IV
SPECIFICATIONS**

1. **Sodium Hypochlorite:** Bulk chemical shall be liquid 12.5% sodium hypochlorite solution. The chemical shall be transported, delivered and loaded into two (2) 5,000 sodium hypochlorite storage tanks on an as needed basis.
 - 1.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ
 - 1.2 Each load shall be accompanied with a manufacturer's certification that the chemical is a 12.5% sodium hypochlorite solution.
 - 1.3 The receiving connection is a 2" female "camlock" fitting.
 - 1.4 Every effort will be made to order a minimum load of 4,000 gallons.

2. **Sodium Bisulfite:** Bulk chemical shall be liquid 38% - 40% sodium bisulfite. The chemical shall be transported, delivered and loaded into one (1) 5,000 sodium bisulfite storage tank.
 - 2.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ
 - 2.2 Each load shall be accompanied with a manufacturer's certification that the chemical is 38% - 40% sodium bisulfite or liquid 25% sodium bisulfite as ordered.
 - 2.3 The receiving connection us a 2" female "camlock" fitting.
 - 2.4 Every effort will be made to order a minimum load of 3,500 gallons.

3. **Sodium Bisulfite:** Bulk chemical shall be liquid 25% sodium bisulfite. The chemical shall be transported, delivered and loaded into sodium bisulfite storage tanks. This chemical will be primarily ordered December through March.
 - 3.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ
 - 3.2 Each load shall be accompanied with a manufacturer's certification that the chemical is liquid 25% sodium bisulfite as ordered.

4. **Sodium Hydroxide - 33%:** Chemical shall be liquid 33% sodium hydroxide (caustic soda) solution.
 - 4.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ
 - 4.2 The 33% sodium hydroxide solution shall be transported and delivered in 55-gallon drums.

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

- 4.3 Each delivery shall be accompanied with a manufacturer's certification that the solution is 33% sodium hydroxide.
- 4.4 Contractor shall dispose of empty drums (with a maximum of 2" of product at the bottom).
- 4.5 Every effort will be made to order a minimum of 4 drums.
5. **Sodium Hydroxide – 25%:** Bulk chemical shall be liquid 25% sodium hydroxide solution.
 - 5.1 Delivery Location: Arsenic Treatment Facility, 3850 North El Mirage Road, Avondale, AZ
 - a. Initial delivery will be approximately 3,900 gallons. Subsequent quantities will vary depending upon demand. It is estimated that this facility will require at least 3,950 gallons per month.
 - 5.2 Each delivery shall be accompanied with a manufacturer's certification that the solution is 25% sodium hydroxide
6. **Ferric Chloride:** Chemical shall be liquid 35% ferric chloride solution.
 - 6.1 Delivery Location: Arsenic Treatment Facility, 3850 North El Mirage Road, Avondale, AZ
 - a. Initial delivery will be approximately 1,200 gallons. Subsequent quantities will vary depending on demand. It is estimated that this facility will require at least 1,250 gallons per month.
 - 6.2 Each delivery shall be accompanied with a manufacturer's certification that the solution is 35% ferric Chloride.
7. **Liquid Carbon Dioxide:** NSF approved.
 - 6.1 Delivery Location: Arsenic Treatment Facility, 3850 North El Mirage Road, Avondale, AZ
 - a. Initial delivery will be approximately 52,000 pounds. Subsequent quantities will vary depending on demand. It is estimated that this facility will require 18 tons per month.

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

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

8.1 Delivery locations:

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

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

**PART V
REFERENCES**

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

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

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

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

Hill Brothers Chemical Co.

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

**PART VI
LICENSES:**

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

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

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No XX.

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

Hill Brothers Chemical Co.

Division of Planning & Tax Services



City of Phoenix

PRIVILEGE (Sales) TAX LICENSE

LICENSE NO. 69062743
The City of Phoenix, Arizona
Business License Fee: \$25

This document is valid for the privilege to conduct business in the City of Phoenix, Arizona. The license is valid for the calendar year 2007.

Business name/address

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

2007

The privilege license is not a warranty, endorsement, or approval of quality or value by the City of Phoenix, Arizona. The license is valid for the calendar year 2007.

DEPARTMENT OF WEIGHTS AND MEASURES
Phone: (602) 255-6211
DEVICE LICENSE

BMF #: 2912

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

EXPIRES ON: 09/01/2007

RSA License	Number of Devices	Fee Code
1	1	001
5	1	002
1	1	003
2	1	005

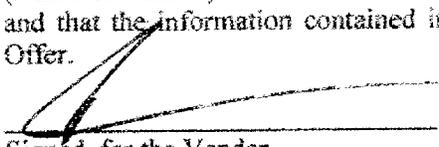
HILL BROTHERS CHEMICALS
4450 N 42ND AVE
PHOENIX, AZ 85019

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

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

**EXHIBIT A
CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED**

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



Signed, for the Vendor

February 15 _____, 2007
Date

ADDENDA RECEIVED:

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

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

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

**EXHIBIT B
PRICING**

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

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

Hill Brothers Chemical Co.

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

Item	Description of Material	Location	Frequency	Estimated Annual Quantity	Unit	Unit Price	Extended Price
SALT - No Bid (N/B)							
1.8	Bulk Course Salt NSF Approved	Well 15 12533 W. Van Buren	Every 2 Weeks	26,000	Pound	\$ <u>N/B</u>	\$ <u>N/B</u>
1.9	Bulk Course Salt NSF Approved	Well 16 12585 W. McDowell Rd.	Every 2 Weeks	39,000	Pound	\$ <u>N/B</u>	\$ <u>N/B</u>
1.10	Bulk Course Salt NSF Approved	Well 19 12250 W. McDowell Rd	Every 2 Weeks	52,000	Pound	\$ <u>N/B</u>	\$ <u>N/B</u>
1.11	Bulk Course Salt NSF Approved	Well 23 Encanto & 118th Avenue	Every 2 Weeks	26,000	Pound	\$ <u>N/B</u>	\$ <u>N/B</u>
1.12	Bulk Course Salt NSF Approved	Gateway Booster Station 1940 North 99th Avenue	Every 2 Weeks	26,000	Pound	\$ <u>N/B</u>	\$ <u>N/B</u>
1.13	Bulk Course Salt NSF Approved	Northside Booster Station 3850 North El Mirage Rd	Every 2 Weeks	39,000	Pound	\$ <u>N/B</u>	\$ <u>N/B</u>
1.14	Bulk Course Salt NSF Approved	Northeast Booster Station 3100 N. 107th Avenue	Every 2 Weeks	26,000	Pound	\$ <u>N/B</u>	\$ <u>N/B</u>
1.15	Bulk Course Salt NSF Approved	4800 South Dysart Road	As Needed	25,000	Pound	\$ <u>N/B</u>	\$ <u>N/B</u>
Subtotal Salt:							\$ <u>N/B -0</u>
Tax Rate						<u>N/B</u>	% Taxes: \$ <u>N/B -0</u>

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

Hill Brothers Chemical Co.

EXHIBIT 2
TO
SECOND AMENDMENT
TO
CONTRACT NO. 12384C
BETWEEN
THE CITY OF AVONDALE
AND
HILL BROTHERS CHEMICAL COMPANY

[New Specifications]

See following pages.

NEW SPECIFICATIONS

1. Sodium Hypochlorite: Bulk chemical shall be liquid 12.5% sodium hypochlorite solution. The chemical shall be transported, delivered and loaded into two (2) 12,000 gallon sodium hypochlorite storage tanks on an as needed basis.

- 1.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ.
- 1.2 Each load shall be accompanied with a manufacturer's certification that the chemical is a 12.5% sodium hypochlorite solution.
- 1.3 Every effort will be made to order a minimum load of 4,000 gallons.

2. Sodium Bisulfite: Bulk chemical shall be liquid 38% - 40% sodium bisulfite. The chemical shall be transported, delivered and loaded into one (1) 6,000 gallon sodium bisulfite storage tank.

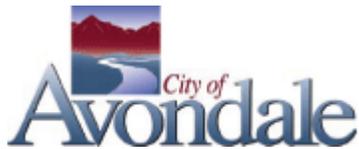
- 2.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ.
- 2.2 Each load shall be accompanied with a manufacturer's certification that the chemical is 38% - 40% sodium bisulfite or liquid 25% sodium bisulfite as ordered.
- 2.3 Every effort will be made to order a minimum load of 3,500 gallons.

3. Sodium Hydroxide – 33%: Bulk chemical shall be liquid 33% sodium hydroxide (caustic soda) solution. The chemical shall be transported, delivered and loaded into one (1) 8,000 gallon sodium hydroxide storage tank.

- 3.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ.
- 3.2 Each delivery shall be accompanied with a manufacturer's certification that the solution is 33% sodium hydroxide.

4. Ferric Chloride: Bulk chemical shall be liquid 35% ferric chloride solution. The chemical shall be transported, delivered and loaded into one (1) 6,000 gallon ferric chloride storage tank

- 6.1 Delivery Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, AZ.
- 6.2 Each delivery shall be accompanied with a manufacturer's certification that the solution is 35% ferric Chloride.



CITY COUNCIL REPORT

SUBJECT:

Amendment to Purchase Agreement - Sunland, Inc.-Asphalt & Sealcoating for the 6th Street Cold-In-Place Recycle Project

MEETING DATE:

October 5, 2009

TO: Mayor and Council

FROM: Sue McDermott, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 1 to the Sunland, Inc.-Asphalt & Sealcoating dba Sunland Asphalt Purchase Agreement for additional concrete work in the amount of \$29,210.21 that was not included in the original agreement, authorize the transfer of \$29,210.21 from Street Fund Line Item 304-1089-00-8420 to Street Fund Line Item 304-1009-00-8420 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On June 16, 2009, the City Manager approved a purchase agreement with Sunland Asphalt. That contract authorized construction services for the reconstruction of 6th Street from Western Avenue to Pacific Drive.

DISCUSSION:

The City's original contract with Sunland, Inc. Asphalt was to conduct cold-in-place recycling of the existing asphalt on 6th Street. There were not any plans for construction outside of the pavement area. During construction however, it was found that the existing sidewalk ramps were not ADA compliant and there was curb and gutter which was failing. It was determined that replacing these substandard items should be done while the contractor was conducting other concrete work.

BUDGETARY IMPACT:

Funding in the amount of \$29,210.21 will need to be transferred from Street Fund Line Item 304-1089-00-8420, Van Buren - Bridge to Fairway to Street Fund Line Item 304-1009-00-8420, Citywide Street Enhancements.

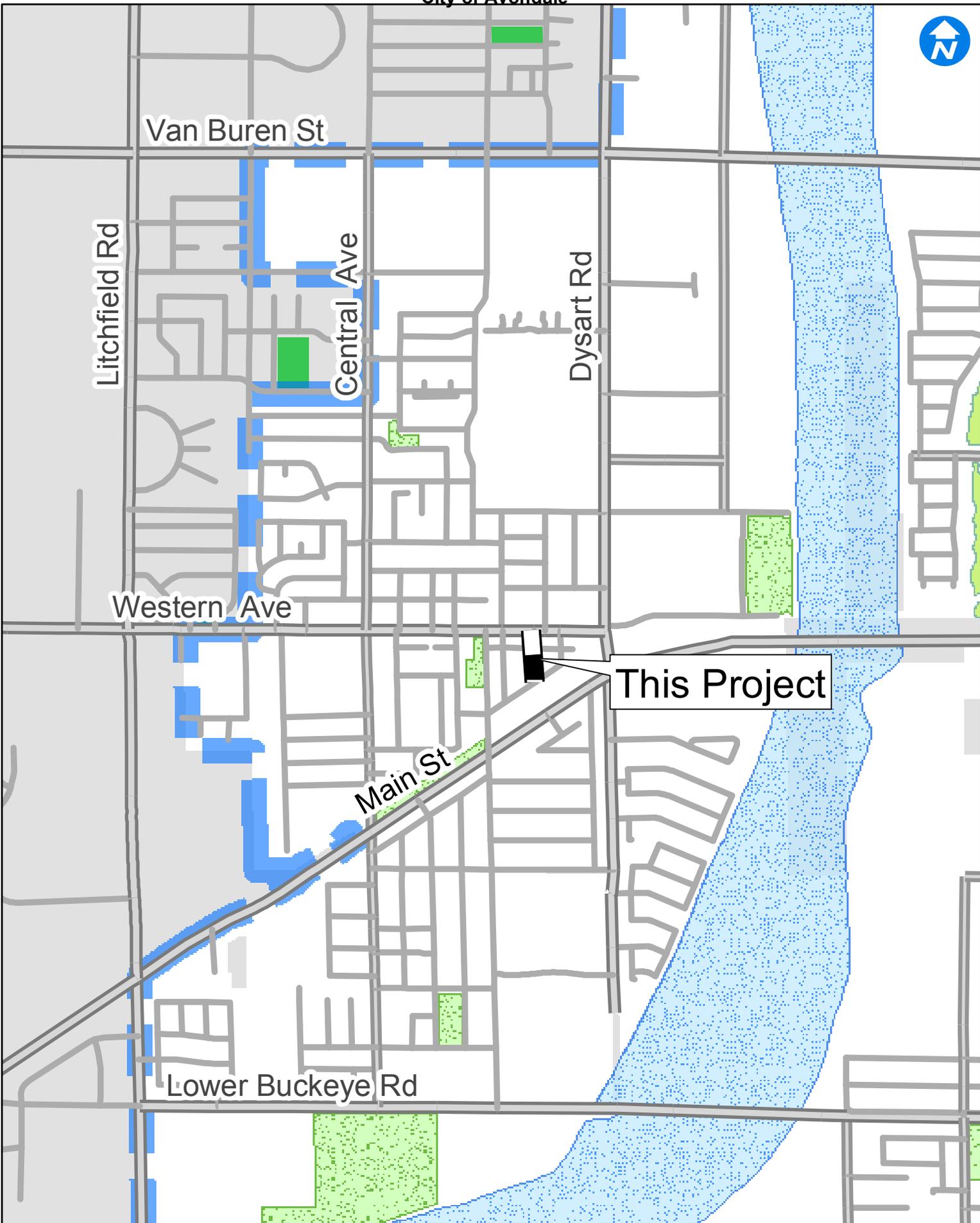
RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 1 to the Sunland, Inc.-Asphalt & Sealcoating dba Sunland Asphalt Purchase Agreement for additional concrete work in the amount of \$29,210.21, authorize the transfer of \$29,210.21 from Street Fund Line Item 304-1089-00-8420 to Street Fund Line Item 304-1009-00-8420 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- [☐ Vicinity Map](#)
- [☐ Change Order](#)
- [☐ Amendment](#)



This Project

Vicinity Map
6th St CIR Project

CONSTRUCTION CONTRACT CHANGE ORDER

CITY OF AVONDALE ENGINEERING DEPARTMENT

Project Name: 6th St CIR DEMO
City Project No.: N/A
Design Engineer: Sunrise Engineering

CHANGE ORDER NO.: 1 Date: September 9, 2009
Change Order Request No.: 1 Date: September 9, 2009

CONTRACTOR: Sunland Asphalt

Original Contract Start Date: June 30, 2009
Original Contract Completion Date: July 30, 2009
Revised Contract Completion Date: July 30, 2009

CHANGE ORDER DESCRIPTION: During construction it was found that the existing sidewalk ramps were not ADA compliant and there was curb and gutter that was failing. It was determined that replacing these substandard items should be done while the contractor was conducting other concrete work. Total change order is not to exceed \$29,210.21.

REASON FOR CHANGE ORDER: Additional work was needed to bring concrete to an acceptance level.

CONTRACT AMOUNT

Original Contract: \$ 43,632.00
Previous C.O.'s: \$ 0.00
This Change Order: \$ 29,210.21
Total All C.O.'s: \$ 29,210.21
Revised Contract: \$ 64,842.21

CONTRACT TIME

Original Contract: 30 days
Previous C.O.'s: 0 days
This Change Order: 0 days
Total All C.O.'s: 0 days
Revised Contract: 30 days

IT IS AGREED BY THE CONTRACTOR that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impact, delay and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order. This document shall become an amendment to the initial contract and all stipulations and covenants of the initial contract shall apply hereto.

CONTRACTOR:
Sunland Asphalt

CITY OF AVONDALE:
By: _____
Charles P. McClendon, City Manager

By: _____
(sign) (date)
(date)

Title

Attest: _____
Carmen Martinez, City Clerk (date)

**FIRST AMENDMENT
TO THE
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SUNLAND, INC. – ASPHALT & SEALCOATING
d/b/a/
SUNLAND ASPHALT**

THIS FIRST AMENDMENT TO THE PURCHASE AGREEMENT (this “Agreement”) is entered into as of October 5, 2009, between the City of Avondale, an Arizona municipal corporation (the “City”) and Sunland, Inc. – Asphalt & Sealcoating, an Arizona corporation, d/b/a/ Sunland Asphalt (“Contractor”).

RECITALS

A. The City and the Contractor entered into a Purchase Agreement dated June 1, 2009, for asphalt recycling, demolition and construction services related to intersection improvements generally located at Western Avenue and 6th Street, in Avondale, Arizona (the “Agreement”).

B. The City determined that additional services were necessary to make the intersection improvements compliant with the requirements of the Americans with Disabilities Act of 1990, as amended (the “Additional Services”).

C. The City and the Contractor desire to amend the Agreement to add the Additional Services and to increase the compensation of the Contractor for the Additional Services.

AGREEMENT

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

1. Scope of Work. The Contractor shall provide the Additional Services as set forth in the Change Order attached hereto as Exhibit 1 and incorporated herein by reference.

2. Compensation. The Contractor’s total compensation under the Agreement shall be increased by no more than \$29,210.21 from \$43,632.00 to \$72,842.21 as consideration for the Additional Services as more particularly set forth in Exhibit 1.

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

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

5. 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”

“Contractor”

CITY OF AVONDALE, an Arizona
municipal corporation

SUNLAND, INC. – ASPHALT &
SEALCOATING, an Arizona corporation
d/b/a/ SUNLAND ASPHALT

By: _____
Charles P. McClendon, City Manager

By: _____

ATTEST:

Name: _____

Carmen Martinez, City Clerk

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 SUNLAND, INC. –
ASPHALT & SEALCOATING, an Arizona corporation, d/b/a/ SUNLAND ASPHALT, on
behalf of the corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
FIRST AMENDMENT
TO THE
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SUNLAND, INC. – ASPHALT & SEALCOATING
d/b/a/
SUNLAND ASPHALT

[Change Order]

See following pages.

CONSTRUCTION CONTRACT CHANGE ORDER

CITY OF AVONDALE ENGINEERING DEPARTMENT

Project Name: 6th St CIR DEMO
City Project No.: N/A
Design Engineer: Sunrise Engineering

CHANGE ORDER NO.: 1 **Date:** September 9, 2009
Change Order Request No.: 1 **Date:** September 9, 2009

CONTRACTOR: Sunland Asphalt

Original Contract Start Date: June 30, 2009
Original Contract Completion Date: July 30, 2009
Revised Contract Completion Date: July 30, 2009

CHANGE ORDER DESCRIPTION: During construction it was found that the existing sidewalk ramps were not ADA compliant and there was curb and gutter that was failing. It was determined that replacing these substandard items should be done while the contractor was conducting other concrete work. Total change order is not to exceed \$29,210.21.

REASON FOR CHANGE ORDER: Additional work was needed to bring concrete to an acceptance level.

CONTRACT AMOUNT

Original Contract: \$ 43,632.00
Previous C.O.'s: \$ 0.00
This Change Order: \$ 29,210.21
Total All C.O.'s: \$ 29,210.21
Revised Contract: \$ 72,842.21

CONTRACT TIME

Original Contract: 30 days
Previous C.O.'s: 0 days
This Change Order: 0 days
Total All C.O.'s: 0 days
Revised Contract: 30 days

IT IS AGREED BY THE CONTRACTOR that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impact, delay and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order. This document shall become an amendment to the initial contract and all stipulations and covenants of the initial contract shall apply hereto.

CONTRACTOR:
Sunland Asphalt

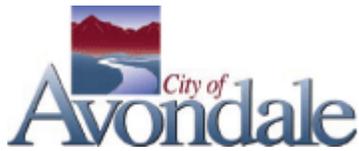
CITY OF AVONDALE:

By: _____
(sign) (date)

By: _____
Charles P. McClendon, City Manager

Title

Attest: _____
Carmen Martinez, City Clerk (date)



CITY COUNCIL REPORT

SUBJECT:

Resolution 2866-1009 - Accepting Grant from the U.S. Department of Energy for Energy Efficiency Initiative Program Funding

MEETING DATE:

October 5, 2009

TO: Mayor and Council

FROM: Janeen Gaskins, Grants Administrator (623)333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a resolution authorizing an agreement with the U.S. Department of Energy for the purpose of accepting an ARRA Energy Efficiency and Conservation Block Grant funding in the amount of \$706,600 to initiate eight energy efficient projects/programs throughout the city.

BACKGROUND:

The Department of Energy issued formula grant funding under the Energy Efficiency and Conservation Block to all municipal and state governments as part of the American Recovery Reinvestment Act of 2009. In order to receive the funding, city staff developed an Energy Strategy that would become part of the grant application.

On June 8, 2009 and June 15, 2009 city staff requested direction from the City Council to ensure that the funding requests would encompass the optimal benefit to the City and its residents. The grant application was submitted on June 25, 2009 and funding award notification was received on September 11, 2009. The grant application was approved for the entire formula allocation of \$706,600.

DISCUSSION:

The City of Avondale's staff worked with the City Council and the Environmental Commission to develop an Energy Strategy that would provide direction for the utilization of EECBG funding. The outcome included the following eight projects/programs:

	Title	Leverage \$ /Other Sources	DOE ARRA Funding	Jobs	Energy Savings CO ²	Energy Saving kWh	DOE ARRA Admin
1	Southwest Valley Sustainability Fair	2,000 *	6,000	0.0	0	0	600
2	LEED Training Programs	1,500 *	30,000	0.0	0		3,000
3	City and Community Energy Audit	123,500	70,000	2.0	0		7,000

4	Friendship Park LED Lighting Project	7,200	75,500	1.0	125	174,315	7,400
5	Civic Center LED Lighting Project	9,120	101,000	1.0	129	180,125	10,100
6	Purchase Power Agreement	0	200,000	2.5	129	179,200	20,000
7	Permit Fee Waiver Solar/Wind	0	10,000	0.0	0	0	1,000
8	Residential Rebate/Incentive program	0	150,000	4.0	74		15,000
	* includes program income	143,320	642,500	10.5	457	533,640	64,100

The individual programs and projects have preliminary descriptions that were approved by the Department of Energy (see attachment A). Details of the programs will be developed and brought back to the City Council as the elements are ready for implementation.

BUDGETARY IMPACT:

The grant award is in the amount of \$706,600 with a match requirement of \$140,820. The match funding will come from the general fund budgets of individual departments and private partnerships.

Project/Program	Department	Source
Southwest Valley Sustainability Fair	Community Initiatives	General Fund
City and Community Energy Audit	Community Development	APS/SPR Private Partnerships
Friendship Park LED Lighting Project	Parks and Recreation	Engineering
Friendship Park LED Lighting Project	Engineering	In-kind from workers time to install new lights
Civic Center LED Lighting Project	Parks and Recreation	Engineering
Civic Center LED Lighting Project	Engineering	In-kind from workers time to install new lights

RECOMMENDATION:

Staff recommends that the City Council approve a resolution authorizing an agreement with the U.S. Department of Energy for the purpose of accepting an ARRA Energy Efficiency and Conservation Block Grant funding in the amount of \$706,600 and authorizing the expenditure of up to \$140,820 in cost sharing funds to initiate eight energy efficient projects/programs throughout the city.

ATTACHMENTS:

Click to download

 [Resolution 2866-1009](#)

RESOLUTION NO. 2866-1009

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE U.S. DEPARTMENT OF ENERGY FOR ENERGY EFFICIENCY INITIATIVE PROGRAM FUNDING.

WHEREAS, the U.S. Department of Energy, Office of Energy Efficiency & Renewable Energy, has awarded the City of Avondale (the “City”) a grant in the amount of \$706,600.00 for project funding relating to the City’s Energy Efficiency Initiatives (the “Grant”); and

WHEREAS, the Grant award requires a local cost share by the City of up to \$140,820.00; and

WHEREAS, the Council of the City of Avondale desires to enter into an Assistance Agreement with the U.S. Department of Energy relating to acceptance and administration of the Grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. The Assistance Agreement with the U.S. Department of Energy relating to acceptance and administration of the Grant funds (the “Agreement”) is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The expenditure of up to \$140,820.00 in cost sharing funds is hereby authorized and officially designated to be used in conjunction with the Grant funds.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, October 5, 2009.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

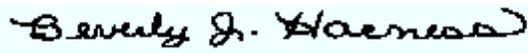
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2866-1009

[Assistance Agreement]

See following pages.

ASSISTANCE AGREEMENT

1. Award No. DE-SC0002045		2. Modification No.		3. Effective Date 09/08/2009		4. CFDA No. 81.128		
5. Awarded To AVONDALE, CITY OF Attn: JANEEN K. GASKINS 11465 W CIVIC CENTER DR, STE. 200 AVONDALE AZ 853236806				6. Sponsoring Office EERE (FORS) U.S. Department of Energy Office of Energy Efficiency & Renewable Forrestal Building 1000 Independence Avenue, SW Washington DC 20585			7. Period of Performance 09/08/2009 through 09/07/2012	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other		9. Authority Energy Independence & Recovery Act 2007			10. Purchase Request or Funding Document No. 09SC004665			
11. Remittance Address AVONDALE, CITY OF Attn: JANEEN K. GASKINS 11465 W CIVIC CENTER DR, STE. 200 AVONDALE AZ 853236806				12. Total Amount Govt. Share: \$706,600.00 Cost Share : \$140,820.00 Total : \$847,420.00			13. Funds Obligated This action: \$706,600.00 Total : \$706,600.00	
14. Principal Investigator Janeen Gaskins, 623-333-1025		15. Program Manager Martha J. Kass Phone: 865-576-0717			16. Administrator Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831			
17. Submit Payment Requests To OR for Oak Ridge/OSTI U.S. Department of Energy Oak Ridge Office Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831				18. Paying Office			19. Submit Reports To See Reporting Rqts Cklist	
20. Accounting and Appropriation Data Block Grant								
21. Research Title and/or Description of Project EECBG - AZ - CITY OF AVONDALE								
For the Recipient				For the United States of America				
22. Signature of Person Authorized to Sign				25. Signature of Grants/Agreements Officer 				
23. Name and Title		24. Date Signed		26. Name of Officer BEVERLY HARNESS		27. Date Signed 09/08/2009		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-SC0002045	2	2

NAME OF OFFEROR OR CONTRACTOR
 AVONDALE, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 002486884 TAS::89 0331::TAS Recovery Recovery Act: Block Grant for ARRA Funding. New award for Avondale, AZ ASAP: YES Extent Competed: NOT AVAIL FOR COMP Delivery Location Code: 00522 Oak Ridge Office U.S. Department of Energy Oak Ridge Office 230 Warehouse Road Oak Ridge TN 37830 Payment: OR for Oak Ridge/OSTI U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Fund: 05796 Appr Year: 2009 Allottee: 30 Report Entity: 471999 Object Class: 41000 Program: 1005115 Project: 2004350 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

ATTACHMENT 2 – PROJECT ACTIVITY WORKSHEETS

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM – FORMULA GRANTS

EECBG Activity Worksheet

Grantee: City of Avondale Date: 06/19/2009

DUNS #: 2486884 Program Contact Email: jgaskins@avondale.org

Program Contact First Name: Janeen Last Name: Gaskins

Project Title: City and Community Energy Audits

Activity: 3. Residential and Commercial Buildings and Audits If Other: _____

Sector: All Sectors If Other: _____

Proposed Number of Jobs Created: 2.00 Proposed Number of Jobs Retained: _____

Proposed Energy Saved and/or Renewable Energy Generated: 0

Proposed GHG Emissions Reduced (CO2 Equivalents): 0.000

Proposed Funds Leveraged: \$123,500.00

Proposed EECBG Budget: 200,500.00

Projected Costs Within Budget: Administration: \$7,000.00 Revolving Loans: _____ Subgrants: \$70,000.00

Project Contact First Name: Andrea Last Name: Page Email: apage@avondale.org

Metric Activity: Energy Audits If Other: _____

Project Summary: *(limit summary to space provided)*

An energy audit is an inspection, survey and analysis of energy flows in a building, process or system with the objective of understanding the energy dynamics of the system. This audit will be conducted to determine opportunities to reduce the amount of energy input into the system without negatively affecting the output(s). When the object of study is an occupied building it is important to reduce energy consumption while maintaining or improving human comfort, health and safety. The energy audit will also prioritize the energy use improvements based on cost effectiveness.

This program will provide funding to hire 2 Certified Energy Auditors that will conduct investment-grade audits for the City of Avondale's older municipal buildings and to provide grant funding to residents and business owners who desire energy audits. The consultants will provide a dynamic model of energy-use characteristics of the existing facility and all energy conservation measures identified. The building models will be calibrated against actual utility data to provide a realistic baseline for the purposes of computing operating savings for proposed measures. Extensive attention will be given to understanding the operating characteristics of all energy consuming systems as well as, the situations that cause load profile variations on short and long term bases (e.g. daily, weekly, monthly, and annual).

The City of Avondale has plans to provide an audit for the Waste Water Treatment Plant related projects. These projects provide leverage in the amount of \$123,000. This will allow the city to seek auditing for multiple projects and maintain, retain or create jobs in the energy fields.

A grant process for all non municipal building projects will be developed with a small 5% match requirement and a commitment letter to implement at least one of the suggested energy improvements within three years will be a stipulation of award.

The project start date will be September 2009 and will be completed within the first 18 months after funding is awarded. The total cost of the project is \$200,930. This project will not need any NEPA action as noted in the grant guidance on page 19 (action item 3). This project also falls in line with several of Avondale's guiding principles. The program will be administered by the Development Services Department and the Waste Water Department with assistance from the Energy Efficiency and Conservation Coordinator, Grant Administrator and the City Controller. Specific measurements to be tracked include: number of audits performed by sector; floor space audited by sector; and, auditor's projection of energy savings by sector. Findings from the municipal audits will be added to the City's Energy Efficiency and Conservation Strategy and presented to the City Council for implementation funding approval in future years.

EECBG Activity Worksheet

Grantee: City of Avondale Date: 06/19/2009

DUNS #: 2486884 Program Contact Email: jgaskins@avondale.org

Program Contact First Name: Janeen Last Name: Gaskins

Project Title: Permit Fee Credit for Solar/Wind Energy Systems

Activity: 4. Financial Incentive Program If Other: _____

Sector: All Sectors If Other: _____

Proposed Number of Jobs Created: 0.00 Proposed Number of Jobs Retained: _____

Proposed Energy Saved and/or Renewable Energy Generated: 0

Proposed GHG Emissions Reduced (CO2 Equivalents): 0.000

Proposed Funds Leveraged: \$0.00

Proposed EECBG Budget: 1,100.00

Projected Costs Within Budget: Administration: \$1,000.00 Revolving Loans: _____ Subgrants: \$10,000.00

Project Contact First Name: Andrea Last Name: Page Email: apage@avondale.org

Metric Activity: Financial Incentives for Energy Efficiency If Other: _____

Project Summary: *(limit summary to space provided)*

The Permit Fee Credit for Solar/Wind Energy Systems will credit (or waive) a portion or all permit fees on a new building or when retrofitting existing buildings with a qualifying solar energy system. The program will credit the amount paid by an applicant for a building permit up to \$1,000 for the installation of a qualifying solar energy system or the actual amount of the permit fee, whichever is less. Impact Fees and Plan Check Fees will remain the same.

The project will run until the grant funding is gone. The estimated time frame for expenditure is 18 months. The project will be administered by the Development Services Department with assistance from the Grants Administrator, Energy Efficiency and Conservation Coordinator, and the Finance Department. The project will include tracking and measuring for monetary value of financial incentives by sector, total value of investment incentivized by sector, and estimated impact of the total investment.

EECBG Activity Worksheet

Grantee: City of Avondale Date: 06/19/2009
 DUNS #: 2486884 Program Contact Email: jgaskins@avondale.org
 Program Contact First Name: Janeen Last Name: Gaskins
 Project Title: Rebate/Incentive Program for Residential Energy Efficiency Improvments
 Activity: 4. Financial Incentive Program If Other: _____
 Sector: Residential If Other: _____
 Proposed Number of Jobs Created: 4.00 Proposed Number of Jobs Retained: _____
 Proposed Energy Saved and/or Renewable Energy Generated: 102974 kWh
 Proposed GHG Emissions Reduced (CO2 Equivalents): 74.000
 Proposed Funds Leveraged: \$283,140.00
 Proposed EECBG Budget: 448,140.00
 Projected Costs Within Budget: Administration: \$15,000.00 Revolving Loans: _____ Subgrants: \$150,000.00
 Project Contact First Name: Andrea Last Name: Page Email: apage@avondale.org
 Metric Activity: Renewable Energy Market Development If Other: _____

Project Summary: *(limit summary to space provided)*

The City of Avondale will use EECBG funding to offer a rebate/incentive program for Avondale residential electric utility customers served by Arizona Public Service (APS) or Salt River Project (SRP). The intent of the program is to provide additional incentives to homeowners to make energy efficiency improvements to their homes. The program is first come, first served and Avondale's rebate/incentive will not exceed 90% of the net cost of the project after all applicable federal, state rebates and rebates/incentives provided and private partner agencies (APS and SRP).

The rebate/incentive provided will coincide by those offered by APS and SRP and will only be awarded if the projects qualify under the established program guidelines of APS and SRP. Rebate/incentives will be offered for the installation of solar electric systems, solar water heaters, and for replacement of A/C and/or heat pump units for both APS and SRP customers. APS customers may also receive a rebate amount for the testing and repair of air leaks in heating/cooling duct systems. SRP customers may also receive a rebate for the purchase of super-efficient dishwashers or clothes washers. The two programs will work together so that the resident will receive the maximum rebates allowable.

This program will create or maintain approximately 4 job (EECBG FAQ). This project will run the length of the grant period and if possible will become a continuous program. Collaborating agencies are Arizona Public Services Company (APS) and Salt River Project (SRP). These are the largest utility companies in Maricopa County.

The estimated amount of energy savings over the life of the program is 102,974 kWh or 74 metric tons of greenhouse gas. Form NETL F 451.0-1/3 EECBG has been attached as required in the grant guidance for this project.

This project will be administered by the Development Services Department in conjunction with the City Manager's Office, Neighborhood Family Services Department and with assistance from the Grant Administrator, Energy Efficiency and Conservation Coordinator, and the Finance Department. Specific areas of measurement will include: monetary value of financial incentives provided by sectors, total value of investment as a result of the incentive by sector, and estimated impact of the project.

EECBG Activity Worksheet

Grantee: City of Avondale Date: 06/19/2009
DUNS #: 2486884 Program Contact Email: jgaskins@avondale.org
Program Contact First Name: Janeen Last Name: Gaskins
Project Title: Southwest Valley Sustainability Fair
Activity: 6. Buildings and Facilities If Other: _____
Sector: All Sectors If Other: _____
Proposed Number of Jobs Created: 0.00 Proposed Number of Jobs Retained: _____
Proposed Energy Saved and/or Renewable Energy Generated: 0
Proposed GHG Emissions Reduced (CO2 Equivalents): 0.000
Proposed Funds Leveraged: \$2,000.00
Proposed EECBG Budget: 8,600.00
Projected Costs Within Budget: Administration: \$600.00 Revolving Loans: _____ Subgrants: \$6,000.00
Project Contact First Name: Sammi Last Name: Curless Email: scurless@avondale.org
Metric Activity: Workshops, Training, and Education If Other: _____

Project Summary: *(limit summary to space provided)*

The City of Avondale in conjunction with the City's Environmental Affairs Commission will host a public "sustainability" fair within 12 months of the funding award. This community event will feature workshops focused on sustainability efforts as well as a vendor fair. Children activities will also play an integral part in the programming in an effort to start the younger generation thinking about energy efficiency.

Residents and business owners from other Southwest Valley cities and towns will be encouraged to attend. The primary objective of the fair is to provide education and realistic options for all sectors. Demonstration projects and exhibits will allow residents and business owners to experience/learn about products. Vendors will be charged a fee for participating in the event. They will be allowed to sell merchandise at the event.

This project will be administered by the Community Relations and Public Affairs Department with assistance from the Energy Efficiency and Conservation Coordinator, Grant Administrator, and the Finance Department. Success of this project will be measured by the number of attendees that attend the event and the number of workshops presented at the event.

EECBG Activity Worksheet

Grantee: City of Avondale Date: 06/19/2009
 DUNS #: 2486884 Program Contact Email: igaskins@avondale.org
 Program Contact First Name: Janeen Last Name: Gaskins
 Project Title: LEED Staff Training Program
 Activity: 8. Codes and Inspections If Other: _____
 Sector: Public If Other: _____
 Proposed Number of Jobs Created: 0.00 Proposed Number of Jobs Retained: _____
 Proposed Energy Saved and/or Renewable Energy Generated: _____
 Proposed GHG Emissions Reduced (CO2 Equivalents): 0.000
 Proposed Funds Leveraged: \$1,500.00
 Proposed EECBG Budget: 34,500.00
 Projected Costs Within Budget: Administration: \$3,000.00 Revolving Loans: _____ Subgrants: \$30,000.00
 Project Contact First Name: Andrea Last Name: Page Email: apage@avondale.org
 Metric Activity: Workshops, Training, and Education If Other: _____

Project Summary: *(limit summary to space provided)*

This LEED Staff Training Program will provide training for Avondale's Development Services staff for energy design reviews, energy modeling and performance analysis and LEED certification; and also to provide training for building inspectors for building thermal envelope, heating/cooling, ventilation, water heating and lighting. Staff would attend seminars and on-line trainings. Avondale would also purchase books and other training materials to support the program.

Avondale adopted the 2006 edition of the International Energy Conservation Code (ECC) in January 2007 which became affective July 2007. The amended code requires all commercial buildings to be at least 15% or more energy efficient than baseline requirements. This affects exterior building design (thermal envelop) internal building loads and heating and cooling equipment. This program is important because an integrated design approach plays a vital role in meeting the energy performance requirements.

Energy code compliance should be determined early in the design process and preferably the design development phase. Energy modeling and performance analysis is the most effective tool for testing the energy performance of a building at various stages of design. Achieving 15% energy cost savings will also help qualify builders for the energy segment of most green building programs including the City of Avondale, LEED and Green Globe rating program.

This project can be completed within 18 months. The City of Avondale will open the training up to other entities through aggressive marketing tools. Avondale will host the training and charge a reasonable fee for those not employed by the City of Avondale. That fee will be used as funding leverage. Funds will be used for cost overages and for future trainings to ensure that staff members are well versed in energy code and requirements.

LEED certifications cost approximately \$500/each including the exam and preparation material. There are 4 levels of exams in total, although many staff members will only pass the 1st non-technical level (Associate Level). By certifying city staff the city will save time and consultant fees. The estimated financial saving associated with this program is \$10,000-\$15,000/year. Specific areas to be measured includes the number of vendors and the number or program attendees.

EECBG Activity Worksheet

Grantee: City of Avondale Date: 06/19/2009
 DUNS #: 2486884 Program Contact Email: jgaskins@avondale.org
 Program Contact First Name: Janeen Last Name: Gaskins
 Project Title: Civic Center Project LED Lighting
 Activity: 12. Lighting If Other: _____
 Sector: Public If Other: _____
 Proposed Number of Jobs Created: 1.00 Proposed Number of Jobs Retained: _____
 Proposed Energy Saved and/or Renewable Energy Generated: 180,125 kWh
 Proposed GHG Emissions Reduced (CO2 Equivalents): 129.000
 Proposed Funds Leveraged: \$9,120.00
 Proposed EECBG Budget: 120,220.00
 Projected Costs Within Budget: Administration: \$10,100.00 Revolving Loans: _____ Subgrants: \$101,000.00
 Project Contact First Name: Christopher Last Name: Reams Email: creams@avondale.org
 Metric Activity: Transportation If Other: _____

Project Summary: *(limit summary to space provided)*

The City of Avondale will retrofit 38 existing 250-watt High Pressure Sodium (HPS) light fixtures and 38 existing 400 watt Metal Halid (MH) parking lot lights with LED fixtures. The City would realize a cost saving through utilization of less electricity and 10 year fixture life versus 3 year life for HPS light fixtures. Metering will be installed to monitor energy savings.

This project can be completed within 18 months. This project will create or sustain approximately 1 job. Based on the current usage of utility rates it is anticipated that \$18,768 annually in energy savings will be realized over the life of the existing equipment. These savings would also result in 129 metric tons of greenhouse gas reductions per year. In addition, the new lighting technology could allow the City to reduce light levels to meet or exceed current standards. The new lighting technology is readily available in the United States.

This project will be implemented by the Parks, Recreation Library and Facilities Department, Engineering Department, Energy Efficiency and Conservation Coordinator, Grant Administrator, and Finance Controller. NEPA action is not required for this project. Specific areas to be measured includes the number of lighting fixtures replaced and then energy savings as indicated by the electric bill.

EECBG Activity Worksheet

Grantee: City of Avondale Date: 06/19/2009
 DUNS #: 2486884 Program Contact Email: jgaskins@avondale.org
 Program Contact First Name: Janeen Last Name: Gaskins
 Project Title: Friendship Park LED Lighting Project
 Activity: 12. Lighting If Other: _____
 Sector: Public If Other: _____
 Proposed Number of Jobs Created: 1.00 Proposed Number of Jobs Retained: _____
 Proposed Energy Saved and/or Renewable Energy Generated: 174,315 kWh
 Proposed GHG Emissions Reduced (CO2 Equivalents): 125.000
 Proposed Funds Leveraged: \$7,200.00
 Proposed EECBG Budget: 90,100.00
 Projected Costs Within Budget: Administration: \$7,400.00 Revolving Loans: _____ Subgrants: \$ 75,500.00
 Project Contact First Name: Christopher Last Name: Reams Email: creams@avondale.org
 Metric Activity: Other If Other: City Park Lighting Retrofits

Project Summary: *(limit summary to space provided)*

The City of Avondale will retrofit 60 existing 250-watt High Pressure Sodium (HPS) light fixtures with LED fixtures. The City would realize a cost saving through utilization of less electricity and 10 year fixture life versus 3 year life for HPS light fixtures. A secondary benefit will be the benefit to residents that utilize the park.

There are currently 60 High Pressure Sodium light fixtures located at Friendship Park. Use of the new LED lighting will result in reducing the city's use of energy, a reduction in fossil fuel emissions, and the creation of approximately 1 job and provide operational efficiency of the lighting for the city.

New lighting technology could allow the City to reduce light levels to meet or exceed current standards. The new lighting technology is readily available from U.S. based suppliers.

Based on the current usage of utility rates it is anticipated that \$16,560 annual in energy saving will be realized over a 10 year life cycle. These savings would also result in 125 metric tons of CO2 saved or reduced annually.

This project will be managed by the Parks, Recreation Library and Facilities Department in conjunction with the Engineering Departments, Energy Efficiency and Conservation Coordinator, Grants Administrator and the Finance Controller. Funds for this project will be obligated within the first 18 months of the EECBG funding. No NEPA action is required for this project.

EECBG Activity Worksheet

Grantee: City of Avondale Date: 06/19/2009
 DUNS #: 2486884 Program Contact Email: jgaskins@avondale.org
 Program Contact First Name: Janeen Last Name: Gaskins
 Project Title: Avondale PPA Project
 Activity: 13. Onsite Renewable Technology If Other: _____
 Sector: Public If Other: _____
 Proposed Number of Jobs Created: 2.50 Proposed Number of Jobs Retained: _____
 Proposed Energy Saved and/or Renewable Energy Generated: 1000
 Proposed GHG Emissions Reduced (CO2 Equivalents): 0.720
 Proposed Funds Leveraged: \$0.00
 Proposed EECBG Budget: 220,000.00
 Projected Costs Within Budget: Administration: \$20,000.00 Revolving Loans: _____ Subgrants: \$200,000.00
 Project Contact First Name: Rogene Last Name: Hill Email: Rhill@avondale.org
 Metric Activity: Renewable Energy Market Development If Other: _____

Project Summary: (limit summary to space provided)

The City of Avondale will implement a Power Purchase Agreement to install renewable energy solutions on City facilities that will generate a minimum of 1 megawatt of renewable energy. A Purchase Power Agreement (PPA) is a long-term contract to generate power using renewable energy technology. A Power Purchase Agreement is an alternative to financing and owning the system. It offers the opportunity to install solar power at City facilities without paying up front costs or worrying about system operation and maintenance. Sometimes referred to as a "third party" ownership model, this approach lets solar experts manage the energy system. For a minimum of 20 years, the City would enjoy predictable, pre-set electricity prices, and power from a renewable energy system that is a source of pride. Power purchase agreements are a well-established contract mechanism. Many large businesses, and units of government and institutions, use these agreements for buying solar electricity. PPA's are agreements between a provider and a customer to purchase on-going power, usually equal to or less than market rates. The cost of equipment and operations will be wrapped into the agreement, so that the City of Avondale will use the energy savings to pay for the necessary energy efficient upgrades and improvements.

The EECBG funding request of \$200,000 will be used to offset the cost of the Power Purchase Agreement. Off setting the PPA will act as a buy down and reduce the overall up-front cost of the project and enhance the feasibility of the project's implementation. The City of Avondale will leverage the EECBG funding with the annual energy savings. An estimated 2.5 jobs will be created/maintained (EECBG FAQ). The estimated energy savings/renewable energy generated for this project is 1 megawatt.

The project will be managed by an Energy Efficiency and Conservation Coordinator, Grant Administrator and the Finance Controller. The project is slated to begin in December 2009, with renewable energy systems being installed within the first 18 months of the grant funding period. This project will have long range benefits for the city. Implementation of the projects will benefit the city for a minimum of 20 years. Specific areas to be measured include the number and size of renewable energy systems installed and the amount of energy being renewed. A completed NETL F 451-1-1/3 EECBG form has been attached to this activity form as required.

ATTACHMENT 3

U.S. Department of Energy FEDERAL ASSISTANCE REPORTING CHECKLIST AND INSTRUCTIONS

1. Identification Number: DE-SC0002045	2. Program/Project Title: Energy Efficiency & Conservation Block Grant												
3. Recipient: AZ-City of Avondale													
4. Reporting Requirements: A. MANAGEMENT REPORTING <input type="checkbox"/> Progress Report <input checked="" type="checkbox"/> Special Status Report	Frequency A	No. of Copies Upload only 1 copy to the address in the next column at the interval specified in the previous column.	Addressees EECBG@go.doe.gov Contracting Officer listed in Block 25 of Assistance Agreement										
B. SCIENTIFIC/TECHNICAL REPORTING (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at www.osti.gov/elink) <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Report/Product</td> <td style="text-align: center;">Form</td> </tr> <tr> <td><input type="checkbox"/> Final Scientific/Technical Report</td> <td>DOE F 241.3</td> </tr> <tr> <td><input type="checkbox"/> Conference papers/proceedings*</td> <td>DOE F 241.3</td> </tr> <tr> <td><input type="checkbox"/> Software/Manual</td> <td>DOE F 241.4</td> </tr> <tr> <td><input type="checkbox"/> Other (see Special Instructions)</td> <td>DOE F 241.3</td> </tr> </table> <i>* Scientific and technical conferences only</i>	Report/Product	Form	<input type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3	<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3	<input type="checkbox"/> Software/Manual	DOE F 241.4	<input type="checkbox"/> Other (see Special Instructions)	DOE F 241.3			
Report/Product	Form												
<input type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3												
<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3												
<input type="checkbox"/> Software/Manual	DOE F 241.4												
<input type="checkbox"/> Other (see Special Instructions)	DOE F 241.3												
C. FINANCIAL REPORTING <input checked="" type="checkbox"/> SF-425, Federal Financial Report	Q, F		EECBG@go.doe.gov Contracting Officer listed in Block 25 of Assistance Agreement										
D. CLOSEOUT REPORTING <input type="checkbox"/> Patent Certification <input checked="" type="checkbox"/> Property Certification <input type="checkbox"/> Other (see Special Instructions)	F		EECBG@go.doe.gov Contracting Officer listed in Block 25 of Assistance Agreement										
E. OTHER REPORTING <input type="checkbox"/> Annual Indirect Cost Proposal <input type="checkbox"/> Annual Inventory Report of Federally Owned Property, if any <input checked="" type="checkbox"/> Other – See Section 5 below:	Q, F, A		See Special Instructions Below										
FREQUENCY CODES AND DUE DATES: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A - Within 5 calendar days after events or as specified.</td> <td style="width: 50%;">S - Semiannually; within 30 days after end of reporting period.</td> </tr> <tr> <td>F - Final; 90 calendar days after expiration or termination of the award.</td> <td>Q - Quarterly; within 30 days after end of the reporting period.</td> </tr> <tr> <td>Y - Yearly; 90 days after the end of the reporting period.</td> <td></td> </tr> </table>				A - Within 5 calendar days after events or as specified.	S - Semiannually; within 30 days after end of reporting period.	F - Final; 90 calendar days after expiration or termination of the award.	Q - Quarterly; within 30 days after end of the reporting period.	Y - Yearly; 90 days after the end of the reporting period.					
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F - Final; 90 calendar days after expiration or termination of the award.	Q - Quarterly; within 30 days after end of the reporting period.												
Y - Yearly; 90 days after the end of the reporting period.													
5. Special Instructions: Forms are available at https://www.eere-pmc.energy.gov/forms.asp . Other Reporting is as follows: Energy Efficiency and Conservation Strategy (if applicable) ANNUAL REPORTS ARRA – Performance Progress Report See Federal Assistance Reporting Instructions on following pages for more details. Please note: All quarterly reports are due no later than 30 days after the end of the reporting period. Because this award is funded under the Recovery Act, the ARRA Performance Progress Report is due no later than 10 days after the end of the reporting period.													

Federal Assistance Reporting Instructions

Reporting requirements under the EECBG Program consist of the following types of reports:

SPECIAL STATUS REPORT

The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. For example, the recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
 - a. Any single fatality or injuries requiring hospitalization of five or more individuals.
 - b. Any significant environmental permit violation.
 - c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes or regulations.
 - d. Any incident which causes a significant process or hazard control system failure.
 - e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
 - f. Any damage to Government-owned equipment in excess of \$50,000.
 - g. Any other incident that has the potential for high visibility in the media.

FINANCIAL REPORTING

- FOR ALL RECIPIENTS: Submit a Quarterly Progress Report and the SF-425 Federal Financial Report. Instructions for the Quarterly Progress Report are below. The SF-425 is available at <http://www.whitehouse.gov/omb/grants/index.html>.

CLOSEOUT REPORTING

Property Certification

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at <http://grants.pr.doe.gov>.

EECS STRATEGY (for units of local government and Indian tribes only)

- FOR UNITS OF LOCAL GOVERNMENT AND INDIAN TRIBES: units of local government and Indian tribes that do not submit an Energy Efficiency and Conservation Strategy (EECS) with their application must submit one not later than one-hundred twenty (120) days after the effective date of the award. The EECS shall be a comprehensive strategy that covers, at a minimum, all items details in Attachment D as well as the following:
 - Jurisdictional area covered by plan and governing body and/or office with direct authority over plan
 - Plan implementation partners and any leverages funds from private or other public sources
 - Baseline energy use and GHG emissions inventory and forecast
 - Goals/objectives for total energy use and emissions reductions, and energy efficiency increase (including deployment of renewable technologies)
 - Goals can be qualitative

- Actions/plans/strategies and implementation schedule to meet goals
 - Actions and strategies included in the plan can be eligible activities for use of funds under EECBG as well as activities that are ineligible; comprehensive planning is encouraged. The eligible activities should be marked as such.
 - Applicants are encouraged, in particular, to include the potential impact of anticipated leveraged funds from private as well as other public sources.
- Expected outcomes and benefits of plan:
 - Jobs created and/or retained
 - Energy saved
 - Renewable energy capacity
 - GHG emissions reduced
 - Funds leveraged
- Obstacles to reaching goals and strategies to remove obstacles
- Policies and/or administrative actions adopted or needed to support actions/plans/strategies/targets/schedule
- Evaluation, monitoring and verification plan
- Plan for how activities will be sustained beyond grant period
- Plans for the use of funds by adjacent eligible units of local governments that receive grants under the program; and plans to coordinate and share information with the state in which the eligible unit of local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under this part.
- Plans for how these funds will be coordinated with leverages funds, including other Recovery Act funds, to maximize benefits for local and regional communities.

ANNUAL REPORTS

- FOR UNITS OF LOCAL GOVERNMENT AND INDIAN TRIBES: Submit annual reports not later than two (2) years after the effective date of this award and annually thereafter. The annual report shall describe the status of development and implementation of the energy efficiency and conservation strategy and an assessment of energy efficiency gains within the jurisdiction of the eligible unit of local government or Indian Tribe. The annual report shall also address the metrics listed below.
- FOR STATES: Submit annual reports not later than one (1) year after the effective date of this award and annually thereafter. The annual report will include the metrics listed below as well as:
 - The status of development and implementation of the energy efficiency and conservation strategy of the state during the preceding calendar year;
 - The status of the subgrant program of the state;
 - Specific energy efficiency and conservation goals of the state for subsequent calendar years; and
 - Activities (list all programs created or supported by program funds and amount of program funds spent on each activity, indicate which programs are new and which are existing, indicate which programs are supported solely by program funds, and which have other funding sources).

ARRA PERFORMANCE PROGRESS REPORT

Failure to comply with this reporting requirement may result in termination of that part of the award funding by Recovery Act.

Not later than 10 days after the end of each calendar quarter, each recipient shall submit a report to the grantor agency that contains:

- The total amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received from that agency;
- The amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received that were expended or obligated to project or activities;
- A detailed list of all projects or activities for which American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds were expended or obligated including:

- Name of project or activity
 - Description of project or activity
 - Evaluation of the completion status of project or activity
 - Estimate of number of jobs created and retained by project or activity *in the manner and form prescribed by DOE*
 - Infrastructure investments made by State and local governments, purpose, total cost, rationale or agency for funding infrastructure investment, name of agency contact.
 - Information on subcontracts or subgrants awarded by recipient to include data elements required to comply with the Federal Accountability and Transparency Act of 2006 (Pub. L. 109-282).
- Compliance: As a condition of receipt of funds under this Act, no later than 180 days of enactment, all recipients shall provide the information described above.

DOE intends to append the periodic ARRA – Performance Progress Report to include reporting on the following, at a minimum:

The results of the funding provided for the EECBG Program through the American Recovery and Reinvestment Act (ARRA) will be assessed according to the following performance metrics:

- Jobs created and/or retained
- Energy (kwh/therms/gallons/BTUs/etc.) saved
- Renewable energy generated
- GHG emissions reduced
- Cost savings

The metrics described below are designed to track the accomplishments of projects funded by EECBG. States must not include results reported by direct grant recipients. Grant recipients will be presented with reporting requirements at the time they receive funding and will be expected to report their achievements in terms of the specified metrics presented below.

Grant recipients will be required to report quarterly on project expenditures, and also on specific activities and achievements, such as square feet of buildings retrofitted. These items tend to be outputs (actions taken by grant recipients) but also include some short-term outcomes (results achieved relatively soon after project outputs occur that lead toward attainment of ultimate project objectives).

Expenditures: Accurate records should be kept on project expenditures for all EECBG ARRA funded efforts. The specific information to be gathered and tracked is listed below. It will be the same for all project types:

- Expenditures for project activities
- Expenditures for administration
- Expenditures for evaluation
- Leveraged funds

Metrics Activity: The key metrics to be reported will vary by project type. The minimum information to be reported, by project activity type, is reported below.

Building Codes and Standards

- Name of new code adopted
- Name of old code replaced
- Number of new and existing buildings covered by new code

Building Retrofits

- Number of buildings retrofitted, by sector
- Square footage of buildings retrofitted, by sector

Clean Energy Policy

- Number of alternative energy plans developed or improved
- Number of renewable portfolio standards established or improved
- Number of interconnection standards established or improved

- Number of energy efficiency portfolio standards established or improved
- Number of other policies developed or improved

Building Energy Audits

- Number of audits performed, by sector
- Floor space audited, by sector
- Auditor's projection of energy savings, by sector

Energy Efficiency Rating and Labeling

- Types of energy-consuming devices for which energy-efficiency rating and labeling systems were endorsed by the grantee

Government, School, Institutional Procurement

- Number of units purchased, by type (e.g., vehicles, office equipment, HVAC equipment, streetlights, exit signs)

Industrial Process Efficiency (kwh equivalents)

- Reduction in natural gas consumption (mmcf)
- Reduction in fuel oil consumption (gallons)
- Reduction in electricity consumption (MWh)

Loans and Grants

- Number and monetary value of loans given
- Number and monetary value of grants given

Renewable Energy Market Development

- Number and size of solar energy systems installed
- Number and size of wind energy systems installed
- Number and size of other renewable energy systems installed

Financial Incentives for Energy Efficiency and Other Covered Investments

- Monetary value of financial incentive provided, by sector
- Total value of investments incentivized, by sector

Technical Assistance

- Number of information transactions contacts (for example, webinar, site visit, media, fact sheet) in which energy efficiency or renewable energy measure were recommended, by sector

Transportation

- Number of alternative fuel vehicles purchased
- Number of conventional vehicles converted to alternative fuel use
- Number of new alternative refueling stations emplaced
- Number of new carpools and vanpools formed
- Number of energy-efficient traffic signals installed
- Number of street lane-miles for which synchronized traffic signals were installed

Workshops, Training, and Education

- Number of workshops, training, and education sessions held, by sector
- Number of people attending workshops, training, and education sessions, by sector

Other Activities Not Previously Defined

- Pertinent metric information for any activity not defined above should be captured and included as needed

Short-term Outcomes (DOE will provide supplemental guidance on how to calculate these outcomes to ensure consistent approaches that results can be aggregated at a regional, State and national level):

Energy Savings (kwh equivalents)

- Annual reduction in natural gas consumption (mmcf) by sector and end-use category
- Annual reduction in electricity consumption (MWh) by sector and end-use category
- Annual reduction in electricity demand (MW) by sector and end-use category
- Annual reduction in fuel oil consumption (gallons) by sector and end-use category
- Annual reduction in propane consumption (gallons) by sector and end-use category
- Annual reduction in gasoline and diesel fuel consumption (gallons) by sector and end-use category

Job Creation/Retention

- Number
- Type
- Duration

Renewable Energy Capacity and Generation

- Amount of wind-powered electric generating capacity installed (MW)
- Amount of electricity generated from wind systems (MWh)
- Amount of photovoltaic generating capacity installed (MW)
- Amount of electricity generated from photovoltaic systems (MWh)
- Amount of electric generating capacity from other renewable sources installed (MW)
- Amount of electricity generated from other renewable sources (MWh)

Emissions Reductions (tons) (CO2 equivalents)

- Methane
- Carbon
- Sulfur dioxide
- Nitrogen oxide
- Carbon monoxide

Protected Personally Identifiable Information (PII)

Reports must not contain any *Protected* PII. PII is any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected* PII is defined as an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

ATTACHMENT 4 – BUDGET PAGES

Budget Information - Non Construction Programs

Section A - Budget Summary		Estimated Unobligated Funds				New or Revised Budget	
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)	
1. EECBG	81.128			\$706,600	\$140,820	\$847,420	
2.						\$0	
3.						\$0	
4.						\$0	
5. Totals		\$0	\$0	\$706,600	\$140,820	\$847,420	
Section B - Budget Categories							
6. Object Class Categories							
		(1)	(2)	(3)	(4)	Total (5)	
a. Personnel		\$0		\$0	\$0	\$0	\$0
b. Fringe Benefits				\$0	\$0	\$0	\$0
c. Travel				\$0	\$0	\$0	\$0
d. Equipment		\$0		\$176,500	\$0	\$176,500	\$176,500
e. Supplies		\$0	\$0	\$6,000	\$0	\$6,000	\$6,000
f. Contractual		\$0	\$0	\$300,000	\$0	\$300,000	\$300,000
g. Construction				\$0	\$0	\$0	\$0
h. Other-incentives, grants, and administration		\$0	\$0	\$224,100	\$140,820	\$364,920	\$364,920
i. Total Direct Charges (sum of 6a-6h)		\$0	\$0	\$0	\$0	\$0	\$0
j. Indirect Charges							\$0
k. Totals (sum of 6i-6j)		\$0	\$0	\$706,600	\$140,820	\$847,420	\$847,420
7. Program Income					\$2,500	\$2,500	\$2,500
					\$0	\$0	\$0

Section C - Non-Federal Resources

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals
8. Local Utility Companies incentive programs			\$0	\$0
9. City Department contributions	\$140,820			\$140,820
10.	\$0	\$0		\$0
11.				\$0
12. Total (sum of lines 8 - 11)	\$140,820	\$0	\$0	\$140,820

Section D - Forecasted Cash Needs

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
13. Federal	\$706,600	\$39,600	\$281,000	\$386,000	
14. Non-Federal	\$140,820	\$1,000	\$139,820	\$0	
15. Total (sum of lines 13 and 14)	\$847,420	\$40,600	\$420,820	\$386,000	\$0

Section E - Budget Estimates of Federal Funds Needed for Balance of the Project

(a) Grant Program	Future Funding Periods (Years)		
	(b) First	(c) Second	(d) Third
16.			(e) Fourth
17.			
18.			
19.			
20. Total (sum of lines 16-19)	\$0	\$0	\$0

Section F - Other Budget Information

21. Direct Charges	
22. Indirect Charges	

23. Remarks

Please note that the program income has been included as leveraged funding because it will be put back into the programs for which it comes from to help keep the programs sustainable.

ATTACHMENT 5 – DAVIS BACON WAGE DETERMINATION

General Decision Number: AZ080001 08/07/2009 AZ1

Superseded General Decision Number: AZ20070001

State: Arizona

Construction Type: Building

Counties: Coconino, Maricopa, Mohave, Pima, Pinal and Yuma Counties in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	04/04/2008
2	04/18/2008
3	06/20/2008
4	08/08/2008
5	08/15/2008
6	08/22/2008
7	12/05/2008
8	02/13/2009
9	02/27/2009
10	05/15/2009
11	05/29/2009
12	06/26/2009
13	07/03/2009
14	08/07/2009

BRAZ0003-003 07/01/2008

COCONINO, MARICOPA, MOHAVE, PINAL (Area West and North of the San Francisco River to the Gila River), & YUMA COUNTIES

	Rates	Fringes
Bricklayer - Cement Block Layer.....	\$ 24.15	4.49

BRAZ0003-008 10/05/2007

PIMA AND PINAL (Area East and South of the San Francisco River to the Gila River) COUNTIES

	Rates	Fringes
Bricklayer - Cement Block Layer.....	\$ 18.90	4.09

CARP0408-001 07/01/2009

	Rates	Fringes
CARPENTER.....	\$ 23.00	7.24

CARP1327-001 07/01/2009

	Rates	Fringes
DRYWALL HANGER.....	\$ 19.25	6.11

ELEC0570-003 06/01/2008

PIMA, PINAL (Southern Part), AND YUMA COUNTIES

	Rates	Fringes
Electrician/Wireman Zone 1.....	\$ 21.65	18%+4.70

ZONE DEFINITIONS:

Zone 1: 0 to 29 miles radius from City Hall in the following

cities: Tucson, Benson, Bisbee, Clifton, Douglas, Morenci, Nogales, Parker, Safford, Sierra Vista & Yuma.

Zone 2: Over 29 miles to 46 miles - add \$1.25 to Zone 1 rate.

Zone 3: Over 46 miles - add \$3.75 to Zone 1 rate.

ELEC0640-005 06/21/2008

COCONINO, MARICOPA, MOHAVE, and PINAL (Area North and West of the boundary line beginning at a point where Papago Indian Reservation Road No. 15 crosses the Pima-Pinal County line, then Northeasterly on Road No. 15 to the intersection with Highway FAS-267, extending North on FAS-267 to the intersection with Florence Canal, North & East on Florence Canal to the intersection of the line "Second Guide Meridian East" then North to the Maricopa-Pinal County Lines) COUNTIES

	Rates	Fringes
Electrician/Wireman.....	\$ 24.80	3%+7.09

ENGI0428-003 06/01/2009

	Rates	Fringes
Power Equipment Operator		
(2) Crane under 15 tons.....	\$ 24.16	9.31
(3) Crane, 15 tons to 100 tons.....	\$ 25.24	9.31
(4) Crane, 100 tons and over.....	\$ 26.27	9.31

* IRON0075-002 08/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL		
Zone 1:.....	\$ 26.52	17.59
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson		
Zone 2: 050 to 100 miles - Add \$4.00		
Zone 3: 100 to 150 miles - Add \$5.00		
Zone 4: 150 miles & over - Add \$6.50		

LABO0383-005 06/01/2009

	Rates	Fringes
LABORER (Brick/Block Tender).....	\$ 16.72	4.35

PAIN0086-003 04/01/2009

	Rates	Fringes
PAINTER.....	\$ 19.35	4.70

PAIN0086-005 07/01/2008

	Rates	Fringes
GLAZIER.....	\$ 25.00	5.25

PLUM0469-002 07/01/2009

ZONE A: COCONINO, MARICOPA, MOHAVE & YUMA COUNTIES

ZONE B: PIMA AND PINAL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Zone A.....	\$ 30.55	14.10
Zone B.....	\$ 27.28	13.85

SFAZ0669-001 01/01/2009

Rates Fringes

SPRINKLER FITTER (Fire Sprinklers).....\$ 28.90 16.00

SHEE0359-002 08/01/2006

PIMA and PINAL (South of the 33rd Parallel) COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC)		
Zone 1.....	\$ 23.29	3%+7.88
Zone 2.....	\$ 25.29	3%+7.88

ZONE DEFINITIONS:

Zone 1: 0 to 35 miles from the City Hall in Tucson

Zone 2: Over 35 miles from the City Hall in Tucson

SHEE0359-003 07/01/2007

COCONINO, MARICOPA, MOHAVE, PINAL (North of the 33rd Parallel), and YUMA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC).....	\$ 26.00	3%+10.35

SUAZ2004-001 01/14/2004

	Rates	Fringes
Cement Mason/Finisher.....	\$ 15.25	5.01
Laborers		
Concrete Worker.....	\$ 8.88	0.00
Form Setter.....	\$ 9.63	0.00
General/Cleanup.....	\$ 11.37	2.91
Waterproofing.....	\$ 12.59	0.00
PLASTERER.....	\$ 15.00	0.00
Power Equipment Operator		
Backhoe.....	\$ 14.78	0.00
TILE FINISHER.....	\$ 11.00	0.00
TILE SETTER.....	\$ 14.98	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

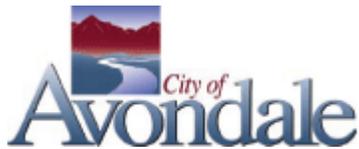
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION



CITY COUNCIL REPORT

SUBJECT:
Public Hearing for Transit Service Reductions

MEETING DATE:
October 5, 2009

TO: Mayor and Council
FROM: Rogene Hill, Assistant City Manager (623) 333-1012
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The City Council will conduct a public hearing on proposed transit service reductions made necessary because of funding shortfalls.

BACKGROUND:

Avondale commissioned a transit study to qualify for Urbanized Area Federal Transit Authority (FTA) Funds, known as 5307 Funds. The 5307 Funds awarded each year are published in the January Federal Register. The study recommended using these funds to initiate transit service in Avondale and Goodyear along the Supergrid routes. In addition, some 5307 Funds go to the START Route 131 that provides local service in both communities.

The Avondale Urbanized Area contracts with the City of Phoenix to provide fixed route, Para Transit and local services for the following routes:

- Route 41 - Indian School Road
- Green Line - Thomas Road
- Route 3 - Van Buren Street
- Route 17 - McDowell Road
- 131 START

The City Council approved a measure to be placed on the September 2, 2008 ballot that would allow transit to receive funds from the local dedicated ½ cent sales tax. Another ballot measure asked that the tax cap on items over \$5,000 be removed. The voters approved the language allowing transit to receive funds from the locally collected ½ cent sales tax. However the voters did not approve removing the tax cap to increase revenues collected into that fund.

FY 2008-2009 was the first year that FTA 5307 funds didn't cover the current level of Supergrid service. In January 2009 service cuts were made as costs continued to rise and FTA allocations remained flat. The changes to the Paratransit Program and the elimination of service after 8:00 p.m. on the Supergrid and START 131 Routes balanced the current year's budget.

DISCUSSION:

Service cuts are necessary to keep FY 2010-2011 in line with projected FTA 5307 allocations for the Supergrid routes. Current estimates project a shortfall in FTA funding for the Supergrid routes of approximately \$400,000 in FY 2010-2011.

The staff recommends the following service cuts. Eliminate Route 41A - Indian School, which serves the least number of Avondale residents for an annual estimated savings of \$102,511.

Staff also recommends elimination of overlapping route miles by ending Route 131 at the Civic Center and increasing the frequency from 70 minutes to 60 minutes. To continue a direct connection to Desert Sky Mall and the Phoenix transit grid, staff recommends that the Van Buren Route 3 travel to 75th and north to Desert Sky Mall. The total dollar savings generated by these changes is estimated at \$97,738.

In addition to billing both Goodyear and Tolleson for their share of any unfunded grid service, staff expects to obtain JARC grant funds of approximately \$200,000 for the START Route 131. Avondale budgets an annual General Fund Transfer into the Transit Fund of \$480,000, to pay Avondale's share of the required FTA match and its share of START Route 131.

The proposed service cuts will be implemented in January 2010 and published in the December 2009 Bus Book. Notices were published in the newspapers on September 25th and September 29, 2009. The Public Hearing, while not mandatory, is recommended to assure public notice of these service cuts.

BUDGETARY IMPACT:

Continuing these routes as currently configured will put the transit budget into a deficit by the end of FY 2010-2011. Proposition 400 funds are not coming as expected to cover Supergrid routes. Therefore, changes are required.

RECOMMENDATION:

Staff recommends that the City Council hold a public hearing on the proposed service reductions.

ATTACHMENTS:

Click to download

 [Transit Public Hearing Media Release](#)

From: Ingrid Melle
Sent: Wednesday, September 09, 2009 9:28 AM
To: Ingrid Melle
Subject: Media Release/Public Input Sought on Changes to Bus Service

Avondale Public Information Office

For immediate release: September 9, 2009

Contact: Pier Simeri, Public Information: 623-333-1611; Kristen Taylor, Transit: 623-333-1030

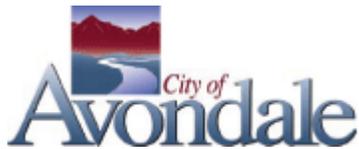
Public Input Sought on Changes to Bus Service

The City of Avondale will hold a public hearing on Oct. 5 to seek public input on proposed transit service reductions. This public hearing is scheduled during the regular Avondale City Council meeting on Oct. 5. The Council meeting begins at 7 p.m. at 11465 W. Civic Center Drive, Avondale.

The City of Avondale will be making the following changes to its transit service as a response to budget shortfalls. The following reductions are to take place in January 2010:

- Route 131 (START) – This route would begin and end at Avondale Civic Center. Trips would travel between Avondale Civic Center and Estrella Mountain Community College. To make up for the loss of a direct connection to Desert Sky Mall, Avondale is suggesting two other changes:
 - Re-route Route 3A – Avondale to travel on Van Buren Street to 75th Avenue and then north to Desert Sky Mall.
 - To facilitate transfers at Avondale Civic Center, it is proposed that the frequency on Route 131 be increased from 70 minute service to 60 minute service. This proposal would alleviate the duplication of service on Van Buren Street between Avondale Boulevard and 91st Avenue.
- Route 41 – Avondale will cut Route 41A in its entirety.

For more information, please call (623) 333-1030.



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1389-1009 - Amendment to Avondale City Code Chapter 15 Registration of Residential Rental Property

MEETING DATE:

October 5, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance amending the Avondale City Code Chapter 15 Registration of Residential Rental Property to conform with current State statute and to clarify enforcement procedures.

BACKGROUND:

On August 10, 2009, the City Council discussed the prevalence of single family rental properties in Avondale neighborhoods and the need to increase the compliance with City rental registration requirements. Staff recommended that the Code Enforcement Division begin enforcing Avondale Municipal Code Chapter 15 Registration of Residential Rental Property to supplement tax audit and enforcement activities of the Finance Department.

DISCUSSION:

The proposed amendments:

1. Align civil penalties with State statute;
2. Clarify right to appeal;
3. Establish Rules of Procedure consistent with current Avondale City Court practices;
4. Prohibit transfer of a property when the property has a notice of violation or citation except when prescribed requirements are met; and
5. Set forth legal notice and orders.

These recommended changes will enable the Code Enforcement Division to enforce the rental registration requirements consistent with existing enforcement responsibilities.

BUDGETARY IMPACT:

There is no budget impact.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance amending the Avondale City Code Chapter 15 Registration of Residential Rental Property to conform with current State statute and to clarify enforcement procedures.

ATTACHMENTS:

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 [Ordinance 1389-1009](#)

ORDINANCE NO. 1389-1009

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA AMENDING THE AVONDALE CITY CODE, CHAPTER 15, ARTICLE IV, REGISTRATION OF RESIDENTIAL RENTAL PROPERTY, PROVIDING FOR ENFORCEMENT OF STATE RESIDENTIAL RENTAL PROPERTY REGISTRATION REQUIREMENTS AND PROVIDING FOR PENALTIES FOR VIOLATIONS THEREOF.

WHEREAS, the provisions of ARIZ. REV. STAT. Title 33, Chapter 17, Article 1, as amended, require an owner of residential rental property to register certain information with the Assessor's office in the county where an owner's residential rental property is located; and

WHEREAS, ARIZ. REV. STAT. § 33-1902, as amended, requires the City of Avondale (the "City") to assess a civil penalty against a person who fails to comply with the provisions thereof; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to ensure that the Avondale City Code is in harmony with the provisions of ARIZ. REV. STAT. Title 33, Chapter 17, Article 1, as amended; and

WHEREAS, the City Council desires to facilitate the enforcement of applicable state law by and through the City Code.

NOW, THEREFORE, BE IT ORDAINED 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 Avondale City Code, Chapter 15, Article IV, Registration of Residential Rental Property, Section 15-31, Registration requirements, is hereby deleted in its entirety and replaced with the following:

15-31 State Registration Requirements

All owners of residential rental property located within the corporate boundaries of the City shall register with the Maricopa County Assessor the information required by ARIZ. REV. STAT. Title 33, Chapter 17, Article 1, as amended, in the manner prescribed by the Assessor.

SECTION 3. That the Avondale City Code, Chapter 15, Article IV, Registration of Residential Rental Property, Section 15-33, Violations; penalties, is hereby amended to read as follows:

15-33 Violations; penalties

(a) Civil violations; civil citations.

(1) It shall be unlawful, punishable by civil penalties as set forth below, for any owner of residential rental property to fail to perform any act or duty required by any provisions of ARIZ. REV. STAT. Title 33, Chapter 17, Article 1, as amended, and any such owner may be issued a civil citation and is liable for all costs which may be assessed pursuant to state and local law.

(2) When two or more persons have liability to the city or are responsible for a violation of this Article, their responsibility shall be joint and several.

(3) The City Manager, or authorized designee, shall serve a notice of violation or order in accordance with subsection (b) of this Section.

(4) Service of the civil citation may be accomplished and will be deemed proper and complete by any of the methods set forth in subsection (b), below. Such civil citation shall be deemed a complaint that notices a violation for purposes of ARIZ. REV. STAT. § 33-1902.

(5) The defendant may admit the allegations in the civil citation and pay the fine in subsection (c), below, by mailing the civil citation, together with a check for the amount of the fine made payable to the Avondale City Court.

(6) A civil citation issued under this Article shall:

(i) Direct the defendant to appear in municipal court within ten days of the issuance of the citation.

(ii) Include the date, address and parcel number of the residential rental property for which an owner has failed to comply with the provisions of ARIZ. REV. STAT. Title 33, Chapter 17, Article 1.

(iii) Include a reference to the City code provision or ordinance violated.

(iv) Include a statement directing that, if the owner complies with the provisions of this Article and ARIZ. REV. STAT. Title 33, Chapter 17, Article 1, written proof of such compliance shall be provided to

the City Manager, or authorized designee, prior to any court hearing ordered.

- (v) Include a notice that if the defendant fails to appear as directed, a default judgment will be entered in the amount of the fine designated on the citation for the violation charged, in addition to a penalty for failure to appear as set forth in subsection (a)(7), below.

(7) Within ten days of the issuance of the citation, the defendant shall appear in person or through his attorney in municipal court and shall either admit or deny the allegations contained in the civil citation or the defendant may proceed as provided by the provisions of this Article. If the defendant admits the allegations, the court shall immediately enter judgment against the defendant in the amount of the fine assessed under subsection (c), below, for the violation charged. If the defendant denies the allegations contained in the citation, the court shall set a hearing date for trial of the matter.

(8) If the defendant fails to appear as directed on the civil citation, the court, upon request by the City Manager, or authorized designee, shall enter a default judgment for the amount of the fine indicated for the violation charged. Additionally, the defendant may be fined up to \$100.00 for failure to appear at the time and place set for trial of a matter arising under the provisions of this Article.

(9) If, after receiving a notice of violation or civil citation under this Article, an owner complies with the provisions of this Article and ARIZ. REV. STAT. Title 33, Chapter 17, Article 1, the owner shall provide written proof of such compliance to the City Manager, or authorized designee, prior to any hearing requested or any court hearing ordered under the provisions of this Article.

(10) The Arizona Rules of Procedure in Civil Traffic Violation Cases shall be followed by the Avondale City Court for civil violations of this Article, except as modified or where inconsistent with the provisions of this code, local rules of the municipal court or rules of the Arizona Supreme Court.

(11) Any person failing to comply with a notice of violation, civil citation or order served in accordance with subsection (b), below, shall be deemed guilty of a civil violation as determined by the City Manager, or authorized designee, and the violation shall be deemed a strict liability offense.

(b) Notices and Orders.

(1) Whenever the City Manager, or authorized designee, determines that there has been a violation of this Article or ARIZ. REV. STAT. Title 33, Chapter 17, Article 1 or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in this subsection (b) to a person who is an owner of residential rental property

as specified in this Article. If the residential rental property is owned by an entity then notice shall be given in the manner prescribed in this subsection (b) to a person described by or registered under ARIZ. REV. STAT. § 33-1902(A)(2).

(2) Such notice prescribed in subsection (b)(1) shall be in accordance with all of the following:

- (i) Be in writing.
- (ii) Include the date, address and parcel number of the residential rental property.
- (iii) Include a statement of the violation(s) and why the notice is being issued.
- (iv) Include a statement that the notice of violation shall not be deemed a complaint that notices the violation for the purposes of ARIZ. REV. STAT. § 33-1902.
- (v) Include a correction order giving the owner 15 days to register the information required ARIZ. REV. STAT. Title 33, Chapter 17, Article 1.
- (vi) Include a statement directing that, if the owner complies with the provisions of this Article and ARIZ. REV. STAT. Title 33, Chapter 17, Article 1, written proof of such compliance shall be provided to the City Manager, or authorized designee, prior to any hearing requested under the provisions of this Article.

(3) Such notice shall be deemed to be properly served if a copy thereof is either:

- (i) Given by personal service to the owner, owner's authorized agent or owner's statutory agent; or
- (ii) Sent by certified mail, return receipt requested, addressed to the:
 - (A) owner's last known address, the owner's authorized agent or the owner's statutory agent; and
 - (B) to the address to which the tax bill for the property was last mailed.
- (iii) If the notice is returned showing that the certified mail, return receipt requested letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by

such notice.

(c) Civil penalties.

(1) For residential rental property that is acquired by an owner after the date of the notice of assessed valuation and the notice prescribed by ARIZ. REV. STAT. § 42-15103 and until the issuance of the next notice of assessed valuation, the city shall assess a civil penalty of \$1,000.00 base fine against a person who fails to comply with the provisions of ARIZ. REV. STAT. Title 33, Chapter 17, Article 1, as amended, plus an additional \$100.00 for each month after the date of the original violation until compliance occurs. The court shall not suspend any portion of the civil penalty provided by this subsection.

(2) Notwithstanding subsection (c)(1), if a person complies within ten days after receiving the complaint that notices the violation, the court or hearing officer shall dismiss the complaint and shall not impose a civil penalty.

(3) Except for newly acquired residential rental property as prescribed by subsection (c)(1), if a residential rental property owner fails to register with the county assessor as prescribed by the provisions of ARIZ. REV. STAT. Title 33, Chapter 17, Article 1, as amended, the city may impose a civil penalty in the amount of \$150.00 per day for each day of violation after the date of the most recent notice of assessed valuation and the notice prescribed by ARIZ. REV. STAT. § 42-15103. If a person complies within ten days after receiving the notice from the county assessor, the court shall dismiss the complaint and shall not impose a civil penalty.

(4) The City Manager, or authorized designee, shall provide written notice and, upon written request, an opportunity to be heard to any person to whom a notice of violation is issued under this Article. Within 15 days of receipt of the notice of violation, such person shall file a written request for a hearing with the City Manager's office. If a hearing is held, the City Manager, or authorized designee, shall issue a written decision within five days of the hearing, and such decision shall be final. Upon the filing of a written request for a hearing, the City Manager, or authorized designee, shall not issue a civil citation under this Article until the City Manager, or authorized designee, issues a decision as described in this subsection.

(5) Any person who violates a provision of this Article, or fails to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws.

(c) Any judgment for civil penalties taken pursuant to this Article may be enforced as any other civil judgment.

(d) Violations of this Article are in addition to any other violation enumerated within this Code and in no way limit the penalties, actions or procedures which may be taken by the city for any violation of this Article which is also a violation of any other provision of this Code or any other applicable law. The remedies specified herein are cumulative and the city may proceed under these or any other remedies authorized by law.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the City Code, Chapter 15, Article IV, Registration of Residential Rental Property, as amended, is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, October 5, 2009.

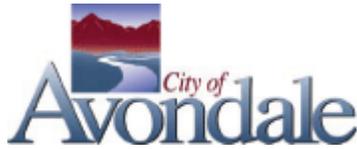
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2865-1009 - Renaming of Water Reclamation Facility

MEETING DATE:

October 5, 2009

TO: Mayor and Council

FROM: Sammi Curless, Assistant to the Mayor and Council (623)333-1613

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The City Council will consider a resolution naming the City's Water Reclamation Facility as the Charles M. Wolf Water Resources Center.

DISCUSSION:

During the meeting of September 21, 2009, City Council directed staff to move forward with the naming of the soon-to-be-completed Water Reclamation Facility in honor of former Councilmember Dr. Charles M. Wolf. Dr Wolf served as Councilmember from June 2003 to December 2009. Prior to serving on the Council, Dr. Wolf was a member of the City's Water Wastewater Advisory Board as it took on the challenges of establishing assured water supplies and a consistent rate structure for the City's utilities.

As a member of the City Council, Councilmember Wolf was instrumental in the design of the expansion of the City's water reclamation facility due to his expertise in the field of water resources and water resources management. To date, this expansion has been the City's largest capital infrastructure project. Once completed, this project will provide adequate capacity for the City for the foreseeable future. In addition to the facility expansion, a 5-mile reclaimed water line was installed which will transport the reclaimed water to the City's recharge facility where it will be stored underground in the aquifer.

It is suggested that the name of the facility be the Charles M. Wolf Water Resources Center.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution renaming the Water Reclamation Facility to the Charles M. Wolf Water Resources Center.

ATTACHMENTS:

Click to download

[Resolution 2865-1009](#)

RESOLUTION NO. 2865-1009

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, NAMING THE NEWLY CONSTRUCTED WATER RECLAMATION FACILITY.

WHEREAS, the City of Avondale (the “City”) has recently completed construction of a new water reclamation facility (the “Water Reclamation Facility”); and

WHEREAS, prior to being appointed to the Avondale City Council, Charles M. Wolf served on the City’s Water and Wastewater Advisory Board, where he provided invaluable advice to the City on matters pertaining to plans for the critical expansion of the Water Reclamation Facility to serve the needs for future generations of Avondale’s residents; and

WHEREAS, during his five-year tenure on the Avondale City Council, Charles M. Wolf continued to provide significant input and technical guidance leading up to the construction of the Water Reclamation Facility; and

WHEREAS, the Council of the City of Avondale has determined that in recognition of the exceptional community service that Mr. Wolf has provided to the City and its residents, it is appropriate that the Water Reclamation Facility be named in his honor.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Water Reclamation Facility is hereby named and shall be hereafter be known as “The Charles M. Wolf Water Resource Center” in thankful recognition for Charles M. Wolf’s years of dedicated service to the City and its residents.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, October 5, 2009.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney