

# CITY COUNCIL AGENDA

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

## REGULAR COUNCIL MEETING

January 4, 2010

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 INSTALLATION OF COUNCIL MEMBERS

Newly elected Council Members will take their Oaths of Office

#### 3 SELECTION OF VICE MAYOR

The Council will designate one of its members as Vice Mayor.

#### 4 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

- a. Mayor Rogers will recognize Vice Mayor Weise for his service over the past two years.

#### 5 UNSCHEDULED PUBLIC APPEARANCES

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

#### 6 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 December 14, 2009
2. Regular Meeting of December 14, 2009

b. **SPECIAL EVENT LIQUOR LICENSES - FRIENDS OF THE AVONDALE LIBRARIES**

City Council will consider a request from Mr. Dana Neely on behalf of the Friends of the Avondale Libraries for five special event liquor licenses to be used in conjunction with the Western Avenue Art Walks to be held on the third Friday of the month from January through May of 2010. The Council will take appropriate action.

c. **CONSTRUCTION CONTRACT AWARD - CITY WIDE CONTRACTING, LLC. FOR THE AVONDALE BOULEVARD AND I-10 TRAFFIC INTERCHANGE IMPROVEMENTS**

City Council will consider a request to award a construction contract to City Wide Contracting, LLC for the construction of irrigation improvements for the Avondale Boulevard and I-10 Improvement Project in the amount of \$293,627.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. City Council will take appropriate action.

**d. COST PARTICIPATION AGREEMENT – ROOSEVELT IRRIGATION DISTRICT FOR THE HILL STREET IMPROVEMENTS**

City Council will consider a request to approve a Cost Participation Agreement with Roosevelt Irrigation District (RID) to provide irrigation design services for the Hill Street Improvement Project in the amount of \$51,300, authorize a transfer of funds and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**e. RESOLUTION 2880-110 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON FOR FY2009/2010 TRANSIT SERVICES**

City Council will consider a resolution approving an Intergovernmental Agreement with the City of Tolleson for FY2009/2010 Transit Services and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**f. RESOLUTION 2881-110 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR FOR FY2009/2010 TRANSIT SERVICES**

City Council will consider a resolution approving an Intergovernmental Agreement with the City of Goodyear for FY2009/2010 Transit Services and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**g. RESOLUTION 2882-110 – INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF TOLLESON FOR THE WIDENING OF 99TH AVENUE FROM I-10 TO VAN BUREN STREET**

City Council will consider a resolution authorizing an Intergovernmental Agreement between the City of Avondale, the City of Tolleson, and the Arizona Department of Transportation for the widening 99th Avenue between I-10 and Van Buren Street, authorize the necessary transfer and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

**h. RESOLUTION 2883-110 - ADOPTION OF CITY COUNCIL GOALS FOR FISCAL YEAR 2010-2011**

City Council will consider a resolution adopting the City Council Goals for Fiscal Year 2010-2011. The Council will take appropriate action.

**i. RESOLUTIONS 2884-110 AND 2885-110 - AGREEMENTS WITH CENTRAL ARIZONA WATER CONSERVATION DISTRICT FOR WATER STORAGE**

City Council will consider two resolutions approving agreements with the Central Arizona Water Conservation District for storage of water at the Agua Fria Recharge Project and the Hieroglyphic Mountains Recharge Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**j. ORDINANCE 1397-110 – EASEMENT DEDICATION TO SRP FOR THE AVONDALE BOULEVARD AND ENCANTO BOULEVARD IMPROVEMENT PROJECT**

City Council will consider an ordinance dedicating an Irrigation Easement to Salt River Project (SRP) for the Avondale Boulevard and Encanto Boulevard Improvement Project and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

**7 AMENDMENT NO.2 TO THE CONSTRUCTION MANAGER AT RISK WITH SUNDT CONSTRUCTION**

City Council will consider a request to approve Amendment No.2 to the Construction Manager at Risk (CMAR) Agreement with Sundt Construction, Inc. for the construction of the American Sports Center facility in the amount of \$7,798,990 and increase the pre-construction services contract for the retail portion of the project in the amount of \$33,459 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take appropriate action.

**8** **PROFESSIONAL SERVICE AGREEMENT AMENDMENT NO.1 WITH SMITHGROUP FOR ARCHITECTURAL DESIGN SERVICES FOR THE RETAIL PORTION OF AMERICAN SPORTS CENTER-AVONDALE**

City Council will consider a request to approve Amendment No. 1 to the Professional Services Agreement with SmithGroup for architectural design services for the retail portion of the American Sports Center-Avondale facility in the amount of \$161,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**9** **MAYOR LOPEZ ROGERS SUBMISSION IN 2010 FOR NLC 2ND VICE PRESIDENT**

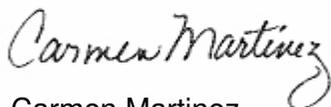
City Council will consider the Mayor's request for support in seeking candidacy for the National League of Cities (NLC) 2nd Vice President position in 2010 and authorize the appropriate transfer of funds to accomodate travel to NLC meetings and constituency group conferences during 2010 prior to the NLC fall conference. The Council will take appropriate action.

**10 EXECUTIVE SESSION**

- a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding the Hummingbird condemnation case.

**11 ADJOURNMENT**

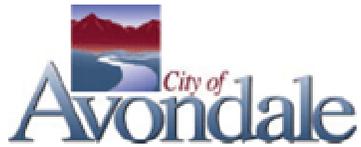
Respectfully submitted,



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:**

Recognition of Vice Mayor Weise

**MEETING DATE:**

January 4, 2010

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

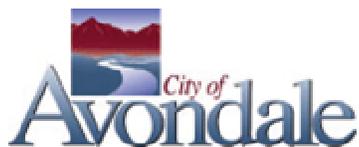
**MEETING DATE:**  
January 4, 2010

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

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Special Event Liquor Licenses - Friends of the Avondale Libraries

**MEETING DATE:**

January 4, 2010

**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 from Mr. Dana Neely representing the Friends of the Avondale Libraries for five special event liquor licenses for the Western Avenue Art Walks to be held on Friday, January 15, 2010, February 19, 2010, March 19, 2010, April 16, 2010 and May 21, 2010.

**DISCUSSION:**

The City Clerk's Department has received an application for five special event liquor licenses from Mr. Dana Neely on behalf of the Friends of the Avondale Libraries to be used in conjunction with the Western Avenue Art Walks on the dates listed below. Alcohol will be served at the Sam Garcia Western Avenue Library located at 495 East Western Avenue.

DATE	EVENT	TIME
Friday, January 15, 2010	Western Avenue Art Walk	5:00 P.M. - 9:00 P.M.
Friday, February 19, 2010	Western Avenue Art Walk	5:00 P.M. - 9:00 P.M.
Friday, March 19, 2010	Western Avenue Art Walk	5:00 P.M. - 9:00 P.M.
Friday, April 16, 2010	Western Avenue Art Walk	5:00 P.M. - 9:00 P.M.
Friday, May 21, 2010	Western Avenue Art Walk	5:00 P.M. - 9:00 P.M.

Staff has reviewed the request using the 14 factors set forth in Ordinance 1031-04. The findings are as follows:

1. The event will be open to the public
2. A background check of the organizer, Mr. Dana Neely, revealed no contacts with the Avondale Police Department
3. The nature of the event includes cultural entertainment
4. The Police Department has reviewed and approved the security plan. Security for this event will be provided by the Avondale Police Department
5. Wine will be the alcoholic beverage sold at this event
6. Wine will be served in plastic cups
7. A similar event was held for the first time on December 18, 2009. There were no neighborhood disturbances reported.
8. Sam Garcia Library is located in an area of office and commercial use, no problems are foreseen. There were no noise complaints or traffic incidents reported from the December event.

9. The events will occur from 5:00 p.m. to 9:00 p.m. on Friday, January 15, 2010, February 19, 2010, March 19, 2010, April 16, 2010 and May 21, 2010.
10. Sanitary facilities are available in the library
11. The area is zoned is Old Town Avondale Business District (OTAB). The Development Services Department has indicated that the proposed use will not result in incompatible land uses
12. The anticipated total daily attendance for the event is 500. Anticipated daily attendance in the liquor area is 100 and peak daily attendance is anticipated to be 50.
13. Amplification of music will be provided for the event
14. No traffic control measures are necessary per the Chief of Police

The required fees have been paid.

**RECOMMENDATION:**

Staff is recommending Council approval of the special event liquor licenses for the Friends of the Avondale Libraries, to be used in conjunction with the Western Avenue Art Walks to be held for the next five months on Friday, January 15, 2010, February 19, 2010, March 19, 2010, April 16, 2010 and May 21, 2010.

**ATTACHMENTS:**

Click to download

[State Application](#)

[Comments](#)



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 \_\_\_\_\_ 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 THE SPECIAL EVENT LIQUOR SALES.**

Name Dana Neely, Friends of the Avondale Libraries 25% - 100%  
Percentage

Address 11350 W Civic Center Drive Avondale, Arizona 85323

Name \_\_\_\_\_ Percentage

Address \_\_\_\_\_  
(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)

2 # Police  Fencing  
2 # Security personnel  Barriers

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

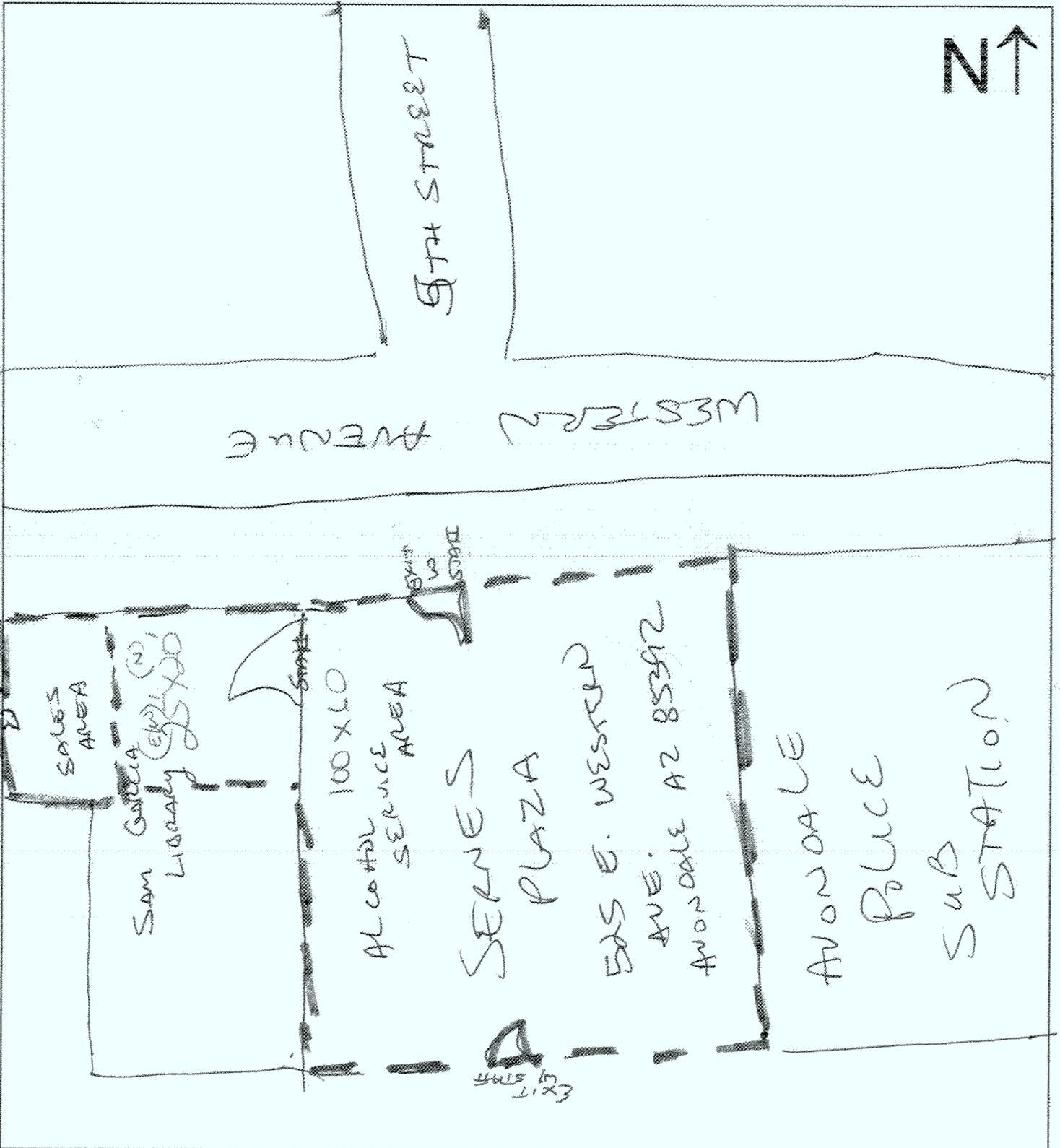
16. Is there an existing liquor license at the location where the special event is being held?  YES  NO  
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?  YES  NO  
**(ATTACH COPY OF AGREEMENT)**

\_\_\_\_\_  
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.

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

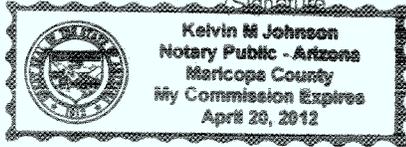
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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

18. Dana Neely 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 [Signature] President 12/28/09 (623) 882-0640  
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this 28th December 2009  
Day Month Year

My Commission expires on: April 20, 2012 [Signature]  
(Date) (Signature of NOTARY PUBLIC)

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

19. Dana Neely 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 [Signature] State of Arizona County of Maricopa  
(Signature) The foregoing instrument was acknowledged before me this 28th December 2009  
Day Month Year

My commission expires on: April 20, 2012 [Signature]  
(Date) (Signature of NOTARY PUBLIC)

**You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

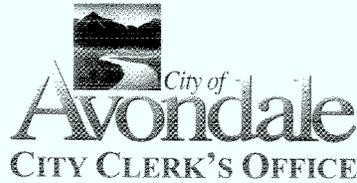
20. I, \_\_\_\_\_ hereby recommend this special event application  
(Government Official) (Title)  
on behalf of \_\_\_\_\_  
(City, Town or County) (Signature of OFFICIAL) (Date)

**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:** DANA NEELY

**ORGANIZATIONS NAME:** FRIENDS OF THE AVONDALE LIBRARIES

**EVENT ADDRESS:** SAM GARCIA LIBRARY, 495 EAST WESTERN AVENUE

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

**PURPOSE OF EVENT:** WESTERN AVENUE ART WALK

**DEPARTMENTAL COMMENTS:**

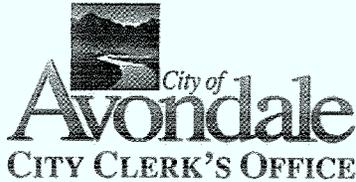
APPROVED

DENIED

*Jose Y. Gomez*  
SIGNATURE  
Fire Inspector  
TITLE

12/28/09  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JANUARY 4, 2010  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: DECEMBER 29, 2009**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

---

APPLICANT'S NAME: DANA NEELY

ORGANIZATIONS NAME: FRIENDS OF THE AVONDALE LIBRARIES

EVENT ADDRESS: SAM GARCIA LIBRARY, 495 EAST WESTERN AVENUE

CITY: AVONDALE      STATE: AZ      ZIP CODE: 85323

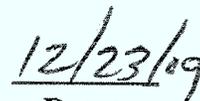
PURPOSE OF EVENT: WESTERN AVENUE ART WALK

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JANUARY 4, 2010  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: DECEMBER 29, 2009



# CITY COUNCIL REPORT

**SUBJECT:**

Construction Contract Award - City Wide Contracting, LLC. for the Avondale Boulevard and I-10 Traffic Interchange Improvements

**MEETING DATE:**

January 4, 2010

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council award a construction contract to City Wide Contracting, LLC for the construction of irrigation improvements for the Avondale Boulevard and I-10 Improvement Project in the amount of \$293,627.00 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

On February 9, 2009, Council approved a professional services agreement with URS Corp to provide design services for this project. This project will install a new 54-inch irrigation line at the Avondale Boulevard and I-10 intersection. SRP has a set dry-up period which is the only time this irrigation line can be replaced. To ensure timely project completion, it was vital that the Salt River Project (SRP) irrigation line improvements be separated from the overall project. Staff has worked with SRP to prepare plans and specifications. This construction project will ensure the roadway improvements can be completed.

**DISCUSSION:****SCOPE OF WORK:**

The scope of work for this project will include:

- Removing existing inadequate irrigation line
- Installing 54-inch RGRCP
- SRP Irrigation Structure

**BID PROCESS:**

Requests-for-Bid notices were published in the West Valley View on December 8 and December 11, 2009, and the Arizona Business Gazette on December 10, 2009. The Engineering Department held a pre-bid meeting on December 14, 2009. Six (6) bids were received and opened on December 23, 2009. Each bid package was reviewed and all bidders met the bidding requirements. The firms submitting bids and the amount of their bids are as follows:

<b><u>BIDDER</u></b>	<b><u>AMOUNT</u></b>	<b><u>M/DBE</u></b>
Wheeler	\$347,467.00	No
Achen Gardner	\$528,643.32	No
Pierson Construction	\$382,627.00	No

Spire	\$324,200.95	No
City Wide	\$293,627.00	No
Sellers & Sons	\$410,369.50	No

See the attached Bid Tabulation Sheet for a detailed, bid item breakdown of each submitted bid.

City Wide Contracting, with a bid of \$293,627, was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes City Wide Contracting to be competent and qualified for this project. City Wide Contracting has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor.

A copy of the contract is available for review in the City Clerk's Department.

**SCHEDULE:**

A tentative construction schedule is as follows:

<b><u>PROJECT MILESTONES</u></b>	<b><u>DATE</u></b>
Issue Notice of Award	01/05/10
Pre-Construction Conference	01/07/10
Issue Notice to Proceed	01/07/10
Begin Construction	01/11/10
Completion	02/08/10

**BUDGETARY IMPACT:**

Funding in the amount of \$293,627.00 is available in Street Fund Line Item No. 304-1152-00-8420 (Avondale Blvd Bridge Widening North of I-10).

**RECOMMENDATION:**

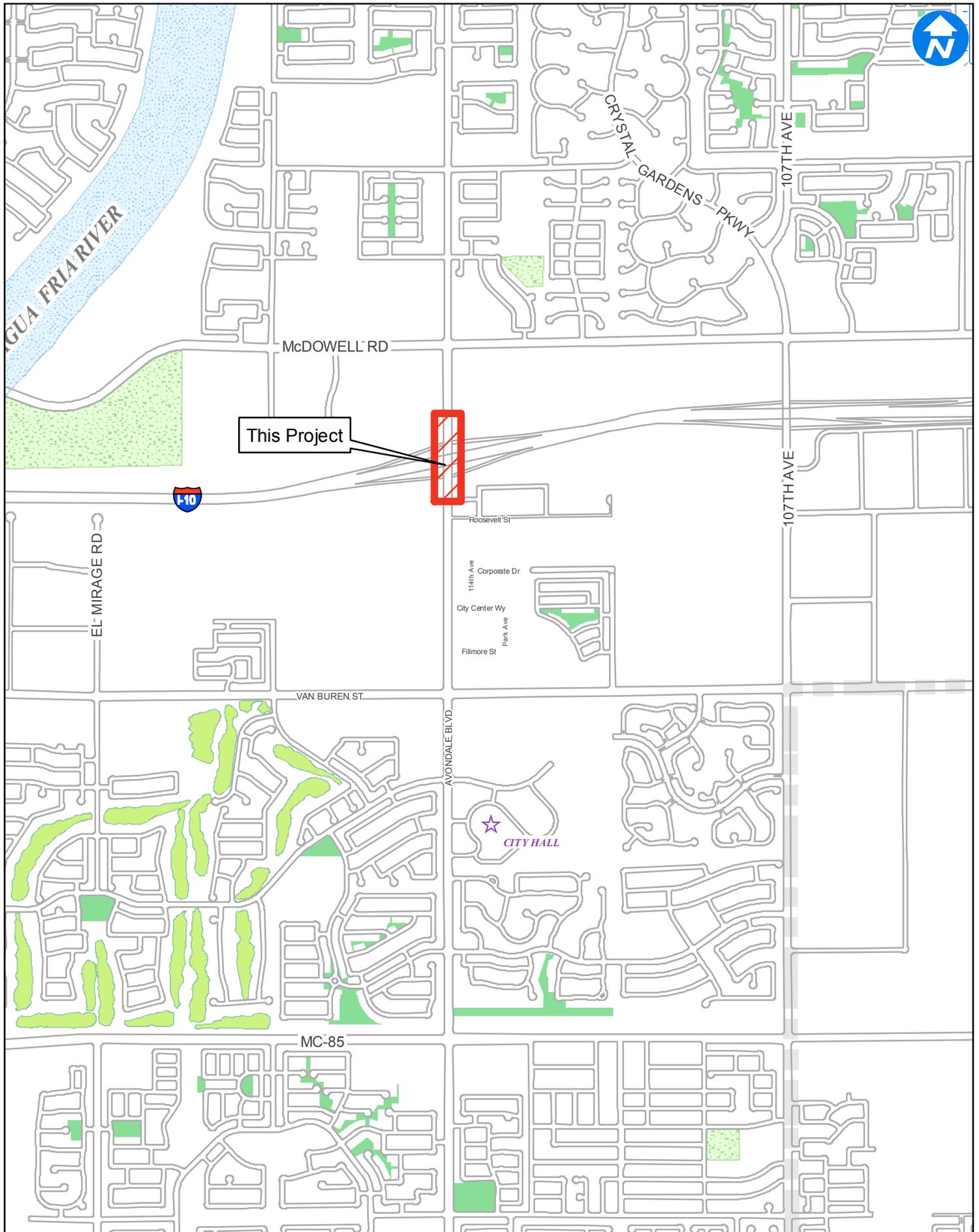
Staff recommends City Council award a construction contract to City Wide Contracting, LLC for the construction of irrigation improvements for the Avondale Boulevard and I-10 Improvement Project in the amount of \$293,627.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

[📄 Vicinity Map](#)

[📄 Bid Tab](#)



This Project



**City of Avondale**  
**Avondale Blvd & I-10 TI Improvements**

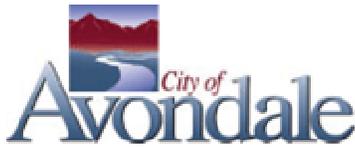
Map Produced by Avondale Water Resources/GIS Division

**BID TABULATION**  
**ST1152 Avondale Blvd TI SRP Improvements Irrigation Line Improvements - EN10-043 - (ST1152)**  
**BID DATE: December 23, 2009**

Item No.	Description of Materials and/or Services	Qty	Unit	Sellers & Sons		Spire		Citywide		Pierson		Wheeler	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
107.03	NPDES/SWPPP	1	LS	3500	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
107.04	Miscellaneous Reimbursables (Allowance)	1	LS	\$25,000	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
107.15	Community Relations (Allowance)	1	LS	\$4,000	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
109.09	Mobilization/Demobilization	1	LS	60000	\$ 60,000.00	\$ 24,000.00	\$ 24,000.00	\$ 5,000.00	\$ 5,000.00	\$ 61,000.00	\$ 61,000.00	\$ 14,000.00	\$ 14,000.00
336.011	Pavement Replacement – MAG 200 Type “A”	1390	SY	12.5	\$ 17,375.00	\$ 37.00	\$ 51,430.00	\$ 21.00	\$ 29,190.00	\$ 5.00	\$ 6,950.00	\$ 24.00	\$ 33,360.00
350.01254	Remove Existing RGRCP, 54”	1000	LF	18	\$ 18,000.00	\$ 8.00	\$ 8,000.00	\$ 9.00	\$ 9,000.00	\$ 16.00	\$ 16,000.00	\$ 18.00	\$ 18,000.00
350.013	Sawcut and Remove Existing Asphalt Concrete Pavement	1350	SY	6.7	\$ 9,045.00	\$ 6.00	\$ 8,100.00	\$ 4.00	\$ 5,400.00	\$ 0.50	\$ 675.00	\$ 5.00	\$ 6,750.00
350.0131	Sawcut and Remove Existing Portland Concrete Pavement	40	SY	11.5	\$ 460.00	\$ 7.00	\$ 280.00	\$ 8.00	\$ 320.00	\$ 20.00	\$ 800.00	\$ 75.00	\$ 3,000.00
350.0161	Remove SRP Irrigation Structure	1	EA	2850	\$ 2,850.00	\$ 2,200.00	\$ 2,200.00	\$ 2,000.00	\$ 2,000.00	\$ 1,250.00	\$ 1,250.00	\$ 2,500.00	\$ 2,500.00
350.018	Sawcut and Remove Concrete Curb and Gutter	25	LF	11.5	\$ 287.50	\$ 20.00	\$ 500.00	\$ 8.00	\$ 200.00	\$ 35.00	\$ 875.00	\$ 8.00	\$ 200.00
401.01	Traffic Control	1	LS	11750	\$ 11,750.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 28,850.00	\$ 28,850.00	\$ 29,500.00	\$ 29,500.00
618.00902	Concrete Collar per MAG 505 (>30")	3	EA	2180	\$ 6,540.00	\$ 450.00	\$ 1,350.00	\$ 1,000.00	\$ 3,000.00	\$ 2,500.00	\$ 7,500.00	\$ 900.00	\$ 2,700.00
618.20554	54” RGRCP, Class V	1020	LF	218	\$ 222,360.00	\$ 165.00	\$ 168,300.00	\$ 181.50	\$ 185,130.00	\$ 200.00	\$ 204,000.00	\$ 184.00	\$ 187,680.00
SUBTOTAL					\$ 381,167.50		\$ 306,660.00		\$ 277,740.00		\$ 361,900.00		\$ 328,690.00
TAX					21,802.78		17,540.95		15,886.73		20,700.68		18,801.07
<b>CALCULATED TOTAL TOTAL</b>					402,970.28		324,200.95		293,626.73		382,600.68		347,491.07
<b>TOTAL SUBMITTED BY BIDDER</b>					\$ 401,369.50		\$ 324,200.95		\$ 293,627.00		\$ 382,600.00		\$ 347,467.00
<b>Bid Bond Attached?</b>					Yes		Yes		Yes		Yes		Yes
<b>Contractor License Attached?</b>					Yes		Yes		Yes		Yes		Yes
<b>Is Contract Properly Signed?</b>					Yes		Yes		Yes		Yes		Yes
<b>Business License Attached?</b>					Yes		Yes		Yes		Yes		Yes
<b>References Attached?</b>					Yes		Yes		Yes		Yes		Yes
<b>Addendum #1 Attached</b>					Yes		Yes		Yes		Yes		Yes
<b>Addendum #2 Attached</b>					Yes		Yes		Yes		Yes		Yes
<b>Exceptions to Specifications?</b>													

**BID TABULATION**  
**ST1152 Avondale Blvd TI SRP Improvements Irrigation Line Improvements - EN10-043 - (ST1152)**  
**BID DATE: December 23, 2009**

				Achen Gardner	
				Unit	Total
Item No.	Description of Materials and/or Services	Qty	Unit	Price	Price
107.03	NPDES/SWPPP	1	LS	\$ 4,000.00	\$ 4,000.00
107.04	Miscellaneous Reimbursables (Allowance)	1	LS	\$ 25,000.00	\$ 25,000.00
107.15	Community Relations (Allowance)	1	LS	\$ 4,000.00	\$ 4,000.00
109.09	Mobilization/Demobilization	1	LS	\$ 5,000.00	\$ 5,000.00
336.011	Pavement Replacement – MAG 200 Type “A”	1390	SY	\$ 31.00	\$ 43,090.00
350.01254	Remove Existing RGRCP, 54”	1000	LF	\$ 35.00	\$ 35,000.00
350.013	Sawcut and Remove Existing Asphalt Concrete Pavement	1350	SY	\$ 3.00	\$ 4,050.00
350.0131	Sawcut and Remove Existing Portland Concrete Pavement	40	SY	\$ 60.00	\$ 2,400.00
350.0161	Remove SRP Irrigation Structure	1	EA	\$ 10,000.00	\$ 10,000.00
350.018	Sawcut and Remove Concrete Curb and Gutter	25	LF	\$ 55.00	\$ 1,375.00
401.01	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
618.00902	Concrete Collar per MAG 505 (>30")	3	EA	\$ 1,750.00	\$ 5,250.00
618.20554	54” RGRCP, Class V	1020	LF	\$ 340.00	\$ 346,800.00
SUBTOTAL					\$ 500,965.00
TAX					28,655.20
CALCULATED TOTAL TOTAL					529,620.20
TOTAL SUBMITTED BY BIDDER					\$ 528,643.32
Bid Bond Attached?					Yes
Contractor License Attached?					Yes
Is Contract Properly Signed?					Yes
Business License Attached?					Yes
References Attached?					Yes
Addendum #1 Attached					Yes
Addendum #2 Attached					No
Exceptions to Specifications?					



# CITY COUNCIL REPORT

**SUBJECT:**

Cost Participation Agreement – Roosevelt Irrigation District for the Hill Street Improvements

**MEETING DATE:**

January 4, 2010

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a Cost Participation Agreement with Roosevelt Irrigation District (RID) to provide irrigation design services for the Hill Street Improvement Project in the amount of \$51,300, authorize the transfer of \$60,000 from 304-1275-00-8420, Western - Central to 4th Avenue to 304-1252-00-8420 Hill Street Extension Improvements, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City plans to construct street extension improvements on Hill Street from 3<sup>rd</sup> Street to 5<sup>th</sup> Street (see attached vicinity map). The street extension improvements will open the Hill Street corridor allowing easier police access as well as increase visibility with the addition of street lights. Staff has completed 60% design plans and a pothole report. The pothole report found that the existing RID irrigation line was very shallow.

**DISCUSSION:**

RID currently does not have records of the installation of the pipe in this area and cannot ensure its integrity. Replacement is needed to ensure the roadway is protected from undermining due to pipe failure. A contract was negotiated to cover the design engineering and observe the construction of a new pipe in the existing alignment. The scope of work for this project will include, but not be limited to:

- Geometric & Structural Design
- Construction Observation
- Permit License to Construct Fee

**SCHEDULE:**

Listed below is the tentative schedule for design and construction:

Design:

60% Plans - January 2010

90% Plans - February 2010

Final Plans - March 2010

Construction:

Bid Award - May 2010

Begin Construction - June 2010

End Construction - August 2010

**BUDGETARY IMPACT:**

Funding for this project is available in Street Fund Line Item No. 304-1275-00-8420, Western - Central to 4th Avenue and will be transferred to 304-1252-00-8420 Hill Street Extension Improvements.

**RECOMMENDATION:**

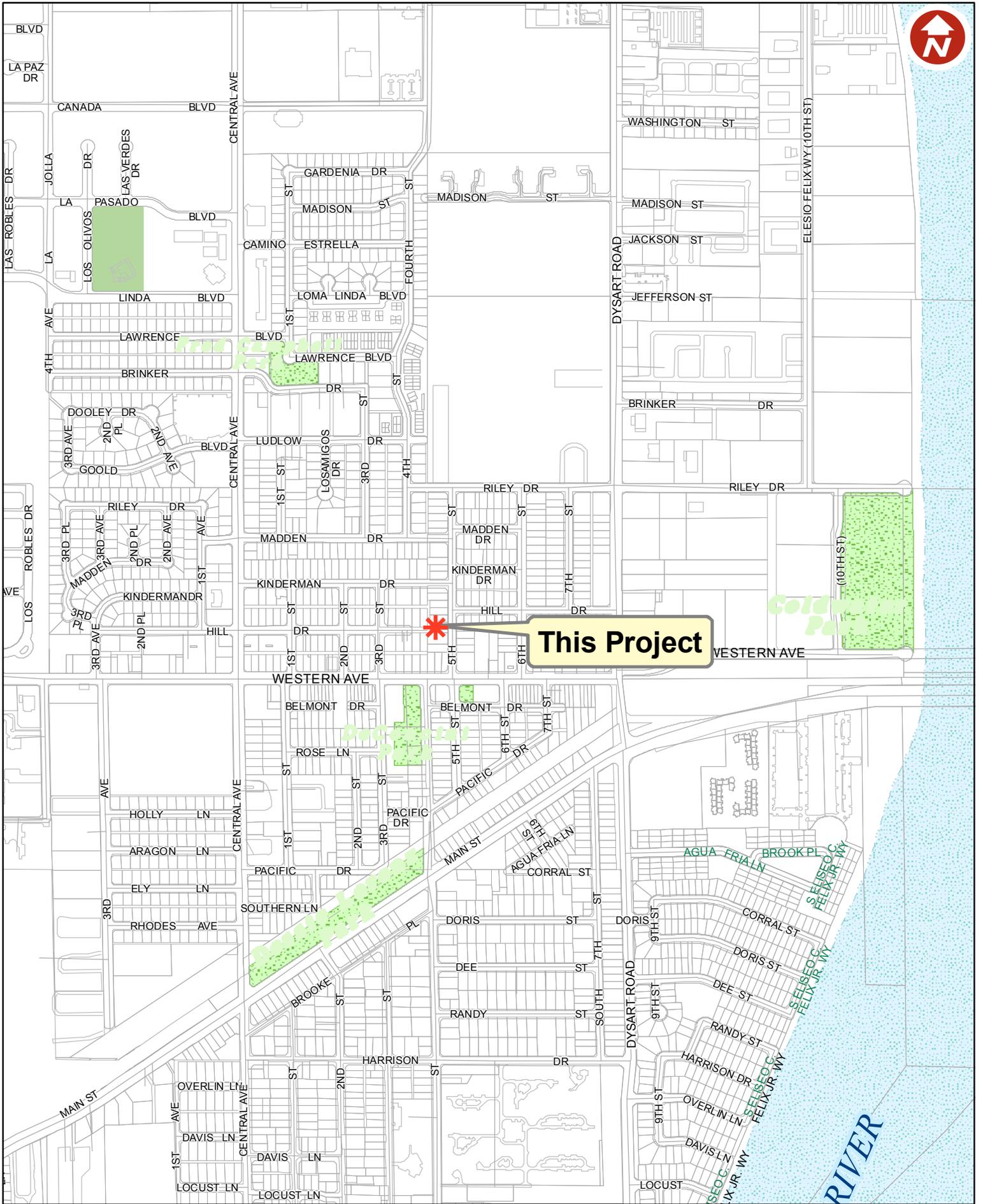
Staff is requesting that the City Council approve a Cost Participation Agreement with Roosevelt Irrigation District to provide irrigation design services for the Hill Street Improvement Project in the amount of \$51,300, authorize the transfer of \$60,000 from 304-1275-00-8420, Western - Central to 4th Avenue to 304-1252-00-8420 Hill Street Extension Improvements and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

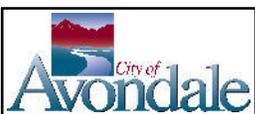
Click to download

[Vicinity Map](#)

[Agreement](#)



**This Project**



Prepared February 2009  
Avondale GIS/Water Resources

### Hill Street Extension Project

## ROOSEVELT IRRIGATION DISTRICT

---

103 West Baseline Road ♦ Buckeye, AZ 85326 ♦ Phone (623) 386-2046 ♦ Fax (623) 386-4360

Board of Directors

W. Bruce Heiden, President  
Charles Youngker  
Dwight B. Leister

Superintendent

Stanley H. Ashby

2 December 2009

City of Avondale  
Engineering Department  
11465 West Civic Center Drive  
Suite 120  
Avondale, Arizona 85323-6809

**Attention: Sue McDermott**

Dear Ms. McDermott,

**Reference: Roosevelt Irrigation District Lateral 1 ½ (181300055)  
City of Avondale – Hill Drive Improvements  
City of Avondale Project No. ST1252**

As requested, the Roosevelt Irrigation District (RID) is herein providing a scope of work and funding requirement for the relocation of RID irrigation and/or drainage facilities for portions of the RID Lateral 1 ½ in association with the above referenced project.

To accommodate the proposed roadway improvements and the City of Avondale's recent acquisitions of adjacent properties, RID has determined a lowering of the RID piped lateral and the design of appurtenant irrigation structures are required.

The attached Cost Participation Agreement details the governing terms and conditions between RID and the City of Avondale in association with this project. Additionally, the Budget Summary and Project Work Plan included as a part of the agreement, details the estimated costs for RID engineering and construction observation services. Additional RID project costs include an allowance against expected legal services associated with the establishment of a funding agreement with the City of Avondale, an RID construction license fee and a fee for RID project administration. No costs have been included for additional topographic survey on this project. If any additional survey is required, RID will request the City of Avondale to provide this supplemental survey.

A summary of the estimated RID funding required for this project is as follows:

Engineering and Construction Observation Fees	\$43,000.00
Legal Allowance	3,500.00
RID Administrative Fee	4,300.00
RID License to Construct Fee	500.00
<b>TOTAL FUNDING REQUIREMENT</b>	<b>\$51,300.00</b>

**Reference: Roosevelt Irrigation District Lateral 1 ½ (181300055)  
City of Avondale – Hill Drive Improvements  
City of Avondale Project No. ST1252**

The attached Cost Participation Agreement details the terms and conditions agreed to by RID and the City of Avondale in association with this project. Please return the original document to the RID office once the required City of Avondale approval signatures have been obtained.

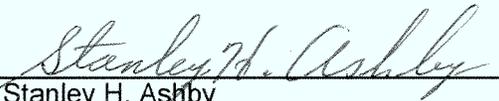
The commencement of the engineering design work for the project will be scheduled once the signed Cost Participation Agreement has been returned to the RID office. Please provide information regarding invoicing procedures that may be required by the City of Avondale to Mr. Walt Cooper at Stantec Consulting, Inc. (602-438-2200).

All construction activities within or adjacent to RID right-of-way or facilities must be coordinated with, and monitored by, the RID Construction Observer. Mr. Don Neese (602-421-9864) will serve in this capacity for this project and all inquiries regarding construction coordination and scheduling should be directed to him. Please have the Contractor and/or Construction Coordinator for the project contact Mr. Neese at his/her earliest opportunity.

We look forward to working with the City of Avondale on this project, and to its successful completion. Please contact Mr. Walt Cooper at Stantec or me if you have any questions or need any additional information.

Sincerely,

**ROOSEVELT IRRIGATION DISTRICT**

  
Stanley H. Ashby  
Superintendent

Attachments: Cost Participation Agreement, Budget Summary, Project Work Plan

c. Files, Walt Cooper (Stantec)

**COST PARTICIPATION AGREEMENT  
BETWEEN THE  
CITY OF AVONDALE AND THE ROOSEVELT IRRIGATION DISTRICT  
ASSOCIATED WITH THE  
HILL DRIVE IMPROVEMENTS PROJECT:  
CITY OF AVONDALE PROJECT No. ST1252**

THIS COST PARTICIPATION AGREEMENT FOR DESIGN COORDINATION, ENGINEERING PLAN REVIEW, AND POST-DESIGN SERVICES associated with the proposed HILL DRIVE IMPROVEMENTS PROJECT is made between THE ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation (hereinafter the "DISTRICT") and THE CITY OF AVONDALE, an Arizona municipal corporation (hereinafter the "CITY").

**RECITALS:**

- A. The CITY has recently contacted the DISTRICT regarding a proposal to construct roadway and utility improvements for an extension of Hill Drive to 5<sup>th</sup> Street in the City of Avondale, Maricopa County, Arizona in association with the Hill Drive Improvements project (the "Project").
- B. The DISTRICT owns, operates and maintains RID Lateral 1 ½ for the conveyance and delivery of irrigation water to lands located generally south of MC-85. The CITY's proposed improvements along this segment of Hill Drive cross a portion of this DISTRICT facility.
- C. To accommodate the Project, the relocation of certain DISTRICT facilities along RID Lateral 1 ½ are required. The DISTRICT, and/or the DISTRICT's authorized agents, will provide technical coordination, engineering design, construction plan preparation, and other necessary services associated with the design of the DISTRICT relocations required for the proposed Project ("Design Services"). The CITY will construct these relocated facilities, and the DISTRICT will provide technical coordination and construction observation services during their construction ("Observation Services") ("Design Services" and "Observation Services" are hereinafter collectively referred to as the "Services").
- D. The CITY and the DISTRICT (the "Parties") desire to enter into this Agreement, which authorizes the DISTRICT to proceed with the design of the facility relocations; provide construction observation services during the construction of the facilities by the CITY, and provides for the compensation of the DISTRICT's reasonable costs associated with the Services by the CITY.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Recitals set forth above are incorporated herein by this reference.

**Cost Participation Agreement**  
**Between the City of Avondale and the Roosevelt Irrigation District**  
**Associated with the Hill Drive Improvements Project:**  
**City of Avondale Project No. ST1252**

2. All construction projects involving DISTRICT facilities are subject to the written approval of the DISTRICT Board of Directors and such approval may be granted or denied solely within the discretion of the Board.
3. Should the Board approve the Project, the CITY shall reimburse the DISTRICT for reasonable costs incurred by the DISTRICT, including but not limited to the following items: review and approval of construction plans; preparation of designs; design construction and surveys; bid advertising; opening and awarding the contract; construction observation and coordination; contract administration; land rights research; right-of-way research; description, appraisals, and negotiations; review, coordination, and relocation of other utilities affected by the proposed Project; and any legal or administrative fees associated with the above items. Estimated DISTRICT costs for engineering, construction observation, legal and administrative fees associated with the Project are hereby established at Fifty One Thousand Three Hundred dollars (\$51,300.00).
4. The CITY hereby understands, acknowledges, and agrees that the total funding amount identified in this Agreement is an estimate based on the DISTRICT's current understanding of the scope of the Project, and that actual costs incurred by the DISTRICT in association with the Project may be greater or lesser than noted.
5. All Services completed by the DISTRICT in association with the Project shall be completed on a time and materials basis. The DISTRICT will not invoice the CITY for funds in excess of those identified in the Budget Summary and Project Work Plan, attached hereto and incorporated herein, without prior written consent of the City. In the event the DISTRICT determines that funds in addition to those set forth in the Budget Summary and Project Work Plan are reasonably necessary to complete the Project, the DISTRICT may, at its sole discretion, cease work on the Project pending approval of additional funds by the CITY.
6. The DISTRICT shall provide monthly invoices to the CITY for payment of incurred DISTRICT costs. The CITY will use reasonable efforts to remit payment of such invoices within thirty (30) days of receipt and, in no event, later than sixty (60) days after receipt.
7. If the CITY should rescind or cancel the request to complete the Project, the CITY will be responsible for all costs incurred by the DISTRICT in association with the Project.
8. The DISTRICT reserves the right to design and construct any modifications and/or relocation of its facilities necessitated by the construction. The CITY shall bear all responsibility for reviewing construction plans and specifications prepared by RID to ensure that they are compatible with the Project.
9. The DISTRICT shall make every reasonable attempt to accommodate the CITY's schedule. However, the DISTRICT may require that the construction of proposed

**Cost Participation Agreement  
Between the City of Avondale and the Roosevelt Irrigation District  
Associated with the Hill Drive Improvements Project:  
City of Avondale Project No. ST1252**

facilities be completed during scheduled dry-ups of the DISTRICT's system. In any event, no liability shall accrue to the DISTRICT for delays associated with its actions and/or necessitated by the District's obligations to provide water to its customers.

10. The CITY, or their authorized agent, must obtain a License to Construct prior to the start of any construction involving DISTRICT facilities. This fee is detailed in the attached Budget Summary.
11. By their signature below, the respective signors warrant that they have the authority to bind the identified entities to this Agreement. Additionally, the Parties expressly warrant that they have complied with all procedures and any applicable laws or regulations regarding the notice and the holding of public hearings as prerequisites to approval of this Agreement and that there is no legal or other impediments preventing the Parties from performing its obligations herein.
12. This Agreement may be signed in any number of counterparts, and once so executed by all Parties each such counterpart will be deemed to be the original, but all counterparts together shall constitute but one complete and binding agreement.

The CITY desires that the DISTRICT proceeds to implement the request and hereby indicates its agreement to the preceding terms as evidenced by the execution of this AGREEMENT below.

City of Avondale, an Arizona municipal corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_:

Roosevelt Irrigation District, Stanley, H. Ashby, Superintendent

By: Stanley H. Ashby Date: 12-2-09

ROOSEVELT IRRIGATION DISTRICT  
BUDGET SUMMARY  
**Engineering Review, Agreement and Post-Design Services**

Project Number: 181300055  
Client: Roosevelt Irrigation District

Project Name: RID Lateral 1 1/2 - COA Hill Drive Improvements  
Date: 2 December 2009

Task No.	Task Description	Hours	Cost	Total Cost
1	Preliminary Design	65.0	7,900.0	
2	Design	40.0	4,900.0	
3	CADD Production	31.0	3,700.0	
4	Reviews & Submittals	54.0	6,600.0	
5	Post-Design Services	74.0	9,600.0	
6	Project Management	50.0	6,900.0	
<b>TOTAL LABOR:</b>		<b>314.0</b>		<b>\$39,600.00</b>

Code	Reimbursable Expense Description	Cost	Total Cost
1	Vehicle Expense	100.00	
2	Travel & Lodging		
3	Meals		
4	Telephone & Facsimile		
5	Supplies & Equipment		
6	Postage & Delivery	200.00	
7	Printing & Reproduction	100.00	
8	Plotter & Computer		
9	Site Office Expense		
10	Equipment Rental Lease		
11	Expend. Material Office		
12	Expend. Material Field		
13	Plans/Title Search/Approval		
14	Document/Application Fees		
15	Other		
<b>TOTAL EXPENSES:</b>			<b>\$400.00</b>

Code	Miscellaneous Cost Description	Cost	Total Cost
35	Supplemental Engineering		
36	Computer Consultant		
37	Archeological Consultant		
38	Mech/Elec Consultant		
39	Survey Consultant		
40	Environmental Consultant		
41	Geotechnical/Soils		
42	Lab Testing		
43	Structural Engineering	3,000.00	
44	RID Administrative Fee	4,300.00	
45	RID License to Construct Permit Fee	500.00	
46	RID Legal Fee Allowance	3,500.00	
<b>TOTAL MISCELLANEOUS COST:</b>			<b>\$11,300.00</b>

**TOTAL BUDGET: \$51,300.00**

ROOSEVELT IRRIGATION DISTRICT  
PROJECT WORK PLAN  
**Engineering Review, Agreement and Post-Design Services**

Project Number: 181300055  
Client: Roosevelt Irrigation District

Project Name: RID Lateral 1 1/2 - COA Hill Drive Improvements  
Date: 2 December 2009

Task No.	Task Description	Task Breakdown	Classification	Hours
1	<b>Preliminary Design</b>	Site Review	Const Obs	4.0
			Level 12	4.0
			Level 10	4.0
		Meetings/Coordination with District & COA	Level 12	4.0
			Level 10	6.0
		Prepare & Submit Survey Request. Process Survey Data.	Level 12	2.0
			Level 10	8.0
		Preliminary Layout of Irrigation Relocations	Level 12	2.0
			Level 10	4.0
		Basemap Conversion & Digital Terrain Modeling	Level 12	2.0
			Level 10	8.0
		Review COA Pothole Results & Process Pothole Data	Level 12	2.0
			Level 10	4.0
Preliminary P&P (1 Single P&P)	Level 12	1.0		
	Level 10	8.0		
Supervision & Review	Level 13	2.0		
<b>Preliminary Design Subtotal</b>				<b>65.0</b>
2	<b>Design</b>	Hydraulic Analysis & Design	Level 12	4.0
		Establish Final Horizontal Alignment & Vertical Design for RID Relocations	Level 12	4.0
			Level 10	16.0
		2 - Standard Manhole(s)	Level 10	4.0
		Meetings/Coordination with District, & COA on Utility Design & Locations of Traffic Control Gates	Level 12	4.0
			Level 10	4.0
Supervision & Review	Level 13	4.0		
<b>Design Subtotal</b>				<b>40.0</b>

ROOSEVELT IRRIGATION DISTRICT  
PROJECT WORK PLAN  
**Engineering Review, Agreement and Post-Design Services**

Project Number: 181300055  
Client: Roosevelt Irrigation District

Project Name: RID Lateral 1 1/2 - COA Hill Drive Improvements  
Date: 2 December 2009

Task No.	Task Description	Task Breakdown	Classification	Hours
3	<b>CADD Production</b>	Cover Sheet	Level 12	1.0
			Level 10	3.0
		General Notes	Level 12	1.0
			Level 10	2.0
		1 - Single P&P Sheet	Level 12	2.0
			Level 10	12.0
		1 - Standard Manhole Details Sheet	Level 10	4.0
		1 - Typical Sections and Details Sheet	Level 10	2.0
		Supervision & Review	Level 13	4.0
		<b>CADD Production Subtotal</b>		
4	<b>Reviews &amp; Submittals</b>	Review, Comments & Approval of COA's Paving, Grading & Utility Plans	Level 12	2.0
			Level 10	8.0
		In-House QA/QC Review of Preliminary Relocation Plans	Level 13	2.0
			Level 12	4.0
			Level 8	4.0
		Preliminary Plan Reproduction & Submittal To District & COA For Review & Comments	Level 10	4.0
		Design Review Meetings/Coordination w/ District & COA	Level 13	2.0
			Level 12	2.0
			Level 10	2.0
		Respond to Review Comments & Modify Drawings For Final Plans	Level 12	4.0
			Level 10	8.0
		In-House QA/QC Review of Final Relocation Plans	Level 13	1.0
			Level 12	1.0
	Level 10	2.0		
Final Plan Reproduction & Submittal To District & COA For Construction	Level 10	4.0		
Supervision & Review	Level 13	4.0		
<b>Reviews and Submittals Subtotal</b>				<b>54.0</b>

ROOSEVELT IRRIGATION DISTRICT  
PROJECT WORK PLAN  
**Engineering Review, Agreement and Post-Design Services**

Project Number: 181300055  
Client: Roosevelt Irrigation District

Project Name: RID Lateral 1 1/2 - COA Hill Drive Improvements  
Date: 2 December 2009

Task No.	Task Description	Task Breakdown	Classification	Hours
5	<b>Post-Design Services</b>	On-Site Construction Observation and Coordination with Contractors, District and District Engineer	Const Obs	56.0
		Archive As-Builts & Update District System Mapping	Level 11	2.0
			Level 10	4.0
		Provide On-Call Engineering Support Services During Construction & As-Built Survey	Level 12	4.0
			Level 11	4.0
		Supervision & Review	Level 13	4.0
<b>Post-Design Services Subtotal</b>				<b>74.0</b>
6	<b>Project Management</b>	Project Scoping	Level 13	2.0
			Level 12	6.0
			Level 10	2.0
		RID-COA Cost Participation Agreement	Level 13	12.0
			Level 12	4.0
		Set up Project Account, Design Notebook & Design Files	Level 12	4.0
			Level 11	4.0
		Project Administration and Correspondence	Level 12	4.0
	Level 11	4.0		
		Project Management and Invoicing	Level 13	8.0
<b>Project Management Subtotal</b>				<b>50.0</b>
<b>TOTAL WORK PLAN LABOR</b>				<b>314.0</b>



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2880-110 - Intergovernmental Agreement with the City of Tolleson for FY2009/2010 Transit Services

**MEETING DATE:**

January 4, 2010

**TO:** Mayor and Council

**FROM:** Rogene Hill, Assistant City Manager (623)333-1012

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution approving an Intergovernmental Agreement with the City of Tolleson for FY2009/2010 Transit Services.

**BACKGROUND:**

The City of Avondale entered into an Intergovernmental Agreement in FY 2003/2004 (No. 104703), on behalf of the Avondale Urbanized Area (AUA) cities (Avondale, Tolleson, Tolleson and Litchfield Park), for transit services. This agreement has been renewed and amended annually since 2003. The City of Phoenix will provide the following services, on behalf of the Avondale Urbanized Area, in FY 2009/2010:

- Route 3 - Van Buren Street
- Route 17 - McDowell Road
- Route 29-Thomas Road and Avondale Blvd.
- Route 41 -Indian School Road (service ending January 2010)
- ADA Dial-a-Ride service adjacent to the fixed routes

The City of Avondale is a recipient of Federal Transit Administration (FTA) grant funds on behalf of the Avondale Urbanized Area cities. The AUA is receiving an estimated \$893,363 in FTA Operating Assistance in FY2009/2010. These funds require a 100% local match. The local match for routes 3, 17, 41 and Green Line is paid for by City of Phoenix's share. Since Phoenix is not a recipient of FTA Operating Assistance, their proportionate share counts as the AUA's local match. The START route is also eligible for Job Access and Reverse Commute (JARC) grant funds. These funds are available annually by the State of Arizona and are distributed by ADOT. Should the AUA receive JARC funds, these funds will replace FTA Operating Assistance funds, which will then be rolled into a future year's use. Refer to Attachment A for an estimate of the cost of service and funding for each of the routes for FY2009-2010.

**DISCUSSION:**

The City of Tolleson's proportionate share of FY2009/2010 Transit Services is \$152,611.

**BUDGETARY IMPACT:**

The estimated FY2009/2010 Transit costs have been adequately budgeted in the City Budget. If necessary, a year-end adjustment will be made according to actual expenses incurred. If it is determined that the City of Tolleson has paid more than its share of the cost of service, the City will receive a refund; if the City has underpaid it will be billed for the actual cost of the service.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement with the City of Tolleson for FY2009/2010 Transit Services.

**ATTACHMENTS:**

Click to download

📄 [Resolution 2880-110](#)

**RESOLUTION NO. 2880-110**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON RELATING TO TRANSIT SERVICES.

**WHEREAS**, the City of Avondale (“Avondale”) and the City of Phoenix (“Phoenix”) entered into an Intergovernmental Agreement on November 16, 2009, in which Avondale agreed to pay Phoenix for transit services to be provided to the Avondale Urbanized Area for fiscal year 2009-2010 (the “Phoenix IGA”); and

**WHEREAS**, the Phoenix IGA designated Avondale as the lead agency for the Avondale Urbanized Area; and

**WHEREAS**, the City of Tolleson (“Tolleson”) is part of the Avondale Urbanized Area and benefits from the transit services provided by Phoenix; and

**WHEREAS**, Avondale and Tolleson desire to enter into an Intergovernmental Agreement to provide bus transit services to the residents of Avondale and Tolleson by providing for the operation of Route 3, Route 17, Route 41, the Green Line, Route 131 (START) and Dial-A-Ride services.

**WHEREAS**, Tolleson will reimburse Avondale on an annual basis for Tolleson’s prorated cost of operation (\$152,611.00) for Route 131 (START) and ADA Dial-a-Ride services.

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

**SECTION 1.** That the Intergovernmental Agreement between Avondale and Tolleson with respect to the reimbursement of funds for transit services (the “Agreement”) is hereby approved in the form attached hereto as Exhibit A.

**SECTION 2.** That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, January 4, 2010.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2880-110

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
THE CITY OF TOLLESON  
RELATING TO TRANSIT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made as of January 4, 2010, between the City of Avondale, an Arizona municipal corporation (“Avondale”) and the City of Tolleson, an Arizona municipal corporation (“Tolleson”).

RECITALS

A. Avondale and the City of Phoenix (“Phoenix”) entered into an Intergovernmental Agreement on November 16, 2009, for FY 2009-2010 for transit services (the “Phoenix IGA”) with Avondale acting as the fiscal and responsible agent for the Avondale Urbanized Area.

B. Tolleson is part of the Avondale Urbanized Area and benefits from the transit services provided by the Phoenix IGA.

C. Avondale and Tolleson seek to serve their respective residents through public transportation by starting Route 17 (McDowell Route) service and continuing the operation of Route 3, Route 41, the Green Line, Route 131 (START) and Dial-A-Ride services.

D. Tolleson agrees to reimburse Avondale on an annual basis for Tolleson’s prorated cost of operation (\$152,611.00) for the transit services provided by the Phoenix IGA for Route 131 (START) and ADA Dial-a-Ride services.

E. Avondale and Tolleson have authority to enter into the Agreement pursuant to ARIZ. REV. STAT. § 11-952.

F. Avondale is authorized to contract for public transportation services pursuant to Article 1, Section 3 of the Avondale City Charter.

G. Tolleson is authorized to contract for public transportation services pursuant to Section 2-5 of the Tolleson City Code.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, Avondale and Tolleson hereby agree as follows:

1. Service Area and Transit Services.

a. The corporate limits of Tolleson, which are lawfully in effect on July 1, 2009, shall designate and define the limits of the service area for the purpose of this Agreement.

b. The services provided are outlined in the Phoenix IGA in accordance with those specified in Valley Metro Bus Book.

2. Term. This Agreement shall commence on July 1, 2009 and shall terminate on June 30, 2010. Upon termination of this Agreement any and all property used in connection with this Agreement will be promptly returned to the party holding title thereto.

3. Avondale Responsibilities. Avondale shall:

a. Prepare and amend service specifications as published in the Valley Metro Bus Book in consultation with Tolleson.

b. Serve as the fiscal representative with Phoenix for Route 3, Route 17, Route 41, the Green Line, Dial-A-Ride, and Route 131 (START), and perform the necessary service actions and financial processes as required by the Phoenix IGA.

c. Invoice Tolleson annually an amount of \$152,611.00, due on or before February 15, 2010, for services covered by this Agreement.

4. Tolleson Responsibilities. Tolleson shall:

a. Continue to provide traffic control and transit facilitation measures, such as turning movements, on city streets as mutually agreed upon with Phoenix and Avondale.

b. Purchase, install and maintain bus stop signs, as needed.

c. Retain all books, accounts, reports, files and other records relating to this Agreement for a period of five years from the termination of this Agreement. Such records shall be the subject to audit and inspection at any time during the term of this Agreement or within five years after the termination thereof.

d. Reimburse Avondale annually on or before February 15, 2010, in the amount of \$152,611.00 for Tolleson's pro-rata portion of those net costs incurred by Avondale in the operation of Route 131 (START) and ADA Dial-a-Ride services.

5. Reconciliation. In the event that Tolleson's portion of the costs is more or less than \$152,611.00 at the end of the term, Avondale shall either recoup or reimburse the difference in cost, as applicable, to/from Tolleson.

6. Capital and Operating Expenditures; Budget. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

7. Indemnification. To the extent permitted by law, each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and elected or appointed officials (as “Indemnitee”) for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorneys’ fees (collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage relating to the Indemnitor’s performance of its duties under this Agreement, but only to the extent that such Claims are caused by the negligence, misconduct, intentional act or other fault of the Indemnitor, its officers, employees, contractors, elected or appointed officials.

8. Amendment. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale and Tolleson.

9. Relationship of the Parties. Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement.

10. Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof and revoked and superseded by this Agreement, and not representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

11. Attorneys’ Fees. In the event legal action is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys’ fees, court cost of investigation and other related expenses incurred in connection therewith.

12. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

13. No Assignment. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

14. Waiver. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

15. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

16. Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall no be deemed relevant to construing this Agreement.

17. 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 of Avondale:                      City of Avondale  
11465 West Civic Center Drive, Suite 220  
Avondale, Arizona 85323  
Fax: 623-333-0100  
Attn: Charles P. McClendon, City Manager

If to the City of Tolleson:                      City of Tolleson  
9555 West Van Buren Street  
Tolleson, Arizona 85353  
Fax: 623-907-2629  
Attn: Ralph Velez

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

18. Cancellation. This Agreement may be cancelled by either party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

19. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify

requirements under ARIZ. REV. STAT. § 23-214(A). The parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other party's subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties and their respective subcontractors shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

20. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the parties each certify that they do not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the either party determines that the other party submitted a false certification, the party making such determination may impose remedies as provided by law including terminating this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

**"Avondale"**

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

**"Tolleson"**

CITY OF TOLLESON, an Arizona  
municipal corporation

\_\_\_\_\_  
Adolfo J. Gamez, Mayor

ATTEST:

\_\_\_\_\_  
Chris Hagen, City Clerk

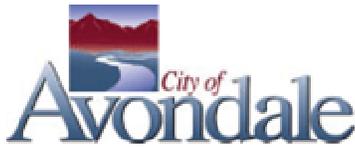
In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned City Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

---

Andrew J. McGuire  
Avondale City Attorney

---

Scott Ruby  
Tolleson City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2881-110 - Intergovernmental Agreement with the City of Goodyear for FY2009/2010 Transit Services

**MEETING DATE:**

January 4, 2010

**TO:** Mayor and Council

**FROM:** Rogene Hill, Assistant City Manager (623)333-1012

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution approving an Intergovernmental Agreement with the City of Goodyear for FY2009/2010 Transit Services.

**BACKGROUND:**

The City of Avondale entered into an Intergovernmental Agreement in FY 2003/2004 (No. 104703), on behalf of the Avondale Urbanized Area (AUA) cities (Avondale, Goodyear, Tolleson and Litchfield Park), for transit services. This agreement has been renewed and amended annually since 2003. The City of Phoenix will provide following services, on behalf of the Avondale Urbanized Area, in FY 2009/2010:

- Route 3 - Van Buren Street
- Route 17 - McDowell Road
- Route 29-Thomas Road and Avondale Blvd.
- Route 41 -Indian School Road - this service will end January 2010)
- ADA Dial-a-Ride service adjacent to the fixed routes

The City of Avondale is a recipient of Federal Transit Administration (FTA) grant funds on behalf of the Avondale Urbanized Area cities. The AUA is receiving an estimated \$893,363 in FTA Operating Assistance in FY2009/2010. These funds require a 100% local match. The local match for routes 3, 17, 41 and Green Line is paid for by City of Phoenix's share. Since Phoenix is not a recipient of FTA Operating Assistance, their proportionate share counts as the AUA's local match. The START route is also eligible for Job Access and Reverse Commute (JARC) grant funds. These funds are available annually by the State of Arizona and are distributed by ADOT. Should the AUA receive JARC funds, these funds will replace FTA Operating Assistance funds, which will then be rolled into a future year's use. Refer to Attachment A for an estimate of the cost of service and funding for each of the routes for FY2009-2010.

**DISCUSSION:**

The City of Goodyear's proportionate share of FY2009/2010 Transit Services is \$228,657.

**BUDGETARY IMPACT:**

The estimated FY2009/2010 Transit costs have been adequately budgeted for in the City Budget. If necessary, a year-end adjustment will be made according to actual expenses incurred. If it is determined that the City of Goodyear has paid more than its share of the cost of service, the City will receive a refund; if the City has underpaid it will be billed for the actual cost of the service.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement with the City of Goodyear for FY2009/2010 Transit Services.

**ATTACHMENTS:**

Click to download

📄 [Resolution 2881-110](#)

**RESOLUTION NO. 2881-110**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR RELATING TO TRANSIT SERVICES.

**WHEREAS**, the City of Avondale (“Avondale”) and the City of Phoenix (“Phoenix”) entered into an Intergovernmental Agreement on November 16, 2009, in which Avondale agreed to pay Phoenix for transit services to be provided to the Avondale Urbanized Area for fiscal year 2009-2010 (the “Phoenix IGA”); and

**WHEREAS**, the Phoenix IGA designated Avondale as the lead agency for the Avondale Urbanized Area; and

**WHEREAS**, the City of Goodyear (“Goodyear”) is part of the Avondale Urbanized Area and benefits from the transit services provided by Phoenix; and

**WHEREAS**, Avondale and Goodyear desire to enter into an Intergovernmental Agreement to provide bus transit services to the residents of Avondale and Goodyear by providing for the operation of Route 3, Route 17, Route 41, the Green Line, Route 131 (START) and Dial-A-Ride; and

**WHEREAS**, Goodyear will reimburse Avondale on an annual basis for Goodyear’s prorated cost of operation (\$228,657.00) for Route 131 (START) and ADA Dial-a-Ride services.

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

**SECTION 1.** That the Intergovernmental Agreement between Avondale and Goodyear with respect to the reimbursement of funds for transit services (the “Agreement”) is hereby approved in the form attached hereto as Exhibit A.

**SECTION 2.** That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, January 4, 2010.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2881-110

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
THE CITY OF GOODYEAR  
RELATING TO TRANSIT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of January 4, 2010, between the City of Avondale, an Arizona municipal corporation ("Avondale") and the City of Goodyear, an Arizona municipal corporation ("Goodyear").

RECITALS

A. Avondale and the City of Phoenix ("Phoenix") entered into an Intergovernmental Agreement on November 16, 2009, for FY 2009-2010 for transit services (the "Phoenix IGA") with Avondale acting as the fiscal and responsible agent for the Avondale Urbanized Area.

B. Goodyear is part of the Avondale Urbanized Area and benefits from the transit services provided by the Phoenix IGA.

C. Avondale and Goodyear seek to serve their respective residents through public transportation by starting Route 17 (McDowell Route) service and continuing the operation of Route 3, Route 41, the Green Line, Route 131 (START) and Dial-A-Ride services.

D. Goodyear agrees to reimburse Avondale on an annual basis for Goodyear's prorated cost of operation (\$228,657.00) for the transit services provided by the Phoenix IGA for Route 131 (START) and ADA Dial-a-Ride services.

E. Avondale and Goodyear have authority to enter into the Agreement pursuant to ARIZ. REV. STAT. § 11-952.

F. Avondale is authorized to contract for public transportation services pursuant to Article 1, Section 3 of the Avondale City Charter.

G. Goodyear is authorized to contract for public transportation services pursuant to Section 2-5 of the Goodyear City Code.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, Avondale and Goodyear hereby agree as follows:

1. Service Area and Transit Services.

a. The corporate limits of Goodyear, which are lawfully in effect on July 1, 2009, shall designate and define the limits of the service area for the purpose of this Agreement.

b. The services provided are outlined in the Phoenix IGA in accordance with those specified in Valley Metro Bus Book.

2. Term. This Agreement shall commence on July 1, 2009 and shall terminate on June 30, 2010. Upon termination of this Agreement any and all property used in connection with this Agreement will be promptly returned to the party holding title thereto.

3. Avondale Responsibilities. Avondale shall:

a. Prepare and amend service specifications as published in the Valley Metro Bus Book in consultation with Goodyear.

b. Serve as the fiscal representative with Phoenix for Route 3, Route 17, Route 41, the Green Line, Dial-A-Ride, and Route 131 (START), and perform the necessary service actions and financial processes as required by the Phoenix IGA.

c. Invoice Goodyear annually an amount of \$228,657.00, due on or before February 15, 2010, for services covered by this Agreement.

4. Goodyear Responsibilities. Goodyear shall:

a. Continue to provide traffic control and transit facilitation measures, such as turning movements, on city streets as mutually agreed upon with Phoenix and Avondale.

b. Purchase, install and maintain bus stop signs, as needed.

c. Retain all books, accounts, reports, files and other records relating to this Agreement for a period of five years from the termination of this Agreement. Such records shall be the subject to audit and inspection at any time during the term of this Agreement or within five years after the termination thereof.

d. Reimburse Avondale annually on or before February 15, 2010, in the amount of \$228,657.00 for Goodyear's pro-rata portion of those net costs incurred by Avondale in the operation of Route 131 (START) and ADA Dial-a-Ride services.

5. Reconciliation. In the event that Goodyear's portion of the costs is more or less than \$228,657.00 at the end of the term, Avondale shall either recoup or reimburse the difference in cost, as applicable, to/from Goodyear.

6. Capital and Operating Expenditures; Budget. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities or otherwise, or to incur expenses not expressly set forth in this Agreement.

7. Indemnification. To the extent permitted by law, each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and elected or appointed officials (as “Indemnitee”) for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorneys’ fees (collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage relating to the Indemnitor’s performance of its duties under this Agreement, but only to the extent that such Claims are caused by the negligence, misconduct, intentional act or other fault of the Indemnitor, its officers, employees, contractors, elected or appointed officials.

8. Amendment. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale and Goodyear.

9. Relationship of the Parties. Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement.

10. Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof and revoked and superseded by this Agreement, and not representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

11. Attorneys’ Fees. In the event legal action is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys’ fees, court cost of investigation and other related expenses incurred in connection therewith.

12. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

13. No Assignment. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

14. Waiver. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

15. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

16. Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall no be deemed relevant to construing this Agreement.

17. 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 of Avondale:                      City of Avondale  
11465 West Civic Center Drive, Suite 220  
Avondale, Arizona 85323  
Fax: 623-333-0100  
Attn: Charles P. McClendon, City Manager

If to the City of Goodyear:                      City of Goodyear  
120 East Western Avenue  
Goodyear, Arizona 85338  
Fax: 623-882-7520  
Attn: John Fischbach, City Manager

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

18. Cancellation. This Agreement may be cancelled by either party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

19. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify

requirements under ARIZ. REV. STAT. § 23-214(A). The parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other party's subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties and their respective subcontractors shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

20. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the parties each certify that they do not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the either party determines that the other party submitted a false certification, the party making such determination may impose remedies as provided by law including terminating this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

**"Avondale"**

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

**"Goodyear"**

CITY OF GOODYEAR, an Arizona  
municipal corporation

\_\_\_\_\_  
James M. Cavanaugh, Mayor

ATTEST:

\_\_\_\_\_  
Lynn Mulhall, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned City Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

---

Andrew J. McGuire  
Avondale City Attorney

---

Roric Massey  
Goodyear City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2882-110 – Intergovernmental Agreement with Arizona Department of Transportation and the City of Tolleson for the Widening of 99th Avenue from I-10 to Van Buren Street

**MEETING DATE:**

January 4, 2010

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Director of Development Services and Engineering, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale, the City of Tolleson, and the Arizona Department of Transportation (ADOT) for the purpose of widening 99th Avenue between I-10 and Van Buren Street, authorize the transfer of \$250,000 from Street Fund Line Item 304-1275-00-8420 to a newly created line item for this project and authorize the Mayor and City Clerk to execute the necessary documents.

**BACKGROUND:**

The State has programmed the widening of 99th Avenue from I-10 to Van Buren Street (see attached vicinity map), which includes construction of sidewalks, right of way acquisition, utility relocations, pavement rehabilitation, signal upgrades and reconstruction of 99th Avenue. As the west side of 99th Avenue in Avondale has been constructed to its ultimate configuration, the majority of the improvements are taking place in Tolleson. Upon completion, 99th Avenue will be a 6-lane roadway with a painted median and bike lanes. The Cities of Tolleson and Avondale entered into an Intergovernmental Agreement in 2006 addressing maintenance responsibilities for streets along common boundaries including 99th Avenue. The agreement is in the process of being reviewed and an amendment will be presented to council at a later date if necessary.

**DISCUSSION:**

In April of 2009, the City Manager's office received a request from Tolleson to participate in the 99th Avenue widening project for pavement rehabilitation and reconstruction that had not been anticipated in the initial project scope. The proposed IGA addresses Avondale's cost participation in the amount of \$250,000. In addition, Avondale will be providing a signal pole and trombone-style mast arm for the northwest corner of the 99th Avenue and Van Buren intersection which is located in Avondale's jurisdiction. The IGA also addresses Tolleson's contribution of \$652,890 (ARRA funds). ADOT is providing \$2,500,000 of State ARRA funding.

**BUDGETARY IMPACT:**

The City of Avondale will provide ADOT with \$250,000 to be paid through a fund balance transfer of \$250,000 from Street Fund Line Item 304-1275-00-8420, Western - Central to 4th Avenue to a newly created line item. Funding for the signal pole and mast arm is available in Traffic Engineering's Operating Budget.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale, the City of Tolleson, and the Arizona Department of Transportation (ADOT) for the purpose of widening 99th Avenue between I-10 and Van Buren Street, authorize the transfer of \$250,000 from Street Fund Line Item 304-1275-00-8420 to a newly created line item for this project and authorize the Mayor and City Clerk to execute the necessary documents.

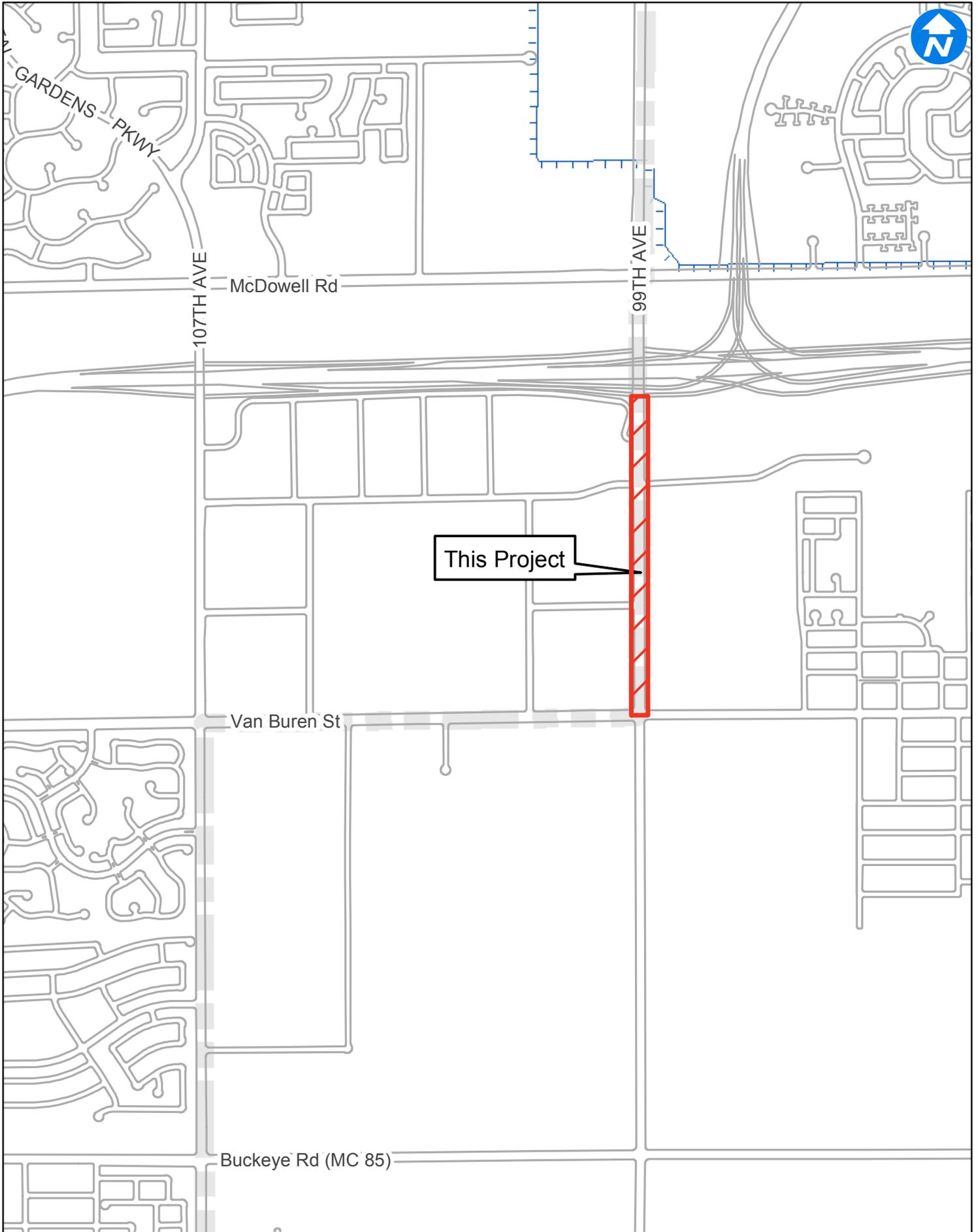
**ATTACHMENTS:**

Click to download

📄 [Vicinity Map](#)

📄 [Resolution 2882-110](#)

# VICINITY MAP



**RESOLUTION NO. 2882-110**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA AND THE CITY OF TOLLESON, ARIZONA RELATING TO CONSTRUCTION, OPERATION AND MAINTENANCE RESPONSIBILITIES CONCERNING 99TH AVENUE, FROM INTERSTATE I-10 TO VAN BUREN STREET.

**BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Intergovernmental Agreement with State of Arizona and the City of Tolleson, Arizona relating to construction, operation and maintenance responsibilities concerning 99th Avenue, from Interstate I-10 to Van Buren Street (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, January 4, 2010.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2882-110

(Intergovernmental Agreement)

See following pages.

**ADOT File No.: IGA/JPA 09-147-I**  
AG Contract No.: P001-2009-004931  
Project: 99<sup>th</sup> Avenue  
Section: I-10 to Van Buren Street  
**TRACS No. H7267 01C (Widen Roadway)**  
**Budget Source: 11807 and City funding of \$250k ; State ARRA funding of \$2.5million**

**INTERGOVERNMENTAL AGREEMENT**  
AMONG  
THE STATE OF ARIZONA,  
THE CITY OF TOLLESON  
AND  
THE CITY OF AVONDALE

THIS AGREEMENT is entered into \_\_\_\_\_, 2010 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954 and Section 28-7010, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT"), the CITY OF TOLLESON, acting by and through its CITY COUNCIL ("Tolleson") and the CITY OF AVONDALE acting by and through its CITY COUNCIL ("Avondale"). Collectively referred to as the "Parties" or separately as "Party." Tolleson and Avondale may collectively be referred to as the "Cities."

**RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. Tolleson is empowered by Arizona Revised Statutes § 48-572 and Revised Code of the City of Tolleson, Arizona Section 2-1-2, to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Tolleson.

3. Avondale is empowered by Arizona Revised Statutes § 48-572 and Avondale City Charter, Article 1, Section 3, to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Avondale.

4. The State has programmed the widening of 99th Avenue, from Interstate 10 (I-10) to Van Buren Street, which includes construction of sidewalks through the State's Projects of Opportunity Program; right of way acquisition, utility relocations, pavement rehabilitation and reconstruction of 99th Avenue; and traffic signal upgrades, herein referred to as the "Project". Tolleson has committed its MAG-ARRA funds of \$652,890 towards this Project, as reflected in Exhibit A – Letter of Intent, attached hereto and made a part hereof. These funds are included in ADOT's current 5-year MAG construction program under Item 11807. Avondale has agreed to provide a lump sum amount of \$250,000.00 toward pavement rehabilitation and reconstruction of 99th Avenue, along with the donation of a traffic signal pole and mast arm, as reflected in Exhibit B – Letter of Intent, attached hereto and made a part hereof.

---

5. The purpose of this Agreement is to define each Party's responsibility related to the design and construction of the Project. Upon completion of the Project and with the approval by resolution from the State Transportation Board, the State will abandon and the Cities will accept respective ownership jurisdiction and maintenance responsibilities of 99<sup>th</sup> Avenue from I-10 to Van Buren Street, as depicted on the attached Maintenance Exhibit ("Maintenance Exhibit") to the south of the future access control line. Said responsibilities of the Cities are also noted in the current version of an agreement (ref. #20070047318) originally executed December 28, 2006 between the Cities ("Cities' IGA"), and attached hereto by reference.

6. The Parties hereto agree and acknowledge to the following conditions: a) the estimated monetary amounts referenced in this Agreement are subject to change and can change substantially before completion of the Project; b) all Parties will perform their responsibilities consistent with this Agreement; and c) any changes to the scope of work relative to Tolleson's or Avondale's requested elements, will only occur upon the mutual written agreement of the Parties, and by amendment to this Agreement.

7. Congress has authorized appropriations for the American Recovery and Reinvestment Act of 2009 (ARRA 2009) for the disbursement of funds and investment in certain projects, including but not limited to, roads, bridges, mass transit, energy efficient buildings, flood control, clean water and other infrastructure projects to save and create jobs for long term growth and stability.

8. For purposes of this Agreement, the following estimated funding breakdown shall apply towards this Project:

ARRA State funding	\$2,500,000.00
MAG-ARRA (Tolleson) fixed	\$ 652,890.00
Avondale local contribution fixed	\$ 250,000.00

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

1. The State will:

a. Upon execution of this Agreement, agree to be authorized agent for and on behalf of Tolleson and Avondale.

b. On behalf of the Cities, perform work and prepare documents required by the FHWA to qualify certain projects for and to receive ARRA/Recovery Act Funds..

c. Upon execution of this Agreement, invoice Avondale a lump sum fixed amount of \$250,000.00 for its participation in the Project, including the donation of a traffic signal pole and mast arm.

d. Upon execution of this Agreement, acquire all necessary rights of way and upon approval by resolution of the State Transportation Board, bring all necessary rights of way into the State's highway system for the construction of the Project.

e. Prepare to State standards, design plans, specifications, and other such documents and services required for the bidding and construction of the Project. Conduct monthly design progress meetings and provide design documents for review and comments to the Cities. Incorporate comments as appropriate.

f. Advertise and award one or more construction contract(s) for the Project, per Project plans. Administer same and make all payments to the contractor(s). Be responsible for any design consultant costs and contractor claims for additional compensation caused by or attributable to the State, relative to the design and construction of the Project.

g. Upon completion, perform the final inspection and notify the Cities the Project has been constructed and satisfactorily completed in accordance with the Project documents.

h. Upon completion of the Project and approval by resolution from the State Transportation Board, abandon and transfer respective ownership jurisdiction of 99<sup>th</sup> Avenue, south of the future access control line as shown on the Maintenance Exhibit. Not be responsible for maintenance of Project improvements per Maintenance Exhibit for areas not ultimately in State right-of-way upon approval by Resolution.

i. The State will follow reporting requirements in accordance with Section 1201 and Section 1512 of the American Recovery and Reinvestment Act of 2009.

j. Coordinate with Avondale on State's Contractor picking up traffic signal equipment from Avondale at 399 East Lower Buckeye Road, Avondale, AZ 85323.

2. Tolleson will:

a. Upon execution of this Agreement, hereby designate the State as the authorized agent for and on behalf of Tolleson.

b. Upon execution of this Agreement, Tolleson will allow utilization of its MAG-ARRA funds of \$652,890.00 for this Project, also as reflected in Exhibit A. These funds are included in ADOT's current 5-year MAG construction program under Item 11807.

c. Except for penalties, assessments or sanctions of any kind that arise out acts, errors or omissions by the State, any of its departments, agencies, officers and employees, or its independent contractors, pay the State full compensation for all penalties, assessments or sanctions of any kind resulting from any failure to comply with any ARRA/Recovery Act requirement, including but not limited to, auditing, reporting and monitoring the Project and its costs..

d. Attend monthly design progress meetings. Review the design documents and provide timely review comments, as appropriate.

e. Provide the necessary emergency vehicle preemption equipment to the State for installation.

f. Be responsible for any design consultant costs and contractor claims for additional compensation caused by or attributable to Tolleson relative to the design and construction of the Project.

g. Waive the four year advance notification requirements of Arizona Revised Statutes § 28-7209.

h. Upon completion and acceptance of the Project by the State and approval of abandonment by resolution from the State Transportation Board, accept ownership jurisdiction and maintenance responsibilities for 99<sup>th</sup> Avenue as depicted on the Maintenance Exhibit south of the future access control line and Cities' IGA. In addition, Tolleson is responsible for the roadway maintenance as depicted on the Maintenance Exhibit, including curb, gutter, and sidewalk and areas under the deck.

i. Upon completion of the Project, be responsible for all electrical energy costs to operate the electrical facilities and associated electrical equipment. Be responsible for all monthly telephone charges for the interconnected circuits, when utilized.

j. Be responsible for the operations and maintenance for areas depicted on the Maintenance Exhibit of the electrical facilities and supporting electrical equipment at the 99<sup>th</sup> Avenue and I-10 traffic interchange. Electrical facilities include load center devices, intersection lighting, traffic signals, crossroad lighting, underdeck lighting, illuminated street name lighting, vehicle detection devices and supporting equipment. Supporting electrical equipment includes all other electrical materials, components and/or other equipment necessary for the operation and maintenance of the electrical facilities described herein, such as conduit, conductors, pull boxes, controllers and cabinets.

k. Be responsible for any future installation, operation and maintenance of emergency vehicle preemption equipment and traffic signal equipment and timing along 99<sup>th</sup> Avenue within the Project limits, as described herein.

l. Upon review by the State, be responsible for any future installation of underdeck lighting, including wiring and/or luminaries as Tolleson determines is necessary. Operate and maintain underdeck lighting upon completion of installation, as provided herein. It is understood, the conduit for the future underdeck lighting is being installed as part of the State's ongoing project to widen I-10 from Sarival Avenue to SR 101L.

m. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual citywide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by Tolleson within the State's rights of way. Any new construction or installation shall require a separate permit as per the Phoenix Maintenance District's established procedures.

3. Avondale will:

a. Upon execution of this Agreement, hereby designate the State as the authorized agent for and on behalf of Avondale.

b. Upon execution of this Agreement and within 30-days from receipt of invoice from the State, remit \$250,000.00 for the lump sum amount for Avondale's participation toward the Project, as reflected in Exhibit B.

c. Attend monthly design progress meetings. Review the design documents and provide timely review comments, as appropriate.

d. Prior to the start of construction, coordinate with the Phoenix Construction District (PCD) for the delivery of the traffic signal pole and mast arm to be installed at the northwest corner of 99<sup>th</sup> Avenue and Van Buren Street. Pick-up of materials will occur at 399 East Lower Buckeye Road, Avondale, AZ 85323.

e. Be responsible for any design consultant costs and contractor claims for additional compensation caused by or attributable to Avondale relative to the design and construction of the Project.

f. Waive the four year advance notification requirements of Arizona Revised Statute § 28-7209.

g. Upon completion and acceptance of the Project by the State and approval of abandonment by resolution from the State Transportation Board, accept ownership jurisdiction and maintenance responsibilities for 99<sup>th</sup> as depicted on the Maintenance Exhibit south of the future access control line and Cities' IGA.

h. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual citywide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by Avondale within the State's rights of way. Any new construction or installation shall require a separate permit as per the Phoenix Maintenance District's established procedures.

i. Except for penalties, assessments or sanctions of any kind that arise out acts, errors or omissions by the State, any of its departments, agencies, officers and employees, or its independent contractors, pay the State full compensation for all penalties, assessments or sanctions of any kind resulting from any failure to comply with any ARRA/Recovery Act requirement, including but not limited to, auditing, reporting and monitoring the project and its costs.

4. All Parties:

a. Acknowledge, upon completion of the Project by the State and approval by resolution from the State Transportation Board, abandonment and transfer of ownership jurisdiction and maintenance responsibilities for 99<sup>th</sup> Avenue from I-10 to Van Buren Street, as described herein, any future widening and/or enhancements will be the responsibility of the Cities.

b. Will conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic for areas depicted on the Maintenance Exhibit. All traffic controls shall meet the requirements of the Manual on Uniformed Traffic Control Devices\_(MUTCD) for Streets and Highways, as per Arizona Revised Statutes § 28-641.

### **III. MISCELLANEOUS PROVISIONS**

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, all reimbursements and completion of all right of way abandonment. However, any provisions for maintenance of the Project and electrical power costs shall be perpetual. This Agreement may be cancelled at any time prior to advertisement of the Project upon thirty-days (30) written notice by any Party. Should either Tolleson or Avondale elect to cancel this Agreement, it is understood and agreed that all costs incurred by the State relative to Tolleson's or Avondale's requests, shall be the responsibility of Tolleson or Avondale up to the time of cancellation.

3. The Cities (as "indemnitor") agree to indemnify, defend, and hold harmless the State (as "indemnitee"), any of its departments, agencies, officers or employees, from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") for third party property damage, personal injury or death arising out of or alleged to be arising out of, but not limited to any of the following:

a. design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims pertaining to that area to be abandoned by the State on 99<sup>th</sup> Avenue, from I-10 to Van Buren Street, as depicted on the attached Maintenance Exhibit ("Maintenance Exhibit") south of the future access control line., to the Cities upon Project completion by Resolution and approval of the State Transportation Board and acceptance by the respective cities.

4. Except as provided in paragraphs III.3.a of this Agreement above, each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or

vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers for respective responsibilities during construction. Parties also acknowledge that the state shall cause its contractors to bear all risk for any loss to include property damage, personal injury or death arising out of or alleged to be arising out of construction activities performed by said contractor on behalf of the state through indemnification and insurance specified within the special provisions of the awarded contract.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. All books, accounts, reports, files and other records of either Tolleson or Avondale relating to this Agreement or the work done under this Project shall be subject at all reasonable times to inspection and audit by the State for five years after the completion of said Project; provided however, that Tolleson and Avondale shall maintain their records and shall be subject at all reasonable times to inspection and audit by the State regarding the maintenance of the Project and electrical power costs for successive periods of five (5) years from the effective date of this Agreement. Such records shall be available for inspection upon five (5) business days' notice at the office of the Party in possession of the records.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination."

8. Non-Availability of Funds: Every payment obligation of the State, Tolleson or Avondale under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State, Tolleson or Avondale, as the case may be, at the end of the period for which the funds are available. No liability shall accrue to the State, Tolleson or Avondale in the event this provision is exercised, and the State, Tolleson or Avondale shall not be obligated or liable for any future payments as a result of termination under this paragraph. Each Party is responsible for funding its respective obligations under this Agreement, whether from general funds or from other revenue.

9. To the extent applicable under Arizona Revised Statutes § 41-4401, each Party and its subcontractors warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with the E-verify requirements under Arizona Revised Statutes § 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Party. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractors' employees who work on the Project to ensure that the other Parties or subcontractors are complying with the above-mentioned warranty.

10. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

11. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by Arizona Revised Statutes § 12-1518, as applicable.

12. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007-3212  
Fax: 602-712-3132

City of Tolleson  
Attn: Public Works Director  
9555 W. Van Buren Street  
Tolleson, AZ 85353  
Fax: 623-907-0902

For Maintenance Permit – Contact  
Arizona Department of Transportation  
Phoenix Maintenance District Permits Office  
2140 S. 22<sup>nd</sup> Avenue, Mail Drop PM00  
Phoenix, Arizona 85017

City of Avondale  
Attn: City Engineer  
11465 W. Civic Center Dr.,  
Ste 120  
Avondale, AZ 85323  
Fax: 623-333-0420

13. In accordance with Arizona Revised Statutes § 11-952, (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement, and that the Agreement is in proper form.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**CITY OF TOLLESON**

**CITY OF AVONDALE**

By \_\_\_\_\_  
REYES MEDRANO, Jr.  
City Manager

By \_\_\_\_\_  
MARIE LOPEZ ROGERS  
Mayor

ATTEST:

ATTEST:

By \_\_\_\_\_  
CHRIS HAGEN  
City Clerk

By \_\_\_\_\_  
CARMEN MARTINEZ  
City Clerk

**STATE OF ARIZONA**

Department Of Transportation

By \_\_\_\_\_  
ROBERT SAMOUR, P.E.  
Deputy State Engineer, Valley Transportation

JPA 09-147  
99<sup>th</sup> Avenue, I-10 to Van Buren Street  
080309  
ADOT revisions incorporating City changes, ADOT changes 9/16/09  
Draft 3 changes 10/28/09  
Draft 3 Revisions 12/14/09 ghc  
Draft 4 funding changes 12/23/09 ghc  
AG Approved 12/28/09

**IGA/JPA 09-147-I**

**ATTORNEY APPROVAL FORM FOR THE CITY OF TOLLESON**

I have reviewed the above referenced Intergovernmental Agreement among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF TOLLESON, acting by and through its CITY COUNCIL, and the CITY OF AVONDALE, acting by and through its CITY COUNCIL, an Agreement among public agencies, which has been reviewed pursuant to Arizona Revised Statutes Sections 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY OF TOLLESON under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State or the City of Avondale to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
City Attorney

**IGA/JPA 09-147-I**

**ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE**

I have reviewed the above referenced Intergovernmental Agreement among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, acting by and through its CITY COUNCIL, and the CITY OF TOLLESON, acting by and through its CITY COUNCIL, an Agreement among public agencies, which has been reviewed pursuant to Arizona Revised Statutes Sections 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY OF AVONDALE under the laws of the State of Arizona.

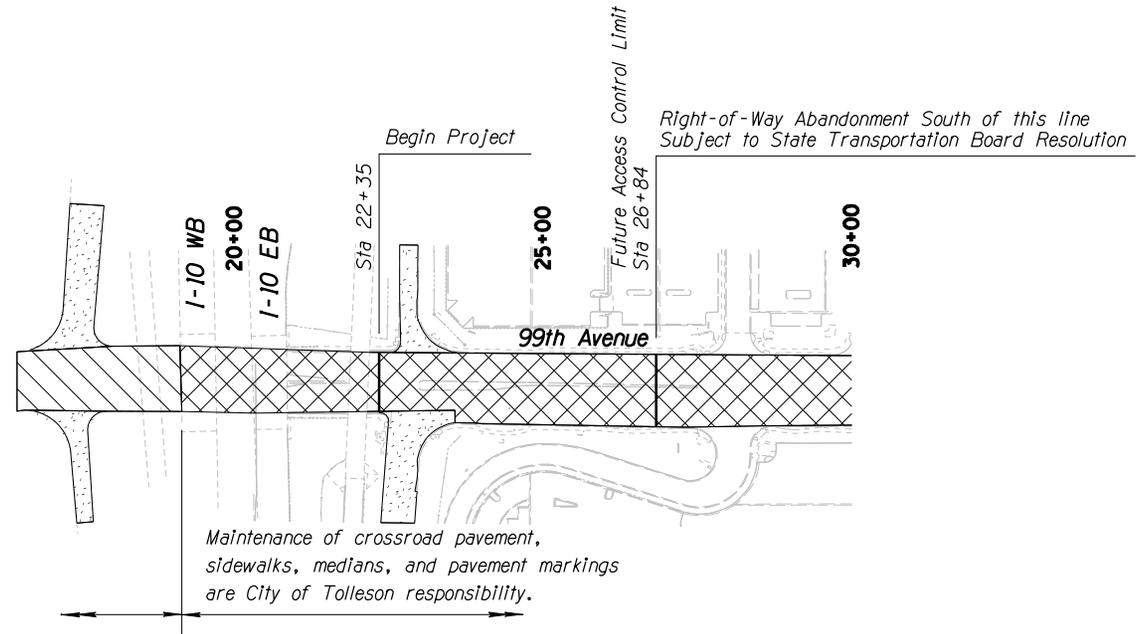
No opinion is expressed as to the authority of the State or the City of Tolleson to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
City Attorney



-  City of Avondale
-  ADOT
-  City of Tolleson



Maintenance of crossroad pavement, sidewalks, medians, and pavement markings are City of Avondale responsibility.

Maintenance of crossroad pavement, sidewalks, medians, and pavement markings are City of Tolleson responsibility.

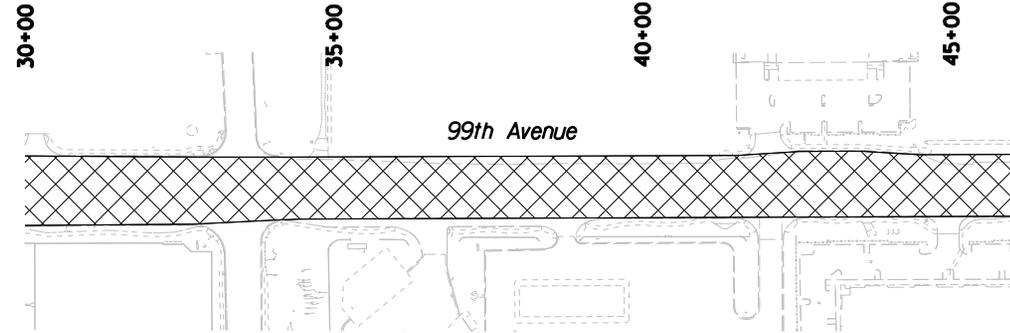
**NOTE:**  
Maintenance of electrical facilities are City of Tolleson responsibility (Refer to 2.J.).

Drawing not to scale.

Sheet 1 of 2

ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION		
ADOT/CITY OF AVONDALE/CITY OF TOLLESON MAINTENANCE EXHIBIT IGA/JPA 09-147-1		
ROUTE 101L SPUR	LOCATION 99TH AVENUE FROM I-10 TO VAN BUREN STREET	TRACS NO. H7267 OIC

Maintenance of crossroad pavement, sidewalks, medians, and pavement markings are City of Tolleson responsibility.



City of Avondale

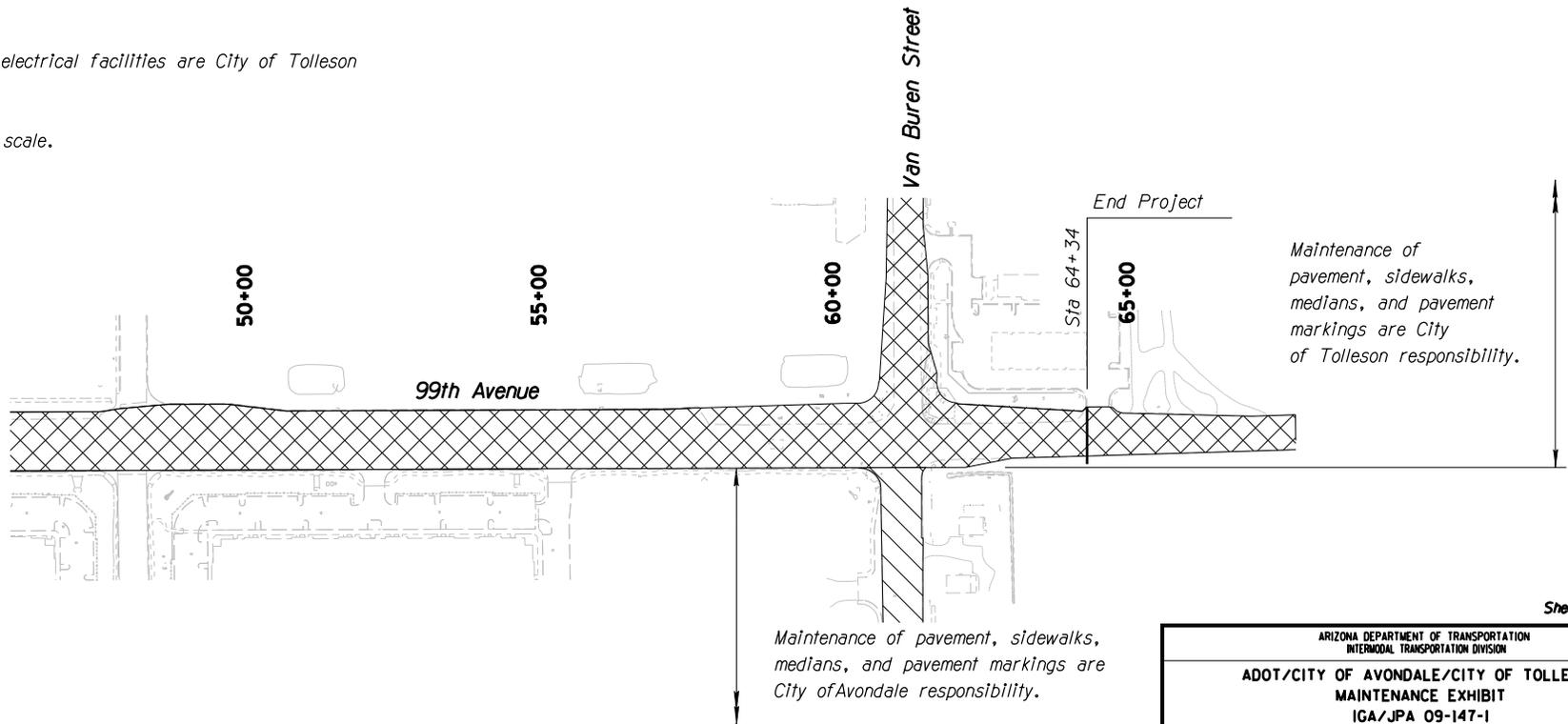


City of Tolleson

**NOTE:**

Maintenance of electrical facilities are City of Tolleson responsibility.

Drawing not to scale.



Maintenance of pavement, sidewalks, medians, and pavement markings are City of Tolleson responsibility.

Maintenance of pavement, sidewalks, medians, and pavement markings are City of Avondale responsibility.

Sheet 2 of 2

ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION		
<b>ADOT/CITY OF AVONDALE/CITY OF TOLLESON MAINTENANCE EXHIBIT IGA/JPA 09-147-1</b>		
ROUTE	LOCATION	TRACS NO.
101L SPUR	99TH AVENUE FROM I-10 TO VAN BUREN STREET	H7267 OIC



# CITY OF TOLLESON

9555 West Van Buren • Tolleson, AZ 85353 • 623.936.7111 • fax 623.907.2629 • TDD 623.936.2792

*JGA/JPA 09-147-I  
Exhibit A*

December 23, 2009

Stephanie Huang, P.E.  
ADOT Valley Project Management  
1611 W. Jackson Street  
Mail Drop EM01  
Phoenix, AZ 85007

**Re: 99<sup>th</sup> Avenue Widening – I-10 to Van Buren Street**

Dear Ms. Huang,

Please accept this letter of intent for the City of Tolleson to assign its allocation of the funds available from the American Recovery and Reinvestment Act (ARRA) of 2009 toward the captioned project. Said funds are in the amount of \$652,890.

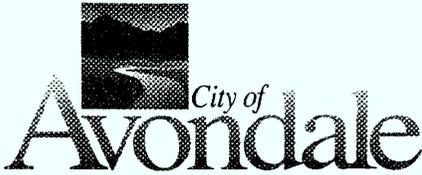
Any prior letters of intent are to be considered null and void. We are prepared to recommend approval of a Joint Project Agreement to our City Council as soon as a draft containing the above described funding commitment is completed.

Should you have any questions or comments, please do not hesitate to contact me [pgilmore@tollesonaz.org](mailto:pgilmore@tollesonaz.org) or 623-474-4960.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul R. Gilmore". The signature is fluid and cursive, written over a white background.

Paul R. Gilmore, P.E.  
City Engineer



April 13, 2009

IGA/ JPA 09-147-I  
Exhibit B

Stephanie Huang, P.E.  
ADOT Valley Project Management  
1611 W. Jackson Street  
Mail Drop EM01  
Phoenix, AZ 85007

**Re: 99<sup>th</sup> Avenue Widening – I-10 to Van Buren Street**

Dear Ms. Huang,

Avondale has received a request from the City of Tolleson to participate in the 99<sup>th</sup> Avenue widening project. Staff has verbally agreed to fund \$250,000 towards the pavement rehabilitation and reconstruction that had not been anticipated in the initial project scope. In addition, Avondale will donate a traffic signal pole and mast arm for the northwest corner of 99<sup>th</sup> Avenue and Van Buren Street.

Consider this a letter of intent for Avondale to enter into a Joint Project Agreement (JPA) with ADOT for \$250,000 to come from Avondale street funds and traffic signal equipment. Please provide me with the terms, conditions and provisions of the draft JPA at your earliest convenience.

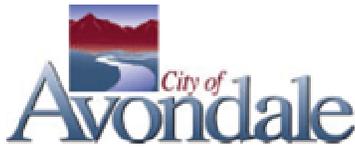
Should you have any questions please feel free to contact me at [smcdermott@avondale.org](mailto:smcdermott@avondale.org) or (623) 333-4211.

Sincerely,

A handwritten signature in cursive script that reads "Sue McDermott".

Sue McDermott, P.E.  
City Engineer

c: Michael Bruder, ADOT



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2883-110 - Adoption of City Council Goals for Fiscal Year 2010-2011

**MEETING DATE:**

January 4, 2010

**TO:** Mayor and Council

**FROM:** Sammi Curless, Assistant to the Mayor and Council (623)333-1613

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution establishing Council goals for fiscal year 2010-2011.

**BACKGROUND:**

The Avondale City Council held its goal setting retreat on Monday, November 30, 2009 at Avondale City Hall. The retreat was attended by the Mayor and City Council members, Councilmember-elect Charles Vierhout, the City Manager, staff from the City Manager's Office and Department Directors.

The purpose of the retreat was to review the City's current financial condition and formulate Council's operational goals for the upcoming 2010-2011 fiscal year. City Manager Charles McClendon presented a review of department accomplishments to date on the goals adopted a year ago, followed by Finance Director Kevin Artz's presentation of the current financial picture and a forecast for next year. The Council then discussed its priority goals for the upcoming year with the recognition that the next fiscal year will see limited funding for major projects or initiatives not already planned for in the budget or CIP.

**DISCUSSION:**

The primary purpose in establishing these goals was to give staff direction in preparing the budget and departmental work plans for the next fiscal year. As such, it is anticipated that the final budget presented to Council for fiscal year 2010-2011 will allocate resources necessary to accomplish these goals. The Mayor and City Council developed the following goals for the 2010-2011 fiscal year:

**Goal: Community & Economic Development**

**Strive to make Avondale an attractive investment opportunity for retail, commercial, office and light industrial development and ensure that all development in the community meets quality standards.**

- Focus on PIR and American Sports Center (ASC) as draws for visitors to Avondale
- Consider necessary investments, including providing required infrastructure, to bring new business and employment opportunities to Avondale
- Develop programs to retain existing businesses
- Research and develop an ordinance in support of Minority and Women-Owned, Disadvantaged and Small Businesses in City funded projects
- Assist Agua Fria High School and Avondale Elementary School Districts in locating new district offices in Old Town Avondale
- Recruit high quality private and/or charter schools to Avondale
- Use housing survey data to develop strategies to improve older neighborhoods

- Actively support the passage of motion picture tax credit legislation at the state level

### **Goal: Community Involvement**

**Encourage effective coordination and involvement with community groups and other levels of government; promote community involvement among residents.**

- Explore creative outreach efforts for potential Board, Commission and Committee (BCC) members especially among the city's Homeowners Associations
- Conduct a survey of current BCC members to gage their thoughts on their service as a BCC member and their expectations of the particular BCC
- Explore electronic distribution of City publications as a means to reduce costs
- Maintain self-sustaining events such as Resident Appreciation Night, Memorial Day and Veterans Day ceremonies
- Provide support to efforts to improve local schools
- Keep the community informed on City budget and revenues and continue to encourage local shopping through the "Keep Your Green In Avondale" campaign

### **Goal: Financial Stability**

**Ensure long-term financial stability of the City. Maintain the fund balance, contingency reserves, and service levels to ensure efficient operations.**

- Develop the FY10-11 budget to keep revenues and expenditures in balance, maintain personnel costs with no increases and minimize future staff reductions
- Refinance bonds when appropriate to take advantage of market conditions
- Explore and promote additional public/private partnerships to provide services at the lowest possible cost
- Maintain the Intergovernmental Affairs program to protect state shared revenues and local control
- Acquire a firm to represent the City in acquiring federal funding for transit, transportation and other necessary projects

### **Goal: Quality of Life**

**Provide quality of life options and opportunities in the community.**

- Evaluate options for covering the cost of Billy Moore Days through fees, volunteers and sponsorships
- Begin planning for a future teen complex
- Complete the American Sports Center project
- Continue code enforcement efforts

### **Goal: Public Safety**

**Improve public safety in the community.**

- Make every attempt to avoid sworn staff position reductions
- Use technology to improve the efficiency of public safety personnel
- Continue crime reduction efforts
- Promote positive news coverage as it relates to crime-based stories

### **Goal: Environmental Leadership**

**Meet, and wherever possible, exceed regulations pertaining to water conservation, air-quality and storm water management.**

- Utilize environmentally-sound ideas/programs based in common sense that are cost effective
- Explore and implement energy saving technologies throughout City facilities

**Goal: Staff Retention**

**Encourage recruitment and retention of quality and diverse staff and improve administrative capacity.**

- Involve staff in suggesting budget/personnel options when feasible
- Keep insurance premium costs as low as possible
- Consider implementing additional alternative work schedules to reduce costs
- Expand the activities of the Morale Booster Advisory Committee to promote good employee morale at no cost to the City
- Consider implementing an employee reward program for cost saving suggestions

**Goal: Transportation Management**

**Optimize multi-modal transportation and traffic flow in the community.**

- Represent Avondale's interests at MAG, RPTA, ADOT, and the federal level
- Promote West Valley cohesion on transportation issues
- Actively engage in seeking funding for Avondale and West Valley transportation projects at the regional, state and federal levels

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution establishing Council goals for fiscal year 2010-2011.

**ATTACHMENTS:**

Click to download

📄 [Resolution 2883-110](#)

**RESOLUTION NO. 2883-110**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,  
ARIZONA, ESTABLISHING PRIORITY GOALS FOR FISCAL YEAR 2010-2011.

**WHEREAS**, on November 30, 2009, the Council of the City of Avondale (the "City Council") held a goal setting retreat (the "Retreat") with the City of Avondale staff; and

**WHEREAS**, the City Council established priority goals for fiscal year 2010-2011 at the Retreat.

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

SECTION 1. That the City Council's priority goals are hereby adopted for fiscal year 2010-2011 in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, January 4, 2010.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2883-110

[Council Goals]

See following pages.

## **CITY COUNCIL GOALS FOR FISCAL YEAR 2010-2011**

### **Goal: Community & Economic Development**

**Strive to make Avondale an attractive investment opportunity for retail, commercial, office and light industrial development and ensure that all development in the community meets quality standards.**

- Focus on PIR and American Sports Center (ASC) as draws for visitors to Avondale
- Consider necessary investments, including providing required infrastructure, to bring new business and employment opportunities to Avondale
- Develop programs to retain existing businesses
- Research and develop an ordinance in support of Minority and Women-Owned, Disadvantaged and Small Businesses in City funded projects
- Assist Agua Fria High School and Avondale Elementary School Districts in locating new district offices in Old Town Avondale
- Recruit high quality private and/or charter schools to Avondale
- Use housing survey data to develop strategies to improve older neighborhoods
- Actively support the passage of motion picture tax credit legislation at the state level

### **Goal: Community Involvement**

**Encourage effective coordination and involvement with community groups and other levels of government; promote community involvement among residents.**

- Explore creative outreach efforts for potential Board, Commission and Committee (BCC) members especially among the city's Homeowners Associations
- Conduct a survey of current BCC members to gauge their thoughts on their service as a BCC member and their expectations of the particular BCC
- Explore electronic distribution of City publications as a means to reduce costs
- Maintain self-sustaining events such as Resident Appreciation Night, Memorial Day and Veterans Day ceremonies
- Provide support to efforts to improve local schools
- Keep the community informed on City budget and revenues and continue to encourage local shopping through the "Keep Your Green In Avondale" campaign

### **Goal: Financial Stability**

**Ensure long-term financial stability of the City. Maintain the fund balance, contingency reserves, and service levels to ensure efficient operations.**

- Develop the FY10-11 budget to keep revenues and expenditures in balance, maintain personnel costs with no increases and minimize future staff reductions
- Refinance bonds when appropriate to take advantage of market conditions
- Explore and promote additional public/private partnerships to provide services at the lowest possible cost
- Maintain the Intergovernmental Affairs program to protect state shared revenues and local control
- Acquire a firm to represent the City in acquiring federal funding for transit, transportation and other necessary projects

## **Goal: Quality of Life**

### **Provide quality of life options and opportunities in the community.**

- Evaluate options for covering the cost of Billy Moore Days through fees, volunteers and sponsorships
- Begin planning for a future teen complex
- Complete the American Sports Center project
- Continue code enforcement efforts

## **Goal: Public Safety**

### **Improve public safety in the community.**

- Make every attempt to avoid sworn staff position reductions
- Use technology to improve the efficiency of public safety personnel
- Continue crime reduction efforts
- Promote positive news coverage as it relates to crime-based stories

## **Goal: Environmental Leadership**

### **Meet, and wherever possible, exceed regulations pertaining to water conservation, air-quality and storm water management.**

- Utilize environmentally-sound ideas/programs based in common sense that are cost effective
- Explore and implement energy saving technologies throughout City facilities

## **Goal: Staff Retention**

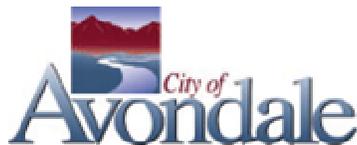
### **Encourage recruitment and retention of quality and diverse staff and improve administrative capacity.**

- Involve staff in suggesting budget/personnel options when feasible
- Keep insurance premium costs as low as possible
- Consider implementing additional alternative work schedules to reduce costs
- Expand the activities of the Morale Booster Advisory Committee to promote good employee morale at no cost to the City
- Consider implementing an employee reward program for cost saving suggestions

## **Goal: Transportation Management**

### **Optimize multi-modal transportation and traffic flow in the community.**

- Represent Avondale's interests at MAG, RPTA, ADOT, and the federal level
- Promote West Valley cohesion on transportation issues
- Actively engage in seeking funding for Avondale and West Valley transportation projects at the regional, state and federal levels



# CITY COUNCIL REPORT

**SUBJECT:**

Resolutions 2884-110 and 2885-110 - Agreements with Central Arizona Water Conservation District for water storage

**MEETING DATE:**

January 4, 2010

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff requests the City Council adopt two resolutions approving two new agreements between the Central Arizona Water Conservation District and the City of Avondale for storage of water at the Agua Fria Recharge Project and the Hieroglyphic Mountains Recharge Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

Each year, the City of Avondale receives its full allocation of 5,416 acre-feet of CAP water and also purchases an amount of excess CAP/incentive recharge water. Avondale does not have the capability to directly receive and treat CAP water for use within its water service area. Instead, CAP water purchased by the city is sent via the CAP canal to the Agua Fria Recharge Facility and/or the Hieroglyphics Recharge Facility, both located several miles north of Avondale. The city recovers a portion of this water through the wells located within Avondale's water service area and leaves a portion of the water in storage for the purpose of accumulating long-term storage credits to use in the future. Both recharge facilities are operated by the CAWCD. Avondale entered into its first water storage contracts with the CAWCD in 2004. The contract period was for five years and it is time to execute new contracts with CAWCD to allow for continued storage of water at these facilities.

**DISCUSSION:**

New contracts were drafted by CAWCD legal staff and delivered to Avondale staff for review. Several technical corrections and amendments were made and some additions and deletions were made, but the intent of the contract provisions is essentially the same as the provisions contained in the original contracts. The primary difference between the new and the original contracts is the Term of Agreement. The original contracts for both recharge facilities had a five-year Term of Agreement, whereas the new contracts provide for a ten-year term of agreement. Continuation of our ability to store CAP water at the above mentioned facilities is essential to maintain a water resources portfolio comprised of renewable water supplies and to maintain a Designation of Assured Water Supply, which allows for future residential and non-residential development within our water service area.

**BUDGETARY IMPACT:**

The new contracts call for payment of a per acre-foot rate for water stored at the two facilities. This rate is set by CAWCD each year for all entities storing CAP water at CAWCD's recharge facilities. This contract provision is consistent with the payment provision contained in the original contracts. The current cost to recharge CAP water at these facilities is \$8 per acre-foot. Funding to cover these payments is available in the Water Resources Operating Budget (line item 501-9112-00-6350; CAP Purchase Water and DWR Fees) for recharge of our CAP allocation and in the CIP budget (line item 514-1081-00-6350 - CAP Water Purchase) for recharge of excess/incentive recharge water.

**RECOMMENDATION:**

Staff recommends that the City Council adopt two resolution approving two (2) new agreements between the Central Arizona Water Conservation District and the City of Avondale for storage of water at the Agua Fria Recharge Project and the Hieroglyphic Mountains Recharge Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

- [Resolution 2884-110 - CAWCD Agua Fria Water Storage](#)
- [Resolution 2885-110 - CAWCD Hieroglyphic Water Storage](#)

**RESOLUTION NO. 2884-110**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AGREEMENT WITH THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT RELATING TO WATER STORAGE AT THE AGUA FRIA RECHARGE PROJECT FACILITY.

**BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the agreement with Central Arizona Water Conservation District relating to storage of water at the Agua Fria Recharge Project facility (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, January 4, 2010.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2884-110

(Water Storage Agreement)

See following pages.

**AGREEMENT FOR STORAGE OF WATER  
AT THE  
AGUA FRIA RECHARGE PROJECT**

**1. PARTIES:**

This agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CENTRAL ARIZONA WATER CONSERVATION DISTRICT, hereinafter referred to as "CAWCD", and the CITY OF AVONDALE, hereinafter referred to as "Avondale".

**2. RECITALS:**

2.1 CAWCD is responsible for operating the Agua Fria Recharge Project ("AFRP"), an underground storage facility. The AFRP is located in the Phoenix Active Management Area, within the floodplain of components: (a) an in-channel component, known and regulated as the managed underground storage facility pursuant to ADWR permit no. 71-5697750005, where CAP water is released from the Agua Fria Siphon Blowoff Structure into the channel of the Agua Fria River for underground storage and/or conveyance as in-channel surface water flows approximately four miles downstream to the constructed underground storage facility; and (b) a constructed component, known and regulated as the constructed underground storage facility pursuant to ADWR permit no. 71-569776.0005, consisting of an in-channel diversion dam and headworks structure, which divert water from the channel into a conveyance canal for delivery to approximately 115 acres of spreading basins.

2.2 ADWR has issued CAWCD a Constructed Underground Storage Facility Permit (permit no. 71-569776.0005) and a Managed Underground Storage Facility Permit (permit no. 71569775.0005) for the AFRP. The Permits authorizes the underground storage of a combined maximum of 100,000 acre-feet of water annually at the AFRP. The AFRP is a State Demonstration Recharge Project pursuant to A.R.S. §45-891.01 et seq.

2.3 Avondale desires to store CAP water at the AFRP and CAWCD agrees to make available unused storage capacity at the AFRP for such storage, in accordance with the provisions of this Agreement.

NOW THEREFORE, in consideration of the foregoing, the payments to be paid by Avondale, and the covenants and agreements contained in this Agreement,

and other good and valuable consideration, CAWCD and Avondale agree as follows:

**3. DEFINITIONS:**

As used in this Agreement, the following terms, when capitalized, have the following meanings:

- 3.1 ADWR: The Arizona Department of Water Resources.
- 3.2 CENTRAL ARIZONA PROJECT (CAP): The water delivery works of the CAP including, but not limited to, the CAP canal, its turnout structures and associated measuring devices.
- 3.3 AFRP: The combined constructed underground storage facility and managed underground storage facility, constructed and operated by CAWCD pursuant to the Permits, which is located in portions of Sections 17, 20, 29, 31 and 32, Township 5N, Range 1E, and Section 6, Township 4N, Range 1E, GSRB&M, Maricopa County, Arizona.
- 3.4 AFRP SIPHON BLOWOFF STRUCTURE: The point at which Avondale Water is diverted from the CAP canal for delivery into the AFRP.
- 3.5 AVONDALE WATER: CAP water scheduled by Avondale under the terms of its Excess Water Contract and/or CAP Water Service Subcontract.
- 3.6 PARTY/PARTIES: Either one or both of the parties to this Agreement.
- 3.7 PERMITS: The Constructed Underground Storage Facility Permits issued by the ADWR for the AFRP facility, permit nos. 71-569775.0005 and 71-569776.0005.

**4. SCOPE OF SERVICES:**

This Agreement is limited to the diversion of water at the Agua Fria Siphon Blowoff Structure in to the AFRP and the storage of such water at the AFRP by CAWCD for the benefit of Avondale. CAWCD shall deliver Avondale Water, which is scheduled by Avondale for storage at AFRP in accordance with this Agreement, and CAWCD shall store such water underground at the AFRP for the benefit of Avondale.

**5. TERM OF AGREEMENT:**

This Agreement shall become effective when executed by both Parties and shall remain in effect for ten (10) years unless the Parties agree in writing to extend the term or unless it is sooner terminated or canceled in accordance with the terms of this Agreement.

**6. CONDITIONS RELATING TO STORAGE:**

- 6.1 All storage of CAP water at the AFRP shall be consistent with Arizona law.

- 6.2 Avondale shall obtain a water storage permit from ADWR authorizing it to store Avondale Water at the AFRP.
- 6.3 CAWCD's storage of Avondale Water at the AFRP shall, at all times, comply with the Permits. CAWCD shall be responsible for filing annual reports as required by the Permits. CAWCD shall promptly notify Avondale of any changes or modifications to the Permits that would affect Avondale's rights under this Agreement. If the Permits are canceled or expire for any reason, Avondale may terminate this Agreement.

**7. PROCEDURE FOR SCHEDULING STORAGE CAPACITY**

- 7.1 As soon as practicable after the date of execution of this Agreement, Avondale shall submit to CAWCD a proposed schedule indicating the amount of AFRP storage capacity it desires to use during the year in which this Agreement is executed. Thereafter, on or before October 1 of each year during the term of this Agreement, Avondale shall submit to CAWCD a proposed schedule indicating the amount of AFRP storage capacity Avondale desires to use during the following year.
- 7.2 As soon as practicable after receipt of Avondale's proposed schedule following the execution of this Agreement, CAWCD shall return to Avondale the schedule, as adjusted by and acceptable to CAWCD, indicating the amount of AFRP storage capacity that is available to Avondale for the year in which this Agreement is executed. Thereafter, on or before November 15 of each year during the term of this Agreement, CAWCD shall return to Avondale the schedule, as adjusted by and acceptable to CAWCD, indicating the amount of AFRP storage capacity that is available to Avondale for the following year.

**8. WATER STORAGE RATE**

Each year under the term of this Agreement, CAWCD shall establish a per acre-foot recharge rate ("Annual Recharge Rate") for use of AFRP storage capacity for the following year, in accordance with CAWCD's adopted Recharge Rate Policy. Avondale shall be obligated to pay CAWCD this annual Recharge Rate for each acre-foot of storage capacity used by Avondale during the year. Such payment shall be in accordance with the provisions of Section 13 below.

**9. OPERATING AGENT:**

- 9.1 CAWCD shall be responsible for operating the AFRP.

- 9.2 CAWCD shall retain sole responsibility and authority for decisions relating to the AFRP operating and maintenance practices, including maintenance scheduling and the selection of periods when maintenance will be done.
  - 9.3 Whenever practicable, CAWCD shall inform Avondale ninety (90) days in advance of any matter which may substantially affect the AFRP or the rights of Avondale.
- 10. DESTRUCTION/RECONSTRUCTION OF THE AFRP:**  
In the event of destruction of all or part of the AFRP, CAWCD may repair or reconstruct the AFRP, but CAWCD shall not be obligated to do so.
- 11. WATER MEASUREMENT AND ACCOUNTING:**
- 11.1 CAWCD shall base its accounting for water delivered to the AFRP on actual measurements, methods required by the Permits and/or generally accepted accounting and engineering practices.
  - 11.2 CAWCD shall install and maintain a flow measurement system at the AFRP Siphon Blowoff Structure to measure the amount of water diverted from the CAP into the AFRP. CAWCD shall test and maintain the accuracy of this system within plus or minus 5 percent of actual flows.
  - 11.3 CAWCD shall determine evaporation losses representative of the conditions at or near the AFRP using the method indicated in the Permits or using actual measurements, when available. Any other losses in the AFRP shall be calculated using generally accepted engineering practices.
  - 11.4 All losses that occur at the AFRP, other than by evaporation, will be calculated using generally accepted engineering practices and water-level readings from the gages in the basins.
  - 11.5 CAWCD shall prepare a monthly water accounting report of water stored at the AFRP for Avondale. The report shall include the daily amount of water stored and the losses calculated as described in this Section.
  - 11.6 CAWCD shall provide the ADWR with water accounting reports for the AFRP as required by the Permits.
  - 11.7 The water accounting reports prepared pursuant to this Section shall be sent to Avondale monthly and shall be retained by CAWCD for at least three years.
  - 11.8 CAWCD shall provide Avondale copies of the AFRP annual reports submitted to ADWR.

**12. WATER QUALITY:**

Avondale shall indemnify and hold harmless CAWCD against all losses to third parties resulting from water quality degradation or harm to property caused by Avondale's use of the AFRP, due to the commingling of Avondale Water with the groundwater. Further, Avondale waives any claim on its own behalf against CAWCD for water quality degradation or harm to property arising from such commingling, unless such claim is intended to enforce the indemnification provision of this Section; provided, however, that Avondale shall indemnify and hold harmless CAWCD only to the extent that indemnification is not provided to CAWCD by the State of Arizona pursuant to A.R.S. §45-898.01; and provided, further, however, that Avondale's indemnification shall only extend to the percentage of degradation attributable to the water stored on behalf of Avondale at the AFRP under the terms of this Agreement. Avondale retains the right to claim over against any other entity, including CAWCD, storing water in the AFRP in the amount proportionate to such amount stored by those other entities. In no event shall CAWCD assume liability for water quality degradation resulting from the storage of water in the AFRP, solely due to its performance of obligations as the operating agent under this Agreement.

**13. BILLING AND PAYMENTS:**

13.1 On or before the 15<sup>th</sup> day of each month, CAWCD will bill Avondale for each acre-foot of storage capacity used by Avondale during the previous month. The amount billed to Avondale shall be equal to the Annual Recharge Rate multiplied by the number of acre-feet of Avondale Water delivered to the AFRP as measured at the AFRP Siphon Blowoff Structure. Avondale shall pay CAWCD within thirty (30) days of receipt of such bill. Payment is not contingent upon and is not related to Avondale's accrual of long-term storage credits from water stored at the AFRP.

13.2 If payment due under this Agreement remains unpaid more than sixty (60) days after its due date, CAWCD may terminate this Agreement effective upon written notice to Avondale. In the event CAWCD terminates this Agreement, Avondale shall remain obligated to pay any outstanding balance.

**14. AUTHORIZATIONS AND APPROVALS:**

Avondale shall be responsible for obtaining, at its own expense, any permits, authorizations and approvals required for the underground storage and recovery of water in the AFRP or for Avondale's performance under this Agreement.

Avondale shall keep CAWCD informed of its applications for such permits and authorizations. CAWCD will share information with Avondale to assist Avondale in its permit application. Avondale shall also be responsible for filing any annual reports or other documents necessary to maintain its right to store water at the AFRP.

**15. LIABILITY**

- 15.1 Each Party shall assume liability for its own negligence and shall indemnify the other against any damages the non-negligent Party incurs as a result of the negligent Party's action or inaction.
- 15.2 CAWCD shall assume no liability to Avondale for claims of damage resulting from CAWCD's decision to curtail or stop water flows to the AFRP site during storm or emergency conditions.
- 15.3 CAWCD shall assume no liability to Avondale for quantities of recoverable or unrecoverable water stored underground or removed from underground storage; nor to replace water lost, unintentionally misdirected or otherwise failing to reach the underlying aquifer. CAWCD, Avondale and any other entities storing water at the AFRP shall share in any deficiency resulting from such lost, misdirected or otherwise unstored water in proportion to the amount of the AFRP capacity it used at the time the deficiency accrued.
- 15.4 Liability, as described in Section 12 related to water stored in the AFRP by Avondale prior to termination of this Agreement, shall remain with Avondale after termination of this Agreement. This Section 15.4 shall survive expiration or termination of this Agreement, and remain in full force and effect.
- 15.5 In the event any third party institutes an action against CAWCD, Avondale or other entities storing water at the AFRP for claims arising from the activities undertaken pursuant to this Agreement, the parties named in the action shall meet to determine the procurement of legal counsel and the steps to take to defend against the action.

**16. INSURANCE**

- 16.1 During the term of this Agreement, unless otherwise agreed in writing by CAWCD, Avondale shall procure and maintain in force or cause to be procured and maintained in force the following types of insurance:
  - 16.1.1 Commercial General Liability Insurance naming CAWCD as an additional insured, including bodily injury, personal injury, property

damage, wrongful death, and contractual liability with a minimum limit of \$1,000,000 per occurrence.

16.1.2 Business Automobile Liability Insurance with a minimum limit of \$1,000,000.

16.1.3 Worker's Compensation as required by Arizona State law and Employees' Liability Insurance with limits of \$1,000,000 per accident, \$1,000,000 per employee per disease and \$1,000,000 aggregate for disease.

16.1.4 Commercial Umbrella – combined single limit of \$4,000,000.

16.2 Any insurance carried by CAWCD shall be excess and not contributory insurance to any insurance afforded hereunder. Avondale shall submit satisfactory proof of insurance to CAWCD prior to use of the AFRP. Such proof of insurance shall be in the form of a certificate stating the coverage provided and that such insurance shall not be canceled until after thirty (30) days prior written notice thereof shall have been given to CAWCD.

16.3 With written approval of CAWCD, Avondale may self-insure or combine the coverages required by this Agreement with coverages outside the scope of that required by this Agreement.

16.4 If Avondale fails to acquire, provide or continue the insurance coverages required, CAWCD may terminate this Agreement immediately upon written notice to Avondale.

**17. DEFAULT:**

17.1 Avondale and CAWCD shall pay all monies and carry out all other performances, duties and obligations agreed to be paid and/or performed by them pursuant to this Agreement. A failure by Avondale or CAWCD to adhere to the covenants and obligations to be kept and performed by it shall be an act of default under this Agreement.

17.2 In the event of a default by CAWCD or Avondale, then, within thirty (30) days following notice of such default either Party may cure the default either by advancing the necessary funds and/or rendering the necessary performance. Such notice shall specify the existence and nature of such default. If such default is not remedied within the time specified, the non-defaulting Party may terminate this Agreement upon 24 hours written notice.

**18. UNCONTROLLABLE FORCES:**

Neither Party to this Agreement shall be considered in default in the performance of any of its obligations under this Agreement (other than obligations of Avondale to pay costs and expenses) when a failure of performance is due to Uncontrollable Forces. The term "uncontrollable forces" shall mean any cause beyond the control of the Party unable to perform such obligation, including but not limited to, the failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, government priorities and restraint by court order or public authority, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority not a Party to this Agreement, which by exercise of due diligence, it shall be unable to overcome.

**19. RESOLUTION OF DISPUTES:**

A Party having a dispute under this Agreement that cannot be resolved by the Parties, may submit the dispute to arbitration. Arbitration shall be subject to the following provisions:

19.1.1 Arbitration shall be binding only upon the consent of the Parties.

19.1.2 A Party wishing to submit a dispute to arbitration shall provide thirty (30) days written notice to the other party of its intent to pursue arbitration and shall name one arbitrator at that time. Within fifteen (15) days of receiving this notice, the other Party to the dispute shall name one arbitrator and give written notice to the other Party of its selection. The two selected arbitrators shall, within five (5) days of selection of the second arbitrator, jointly select a third arbitrator.

19.1.3 Within thirty (30) days from the selection of the third arbitrator, the arbitrators shall hold a hearing. Within thirty (30) days from the conclusion of the hearing, the arbitrators shall render a decision on the dispute.

19.1.4 Arbitration shall be subject to the Arizona Arbitration Act, Arizona Revised Statutes, Title 12, Chapter 9, Article 1. In the event of a conflict between this Agreement and the Arizona Arbitration Act, the provisions of this Agreement shall prevail.

19.1.5 A Party that is dissatisfied with the results of non-binding arbitration may pursue any other legal or equitable remedy not expressly provided for in this Section 19 and available to resolve the dispute.

**20. ACTION PENDING RESOLUTION OF DISPUTES:**

Pending the resolution of a dispute pursuant to Section 19, each Party shall proceed, to the extent legally permissible, in a manner consistent with this Agreement, and shall make payments required in accordance with the applicable provisions of this Agreement. Any amount paid by a Party pursuant to this Section 20 during the course of such dispute shall be subject to refund and adjustment upon a final resolution of any dispute involving an amount due.

**21. GOVERNING LAWS**

This Agreement shall be governed by laws of the State of Arizona.

**22. BINDING OBLIGATIONS:**

All of the obligations set forth in the Agreement shall bind CAWCD and its successors and assigns. This Agreement shall not be assigned by Avondale or accrue to Avondale's successor, nor shall the AFRP capacity use rights hereunder of Avondale be used by another party. CAWCD retains the right to sell, lease, assign or otherwise convey its ownership of the AFRP to a third party. In such event, CAWCD may cancel this Agreement upon written notice to Avondale.

**23. NOTICES:**

23.1 Notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

**Central Arizona Water Conservation District**  
c/o General Manager  
P.O. Box 43020  
Phoenix, AZ 85080-3020

**City of Avondale**  
c/o City Clerk  
12465 W. Civic Center Drive  
Suite 280  
Avondale, AZ 85323

23.2 A Party may, at any time, by notice to the other Party, designate different or additional persons or different addresses for the giving of notices.

**24. THIRD PARTY BENEFICIARIES:**

This Agreement shall not be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation or undertaking established herein.

**25. WAIVER:**

The waiver by either Party of a breach of any term, covenant or condition in this Agreement shall not be deemed a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term covenant or condition of this Agreement.

**26. HEADINGS:**

Title and paragraph headings are for reference only and are not part of this Agreement.

**27. ENTIRE AGREEMENT:**

The terms, covenants and conditions of this Agreement constitute the entire agreement between the Parties relative to the use of AFRP storage capacity, and no understandings or agreements not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by both Parties.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto.

**CENTRAL ARIZONA WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Susan Bitter Smith, President

Attest: \_\_\_\_\_  
Secretary

**CITY OF AVONDALE**

By: \_\_\_\_\_  
Its: Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved to as Form:

\_\_\_\_\_

P:\lo\Water Storage Agreement\Avondale - AFRP

**RESOLUTION NO. 2885-110**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AGREEMENT WITH THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT RELATING TO WATER STORAGE AT THE HIEROGLYPHIC MOUNTAINS PROJECT FACILITY.

**BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the agreement with Central Arizona Water Conservation District relating to storage of water at the Hieroglyphic Mountains Recharge Project facility (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, January 4, 2010.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2885-110

(Water Storage Agreement)

See following pages.

**AGREEMENT FOR STORAGE OF WATER  
AT THE  
HIEROGLYPHIC MOUNTAINS RECHARGE PROJECT**

**1. PARTIES:**

This agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CENTRAL ARIZONA WATER CONSERVATION DISTRICT, hereinafter referred to as "CAWCD", and the CITY OF AVONDALE, hereinafter referred to as "Avondale".

**2. RECITALS:**

2.1 CAWCD is responsible for operating the Hieroglyphic Mountains Recharge Project ("HMRP"), an underground storage facility. The HMRP is located in the Phoenix Active Management Area. The HMRP is located in the west Salt River Valley and located adjacent to and north of the Hayden-Rhodes Aqueduct, upstream of the Agua Fria River siphon.

2.2 ADWR has issued CAWCD a Constructed Underground Storage Facility Permit (Permit No. 71-584466.0002) for the HMRP. The Permit authorizes the underground storage of a maximum of 35,000 acre-feet of water annually at the HMRP. The HMRP is a State Demonstration Recharge Project pursuant to A.R.S. §45-891.01 et seq.

2.3 Avondale desires to store CAP water at the HMRP and CAWCD agrees to make available unused storage capacity at the HMRP for such storage, in accordance with the provisions of this Agreement.

NOW THEREFORE, in consideration of the foregoing, the payments to be paid by Avondale, and the covenants and agreements contained in this Agreement, and other good and valuable consideration, CAWCD and Avondale agree as follows:

**3. DEFINITIONS:**

As used in this Agreement, the following terms, when capitalized, have the following meanings:

3.1 ADWR: The Arizona Department of Water Resources.

3.2 CENTRAL ARIZONA PROJECT (CAP): The water delivery works of the CAP including, but not limited to, the CAP canal, its turnout structures and associated measuring devices.

- 3.3 HMRP: The constructed underground storage facility constructed and operated by CAWCD pursuant to the Permit, which is located in portions of Sections 23 and 24, Township 5N, Range 2W, GSRB&M, Maricopa County, Arizona. The United States holds title to property along the CAP Aqueduct in the project vicinity, but has transferred the right to use the property to CAWCD.
- 3.4 HMRP TURNOUT STRUCTURE: The point at which Avondale Water is diverted from the CAP canal for delivery into the HMRP.
- 3.5 AVONDALE WATER: CAP water scheduled by Avondale under the terms of its Excess Water Contract and/or CAP Water Service Subcontract.
- 3.6 PARTY/PARTIES: Either one or both of the parties to this Agreement.
- 3.7 PERMIT: The Constructed Underground Storage Facility Permit issued by the ADWR for the HMRP facility, permit no. 71-584466.0002.

**4. SCOPE OF SERVICES:**

This Agreement is limited to the diversion of water at the HMRP Turnout Structure, and the storage of such water at the HMRP by CAWCD for the benefit of Avondale. CAWCD will deliver Avondale Water, which is scheduled by Avondale for storage at the HMRP in accordance with this Agreement, and CAWCD shall store such water underground at the HMRP for the benefit of Avondale.

**5. TERM OF AGREEMENT:**

This Agreement shall become effective when executed by both Parties and shall remain in effect for ten (10) years unless the Parties agree in writing to extend the term or unless it is sooner terminated or canceled in accordance with the terms of this Agreement.

**6. CONDITIONS RELATING TO STORAGE:**

- 6.1 All storage of CAP water at the HMRP shall be consistent with Arizona law.
- 6.2 Avondale shall obtain a water storage permit from ADWR authorizing it to store Avondale Water at the constructed HMRP.
- 6.3 CAWCD's storage of Avondale Water at the HMRP shall, at all times, comply with the Permit. CAWCD shall be responsible for filing annual reports as required by the Permit. CAWCD shall promptly notify Avondale of any changes or modifications to the Permit that would affect Avondale's rights under this Agreement. If the Permit is canceled or expires for any reason, Avondale may terminate this Agreement.

**7. PROCEDURE FOR SCHEDULING STORAGE CAPACITY**

7.1 As soon as practicable after the date of execution of this Agreement, Avondale shall submit to CAWCD a proposed schedule indicating the amount of HMRP storage capacity it desires to use during the year in which this Agreement is executed. Thereafter, on or before October 1 of each year during the term of this Agreement, Avondale shall submit to CAWCD a proposed schedule indicating the amount of HMRP storage capacity Avondale desires to use during the following year.

7.2 As soon as practicable after receipt of Avondale's proposed schedule following the execution of this Agreement, CAWCD shall return to Avondale the schedule, as adjusted by and acceptable to CAWCD, indicating the amount of HMRP storage capacity that is available to Avondale for the year in which this Agreement is executed. Thereafter, on or before November 15 of each year during the term of this Agreement, CAWCD shall return to Avondale the schedule, as adjusted by and acceptable to CAWCD, indicating the amount of HMRP storage capacity that is available to Avondale for the following year.

**8. WATER STORAGE RATE**

Each year under the term of this Agreement, CAWCD shall establish a per acre-foot recharge rate ("Annual Recharge Rate") for use of HMRP storage capacity for the following year, in accordance with CAWCD's adopted Recharge Rate Policy. Avondale shall be obligated to pay CAWCD this annual Recharge Rate for each acre-foot of storage capacity used by Avondale during the year. Such payment shall be in accordance with the provisions of Section 13 below.

**9. OPERATING AGENT:**

9.1 CAWCD shall be responsible for operating the HMRP.

9.2 CAWCD shall retain sole responsibility and authority for decisions relating to the HMRP operating and maintenance practices, including maintenance scheduling and the selection of periods when maintenance will be done.

9.3 Whenever practicable, CAWCD shall inform Avondale ninety (90) days in advance of any matter which may substantially affect the HMRP or the rights of Avondale.

**10. DESTRUCTION/RECONSTRUCTION OF THE HMRP:**

In the event of destruction of all or part of the HMRP, CAWCD may repair or reconstruct the HMRP, but CAWCD shall not be obligated to do so.

**11. WATER MEASUREMENT AND ACCOUNTING:**

- 11.1 CAWCD shall base its accounting for water delivered to the HMRP on actual measurements, methods required by the Permit and/or generally accepted accounting and engineering practices.
- 11.2 CAWCD shall install and maintain a flow measurement system at the HMRP Turnout Structure to measure the amount of water diverted from the CAP into the HMRP. CAWCD shall test and maintain the accuracy of this system within plus or minus 5 percent of actual flows.
- 11.3 CAWCD shall determine evaporation losses representative of the conditions at or near the HMRP using the method indicated in the Permit or using actual measurements, when available. Any other losses in the HMRP shall be calculated using generally accepted engineering practices.
- 11.4 All losses that occur at the HMRP, other than by evaporation, will be calculated using generally accepted engineering practices and water-level readings from the gages in the basins.
- 11.5 CAWCD shall prepare a monthly water accounting report of water stored at the HMRP for Avondale. The report shall include the daily amount of water stored and the losses calculated as described in this Section.
- 11.6 CAWCD shall provide the ADWR with water accounting reports for the HMRP as required by the Permit.
- 11.7 The water accounting reports prepared pursuant to this Section shall be sent to Avondale monthly and shall be retained by CAWCD for at least three years.
- 11.8 CAWCD shall provide Avondale copies of the HMRP annual reports submitted to ADWR.

**12. WATER QUALITY:**

Avondale shall indemnify and hold harmless CAWCD against all losses to third parties resulting from water quality degradation or harm to property caused by Avondale's use of the HMRP, due to the commingling of Avondale Water with the groundwater. Further, Avondale waives any claim on its own behalf against CAWCD for water quality degradation or harm to property arising from such commingling, unless such claim is intended to enforce the indemnification provision of this Section; provided, however, that Avondale shall indemnify and hold harmless CAWCD only to the extent that indemnification is not provided to CAWCD by the State of Arizona pursuant to A.R.S. §45-898.01; and provided,

further, however, that Avondale's indemnification shall only extend to the percentage of degradation attributable to the water stored on behalf of Avondale at the HMRP under the terms of this Agreement. Avondale retains the right to claim over against any other entity, including CAWCD, storing water in the HMRP in the amount proportionate to such amount stored by those other entities. In no event shall CAWCD assume liability for water quality degradation resulting from the storage of water in the HMRP, solely due to its performance of obligations as the operating agent under this Agreement.

**13. BILLING AND PAYMENTS:**

13.1 On or before the 15<sup>th</sup> day of each month, CAWCD will bill Avondale for each acre-foot of storage capacity used by Avondale during the previous month. The amount billed to Avondale shall be equal to the Annual Recharge Rate multiplied by the number of acre-feet of Avondale Water delivered to the HMRP as measured at the HMRP Turnout Structure. Avondale shall pay CAWCD within thirty (30) days of receipt of such bill. Payment is not contingent upon and is not related to Avondale's accrual of long-term storage credits from water stored at the HMRP.

13.2 If payment due under this Agreement remains unpaid more than sixty (60) days after its due date, CAWCD may terminate this Agreement effective upon written notice to Avondale. In the event CAWCD terminates this Agreement, Avondale shall remain obligated to pay any outstanding balance.

**14. AUTHORIZATIONS AND APPROVALS:**

Avondale shall be responsible for obtaining, at its own expense, any permits, authorizations and approvals required for the underground storage and recovery of water in the HMRP or for Avondale's performance under this Agreement. Avondale shall keep CAWCD informed of its applications for such permits and authorizations. CAWCD will share information with Avondale to assist Avondale in its permit application. Avondale shall also be responsible for filing any annual reports or other documents necessary to maintain its right to store water at the HMRP.

**15. LIABILITY**

15.1 Each Party shall assume liability for its own negligence and shall indemnify the other against any damages the non-negligent Party incurs as a result of the negligent Party's action or inaction.

- 15.2 CAWCD shall assume no liability to Avondale for claims of damage resulting from CAWCD's decision to curtail or stop water flows to the HMRP site during storm or emergency conditions.
- 15.3 CAWCD shall assume no liability to Avondale for quantities of recoverable or unrecoverable water stored underground or removed from underground storage; nor to replace water lost, unintentionally misdirected or otherwise failing to reach the underlying aquifer. CAWCD, Avondale and any other entities storing water at the HMRP shall share in any deficiency resulting from such lost, misdirected or otherwise unstored water in proportion to the amount of the HMRP capacity it used at the time the deficiency accrued.
- 15.4 Liability, as described in Section 12 related to water stored in the HMRP by Avondale prior to termination of this Agreement, shall remain with Avondale after termination of this Agreement. This Section 15.4 shall survive expiration or termination of this Agreement, and remain in full force and effect.
- 15.5 In the event any third party institutes an action against CAWCD, Avondale or other entities storing water at the HMRP for claims arising from the activities undertaken pursuant to this Agreement, the parties named in the action shall meet to determine the procurement of legal counsel and the steps to take to defend against the action.

## **16. INSURANCE**

- 16.1 During the term of this Agreement, unless otherwise agreed in writing by CAWCD, Avondale shall procure and maintain in force or cause to be procured and maintained in force the following types of insurance:
  - 16.1.1 Commercial General Liability Insurance naming CAWCD as an additional insured, including bodily injury, personal injury, property damage, wrongful death, and contractual liability with a minimum limit of \$1,000,000 per occurrence.
  - 16.1.2 Business Automobile Liability Insurance with a minimum limit of \$1,000,000.
  - 16.1.3 Worker's Compensation as required by Arizona State law and Employees' Liability Insurance with limits of \$1,000,000 per accident, \$1,000,000 per employee per disease and \$1,000,000 aggregate for disease.
  - 16.1.4 Commercial Umbrella – combined single limit of \$4,000,000.

- 16.2 Any insurance carried by CAWCD shall be excess and not contributory insurance to any insurance afforded hereunder. Avondale shall submit satisfactory proof of insurance to CAWCD prior to use of the HMRP. Such proof of insurance shall be in the form of a certificate stating the coverage provided and that such insurance shall not be canceled until after thirty (30) days prior written notice thereof shall have been given to CAWCD.
- 16.3 With written approval of CAWCD, Avondale may self-insure or combine the coverages required by this Agreement with coverages outside the scope of that required by this Agreement.
- 16.4 If Avondale fails to acquire, provide or continue the insurance coverages required, CAWCD may terminate this Agreement immediately upon written notice to Avondale.

**17. DEFAULT:**

- 17.1 Avondale and CAWCD shall pay all monies and carry out all other performances, duties and obligations agreed to be paid and/or performed by them pursuant to this Agreement. A failure by Avondale or CAWCD to adhere to the covenants and obligations to be kept and performed by it shall be an act of default under this Agreement.
- 17.2 In the event of a default by CAWCD or Avondale, then, within thirty (30) days following notice of such default either Party may cure the default either by advancing the necessary funds and/or rendering the necessary performance. Such notice shall specify the existence and nature of such default. If such default is not remedied within the time specified, the non-defaulting Party may terminate this Agreement upon 24 hours written notice.

**18. UNCONTROLLABLE FORCES:**

Neither Party to this Agreement shall be considered in default in the performance of any of its obligations under this Agreement (other than obligations of Avondale to pay costs and expenses) when a failure of performance is due to Uncontrollable Forces. The term "uncontrollable forces" shall mean any cause beyond the control of the Party unable to perform such obligation, including but not limited to, the failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, government priorities and restraint by court order or public authority, and action or non-action by or failure to obtain the necessary authorizations or approvals

from any governmental agency or authority not a Party to this Agreement, which by exercise of due diligence, it shall be unable to overcome.

**19. RESOLUTION OF DISPUTES:**

A Party having a dispute under this Agreement that cannot be resolved by the Parties, may submit the dispute to arbitration. Arbitration shall be subject to the following provisions:

19.1.1 Arbitration shall be binding only upon the consent of the Parties.

19.1.2 A Party wishing to submit a dispute to arbitration shall provide thirty (30) days written notice to the other party of its intent to pursue arbitration and shall name one arbitrator at that time. Within fifteen (15) days of receiving this notice, the other Party to the dispute shall name one arbitrator and give written notice to the other Party of its selection. The two selected arbitrators shall, within five (5) days of selection of the second arbitrator, jointly select a third arbitrator.

19.1.3 Within thirty (30) days from the selection of the third arbitrator, the arbitrators shall hold a hearing. Within thirty (30) days from the conclusion of the hearing, the arbitrators shall render a decision on the dispute.

19.1.4 Arbitration shall be subject to the Arizona Arbitration Act, Arizona Revised Statutes, Title 12, Chapter 9, Article 1. In the event of a conflict between this Agreement and the Arizona Arbitration Act, the provisions of this Agreement shall prevail.

19.1.5 A Party that is dissatisfied with the results of non-binding arbitration may pursue any other legal or equitable remedy not expressly provided for in this Section 19 and available to resolve the dispute.

**20. ACTION PENDING RESOLUTION OF DISPUTES:**

Pending the resolution of a dispute pursuant to Section 19, each Party shall proceed, to the extent legally permissible, in a manner consistent with this Agreement, and shall make payments required in accordance with the applicable provisions of this Agreement. Any amount paid by a Party pursuant to this Section 20 during the course of such dispute shall

be subject to refund and adjustment upon a final resolution of any dispute involving an amount due.

**21. GOVERNING LAWS**

This Agreement shall be governed by laws of the State of Arizona.

**22. BINDING OBLIGATIONS:**

All of the obligations set forth in the Agreement shall bind CAWCD and its successors and assigns. This Agreement shall not be assigned by Avondale or accrue to Avondale's successor, nor shall the HMRP capacity use rights hereunder of Avondale be used by another party. CAWCD retains the right to sell, lease, assign or otherwise convey its ownership of the HMRP to a third party. In such event, CAWCD may cancel this Agreement upon written notice to Avondale.

**23. NOTICES:**

23.1 Notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

**Central Arizona Water Conservation District**  
c/o General Manager  
P.O. Box 43020  
Phoenix, AZ 85080-3020

**City of Avondale**  
c/o City Clerk  
11465 W. Civic Center Drive  
Suite 280  
Avondale, AZ 85323

23.2 A Party may, at any time, by notice to the other Party, designate different or additional persons or different addresses for the giving of notices.

**24. THIRD PARTY BENEFICIARIES:**

This Agreement shall not be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation or undertaking established herein.

**25. WAIVER:**

The waiver by either Party of a breach of any term, covenant or condition in this Agreement shall not be deemed a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term covenant or condition of this Agreement.

**26. HEADINGS:**

Title and paragraph headings are for reference only and are not part of this Agreement.

**27. ENTIRE AGREEMENT:**

The terms, covenants and conditions of this Agreement constitute the entire agreement between the Parties relative to the use of HMRP storage capacity, and no understandings or agreements not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by both Parties.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto.

**CENTRAL ARIZONA WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Susan Bitter Smith, President

Attest: \_\_\_\_\_  
Secretary

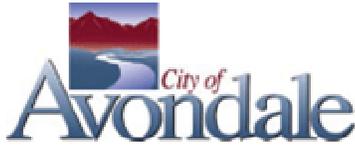
**CITY OF AVONDALE**

By: \_\_\_\_\_  
Its: Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved to as Form:

\_\_\_\_\_  
P:\lo\Water Storage Agreement\Avondale - HMRP



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1397-110 – Easement Dedication to SRP for the Avondale Boulevard and Encanto Boulevard Improvement Project

**MEETING DATE:**

January 4, 2010

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt an ordinance dedicating an Irrigation Easement to Salt River Project (SRP) for the Avondale Boulevard and Encanto Boulevard Improvement Project and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

**BACKGROUND:**

As a part of the FY09-10 CIP, the City plans to construct roadway widening improvements and install a traffic signal at the intersection of Avondale Boulevard and Encanto Boulevard (see attached vicinity map). Staff contracted with Dibble Engineering for the design of the street improvement project. In addition, an existing SRP irrigation ditch at the Avondale Boulevard and Encanto Boulevard intersection is too close to the roadway and must be piped as part of this project.

**DISCUSSION:**

The dedication of the irrigation easement to SRP is necessary to relocate existing irrigation facilities for the proposed roadway improvements along Avondale Blvd. The easement is located within existing public rights-of-way (see attached exhibit).

**BUDGETARY IMPACT:**

The proposed dedication of the Irrigation Easement to SRP will have no budgetary impact on the City.

**RECOMMENDATION:**

Staff recommends that the City Council adopt an ordinance dedicating an Irrigation Easement to Salt River Project (SRP) for the Avondale Boulevard and Encanto Boulevard Improvement Project and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

[□ Vicinity Map](#)

[□ Ordinance 1397-110](#)

# VICINITY MAP



June 2008 - GIS / MAPPING SECTION

## CITY OF AVONDALE

Avondale Blvd & Encanto Blvd Improvements

**ORDINANCE NO. 1397-110**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,  
ARIZONA, GRANTING AN IRRIGATION EASEMENT TO SALT RIVER  
PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

**BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. An irrigation easement is hereby granted to Salt River Project Agricultural Improvement and Power District through, over, under and across  $\pm$  0.287 acres of real property, generally located within the Avondale Boulevard right-of-way, at the Encanto Boulevard intersection, in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, January 4, 2010.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1397-110

[Salt River Project Irrigation Easement Agreement]

See following pages.

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB348  
P.O. Box 52025  
Phoenix, AZ 85072-2025

---

**IRRIGATION EASEMENT**

---

Maricopa County  
Encanto/115<sup>th</sup> Ave

R/W #2306 Agt. PJH

Job # RD-82888

W PJH C JMG

**KNOW ALL MEN BY THESE PRESENTS:**

That

**CITY OF AVONDALE**, ("Grantor"),  
an Arizona municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights of way, which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said rights of way and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement areas.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.
2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.



# EXHIBIT "A"

## DESCRIPTION FOR SRP EASEMENT AVONDALE BOULEVARD AND ENCANTO BOULEVARD

An easement situated in a portion of the East half of Section 36, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the East quarter corner of said Section 36 monumented by an Aluminum Cap flush bearing South 00 degrees 03 minutes 29 seconds West, a distance of 2625.36 feet from the Northeast Corner of said Section 36 monumented by a Brass Cap in Handhole;

THENCE South 00 degrees 06 minutes 52 seconds West, along the East line of said Section 36, a distance of 25.08 feet;

THENCE departing said East line, North 89 degrees 53 minutes 08 seconds West, a distance of 12.30 feet to the POINT OF BEGINNING;

THENCE South 62 degrees 59 minutes 29 seconds West, a distance of 57.33 feet;

THENCE North 44 degrees 54 minutes 22 seconds West, a distance of 24.05 feet;

THENCE North 00 degrees 06 minutes 11 seconds East, a distance of 79.53 feet;

THENCE North 45 degrees 18 minutes 19 seconds East, a distance of 35.63 feet;

THENCE North 00 degrees 03 minutes 29 seconds East, along a line parallel with and 55.00 feet West of the East line of said Section 36, a distance of 411.41 feet;

THENCE North 45 degrees 06 minutes 50 seconds East, a distance of 48.06 feet;

THENCE South 44 degrees 53 minutes 10 seconds East, a distance of 20.00 feet;

THENCE South 45 degrees 06 minutes 50 seconds West, a distance of 39.77 feet;

THENCE South 00 degrees 03 minutes 29 seconds West, along a line parallel with and 35.00 feet West of the East line of said Section 36, a distance of 411.45 feet

THENCE South 45 degrees 18 minutes 19 seconds West, a distance of 35.64 feet;

THENCE South 00 degrees 06 minutes 11 seconds West, a distance of 64.20 feet;

THENCE North 62 degrees 59 minutes 29 seconds East, a distance of 44.17 feet;

THENCE South 25 degrees 44 minutes 50 seconds East, a distance of 20.00 feet to the POINT OF BEGINNING.

Easement contains a computed area of 12,500 square feet or 0.2870 acres more or less. The attached EXHIBIT 'A' is to be included and made part of this description.



NORTHEAST CORNER SECTION 36  
TOWNSHIP 2 NORTH, RANGE 1 WEST



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°06'52"W	25.08'
L2	N89°53'08"W	12.30'
L3	S62°59'29"W	57.33'
L4	N44°54'22"W	24.05'
L5	N00°06'11"E	79.53'
L6	N45°18'19"E	35.63'
L7	N00°03'29"E	411.41'
L8	N45°06'50"E	48.06'
L9	S44°53'10"E	20.00'
L10	S45°06'50"W	39.77'
L11	S00°03'29"W	411.45'
L12	S45°18'19"W	35.64'
L13	S00°06'11"W	64.20'
L14	N62°59'29"E	44.17'
L15	S25°44'50"E	20.00'

EAST LINE OF SECTION 36

NOT TO SCALE

ENCANTO BOULEVARD

AVONDALE BOULEVARD

POINT OF BEGINNING

EAST 1/4 CORNER SECTION 36  
TOWNSHIP 2 NORTH, RANGE 1 WEST  
POINT OF COMMENCEMENT

THIS IS NOT A PROPERTY BOUNDARY SURVEY



**Dibble**  
Engineering

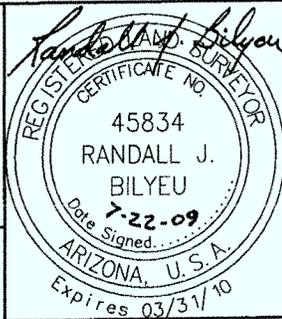


EXHIBIT "A"  
SRP EASEMENT  
AVONDALE BOULEVARD AND  
ENCANTO BOULEVARD

DATE: JULY 2009

DRN: JLD

CHK: RJB

PAGE  
3 OF 3

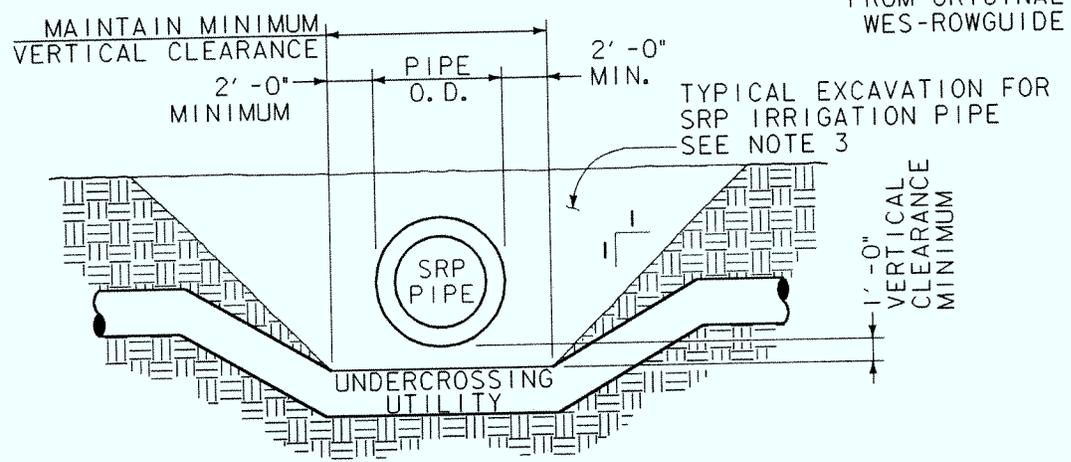
Dibble Engineering  
Project No. 10-0840

# EXHIBIT B

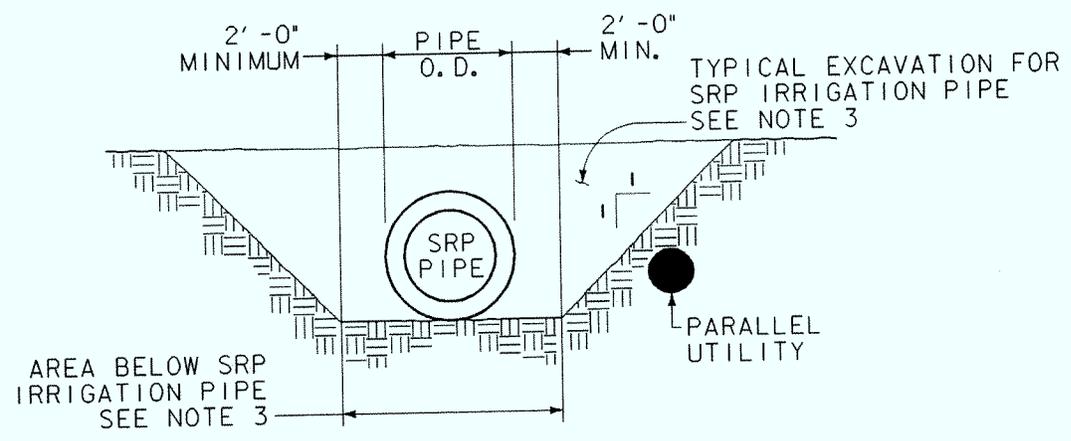
(PAGE 1 OF 2)

REV NO.	DATE
4	10/18/07

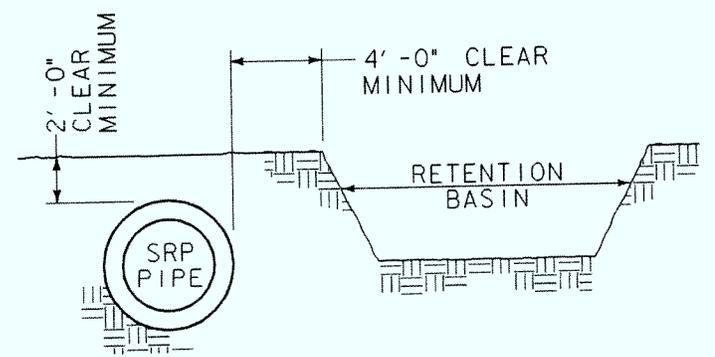
DWG REFERENCED FROM ORIGINAL WES-ROWGUIDE



PIPELINE - UTILITY CROSSING



PIPELINE - PARALLEL UTILITY



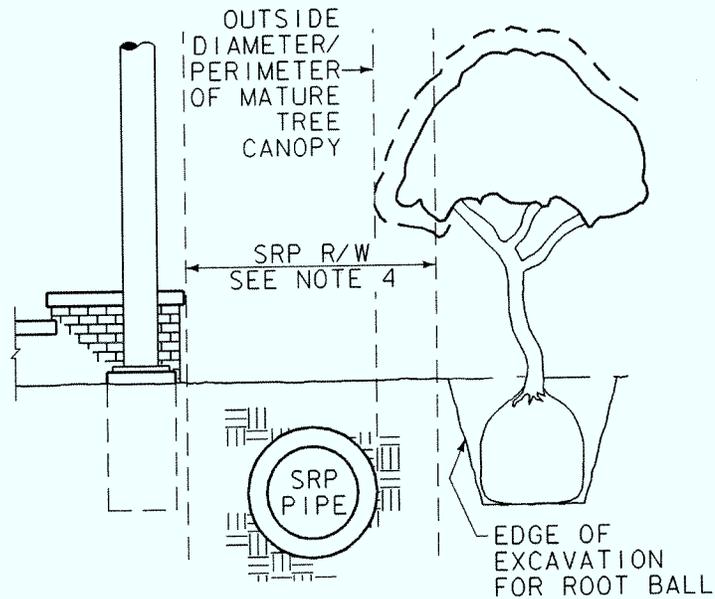
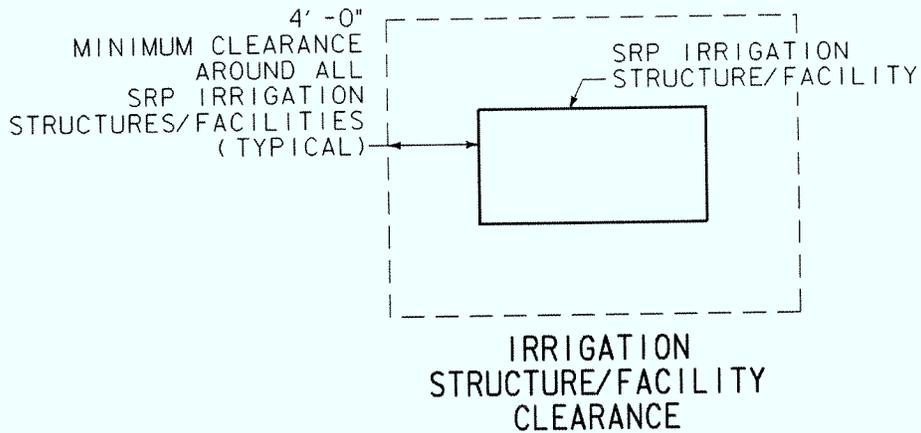
PIPELINES - RETENTION BASIN

# EXHIBIT B

(PAGE 2 OF 2)

REV NO.	DATE
4	10/18/07

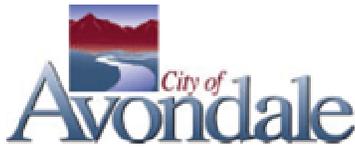
DWG REFERENCED FROM ORIGINAL WES-ROWGUIDE



## PIPELINES - LANDSCAPING

### NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.
4. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
5. REQUESTS FOR SRP LICENSES ARE HANDLED ON A CASE-BY-CASE BASIS. CONTACT SRP AT 602-236-2962 REGARDING LICENSES FOR SITES LOCATED NORTH OF THE SALT RIVER AND AT 602-236-5799 REGARDING LICENSES FOR SITES SOUTH OF THE SALT RIVER.



# CITY COUNCIL REPORT

**SUBJECT:**

Amendment No.2 to the Construction Manager at Risk with Sundt Construction

**MEETING DATE:**

January 4, 2010

**TO:** Mayor and Council

**FROM:** Daniel Davis, Parks, Recreation & Libraries Director (623)333-2411

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve Amendment No.2 to the Construction Manager at Risk (CMAR) Agreement with Sundt Construction, Inc. for the construction of the American Sports Center facility in the amount of \$7,798,990 and increase the pre-construction services contract for the retail portion of the project in the amount of \$33,459 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

During the past year the City of Avondale has planned for the construction of the American Sports Centers-Avondale in the City Center planning area. Council has previously approved a Professional Services Agreement with David Evans and Associates for engineering design services for the infrastructure portion of the project, and on November 16, 2009 approved Amendment No.1 of the CMAR agreement with Sundt for the construction of the public infrastructure. In June 2009, Council approved a Professional Service Agreement with SmithGroup for Architectural design services for the American Sports Center building. The approval of Amendment No.2 of the CMAR agreement with Sundt Construction, Inc. will authorize the construction of the 83,000sf facility.

**DISCUSSION:**

This phase of the project includes the construction of the 83,000sf American Sports Center. The indoor recreation facility will feature two (2) indoor soccer fields, six (6) basketball and eight (8) volleyball courts, multipurpose rooms, food service facilities, administrative offices, restrooms, storage and support facilities. Staff budgeted \$9 million for the building construction. In October 2009 Sundt Construction, Inc. submitted a conceptual cost estimate based upon 30% design in the amount of \$8,687,497.

Staff continued to work with the design team and Sundt to further bring the project below our project estimates. Staff used a third-party consultant to review the cost estimate and identify areas within the proposal that should be further evaluated. Sundt also had the opportunity to obtain up to date market pricing comparisons associated with the infrastructure portion of the project. Sundt utilized this information and secured favorable bids from their subcontractors, and presented a Guarantee Maximum Price (GMP) of \$7,798,990.

During the design phase of the project, SmithGroup has worked to design the American Sports Center so it will be eligible for Leadership in Energy and Environmental Design (LEED) certification. Many LEED design features are included in the base GMP, which includes energy efficient heating & cooling systems, construction materials, and electrical fixtures. The roof has been structurally designed to accommodate solar photo voltaic panels. According to SmithGroup, for the facility to achieve LEED certification, a solar panel system will need to be installed. Staff believes that a

separate Request for Proposals (RFP) from companies that specialize in solar photo voltaic will provide the most cost effective system for the city. Staff will begin the RFP process immediately and will seek to coordinate the installation toward the end of the project construction. After the solar panel system is installed, the city will finalize the LEED certification.

In addition to the building construction, staff has budgeted \$1.5 million for the facility Furniture, Fixtures, and Equipment (FF&E). The purchase of the FF&E will be coordinated with the facility management group from American Sports Centers, along with our city procurement staff. These purchases will include items such as tables, chairs, kitchen equipment, television monitors, soccer field dasher boards, basketball and volleyball equipment. Staff will coordinate the request for bids for these items and the purchases will be submitted for Council approval over the next few months.

As a part of Amendment No. 2, Sundt Construction, Inc. has provided a scope of services and fee proposal for the pre-construction services related to the retail portion of the project. Sundt will work with city staff and the architectural design team to provide constructibility review, cost estimating, and establishing a guaranteed maximum price (GMP) for the retail development adjacent to American Sports Center. The Guaranteed Maximum Price (GMP) for the construction phase of the project will be presented to the City Council for approval in April 2010.

#### **BUDGETARY IMPACT:**

Funding for this project was approved by Council and is budgeted in the Parks Capital Improvement fund account No. 310-1119-00-8210. Total funds obligated or expended to date for both the infrastructure and facility construction is below staff's original budget estimates.

#### **PROJECT SCHEDULE:**

The City Center infrastructure portion of the project has commenced. The construction of the American Sports Center will be coordinated in sequence with the infrastructure work. The overall project is scheduled for completion by October 2010.

#### **RECOMMENDATION:**

Staff recommends that the City Council approve Amendment No.2 to the Construction Manager at Risk (CMAR) Agreement with Sundt Construction, Inc. for the construction of the American Sports Center facility in the amount of \$7,798,990 and increase the pre-construction services contract for the retail portion of the project in the amount of \$33,459 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents

#### **ATTACHMENTS:**

Click to download

 [Second Amendment to CMAR](#)

**SECOND AMENDMENT  
TO  
CONSTRUCTION MANAGER AT RISK AGREEMENT  
BETWEEN  
CITY OF AVONDALE  
AND  
SUNDT CONSTRUCTION, INC.**

THIS SECOND AMENDMENT TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this “Second Amendment”) is made as of January 4, 2010, between the City of Avondale, an Arizona municipal corporation (the “City”) and Sundt Construction, Inc., an Arizona corporation (the “Construction Manager”).

**RECITALS:**

A. The City and the Construction Manager entered into that certain Construction Manager At Risk Agreement, dated July 20, 2009, for design phase assistance and complete construction services for public infrastructure improvements and an approximately 83,000 SF multi-purpose recreational facility (the “Original Agreement”) in the Avondale City Center area.

B. The Original Agreement was amended once, on November 16, 2009, to approve the GMP for the Public Infrastructure Work (the “First Amendment”). The Original Agreement and the First Amendment are collectively referred to herein as the “Agreement.” Unless otherwise set forth herein, all capitalized terms used in this Second Amendment shall have the meanings ascribed to them in the Agreement.

C. Pursuant to subsection 3.4(A) of the Agreement, (i) the City may request that the Construction Manager submit the Facility Proposal and (ii) the City and the Construction Manager may agree upon a guaranteed maximum price for the Work required for the Facility portion of the Project. Accordingly the City requested that the Construction Manager submit the Facility Proposal relating to construction of the Facility (the “Facility Work”).

D. Due to the City identifying Project savings and additional funding, the “commercial wrap” portion of the Project (the “Retail Component”) has been included within the portions of the overall Project to be constructed in the first phase. Accordingly, the Construction Manager will be required to perform certain pre-construction services related to the Facility Designer’s work in advancing the design plans for the Retail Component from 30% completion to 100% completion.

E. The Construction Manager has submitted, and the City has approved, the Facility Proposal for the Facility Work. The City and the Construction Manager desire to amend the Agreement to (i) establish the guaranteed maximum price for the Facility Work included as part of the Facility Proposal and (ii) increase the Pre-Construction Phase Fee by \$33,459 for services related to the Retail Component.

## AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, the City and the Construction Manager hereby agree as follows:

1. Pre-Construction Phase Fee Increase. Subsection 7.1(B) of the Agreement is hereby amended to increase the Pre-Construction Phase Compensation by \$33,459.00 (which amount includes \$2,500 for reimbursable expenses) from \$124,207.00 to \$157,666.00.

2. Pre-Construction Phase Completion Date Extended. Subsection 7.1(C) of the Agreement is hereby amended to extend the equitable adjustment date from December 31, 2009, to June 30, 2010.

3. Facility GMP Established. The Construction Manager's guaranteed maximum price for the Facility Work (the "Facility GMP"), including the applicable portions of the Cost of the Work as defined in Article 8 of the Agreement and the applicable portion of the Construction Phase Fee as set forth in subsection 7.2(B) of the Agreement, but specifically not including the Pre-Construction Phase Fee set forth in subsection 7.1(B) of the Agreement, is hereby agreed to be \$7,798,990.00. The Facility GMP is the total compensation from the City to the Construction Manager for its fee and for the performance of the Facility Work in accordance with Contract Documents set forth in the Agreement and pursuant to any of the following documents, as applicable:

a. Allowances, Assumptions and Clarifications, included as a portion of Exhibit C-2, as set forth below.

b. A Schedule of Work, ten pages, dated November 10, 2009, attached hereto as Exhibit 1. The City and the Construction Manager specifically agree and understand that the schedule includes five days lost due to inclement weather.

4. Exhibits to Existing Agreement. The following exhibits are hereby approved and included in the Agreement:

a. Exhibit B-1 – Construction Manager's Facility Proposal, including all applicable unit prices. There are no alternate prices or additional services included in this Amendment.

b. Exhibit C-1 – General Scope, is hereby amended to include the Scope of Pre-Construction Services related to the Retail Component.

c. Exhibit C-2 – Facility Scope is hereby added to the Agreement.

d. Exhibit D - List of Design Documents is hereby supplemented by the list attached hereto.

5. Substantial Completion Date Established. The date of Substantial Completion of the Work is September 30, 2010.

6. Agreement Affirmed and Ratified. 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.

7. Estoppel. By executing this Second Amendment, the Construction Manager 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 Agreement.

8. Conflicts of Interest. This Second Amendment and the Agreement may be cancelled for a conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date and year first written above.

**“City”**

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

**“Construction Manager”**

SUNDT CONSTRUCTION, INC.  
an Arizona corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT 1  
TO  
SECOND AMENDMENT  
TO  
CONSTRUCTION MANAGER AT RISK AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
SUNDT CONSTRUCTION, INC.**

[Schedule of Work]

See following pages.

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2009								2010				
						Q3		Q4		Q1		Q2			Q3		Q4	
						1	2	3	4	5	6	7	8		9	10	11	12
<b>Avondale City Center Infrastructure ...</b>		382	248	10-Jun-09 A	14-Dec-10	[Gantt bar from 10-Jun-09 to 14-Dec-10]												
<b>Pre-award Process</b>		46	0	10-Jun-09 A	20-Jul-09 A	[Gantt bar from 10-Jun-09 to 20-Jul-09]												
MA1000	Prepare SOQ	6	0	10-Jun-09 A	17-Jun-09 A	[Gantt bar from 10-Jun-09 to 17-Jun-09]												
MA1010	SOQ Final Submittal	1	0	18-Jun-09 A	18-Jun-09 A	[Gantt bar from 18-Jun-09 to 18-Jun-09]												
MA1020	Notice to Final Listed Firms	5	0	19-Jun-09 A	25-Jun-09 A	[Gantt bar from 19-Jun-09 to 25-Jun-09]												
MA1030	Prepare for Interviews	3	0	26-Jun-09 A	30-Jun-09 A	[Gantt bar from 26-Jun-09 to 30-Jun-09]												
MA1050	Interview Date	1	0	01-Jul-09 A	01-Jul-09 A	[Gantt bar from 01-Jul-09 to 01-Jul-09]												
MA1070	Finalize Contract	7	0	02-Jul-09 A	10-Jul-09 A	[Gantt bar from 02-Jul-09 to 10-Jul-09]												
MA1060	Execute Contract for CMAR Services	1	0	20-Jul-09 A	20-Jul-09 A	[Gantt bar from 20-Jul-09 to 20-Jul-09]												
MA1040	Council Award Date	1	0	20-Jul-09 A	20-Jul-09 A	[Gantt bar from 20-Jul-09 to 20-Jul-09]												
<b>City of Avondale</b>		0	0	06-Jul-09 A	06-Jul-09 A	[Gantt bar from 06-Jul-09 to 06-Jul-09]												
A1650	Project Kick-Off Meeting **	0	0	06-Jul-09 A		[Gantt bar from 06-Jul-09 to 06-Jul-09]												
<b>Pre-Construction</b>		190	55	10-Jun-09 A	11-Mar-10	[Gantt bar from 10-Jun-09 to 11-Mar-10]												
<b>Infrastructure</b>		157	22	10-Jun-09 A	22-Jan-10	[Gantt bar from 10-Jun-09 to 22-Jan-10]												
<b>Infrastructure 60% Design</b>		66	0	10-Jun-09 A	08-Sep-09 A	[Gantt bar from 10-Jun-09 to 08-Sep-09]												
A1550	DEA - Issue 60% Progress Set	5	0	10-Jun-09 A	27-Jul-09 A	[Gantt bar from 10-Jun-09 to 27-Jul-09]												
A1400	Sundt - Public Infrastructure Constru...	7	0	21-Jul-09 A	29-Jul-09 A	[Gantt bar from 21-Jul-09 to 29-Jul-09]												
A1440	Sundt - Maintain Up-to-date Public In...	30	0	30-Jul-09 A	08-Sep-09 A	[Gantt bar from 30-Jul-09 to 08-Sep-09]												
<b>Infrastructure GMP</b>		89	0	21-Jul-09 A	25-Nov-09 A	[Gantt bar from 21-Jul-09 to 25-Nov-09]												
A1410	Sundt - Generate Estimate of 60% D...	5	0	21-Jul-09 A	03-Aug-09 A	[Gantt bar from 21-Jul-09 to 03-Aug-09]												
A2750	Sundt - Subs Price Infrastructure Dra...	11	0	31-Aug-09 A	15-Sep-09 A	[Gantt bar from 31-Aug-09 to 15-Sep-09]												
A2740	Sundt - Print Infrastructure Drawings ...	2	0	31-Aug-09 A	02-Sep-09 A	[Gantt bar from 31-Aug-09 to 02-Sep-09]												
A2760	Sundt - Subcontractor Bid Date for In...	1	0	16-Sep-09 A	16-Sep-09 A	[Gantt bar from 16-Sep-09 to 16-Sep-09]												
A2770	Sundt - Abstract Infrastructure Bids	4	0	16-Sep-09 A	22-Sep-09 A	[Gantt bar from 16-Sep-09 to 22-Sep-09]												
A2780	Sundt - Prepare Infrastructure GMP	3	0	23-Sep-09 A	02-Oct-09 A	[Gantt bar from 23-Sep-09 to 02-Oct-09]												
A2960	Sundt - Sundt Construction Internal ...	3	0	05-Oct-09 A	07-Oct-09 A	[Gantt bar from 05-Oct-09 to 07-Oct-09]												
A2980	Avondale - (GMP) Council Agenda T...	6	0	08-Oct-09 A	13-Nov-09 A	[Gantt bar from 08-Oct-09 to 13-Nov-09]												
A2790	Sundt - Infrastructure GMP (95 % CD...	7	0	12-Oct-09 A	26-Oct-09 A	[Gantt bar from 12-Oct-09 to 26-Oct-09]												
A2970	Sundt - Revise Infrastructure GMP	5	0	27-Oct-09 A	13-Nov-09 A	[Gantt bar from 27-Oct-09 to 13-Nov-09]												
A2800	Sundt - Submit Revised GMP	1	0	16-Nov-09 A	16-Nov-09 A	[Gantt bar from 16-Nov-09 to 16-Nov-09]												
A3470	Avondale - Council Mtg. (Approve G...	1	0	16-Nov-09 A	16-Nov-09 A	[Gantt bar from 16-Nov-09 to 16-Nov-09]												
A3820	Avondale - Issue Contract & NTP	1	0	17-Nov-09 A	25-Nov-09 A	[Gantt bar from 17-Nov-09 to 25-Nov-09]												
<b>Infrastructure Subcontracts</b>		38	15	27-Oct-09 A	13-Jan-10	[Gantt bar from 27-Oct-09 to 13-Jan-10]												

█ Actual Work      █ Remaining ...  
█ Remaining Level of Effort      █ Actual Lev...

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2009				2010				
						Q3	Q4	Q1	Q2	Q3	Q4			
A4680	Sundt - Prepare / Route Subcontracts	15	4	27-Oct-09 A	28-Dec-09									
A4670	Sundt - Pull Job Number / Project St...	5	2	16-Nov-09 A	22-Dec-09									
A4740	Sundt - Mobilize On Site	10	10	23-Dec-09	08-Jan-10									
A4690	Sundt - Issue Survey Subcontract	1	1	29-Dec-09	29-Dec-09									
A4700	Sundt - Issue Heavy/ Civil Subcontract	1	1	29-Dec-09	29-Dec-09									
A4710	Sundt - Issue Demolition Subcontract	1	1	29-Dec-09	29-Dec-09									
A4720	Sundt - Issue Concrete Subcontract	1	1	29-Dec-09	29-Dec-09									
A4730	Subcontractors - Execute Subcontracts	10	10	30-Dec-09	13-Jan-10									
<b>Infrastructure 95% Design</b>		<b>20</b>	<b>0</b>	<b>03-Aug-09 A</b>	<b>21-Sep-09 A</b>	21-Sep-09 A, Infrastructure 95% Design								
A1300	DEA - Complete Civil Design 95%	20	0	03-Aug-09 A	04-Sep-09 A	DEA - Complete Civil Design 95%								
A1500	Public Infrastructure First Review by ...	5	0	08-Sep-09 A	21-Sep-09 A	Public Infrastructure First Review by City Engineering								
<b>Infrastructure 100% Design</b>		<b>36</b>	<b>4</b>	<b>01-Oct-09 A</b>	<b>28-Dec-09</b>	28-Dec-09, Infrastructure 100% Design								
A1380	DEA - Complete 100% CD's	1	0	01-Oct-09 A	06-Nov-09 A	DEA - Complete 100% CD's								
A1390	Avondale - Provide DEA Approval on...	1	0	22-Oct-09 A	22-Oct-09 A	Avondale - Provide DEA Approval on 100% CD's								
A4960	Complete SWPPP and File for NOI	5	3	09-Nov-09 A	23-Dec-09	Complete SWPPP and File for NOI								
A3850	Avondale - Approve 100% Infrastruct...	1	1	28-Dec-09	28-Dec-09	Avondale - Approve 100% Infrastructure CD's								
A1520	Issue Public Infrastructure Building P...	0	0		28-Dec-09	Issue Public Infrastructure Building Permit								
<b>Infrastructure C.O. #1</b>		<b>22</b>	<b>22</b>	<b>21-Dec-09</b>	<b>22-Jan-10</b>	22-Jan-10, Infrastructure C.O. #1								
A4750	Sundt - Issue 100 % CD's to Subs (P...	1	1	21-Dec-09	21-Dec-09	Sundt - Issue 100 % CD's to Subs (PCCO No. 1)								
A4760	Subs Price PCCO No. 1	5	5	22-Dec-09	30-Dec-09	Subs Price PCCO No. 1								
A4770	Sundt - Complete C.O. No.1	5	5	31-Dec-09	07-Jan-10	Sundt - Complete C.O. No.1								
A4780	Sundt - Present C.O. No.1 to Avondale	1	1	08-Jan-10	08-Jan-10	Sundt - Present C.O. No.1 to Avondale								
A4790	Avondale - Approve C.O. No.1	5	5	11-Jan-10	15-Jan-10	Avondale - Approve C.O. No.1								
A4800	Sundt - Issue Supplements C.O. No.1	5	5	18-Jan-10	22-Jan-10	Sundt - Issue Supplements C.O. No.1								
<b>Avondale Sports Center Bldg</b>		<b>164</b>	<b>45</b>	<b>02-Jul-09 A</b>	<b>25-Feb-10</b>	25-Feb-10, Avondale Sports Center Bldg								
<b>ASC 30 % Design</b>		<b>105</b>	<b>30</b>	<b>02-Jul-09 A</b>	<b>03-Feb-10</b>	03-Feb-10, ASC 30 % Design								
A1330	Sundt - Develop Initial Cost Basis As...	18	0	02-Jul-09 A	27-Jul-09 A	Sundt - Develop Initial Cost Basis Assumptions								
A1540	Smith Group - Complete 30% Schem...	5	0	03-Aug-09 A	27-Aug-09 A	Smith Group - Complete 30% Schematic Design								
A2090	Council Approval of Building Elevations	5	0	10-Aug-09 A	10-Aug-09 A	Council Approval of Building Elevations								
A3000	Smith Group - Revise Elevations	18	0	10-Aug-09 A	27-Aug-09 A	Smith Group - Revise Elevations								
A1360	Sundt - Develop Evolution Log	5	0	28-Aug-09 A	03-Sep-09 A	Sundt - Develop Evolution Log								
A3010	Smith Group - Revised Elevations co...	1	0	28-Aug-09 A	28-Aug-09 A	Smith Group - Revised Elevations council Approval								
A1450	Sundt - Continually Update Evolution...	60	30	03-Sep-09 A	03-Feb-10	Sundt - Continually Update Evolution Log								
<b>ASC 60 % Design</b>		<b>83</b>	<b>5</b>	<b>28-Aug-09 A</b>	<b>29-Dec-09</b>	29-Dec-09, ASC 60 % Design								

█ Actual Work      █ Remaining ...  
█ Remaining Level of Effort      █ Actual Lev...

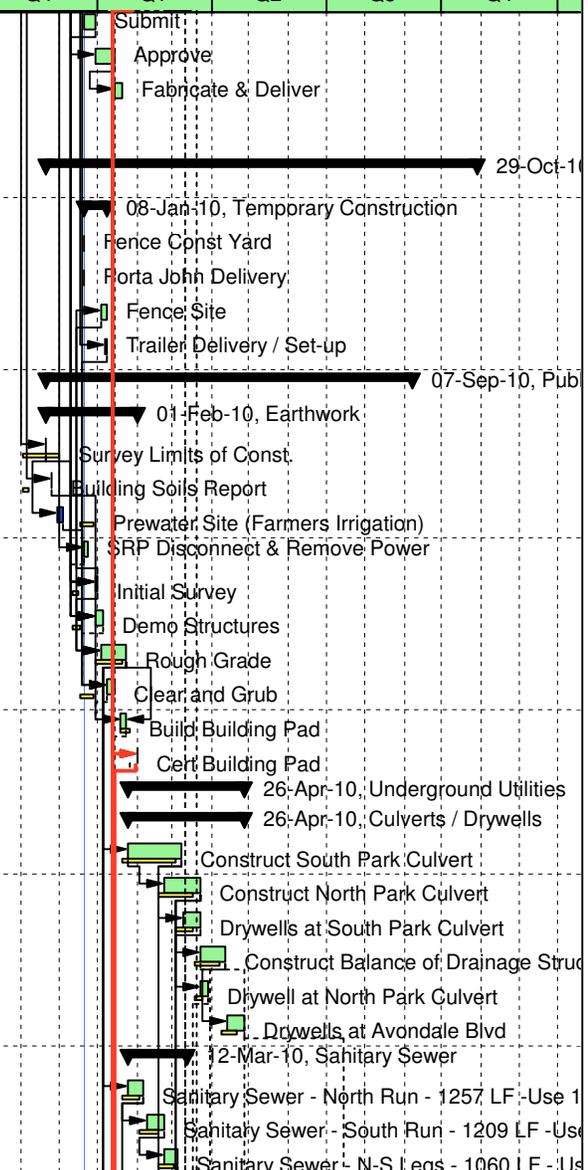
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2009				2010				
						Q3	Q4	Q1	Q2	Q3	Q4			
A1320	Smith Group - Complete 60% Design...	29	0	28-Aug-09 A	16-Nov-09 A									
A1480	Sundt - Prepare 60% Constructability...	5	0	16-Nov-09 A	08-Dec-09 A									
A4070	Smith Group - Print 60% Design Pac...	2	0	16-Nov-09 A	17-Nov-09 A									
A1350	Smith Group - Incorporate 60% Cons...	5	5	21-Dec-09	29-Dec-09									
<b>ASC GMP per 60 % Design</b>		<b>31</b>	<b>16</b>	<b>17-Nov-09 A</b>	<b>14-Jan-10</b>									
A4810	Sundt - Prepare Instructions to Bidders	5	0	17-Nov-09 A	24-Nov-09 A									
A4820	Sundt - Issue 60% Design Bid Packa...	5	0	17-Nov-09 A	25-Nov-09 A									
A4830	Sundt - Subcontractor Bid Period	5	0	23-Nov-09 A	02-Dec-09 A									
A4840	Sundt - Abstract & Prepare Bldg GM...	4	3	03-Dec-09 A	23-Dec-09									
A4850	Sundt - Submit GMP for Team Review	1	1	28-Dec-09	28-Dec-09									
A5070	Prepare ASC Building GMP	5	5	28-Dec-09	04-Jan-10									
A4970	City Council Meeting	0	0		04-Jan-10*									
A4900	Avondale - Issue ASC Building Contr...	1	1	05-Jan-10	05-Jan-10									
A5080	Sundt Internal Executive Reviews	2	2	05-Jan-10	06-Jan-10									
A4880	Avondale - Prepare Agenda Topic	5	5	07-Jan-10	13-Jan-10									
A4890	Avondale - Council Approve Bldg GMP	1	1	14-Jan-10	14-Jan-10									
<b>ASC 100 % Design</b>		<b>50</b>	<b>27</b>	<b>13-Nov-09 A</b>	<b>29-Jan-10</b>									
A1340	Smith Group - 100% Construction Dr...	24	9	13-Nov-09 A	05-Jan-10									
A1560	Smith Group - Submit ASC to Buildin...	1	1	06-Jan-10	06-Jan-10									
A1570	Sundt - Perform Constructability Revi...	10	10	06-Jan-10	19-Jan-10									
A1590	Avondale Review 100% Construction...	7	7	07-Jan-10	15-Jan-10									
A1620	Smith Group - Incorporate redlines fr...	4	4	18-Jan-10	21-Jan-10									
A1640	Smith Group - Incorporate Final Con...	2	2	20-Jan-10	21-Jan-10									
A1630	Smith Group - Resubmit Final Recre...	2	2	22-Jan-10	25-Jan-10									
A1600	ASC Second Review by Building Safety	4	4	26-Jan-10	29-Jan-10									
A1610	Issue ASC Building Permit	0	0		29-Jan-10									
<b>ASC Change Order #2</b>		<b>36</b>	<b>36</b>	<b>06-Jan-10</b>	<b>25-Feb-10</b>									
A4980	Sundt - Issue 100 % CD's to Subs (P...	5	5	06-Jan-10	12-Jan-10									
A4990	Subs Price PCCO No. 2	10	10	13-Jan-10	26-Jan-10									
A5000	Sundt - Complete C.O. No.2	5	5	27-Jan-10	02-Feb-10									
A5010	Sundt - Present C.O. No.2 to Avondale	1	1	03-Feb-10	03-Feb-10									
A5020	Avondale - Approve C.O. No.2	10	10	04-Feb-10	18-Feb-10									
A5030	Sundt - Issue Supplements C.O. No.2	5	5	19-Feb-10	25-Feb-10									
<b>David Evans Associates Design Process</b>		<b>0</b>	<b>0</b>											

█ Actual Work      █ Remaining ...  
█ Remaining Level of Effort      █ Actual Lev...

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2009				2010			
						Q3	Q4	Q1	Q2	Q3	Q4		
<b>Public Utility Precon Services</b>		145	55	03-Aug-09 A	11-Mar-10	11-Mar-10, Public Utility Precon Services							
<b>SRP Infrastructure</b>		107	17	03-Aug-09 A	15-Jan-10	15-Jan-10, SRP Infrastructure							
A2810	City of Avondale Sign Preconstructio...	5	0	03-Aug-09 A	03-Aug-09 A	City of Avondale Sign Preconstruction Agreement							
A2100	SRP Design Period	30	7	12-Aug-09 A	31-Dec-09	SRP Design Period							
A2110	Receive SRP Design	5	5	04-Jan-10	08-Jan-10	Receive SRP Design							
A2120	SRP Precon Conference	5	5	11-Jan-10	15-Jan-10	SRP Precon Conference							
<b>SRP Commercial</b>		55	55	21-Dec-09	11-Mar-10	11-Mar-10, SRP Commercial							
A2660	SRP Commercial - Sign Contract Agr...	5	5	21-Dec-09	29-Dec-09	SRP Commercial - Sign Contract Agreement							
A2700	SRP Commercial design Process	40	40	30-Dec-09	25-Feb-10	SRP Commercial design Process							
A2710	Issue Design Drawings	5	5	26-Feb-10	04-Mar-10	Issue Design Drawings							
A2720	SRP Commercial Preconstruction Co...	5	5	05-Mar-10	11-Mar-10	SRP Commercial Preconstruction Confe							
<b>Cox</b>		30	30	11-Jan-10	22-Feb-10	22-Feb-10, Cox							
A2670	Cox Design Period	30	30	11-Jan-10	22-Feb-10	Cox Design Period							
<b>Qwest</b>		132	30	04-Aug-09 A	22-Feb-10	22-Feb-10, Qwest							
A2820	Sign Qwest Preconstruction Services...	1	0	04-Aug-09 A	04-Aug-09 A	Sign Qwest Preconstruction Services Agreement							
A2680	Qwest Design Period	30	30	11-Jan-10	22-Feb-10	Qwest Design Period							
<b>Southwest Gas</b>		45	45	21-Dec-09	25-Feb-10	25-Feb-10, Southwest Gas							
A2690	Southwest Gas Design Period	30	30	21-Dec-09	03-Feb-10	Southwest Gas Design Period							
A2830	Southwest Gas Building Permitting P...	12	12	04-Feb-10	22-Feb-10	Southwest Gas Building Permitting Period							
A2840	Southwest Gas Preconstruction Meet...	3	3	23-Feb-10	25-Feb-10	Southwest Gas Preconstruction Meeting							
<b>City of Avondale Review and Approval</b>		30	0	28-Oct-09 A	16-Dec-09 A	16-Dec-09 A, City of Avondale Review and Approva							
<b>Recreational Facility</b>		0	0										
<b>Public Infrastructure</b>		0	0										
<b>Additional Permits</b>		30	0	28-Oct-09 A	16-Dec-09 A	16-Dec-09 A, Additional Permits							
A1230	Neshap Permit	9	0	28-Oct-09 A	04-Nov-09 A	Neshap Permit							
A1310	Dust Control Permit	14	0	04-Nov-09 A	10-Nov-09 A	Dust Control Permit							
A1460	SWPPP	5	0	07-Dec-09 A	16-Dec-09 A	SWPPP							
A1420	NOI	5	0	07-Dec-09 A	14-Dec-09 A	NOI							
<b>Procurement</b>		20	20	21-Dec-09	20-Jan-10	20-Jan-10, Procurement							
<b>Structural Steel</b>		20	20	21-Dec-09	20-Jan-10	20-Jan-10, Structural Steel							
A5860	Submit	5	5	21-Dec-09	29-Dec-09	Submit							
A5870	Approve	10	10	30-Dec-09	13-Jan-10	Approve							
A5880	Fabricate & Deliver	5	5	14-Jan-10	20-Jan-10	Fabricate & Deliver							
<b>SES</b>		20	20	21-Dec-09	20-Jan-10	20-Jan-10, SES							

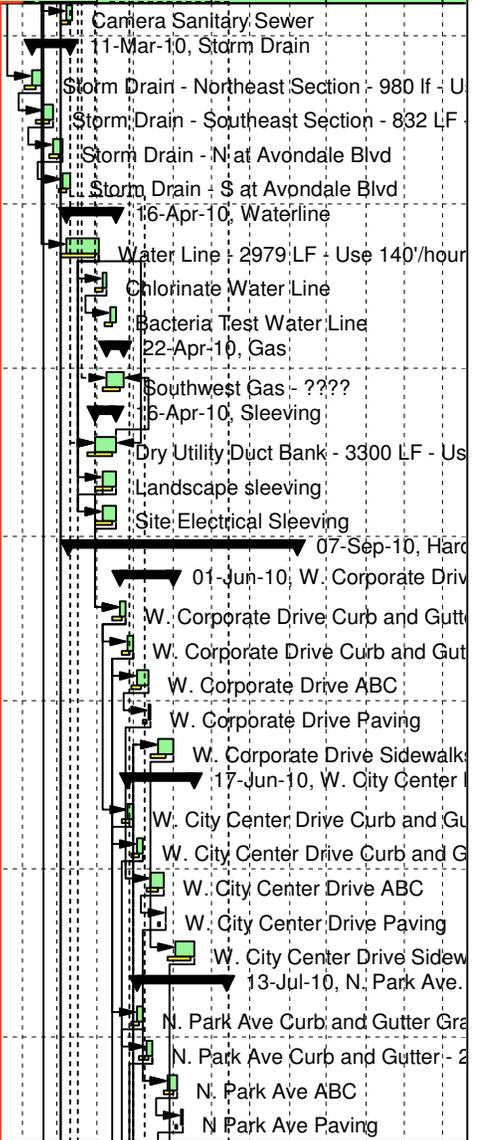
█ Actual Work      █ Remaining ...  
█ Remaining Level of Effort      █ Actual Lev...

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2009				2010							
						Q3		Q4		Q1		Q2		Q3		Q4	
A5890	Submit	5	5	21-Dec-09	29-Dec-09												
A5900	Approve	10	10	30-Dec-09	13-Jan-10												
A5910	Fabricate & Deliver	5	5	14-Jan-10	20-Jan-10												
<b>Subcontractor Prep</b>		0	0														
<b>Construction</b>		233	218	20-Nov-09 A	29-Oct-10												
<b>Temporary Construction</b>		12	12	21-Dec-09	08-Jan-10												
A5130	Fence Const Yard	1	1	21-Dec-09	21-Dec-09												
A5140	Porta John Delivery	1	1	21-Dec-09	21-Dec-09												
A5090	Fence Site	5	5	04-Jan-10	08-Jan-10												
A5110	Trailer Delivery / Set-up	1	1	07-Jan-10	07-Jan-10												
<b>Public Infrastructure Construction</b>		195	180	20-Nov-09 A	07-Sep-10												
<b>Earthwork</b>		43	28	20-Nov-09 A	01-Feb-10												
A1270	Survey Limits of Const.	5	0	20-Nov-09 A	20-Nov-09 A												
A1260	Building Soils Report	1	0	25-Nov-09 A	25-Nov-09 A												
A2130	Prewater Site (Farmers Irrigation)	5	0	30-Nov-09 A	04-Dec-09 A												
A1280	SRP Disconnect & Remove Power	3	3	21-Dec-09	23-Dec-09												
A1180	Initial Survey	3	3	29-Dec-09	31-Dec-09												
A1370	Demo Structures	5	5	29-Dec-09	05-Jan-10												
A1190	Rough Grade	15	15	04-Jan-10	22-Jan-10												
A1170	Clear and Grub	5	5	08-Jan-10	14-Jan-10												
A1750	Build Building Pad	5	5	18-Jan-10	22-Jan-10												
B2860	Cert Building Pad	1	1	01-Feb-10	01-Feb-10												
<b>Underground Utilities</b>		65	65	25-Jan-10	26-Apr-10												
<b>Culverts / Drywells</b>		65	65	25-Jan-10	26-Apr-10												
A1760	Construct South Park Culvert	30	30	25-Jan-10	08-Mar-10												
A1770	Construct North Park Culvert	20	20	23-Feb-10	22-Mar-10												
A1790	Drywells at South Park Culvert	10	10	09-Mar-10	22-Mar-10												
A1780	Construct Balance of Drainage Struct...	15	15	23-Mar-10	12-Apr-10												
A1800	Drywell at North Park Culvert	5	5	23-Mar-10	29-Mar-10												
A1810	Drywells at Avondale Blvd	10	10	13-Apr-10	26-Apr-10												
<b>Sanitary Sewer</b>		34	34	25-Jan-10	12-Mar-10												
A1040	Sanitary Sewer - North Run - 1257 L...	10	10	25-Jan-10	05-Feb-10												
A1070	Sanitary Sewer - South Run - 1209 L...	10	10	08-Feb-10	22-Feb-10												
A1290	Sanitary Sewer - N-S Legs - 1060 LF...	9	9	23-Feb-10	05-Mar-10												



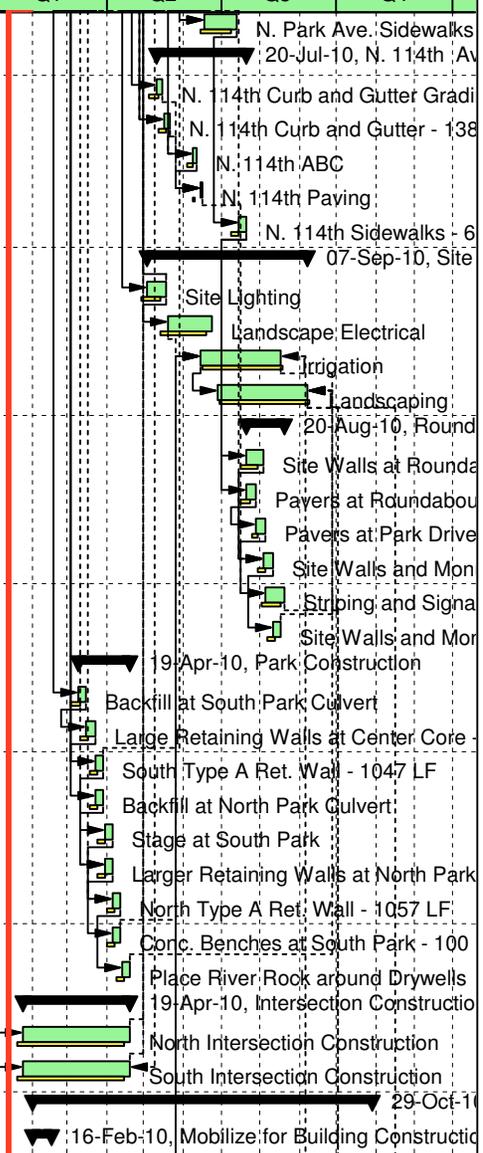
█ Actual Work      █ Remaining ...  
█ Remaining Level of Effort      █ Actual Lev...

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2009				2010			
						Q3	Q4	Q1	Q2	Q3	Q4		
A1720	Camera Sanitary Sewer	5	5	08-Mar-10	12-Mar-10								
<b>Storm Drain</b>		<b>23</b>	<b>23</b>	<b>08-Feb-10</b>	<b>11-Mar-10</b>								
A1580	Storm Drain - Northeast Section - 98...	7	7	08-Feb-10	17-Feb-10								
A1660	Storm Drain - Southeast Section - 83...	6	6	18-Feb-10	25-Feb-10								
A1670	Storm Drain - N at Avondale Blvd	5	5	26-Feb-10	04-Mar-10								
A1680	Storm Drain - S at Avondale Blvd	5	5	05-Mar-10	11-Mar-10								
<b>Waterline</b>		<b>30</b>	<b>30</b>	<b>08-Mar-10</b>	<b>16-Apr-10</b>								
A1690	Water Line - 2979 LF - Use 140'/hour	20	20	08-Mar-10	02-Apr-10								
A1700	Chlorinate Water Line	5	5	05-Apr-10	09-Apr-10								
A1710	Bacteria Test Water Line	5	5	12-Apr-10	16-Apr-10								
<b>Gas</b>		<b>10</b>	<b>10</b>	<b>09-Apr-10</b>	<b>22-Apr-10</b>								
A1740	Southwest Gas - ????	10	10	09-Apr-10	22-Apr-10								
<b>Sleeving</b>		<b>14</b>	<b>14</b>	<b>30-Mar-10</b>	<b>16-Apr-10</b>								
A1730	Dry Utility Duct Bank - 3300 LF - Use...	14	14	30-Mar-10	16-Apr-10								
A1820	Landscape sleeving	10	10	05-Apr-10	16-Apr-10								
A1830	Site Electrical Sleeving	10	10	05-Apr-10	16-Apr-10								
<b>Hardscape and Landscape</b>		<b>128</b>	<b>128</b>	<b>09-Mar-10</b>	<b>07-Sep-10</b>								
<b>W. Corporate Drive</b>		<b>31</b>	<b>31</b>	<b>19-Apr-10</b>	<b>01-Jun-10</b>								
A1840	W. Corporate Drive Curb and Gutter ...	5	5	19-Apr-10	23-Apr-10								
A1850	W. Corporate Drive Curb and Gutter ...	5	5	26-Apr-10	30-Apr-10								
A1920	W. Corporate Drive ABC	7	7	03-May-10	11-May-10								
A1930	W. Corporate Drive Paving	2	2	12-May-10	13-May-10								
A2050	W. Corporate Drive Sidewalks - 1774...	9	9	19-May-10	01-Jun-10								
<b>W. City Center Drive</b>		<b>38</b>	<b>38</b>	<b>26-Apr-10</b>	<b>17-Jun-10</b>								
A1860	W. City Center Drive Curb and Gutte...	5	5	26-Apr-10	30-Apr-10								
A1870	W. City Center Drive Curb and Gutte...	5	5	03-May-10	07-May-10								
A1940	W. City Center Drive ABC	7	7	14-May-10	24-May-10								
A1950	W. City Center Drive Paving	2	2	25-May-10	26-May-10								
A2060	W. City Center Drive Sidewalks - 201...	12	12	02-Jun-10	17-Jun-10								
<b>N. Park Ave.</b>		<b>50</b>	<b>50</b>	<b>03-May-10</b>	<b>13-Jul-10</b>								
A1880	N. Park Ave Curb and Gutter Grading	5	5	03-May-10	07-May-10								
A1890	N. Park Ave Curb and Gutter - 2032 LF	5	5	10-May-10	14-May-10								
A1960	N. Park Ave ABC	6	6	27-May-10	04-Jun-10								
A1970	N Park Ave Paving	2	2	07-Jun-10	08-Jun-10								



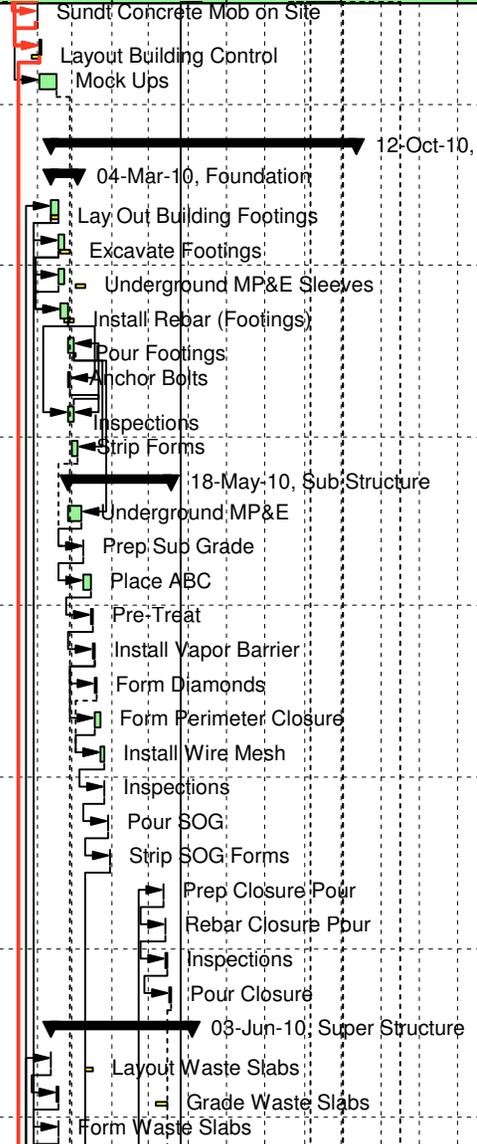
█ Actual Work      █ Remaining ...  
█ Remaining Level of Effort      █ Actual Lev...

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2009				2010			
						Q3	Q4	Q1	Q2	Q3	Q4		
A2070	N. Park Ave. Sidewalks - 25097 SF	17	17	18-Jun-10	13-Jul-10								
<b>N. 114th Ave.</b>		<b>50</b>	<b>50</b>	<b>10-May-10</b>	<b>20-Jul-10</b>								
A1900	N. 114th Curb and Gutter Grading	5	5	10-May-10	14-May-10								
A1910	N. 114th Curb and Gutter - 1382 LF	5	5	17-May-10	21-May-10								
A1980	N. 114th ABC	3	3	09-Jun-10	11-Jun-10								
A1990	N. 114th Paving	2	2	14-Jun-10	15-Jun-10								
A2080	N. 114th Sidewalks - 6162 SF	5	5	14-Jul-10	20-Jul-10								
<b>Site Electrical / Irrig &amp; Landscaping</b>		<b>89</b>	<b>89</b>	<b>03-May-10</b>	<b>07-Sep-10</b>								
A2020	Site Lighting	12	12	03-May-10	18-May-10								
A2030	Landscape Electrical	25	25	19-May-10	23-Jun-10								
A2040	Irrigation	45	45	14-Jun-10	16-Aug-10								
A2140	Landscaping	50	50	28-Jun-10	07-Sep-10								
<b>Roundabouts / Striping &amp; Signage</b>		<b>23</b>	<b>23</b>	<b>21-Jul-10</b>	<b>20-Aug-10</b>								
A2160	Site Walls at Roundabouts - 750 LF	10	10	21-Jul-10	03-Aug-10								
A2280	Pavers at Roundabout Areas - 6600 SF	6	6	21-Jul-10	28-Jul-10								
A2290	Pavers at Park Drives - 1110 SF	5	5	29-Jul-10	04-Aug-10								
A2170	Site Walls and Monument Sign at No...	5	5	04-Aug-10	10-Aug-10								
A2300	Striping and Signage	12	12	05-Aug-10	20-Aug-10								
A2270	Site Walls and Monument Sign at So...	5	5	11-Aug-10	17-Aug-10								
<b>Park Construction</b>		<b>30</b>	<b>30</b>	<b>09-Mar-10</b>	<b>19-Apr-10</b>								
A2210	Backfill at South Park Culvert	5	5	09-Mar-10	15-Mar-10								
A2180	Large Retaining Walls at Center Cor...	5	5	16-Mar-10	22-Mar-10								
A2200	South Type A Ret. Wall - 1047 LF	5	5	23-Mar-10	29-Mar-10								
A2220	Backfill at North Park Culvert	5	5	23-Mar-10	29-Mar-10								
A2240	Stage at South Park	5	5	30-Mar-10	05-Apr-10								
A2260	Larger Retaining Walls at North Park	5	5	30-Mar-10	05-Apr-10								
A2190	North Type A Ret. Wall - 1057 LF	5	5	06-Apr-10	12-Apr-10								
A2230	Conc. Benches at South Park - 100 LF	5	5	06-Apr-10	12-Apr-10								
A2250	Place River Rock around Drywells	5	5	13-Apr-10	19-Apr-10								
<b>Intersection Construction</b>		<b>60</b>	<b>60</b>	<b>25-Jan-10</b>	<b>19-Apr-10</b>								
A2000	North Intersection Construction	60	60	25-Jan-10	19-Apr-10								
A2010	South Intersection Construction	60	60	25-Jan-10	19-Apr-10								
<b>Avondale Sports Center Construction</b>		<b>191</b>	<b>191</b>	<b>01-Feb-10</b>	<b>29-Oct-10</b>								
<b>Mobilize for Building Construction</b>		<b>11</b>	<b>11</b>	<b>01-Feb-10</b>	<b>16-Feb-10</b>								



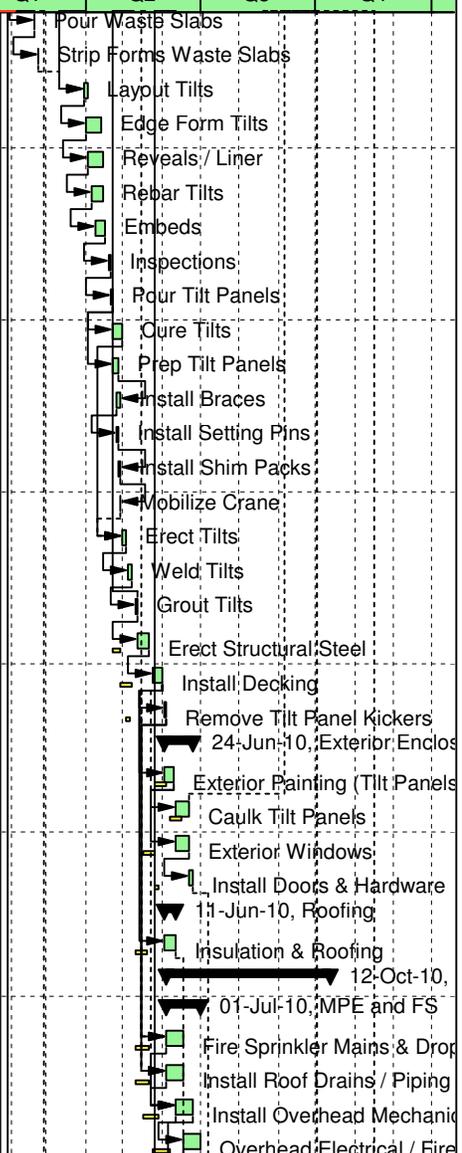
█ Actual Work      █ Remaining ...  
█ Remaining Level of Effort      █ Actual Lev...

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2009				2010			
						Q3	Q4	Q1	Q2	Q3	Q4		
AB1340	Sundt Concrete Mob on Site	1	1	01-Feb-10	01-Feb-10								
AB1320	Layout Building Control	3	3	02-Feb-10	04-Feb-10								
AB1350	Mock Ups	10	10	02-Feb-10	16-Feb-10								
<b>Foundations / Structure</b>		0	0										
<b>Area 1 - Soccer</b>		170	170	11-Feb-10	12-Oct-10								
<b>Foundation</b>		15	15	11-Feb-10	04-Mar-10								
A3670	Lay Out Building Footings	4	4	11-Feb-10	17-Feb-10								
A3680	Excavate Footings	4	4	17-Feb-10	22-Feb-10								
A3940	Underground MP&E Sleeves	4	4	17-Feb-10	22-Feb-10								
A3690	Install Rebar (Footings)	5	5	19-Feb-10	25-Feb-10								
A3700	Pour Footings	4	4	25-Feb-10	02-Mar-10								
A5150	Anchor Bolts	2	2	25-Feb-10	26-Feb-10								
A3830	Inspections	2	2	26-Feb-10	01-Mar-10								
A5160	Strip Forms	4	4	01-Mar-10	04-Mar-10								
<b>Sub Structure</b>		58	58	26-Feb-10	18-May-10								
A5190	Underground MP&E	7	7	26-Feb-10	08-Mar-10								
A5200	Prep Sub Grade	1	1	09-Mar-10	09-Mar-10								
A5210	Place ABC	4	4	10-Mar-10	15-Mar-10								
AB1670	Pre-Treat	1	1	16-Mar-10	16-Mar-10								
A5220	Install Vapor Barrier	2	2	17-Mar-10	18-Mar-10								
A5230	Form Diamonds	1	1	19-Mar-10	19-Mar-10								
A5250	Form Perimeter Closure	3	3	19-Mar-10	23-Mar-10								
A5260	Install Wire Mesh	3	3	23-Mar-10	25-Mar-10								
A5270	Inspections	1	1	26-Mar-10	26-Mar-10								
A5280	Pour SOG	1	1	29-Mar-10	29-Mar-10								
A5290	Strip SOG Forms	1	1	30-Mar-10	30-Mar-10								
A5300	Prep Closure Pour	1	1	12-May-10	12-May-10								
A5310	Rebar Closure Pour	1	1	13-May-10	13-May-10								
A5320	Inspections	1	1	14-May-10	14-May-10								
A5330	Pour Closure	2	2	17-May-10	18-May-10								
<b>Super Structure</b>		78	78	12-Feb-10	03-Jun-10								
A3740	Layout Waste Slabs	1	1	12-Feb-10	12-Feb-10								
A3750	Grade Waste Slabs	2	2	16-Feb-10	17-Feb-10								
A5340	Form Waste Slabs	1	1	18-Feb-10	18-Feb-10								



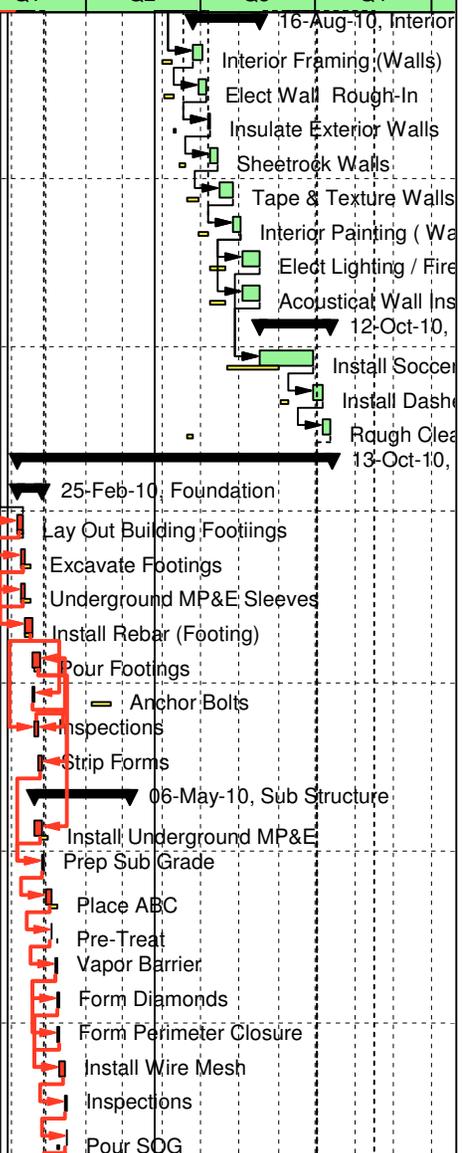
█ Actual Work      █ Remaining ...  
█ Remaining Level of Effort      █ Actual Lev...

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2009				2010				11	
						Q3	Q4	Q1	Q2	Q3	Q4	21			
A5350	Pour Waste Slabs	1	1	19-Feb-10	19-Feb-10										
A5360	Strip Forms Waste Slabs	1	1	22-Feb-10	22-Feb-10										
A5370	Layout Tilts	3	3	31-Mar-10	02-Apr-10										
A5380	Edge Form Tilts	9	9	01-Apr-10	13-Apr-10										
A5390	Reveals / Liner	9	9	02-Apr-10	14-Apr-10										
A5400	Rebar Tilts	9	9	05-Apr-10	15-Apr-10										
A5410	Embeds	6	6	09-Apr-10	16-Apr-10										
A5420	Inspections	2	2	19-Apr-10	20-Apr-10										
A5430	Pour Tilt Panels	2	2	21-Apr-10	22-Apr-10										
A5440	Cure Tilts	5	5	23-Apr-10	29-Apr-10										
A5450	Prep Tilt Panels	3	3	23-Apr-10	27-Apr-10										
A5460	Install Braces	3	3	26-Apr-10	28-Apr-10										
A5470	Install Setting Pins	2	2	26-Apr-10	27-Apr-10										
A5480	Install Shim Packs	2	2	27-Apr-10	28-Apr-10										
A5490	Mobilize Crane	1	1	28-Apr-10	28-Apr-10										
A5500	Erect Tilts	2	2	30-Apr-10	03-May-10										
A5510	Weld Tilts	4	4	04-May-10	07-May-10										
A5520	Grout Tilts	2	2	10-May-10	11-May-10										
A3780	Erect Structural Steel	8	8	12-May-10	21-May-10										
A3790	Install Decking	6	6	24-May-10	01-Jun-10										
A3800	Remove Tilt Panel Kickers	2	2	02-Jun-10	03-Jun-10										
<b>Exterior Enclosure</b>		<b>17</b>	<b>17</b>	<b>02-Jun-10</b>	<b>24-Jun-10</b>										
AB1740	Exterior Painting (Tilt Panels)	7	7	02-Jun-10	10-Jun-10										
AB1570	Caulk Tilt Panels	7	7	11-Jun-10	21-Jun-10										
AB1580	Exterior Windows	7	7	11-Jun-10	21-Jun-10										
AB1750	Install Doors & Hardware	3	3	22-Jun-10	24-Jun-10										
<b>Roofing</b>		<b>8</b>	<b>8</b>	<b>02-Jun-10</b>	<b>11-Jun-10</b>										
A3900	Insulation & Roofing	8	8	02-Jun-10	11-Jun-10										
<b>Interior Construction</b>		<b>91</b>	<b>91</b>	<b>04-Jun-10</b>	<b>12-Oct-10</b>										
<b>MPE and FS</b>		<b>20</b>	<b>20</b>	<b>04-Jun-10</b>	<b>01-Jul-10</b>										
AB1600	Fire Sprinkler Mains & Drops	10	10	04-Jun-10	17-Jun-10										
AB1480	Install Roof Drains / Piping	10	10	04-Jun-10	17-Jun-10										
AB1460	Install Overhead Mechanical	10	10	11-Jun-10	24-Jun-10										
AB1470	Overhead Electrical / Fire Alarm	10	10	18-Jun-10	01-Jul-10										



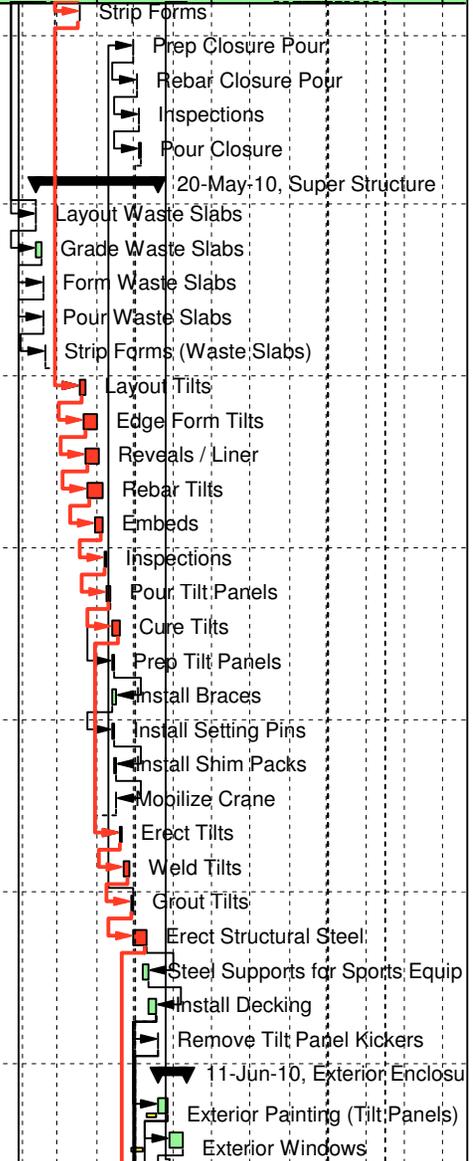
█ Actual Work      █ Remaining ...  
█ Remaining Level of Effort      █ Actual Lev...

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2009				2010			
						Q3	Q4	Q1	Q2	Q3	Q4		
<b>Interior Finishes</b>		36	36	25-Jun-10	16-Aug-10								
AB1540	Interior Framing (Walls)	6	6	25-Jun-10	02-Jul-10								
AB1550	Elect Wall Rough-In	5	5	29-Jun-10	06-Jul-10								
AB1640	Insulate Exterior Walls	2	2	07-Jul-10	08-Jul-10								
AB1610	Sheetrock Walls	5	5	09-Jul-10	15-Jul-10								
AB1620	Tape & Texture Walls	7	7	16-Jul-10	26-Jul-10								
AB1630	Interior Painting ( Walls & Decking )	5	5	27-Jul-10	02-Aug-10								
AB1660	Elect Lighting / Fire Alarm	10	10	03-Aug-10	16-Aug-10								
AB1680	Acoustical Wall Insulation	10	10	03-Aug-10	16-Aug-10								
<b>Equipment and Furnishings</b>		40	40	17-Aug-10	12-Oct-10								
A3950	Install Soccer Fields	30	30	17-Aug-10	28-Sep-10								
A4110	Install Dasher Boards	5	5	29-Sep-10	05-Oct-10								
A4120	Rough Cleaning	5	5	06-Oct-10	12-Oct-10								
<b>Area 2 - Courts</b>		175	175	05-Feb-10	13-Oct-10								
<b>Foundation</b>		14	14	05-Feb-10	25-Feb-10								
A3770	Lay Out Building Footings	4	4	05-Feb-10	10-Feb-10								
A3400	Excavate Footings	3	3	09-Feb-10	11-Feb-10								
AB1760	Underground MP&E Sleeves	3	3	09-Feb-10	11-Feb-10								
A3580	Install Rebar (Footing)	5	5	11-Feb-10	18-Feb-10								
A3590	Pour Footings	4	4	18-Feb-10	23-Feb-10								
A3730	Anchor Bolts	2	2	18-Feb-10	19-Feb-10								
A5170	Inspections	2	2	19-Feb-10	22-Feb-10								
A5180	Strip Forms	4	4	22-Feb-10	25-Feb-10								
<b>Sub Structure</b>		55	55	19-Feb-10	06-May-10								
A3600	Install Underground MP&E	5	5	19-Feb-10	25-Feb-10								
A5570	Prep Sub Grade	1	1	26-Feb-10	26-Feb-10								
A3610	Place ABC	4	4	01-Mar-10	04-Mar-10								
AB1560	Pre-Treat	1	1	05-Mar-10	05-Mar-10								
AB1650	Vapor Barrier	2	2	08-Mar-10	09-Mar-10								
A5580	Form Diamonds	1	1	10-Mar-10	10-Mar-10								
AB1780	Form Perimeter Closure	2	2	10-Mar-10	11-Mar-10								
AB1790	Install Wire Mesh	3	3	11-Mar-10	15-Mar-10								
AB1800	Inspections	1	1	16-Mar-10	16-Mar-10								
A3620	Pour SOG	1	1	17-Mar-10	17-Mar-10								



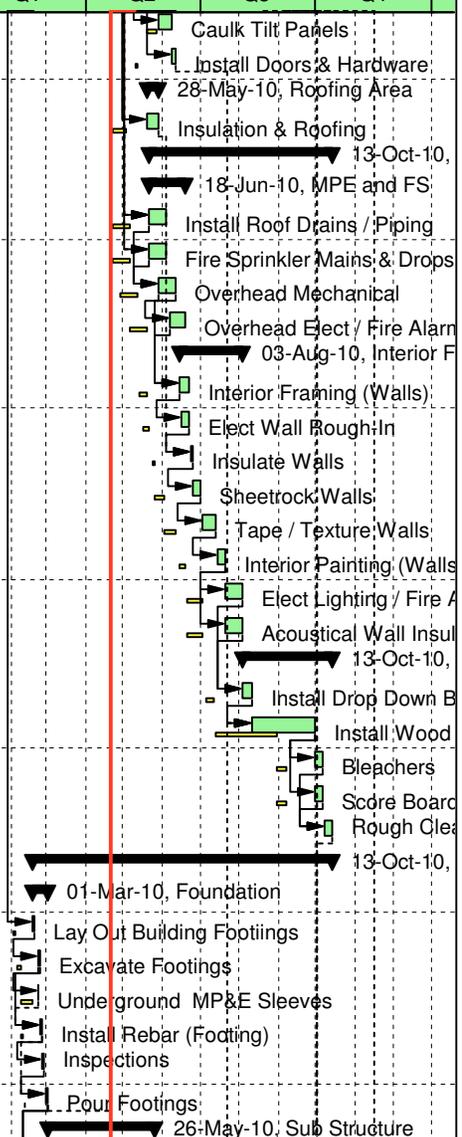
█ Actual Work      █ Remaining ...  
█ Remaining Level of Effort      █ Actual Lev...

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2009				2010				
						Q3	Q4	Q1	Q2	Q3	Q4			
AB1810	Strip Forms	1	1	18-Mar-10	18-Mar-10									
AB1820	Prep Closure Pour	1	1	30-Apr-10	30-Apr-10									
AB1830	Rebar Closure Pour	1	1	03-May-10	03-May-10									
AB1840	Inspections	1	1	04-May-10	04-May-10									
AB1850	Pour Closure	2	2	05-May-10	06-May-10									
<b>Super Structure</b>		<b>70</b>	<b>70</b>	<b>11-Feb-10</b>	<b>20-May-10</b>									
A5590	Layout Waste Slabs	1	1	11-Feb-10	11-Feb-10									
A5600	Grade Waste Slabs	2	2	12-Feb-10	16-Feb-10									
A5610	Form Waste Slabs	1	1	17-Feb-10	17-Feb-10									
A5620	Pour Waste Slabs	1	1	18-Feb-10	18-Feb-10									
A5630	Strip Forms (Waste Slabs)	1	1	19-Feb-10	19-Feb-10									
A5640	Layout Tilts	3	3	19-Mar-10	23-Mar-10									
A5650	Edge Form Tilts	9	9	22-Mar-10	01-Apr-10									
A5660	Reveals / Liner	9	9	23-Mar-10	02-Apr-10									
A5670	Rebar Tilts	9	9	24-Mar-10	05-Apr-10									
A5680	Embeds	6	6	30-Mar-10	06-Apr-10									
A5690	Inspections	2	2	07-Apr-10	08-Apr-10									
A5700	Pour Tilt Panels	2	2	09-Apr-10	12-Apr-10									
A5710	Cure Tilts	5	5	13-Apr-10	19-Apr-10									
A5720	Prep Tilt Panels	3	3	13-Apr-10	15-Apr-10									
A5730	Install Braces	3	3	14-Apr-10	16-Apr-10									
A5740	Install Setting Pins	2	2	14-Apr-10	15-Apr-10									
A5750	Install Shim Packs	2	2	15-Apr-10	16-Apr-10									
A5760	Mobilize Crane	1	1	16-Apr-10	16-Apr-10									
A5770	Erect Tilts	2	2	20-Apr-10	21-Apr-10									
A5780	Weld Tilts	4	4	22-Apr-10	27-Apr-10									
A5790	Grout Tilts	2	2	28-Apr-10	29-Apr-10									
A5800	Erect Structural Steel	7	7	30-Apr-10	10-May-10									
A5810	Steel Supports for Sports Equip	4	4	07-May-10	12-May-10									
A5820	Install Decking	5	5	12-May-10	18-May-10									
A5830	Remove Tilt Panel Kickers	2	2	19-May-10	20-May-10									
<b>Exterior Enclosure</b>		<b>17</b>	<b>17</b>	<b>19-May-10</b>	<b>11-Jun-10</b>									
AB1710	Exterior Painting (Tilt Panels)	7	7	19-May-10	27-May-10									
AB1530	Exterior Windows	7	7	28-May-10	08-Jun-10									



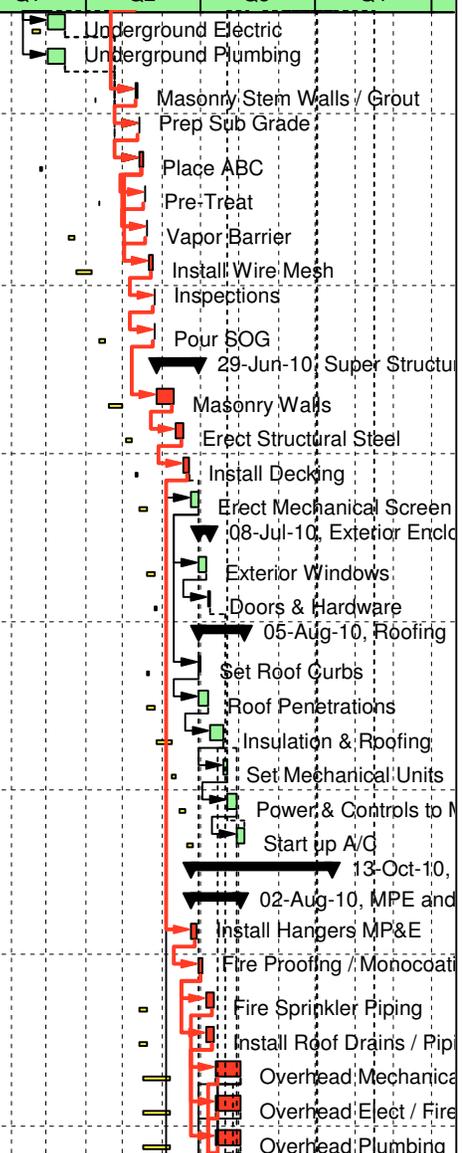
█ Actual Work      █ Remaining ...  
█ Remaining Level of Effort      █ Actual Lev...

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2009				2010			
						Q3	Q4	Q1	Q2	Q3	Q4		
AB1690	Caulk Tilt Panels	7	7	28-May-10	08-Jun-10								
AB1730	Install Doors & Hardware	3	3	09-Jun-10	11-Jun-10								
<b>Roofing Area</b>		<b>8</b>	<b>8</b>	<b>19-May-10</b>	<b>28-May-10</b>								
A3910	Insulation & Roofing	8	8	19-May-10	28-May-10								
<b>Interior Construction</b>		<b>101</b>	<b>101</b>	<b>21-May-10</b>	<b>13-Oct-10</b>								
<b>MPE and FS</b>		<b>20</b>	<b>20</b>	<b>21-May-10</b>	<b>18-Jun-10</b>								
A3960	Install Roof Drains / Piping	10	10	21-May-10	04-Jun-10								
A3980	Fire Sprinkler Mains & Drops	10	10	21-May-10	04-Jun-10								
A3970	Overhead Mechanical	10	10	28-May-10	11-Jun-10								
A3990	Overhead Elect / Fire Alarm	10	10	07-Jun-10	18-Jun-10								
<b>Interior Finishes</b>		<b>36</b>	<b>36</b>	<b>14-Jun-10</b>	<b>03-Aug-10</b>								
A4000	Interior Framing (Walls)	6	6	14-Jun-10	21-Jun-10								
A4010	Elect Wall Rough-In	5	5	16-Jun-10	22-Jun-10								
A4020	Insulate Walls	2	2	23-Jun-10	24-Jun-10								
A4030	Sheetrock Walls	5	5	25-Jun-10	01-Jul-10								
A4040	Tape / Texture Walls	7	7	02-Jul-10	13-Jul-10								
A4050	Interior Painting (Walls / Decking)	5	5	14-Jul-10	20-Jul-10								
A4060	Elect Lighting / Fire Alarm	10	10	21-Jul-10	03-Aug-10								
A4080	Acoustical Wall Insulation	10	10	21-Jul-10	03-Aug-10								
<b>Equipment and Furnishings</b>		<b>50</b>	<b>50</b>	<b>04-Aug-10</b>	<b>13-Oct-10</b>								
A4090	Install Drop Down Basketball Standa...	5	5	04-Aug-10	10-Aug-10								
A4100	Install Wood Court Flooring	35	35	11-Aug-10	29-Sep-10								
A4130	Bleachers	5	5	30-Sep-10	06-Oct-10								
A4140	Score Boards	5	5	30-Sep-10	06-Oct-10								
A5100	Rough Cleaning	5	5	07-Oct-10	13-Oct-10								
<b>Area 3 - Kitchen / Restrooms</b>		<b>167</b>	<b>167</b>	<b>18-Feb-10</b>	<b>13-Oct-10</b>								
<b>Foundation</b>		<b>8</b>	<b>8</b>	<b>18-Feb-10</b>	<b>01-Mar-10</b>								
A3430	Lay Out Building Footings	2	2	18-Feb-10	19-Feb-10								
A3410	Excavate Footings	2	2	22-Feb-10	23-Feb-10								
A3420	Underground MP&E Sleeves	1	1	22-Feb-10	22-Feb-10								
A3510	Install Rebar (Footing)	2	2	24-Feb-10	25-Feb-10								
A5560	Inspections	1	1	26-Feb-10	26-Feb-10								
A3520	Pour Footings	1	1	01-Mar-10	01-Mar-10								
<b>Sub Structure</b>		<b>62</b>	<b>62</b>	<b>02-Mar-10</b>	<b>26-May-10</b>								



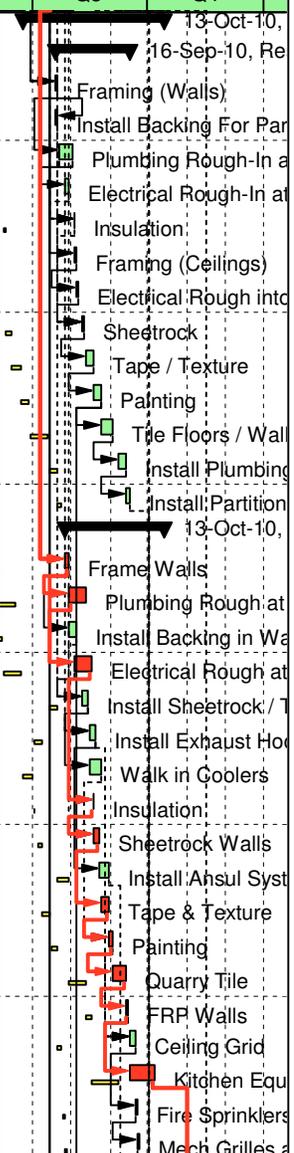
█ Actual Work      █ Remaining ...  
█ Remaining Level of Effort      █ Actual Lev...

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2009				2010			
						Q3	Q4	Q1	Q2	Q3	Q4		
A3930	Underground Electric	10	10	02-Mar-10	15-Mar-10								
A5530	Underground Plumbing	10	10	02-Mar-10	15-Mar-10								
A3530	Masonry Stem Walls / Grout	2	2	11-May-10	12-May-10								
A5850	Prep Sub Grade	1	1	13-May-10	13-May-10								
A3440	Place ABC	2	2	14-May-10	17-May-10								
AB1700	Pre-Treat	1	1	18-May-10	18-May-10								
A3710	Vapor Barrier	2	2	19-May-10	20-May-10								
A3720	Install Wire Mesh	2	2	21-May-10	24-May-10								
A5550	Inspections	1	1	25-May-10	25-May-10								
A3540	Pour SOG	1	1	26-May-10	26-May-10								
<b>Super Structure</b>		<b>23</b>	<b>23</b>	<b>27-May-10</b>	<b>29-Jun-10</b>								
A3550	Masonry Walls	10	10	27-May-10	10-Jun-10								
A3560	Erect Structural Steel	5	5	11-Jun-10	17-Jun-10								
A3570	Install Decking	3	3	18-Jun-10	22-Jun-10								
A3860	Erect Mechanical Screen Wall	5	5	23-Jun-10	29-Jun-10								
<b>Exterior Enclosure</b>		<b>6</b>	<b>6</b>	<b>30-Jun-10</b>	<b>08-Jul-10</b>								
AB1590	Exterior Windows	4	4	30-Jun-10	06-Jul-10								
AB1770	Doors & Hardware	2	2	07-Jul-10	08-Jul-10								
<b>Roofing</b>		<b>26</b>	<b>26</b>	<b>30-Jun-10</b>	<b>05-Aug-10</b>								
A3840	Set Roof Curbs	2	2	30-Jun-10	01-Jul-10								
A3890	Roof Penetrations	5	5	30-Jun-10	07-Jul-10								
A3920	Insulation & Roofing	8	8	08-Jul-10	19-Jul-10								
A3870	Set Mechanical Units	3	3	20-Jul-10	22-Jul-10								
A3880	Power & Controls to Mechanical Units	5	5	23-Jul-10	29-Jul-10								
A4400	Start up A/C	5	5	30-Jul-10	05-Aug-10								
<b>Interior Construction</b>		<b>79</b>	<b>79</b>	<b>23-Jun-10</b>	<b>13-Oct-10</b>								
<b>MPE and FS</b>		<b>28</b>	<b>28</b>	<b>23-Jun-10</b>	<b>02-Aug-10</b>								
A4860	Install Hangers MP&E	4	4	23-Jun-10	28-Jun-10								
A4870	Fire Proofing / Monocoating	4	4	29-Jun-10	02-Jul-10								
A4150	Fire Sprinkler Piping	5	5	06-Jul-10	12-Jul-10								
A4180	Install Roof Drains / Piping	5	5	06-Jul-10	12-Jul-10								
A4160	Overhead Mechanical	15	15	13-Jul-10	02-Aug-10								
A4170	Overhead Elect / Fire Alarm	15	15	13-Jul-10	02-Aug-10								
A4430	Overhead Plumbing	15	15	13-Jul-10	02-Aug-10								



█ Actual Work      █ Remaining ...  
█ Remaining Level of Effort      █ Actual Lev...

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2009				2010			
						Q3	Q4	Q1	Q2	Q3	Q4		
<b>Interior Finishes</b>		79	79	23-Jun-10	13-Oct-10								
<b>Restrooms</b>		42	42	20-Jul-10	16-Sep-10								
A4200	Framing (Walls)	2	2	20-Jul-10	21-Jul-10								
A4350	Install Backing For Partitions	2	2	20-Jul-10	21-Jul-10								
A4210	Plumbing Rough-In at Walls	8	8	22-Jul-10	02-Aug-10								
A4220	Electrical Rough-In at Walls	4	4	27-Jul-10	30-Jul-10								
A4230	Insulation	1	1	03-Aug-10	03-Aug-10								
A4450	Framing (Ceilings)	2	2	03-Aug-10	04-Aug-10								
A4640	Electrical Rough into Ceiling Framing	2	2	05-Aug-10	06-Aug-10								
A4240	Sheetrock	3	3	09-Aug-10	11-Aug-10								
A4250	Tape / Texture	5	5	12-Aug-10	18-Aug-10								
A4260	Painting	4	4	19-Aug-10	24-Aug-10								
A4320	Tile Floors / Walls	8	8	25-Aug-10	03-Sep-10								
A4310	Install Plumbing Fixtures	5	5	07-Sep-10	13-Sep-10								
A4330	Install Partitions and Accessories	3	3	14-Sep-10	16-Sep-10								
<b>Kitchen</b>		56	56	27-Jul-10	13-Oct-10								
A4470	Frame Walls	3	3	27-Jul-10	29-Jul-10								
A4480	Plumbing Rough at Walls	10	10	30-Jul-10	12-Aug-10								
A4650	Install Backing in Walls	5	5	30-Jul-10	05-Aug-10								
A4490	Electrical Rough at Walls	10	10	04-Aug-10	17-Aug-10								
A4950	Install Sheetrock / T&F at Coolers & ...	5	5	09-Aug-10	13-Aug-10								
A4440	Install Exhaust Hoods	5	5	16-Aug-10	20-Aug-10								
A4460	Walk in Coolers	7	7	16-Aug-10	24-Aug-10								
A4500	Insulation	1	1	18-Aug-10	18-Aug-10								
A4510	Sheetrock Walls	3	3	19-Aug-10	23-Aug-10								
A4445	Install Ansul System at Hood	7	7	23-Aug-10	31-Aug-10								
A4520	Tape & Texture	5	5	24-Aug-10	30-Aug-10								
A4530	Painting	3	3	31-Aug-10	02-Sep-10								
A4540	Quarry Tile	6	6	03-Sep-10	13-Sep-10								
A4550	FRP Walls	2	2	14-Sep-10	15-Sep-10								
A4560	Ceiling Grid	3	3	16-Sep-10	20-Sep-10								
A4610	Kitchen Equipment	15	15	16-Sep-10	06-Oct-10								
A4590	Fire Sprinklers at Ceiling Grid	2	2	21-Sep-10	22-Sep-10								
A4570	Mech Grilles at Ceiling Grid	2	2	22-Sep-10	23-Sep-10								



█ Actual Work      █ Remaining ...  
█ Remaining Level of Effort      █ Actual Lev...

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2009				2010			
						Q3	Q4	Q1	Q2	Q3	Q4		
A4580	Light Fixtures at Ceiling Grid	3	3	24-Sep-10	28-Sep-10								
A4600	Ceiling Tile	3	3	29-Sep-10	01-Oct-10								
A4620	Plumbing at Kitchen Equipment	5	5	05-Oct-10	11-Oct-10								
A4630	Electrical at Kitchen Equipment	5	5	05-Oct-10	11-Oct-10								
A5120	Rough Cleaning	2	2	12-Oct-10	13-Oct-10								
<b>Multi-Purpose Room</b>		<b>62</b>	<b>62</b>	<b>23-Jun-10</b>	<b>20-Sep-10</b>								
A4190	Structural Supports (Folding Partition)	2	2	23-Jun-10	24-Jun-10								
A4360	Install Track Folding Partition	2	2	25-Jun-10	28-Jun-10								
A4270	Ceiling Grid	2	2	25-Aug-10	26-Aug-10								
A4280	Fire Sprinkler Drops	3	3	27-Aug-10	31-Aug-10								
A4290	Install Lay in Lights	5	5	27-Aug-10	02-Sep-10								
A4390	Interior Store Front	5	5	01-Sep-10	08-Sep-10								
A4300	Install Mech Registers (Grid area)	2	2	03-Sep-10	07-Sep-10								
A4370	Install Ceiling Tiles	2	2	08-Sep-10	09-Sep-10								
A4340	Doors & Hardware	2	2	09-Sep-10	10-Sep-10								
A4660	Floor Covering	5	5	10-Sep-10	16-Sep-10								
A4380	Install Folding Partition	2	2	17-Sep-10	20-Sep-10								
<b>Lobby</b>		<b>31</b>	<b>31</b>	<b>03-Aug-10</b>	<b>15-Sep-10</b>								
A4910	Overhead Elect Rough-In / Fire Alarm	5	5	03-Aug-10	09-Aug-10								
A4940	Framing for Perf Metal Clg	5	5	10-Aug-10	16-Aug-10								
A4920	Fire Sprinkler Drops	5	5	17-Aug-10	23-Aug-10								
A4410	Grind Concrete (Lobby / Corridor)	10	10	18-Aug-10	31-Aug-10								
A4420	Install Perforated Metal Ceiling ( Lob...	10	10	25-Aug-10	08-Sep-10								
A4930	Trim Out MP&E	5	5	09-Sep-10	15-Sep-10								
<b>Commissioning</b>		<b>5</b>	<b>5</b>	<b>04-Oct-10</b>	<b>08-Oct-10</b>								
A5050	Test & Balance HVAC	5	5	04-Oct-10	08-Oct-10								
<b>Critical Inspections</b>		<b>13</b>	<b>13</b>	<b>04-Oct-10</b>	<b>20-Oct-10</b>								
A5060	Life Safety Inspection	5	5	04-Oct-10	08-Oct-10								
A5040	Kitchen - Health Dept Inspection	5	5	14-Oct-10	20-Oct-10								
<b>Final Inspections</b>		<b>7</b>	<b>7</b>	<b>21-Oct-10</b>	<b>29-Oct-10</b>								
A1060	Rain Days	5	5	21-Oct-10	27-Oct-10								
A1020	Final Cleaning	5	5	25-Oct-10	29-Oct-10								
A1010	Substantial Completion	0	0		27-Oct-10								
A1050	Complete Punchlist	2	2	28-Oct-10	29-Oct-10								

█ Actual Work      █ Remaining ...  
█ Remaining Level of Effort      █ Actual Lev...



**EXHIBIT B-1  
TO  
CONSTRUCTION MANAGER AT RISK AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
SUNDT CONSTRUCTION, INC.**

[Construction Manager's Facility Proposal]

See following pages.

# American Sports Center - City of Avondale

## CSI GMP Reconciliation - Summary Page

DATED: JANUARY 4, 2010



# SUNDT

PROJECT GROSS  
AREA = 83,202

RENTABLE  
AREA = 83,202

CSI DIV	DESCRIPTION	30% Estimate 10/8/09	ADJUSTED 30% EST.	TOTAL SCOPE REQ.	CONTRACT ALLOWANCES	GMP TOTAL	GROSS COST/S.F.	RNTBLE COST/S.F.	NET CHANGE	COMMENTS
1	Division 1 (General Requirement:	230,925	230,925	307,170	0	307,170	3.69	3.69	76,245	Testing, Survey
2	Sitework	539,566	539,566	602,180	0	602,180	7.24	7.24	62,614	Speedie Soils Report vs GEC Report
3	Concrete	1,171,348	1,171,348	1,219,021	0	1,219,021	14.65	14.65	47,673	Speedie Soils Report + 3% Contingency
4	Masonry	69,038	69,038	64,937	0	64,937	0.78	0.78	(4,101)	(5) Bids received on 95% Docs
5	Metals	878,566	878,566	738,672	7,500	746,172	8.97	8.97	(132,394)	(8) Steel Bids received on 95% Docs
6	Rough Carpentry & Millwork	10,434	10,434	42,899	0	42,899	0.52	0.52	32,465	(4) Bids + Contingency
7	Roofing, Insulation, & Mtl. Panels	575,011	575,011	668,148	7,500	675,648	8.12	8.12	100,637	Insul. Facing, Fireprf, Mtl. Panels & Mt. Ceilings
8	Doors & Windows	201,629	201,629	156,937	0	156,937	1.89	1.89	(44,692)	(8) Bids received per Addendum No. 2
9	Finishes	406,335	406,335	503,075	0	503,075	6.05	6.05	96,740	Ground. Conc., SS Base + Contingency
10	Specialties	46,612	46,612	109,326	0	109,326	1.31	1.31	62,714	(4) Bids Received, Signage excluded
11	Equipment	0	0	0	0	0	0.00	0.00	0	
12	Furnishings	0	0	6,970	0	6,970	0.08	0.08	6,970	Window Blinds added by Addendum
13	Special Construction	0	0	0	0	0	0.00	0.00	0	
14	Conveying Systems	0	0	0	0	0	0.00	0.00	0	
15	Mechanical	957,530	957,530	1,089,644	0	1,089,644	13.10	13.10	132,114	Bids = (3) FP, (5) Plumbing (7) HVAC
16	Electrical	881,465	881,465	722,823	0	722,823	8.69	8.69	(158,642)	(7) Bids Received on 50% Docs
	Design Contingency	332,160	332,160	0	0	0	0.00	0.00	(332,160)	See Breakdown for Contingency Distribution
	<b>Total Direct Costs</b>	<b>6,300,619</b>	<b>6,300,619</b>	<b>6,231,803</b>	<b>15,000</b>	<b>6,246,803</b>	<b>75.08</b>	<b>75.08</b>	<b>(53,816)</b>	
	<u>Indirect Costs</u>									
	General Conditions	369,324	369,324	381,408	0	381,408	4.58	4.58	12,084	
	PL & PD Ins	102,160	102,160	93,373	212	93,585	1.12	1.12	(8,575)	
	Builders Risk Ins	6,811	6,811	6,225	14	6,239	0.07	0.07	(572)	
	G C Bond	78,323	78,323	71,586	162	71,748	0.86	0.86	(6,575)	
	Contractors Contingency	255,400	255,400	162,547	369	163,184	1.96	1.96	(92,216)	
	Sales Tax	486,963	486,963	445,077	1010	446,087	5.36	5.36	(40,876)	
	Contractors Fee	413,690	413,690	389,054	882	389,936	4.69	4.69	(23,754)	
	<b>Total Indirect Costs</b>	<b>1,712,671</b>	<b>1,712,671</b>	<b>1,549,269</b>	<b>2,649</b>	<b>1,552,187</b>	<b>18.66</b>	<b>18.66</b>	<b>(160,484)</b>	
	<b>Total Construction Costs</b>	<b>8,013,290</b>	<b>8,013,290</b>	<b>7,781,072</b>	<b>17,649</b>	<b>7,798,990</b>	<b>93.74</b>	<b>93.74</b>	<b>(214,300)</b>	
	<u>Soft Costs</u>									
	SUNDT PRECON FEES	124,207	124,207	0	0	0	0.00	0.00	(124,207)	
	AVONDALE "IT" ALLOWANCE	250,000	250,000	0	0	0	0.00	0.00	(250,000)	
	AVONDALE EQUIP. ALLOWANCE	300,000	300,000	0	0	0	0.00	0.00	(300,000)	
	<b>Total Project GMP</b>	<b>8,687,497</b>	<b>8,687,497</b>	<b>7,781,072</b>	<b>17,649</b>	<b>7,798,990</b>	<b>94</b>	<b>94</b>	<b>(888,507)</b>	

American Sports Center - City of Avondale

GMP Detail Sheet

Updated: 12/21/09 8:58 AM



DIV	SECT.	DESCRIPTION	30% Design Estimate 10/8/09	DISPERSMENTS		ADJUSTED 10/8/09 Estimate	"A" BID AMOUNT	SUBCONTRACTOR	ITEMS NOT BID AND ADJUSTMENTS	"B" AMOUNT	CONTRACT ALLOWNCES		COMMENTS
				ITEM	AMOUNT						DESCRIPTION	AMOUNT	
<b>1 DIVISION 1 (General Requirements)</b>													
		40/60 Split per Infrastructure GMP	230,925			230,925	261,000						
		Updated since 30% SD Estimate				-							
		Layout & Survey				-	21,170						
						-							
						-			Material Testing	25,000			
						-							
		Total	230,925			230,925	282,170			25,000		0	
												Total Scope Requirements (Bid + Adjust. + Allw)	307,170
												Net Change	(76,245)
<b>Total Division 1 (General Requirements)</b>			<b>230,925</b>			<b>230,925</b>	<b>282,170</b>		<b>Total Scope Requirements (A+B)</b>	<b>307,170</b>	<b>Total Contract Allowances</b>	<b>0</b>	
<b>2 SITEWORK</b>													
						-			<b>60% Design Evaluation</b>				
						-			G & D Plans = 95%	(Civil Drwgs & Spec's in good shape for competitive pricing)			
						-			G & D Specs = 95%	(Specs included in the drawings)			
		<b>EARTHWORK</b>				-							
2100		Site Clearing	60,499			60,499	<b>546,269</b>	<b>Sundt Heavy / Civil</b>					Self Perform
2200		Earthwork	Included			Included	Included						
		GEC Soils Report	Included			Included	Excluded						
		Speedie Soils Report	Excluded			Excluded	Included	Overx & Recompact 18" Impo	Smith Group Addendum No. 2				
2300		Asphalt Paving	166,664			166,664	Included						
		Dibble vs DEA @ Entrances	Excluded			Excluded	Excluded			0			
		City tie-ins	Included			Included	included						
		Meter fees	Excluded			Excluded	Excluded						
		Haul off spoils	Included			Included	included						
		Asphalt patch	Included			Included	included						
		Building tie-ins	Included			Included	included						
		Dust control	Included			Included	included						
		Regrading	Included			Included	included						
		Barriers & traffic control	Included			Included	included						
		Temp Parking Lot	Included			Included	Included						
		Extra Mob/Demob	Included			Included	included						
		<b>PERMIT / PROCUREMENT CONTINGENCY</b>											
		2" Asphalt on Native 2 parking lot				-	Excluded		See DEL Log				
		<b>SITE UTILITIES</b>							<b>60% Design Evaluation</b>				
		Total 30% Estimate	112,310			112,310	Included		Utility Plans = 95%	(Civil Drwgs & Spec's in good shape for competitive pricing)			
		6" Domestic Meter Vault Assembly	Included			Included	Included		Utility Specs = 95%	(Specs included in the drawings)			
		2" Gate Valves	Included			Included	Included						
		6" Gate Valves	Included			Included	Included						
		6" Domestic Water	Included			Included	Included						
		2" Water Service	Included			Included	Included						
		6" Sanitary Sewer	Included			Included	Included						
		18" HDPE Stormdrain	Included			Included	Included						
		2nd Fire Line per Fire Marshall	Excluded			Excluded	Excluded						
		<b>PAVEMENT MARKINGS &amp; SIGNAGE</b>	0			-							
		Temp Parking Lot Markings	0			-	0	No Bids Received	Striping @ Temp Lot	5,000			
		Temp Parking Lot Signs- HC & Roadw	0			-	0	No Bids Received	signage @ Temp Lot	7,000			
						-							
						-							COST INCREASE DUE TO NEW SOILS REPORT,
		Total Earthwork	339,473			339,473	546,269			12,000		0	
												Total Scope Requirements (Bid + Adjust. + Allw)	558,269
												Net Change	(218,796)
		<b>TERMITE CONTROL</b>							<b>60% Design Evaluation</b>				
						-			Specifications = NONE				
2280		Termite Control	16,647			16,647	<b>5,177</b>	<b>Allgon Exterminating</b>	<b>Masterline by Bifentirhn product included</b>				(2) Bids Received
						-							
		Total Termite Control	16,647			16,647	5,177			0		0	

American Sports Center - City of Avondale

GMP Detail Sheet

Updated: 12/21/09 8:58 AM



DIV	SECT.	DESCRIPTION	30% Design Estimate 10/8/09	DISPERSMENTS		ADJUSTED 10/8/09 Estimate	"A" BID AMOUNT	SUBCONTRACTOR	ITEMS NOT BID AND ADJUSTMENTS	"B" AMOUNT	CONTRACT ALLOWNCES		COMMENTS
				ITEM	AMOUNT						DESCRIPTION	AMOUNT	
									<b>60% Design Evaluation</b> Plans = 0% Specs = 0%				
		<b>FENCES &amp; GATES</b>							(No details provided) (No decisions made by design team)				
		East Courtyard Fencing	11,624		11,624		<b>8,734</b>	<b>Sentinel Fence</b>					(3) Bids Received
		Trash Enclosures	Included		-		Included						
		<b>PERMIT / PROCUREMENT CONTINGENCY</b>							See DEL Log				
		Picket Fencing @ East Courtyard			-		Excluded		See DEL Log				
		Revised Trash Gate Design			-		Excluded		See DEL Log				
		<b>Total Chain Link Fencing</b>	<b>11,624</b>		<b>11,624</b>		<b>8,734</b>			<b>0</b>		<b>0</b>	
													<b>Total Scope Requirements (Bid + Adjust. + Allw)</b>
													<b>8,734</b>
													<b>Net Change</b>
													<b>2,890</b>
									<b>60% Design Evaluation</b> Plans = 90% Specs = 95%				
									(plans in good shape for pricing. Irrigation design needs to be completed) (spec provided by consultant is biddable)				
		<b>LANDSCAPING &amp; IRRIGATION</b>											
2800		Landscaping	157,161		157,161		<b>0</b>	<b>To Be Coordinated with (West Side) Retail Component</b>		<b>30,000</b>	Budget for (East Side) Landscape		(5) Bids Received
		Maintenance	Included		Included		Included						
		Caliper Tree Sizes	Included		Included		Included						
		Site Furnishings - Bike Racks	Included		Included		Included						
		Native plant salvage	Not Applicable		Not Applicable		Not Applicable						
321813		Synthetic Grass	Included		Included		<b>DELETED</b>		See DEL Log Item No. 9				
2900		Irrigation	Included		Included		Included						
		<b>PERMIT / PROCUREMENT CONTINGENCY</b>											
		Revised Entrances & Courtyards			-		Excluded		See DEL Log				
		Complete Irrigation Design			-		<b>0</b>	<b>To Be Coordinated with (West Side) Retail Component</b>					
		Revised Retail & Residential Plots			-		Excluded		See DEL Log				
		Grasscrete @ Fire Lane			-		Excluded		See DEL Log				
		<b>Total Landscape &amp; Irrigation</b>	<b>157,161</b>		<b>157,161</b>		<b>0</b>			<b>30,000</b>		<b>0</b>	
													<b>Total Scope Requirements (Bid + Adjust. + Allw)</b>
													<b>30,000</b>
													<b>Net Change</b>
													<b>127,161</b>
		<b>SITE FURNISHING</b>											
		Pipe Bollards	3,661		3,661		W/Misc. Steel						
		Site Benches	10,200		10,200		W/Infrastructure						
		Bike Racks	800		800		W/Landscape						
		<b>Total Site Furnishings</b>	<b>14,661</b>		<b>14,661</b>		<b>0</b>			<b>0</b>		<b>0</b>	
		<b>TOTAL SITEWORK</b>	<b>539,566</b>		<b>539,566</b>		<b>560,180</b>		<b>Total Scope Requirements (A+B)</b>	<b>602,180</b>	<b>Total Contract Allowances</b>	<b>0</b>	



DIV	SECT.	DESCRIPTION	30% Design Estimate 10/8/09	DISPERSMENTS		ADJUSTED 10/8/09 Estimate	"A" BID AMOUNT	SUBCONTRACTOR	ITEMS NOT BID AND ADJUSTMENTS	"B" AMOUNT	CONTRACT ALLOWNCES		COMMENTS
				ITEM	AMOUNT						DESCRIPTION	AMOUNT	
<b>3 CONCRETE</b>													
									<b>60% Design Evaluation</b> Plans = 95% Specs = 0%	(Plans in good shape for pricing) (No decisions made by design team)			
		<b>CAST IN PLACE CONCRETE</b>					<b>1,178,366</b>	<b>Sundt Concrete</b>					Self Perform
		Spread Footings	15,165			15,165	Included						
		Continuous Footings	56,643			56,643	Included						
		Stem Walls	12,474			12,474	Included						
		Slab on Grade	211,526			211,526	Included						
		Vapor Barrier	Included			Included	Included						
		Concrete Curbs @ Roof	Excluded			Excluded	Included						
		Tilt Panels	792,336			792,336	Included						
		Rebar Change from #5 to #4	N/A			N/A	Excluded		See DEL Log				
		Conc.Benches @ Entrance & Courtyards					<b>(11,350)</b>						
		<b>SITE CONCRETE</b>											
		Sidewalks	34,116			34,116	Included						
		Curb / Curb & Gutter	37,824			37,824	Included						
		Trash Enclosure Footings	2,518			2,518	Included						
		8" concrete paving	7,410			7,410	Included						
		Trash & Transformer pad rebar	425			425	Included						
		8" Service Drive slab 6x6 Mesh	911			911	Included						
		Cost per new Speedie Soils Rep	Excluded			Excluded	<b>16,500</b>	Added per Addendum No. 2					
		<b>PERMIT / PROCUREMENT CONTINGENCY</b>											
		Design Evolution Contingency @ 3%					<b>35,505</b>						
		Total Cast In Place Concrete	1,171,348			1,171,348	1,219,021			0		0	
													Total Scope Requirements (Bid + Adjust. + Allw) 1,219,021
													Net Change (47,673)
		<b>TOTAL CONCRETE</b>	<b>1,171,348</b>			<b>1,171,348</b>	<b>1,219,021</b>	<b>Total Scope Requirements (A+B)</b>	<b>1,219,021</b>	<b>Total Contract Allowances</b>	<b>0</b>		
<b>4 MASONRY</b>													
									<b>60% Design Evaluation</b> Plans = 95% Specs = 0%	(Addendum No. 2 revised finishes) (No decisions made by design team)			
		<b>MASONRY</b>											
		Multi-Purpose Building Masonry	69,038			69,038	<b>58,988</b>	<b>Abstract Still Under Review</b>					(5) Bids Received
		Site Walls & Enclosures	Included			Included	Included						
		Masonry Stem Walls	Excluded			Excluded	Excluded						
		Standard Intregal Color	Included			Included	Included						
		Custom Color	Excluded			Excluded	Excluded						
		Normal weight block	Excluded			Excluded	Excluded						
		Lightweight block	Included			Included	Included						
		Ground Face	Excluded			Excluded	Excluded						
		Mesa Stone with Shot Blast Finish	Included			Included	Included						
		Pigmented Mortor/Grout	Excluded			Excluded	Excluded						
		Parging @ Stem walls	Excluded			Excluded	Excluded	Mock-up	3,000				
		Sealer	W/Painter			W/Painter	W/Painter						
		<b>PERMIT / PROCUREMENT CONTINGENCY</b>											
		Screen Wall & BF Preventors					<b>2,949</b>	<b>5% Contingency</b>					
		Total Masonry	69,038			69,038	61,937			3,000		0	
													Total Scope Requirements (Bid + Adjust. + Allw) 64,937
													Net Change 4,101
		<b>TOTAL MASONRY</b>	<b>69,038</b>			<b>69,038</b>	<b>61,937</b>	<b>Total Scope Requirements (A+B)</b>	<b>64,937</b>	<b>Total Contract Allowances</b>	<b>0</b>		

American Sports Center - City of Avondale

GMP Detail Sheet

Updated: 12/21/09 8:58 AM



DIV	SECT.	DESCRIPTION	30% Design Estimate 10/8/09	DISPERSMENTS		ADJUSTED 10/8/09 Estimate	"A" BID AMOUNT	SUBCONTRACTOR	ITEMS NOT BID AND ADJUSTMENTS	"B" AMOUNT	CONTRACT ALLOWNCES		COMMENTS
				ITEM	AMOUNT						DESCRIPTION	AMOUNT	
<b>5 METALS</b>													
									<b>60% Design Evaluation</b>				
									Plans = 95%	(GMP per sizes indicated. Most elements engineered)			
									Specs = 0%	(No decisions made by Design team)			
		<b>STRUCTURAL STEEL</b>											
		Total 30% Estimate	865,743			865,743	<b>681,809</b>	<b>Amber Steel</b>					(8) Bids Received
5120		Structural Steel	Included			Included	Included						
5210		Steel Joists	Included			Included	Included						
5310		Steel Deck	Included			Included	Included						
		Acoustical Deck @ Sports Areas	Included			Included	Included						
5500		Metal Fabrications	Included			Included	Included						
5500		Bracing @ Parapets	Included			Included	Included						
5810		Expansion Joint Covers	Excluded			Excluded	Excluded		Expansion Jt. Covers	5,000			
		<b>PERMIT / PROCUREMENT CONTINGENCY</b>											
		Design Evolution Contingency - Specs @ 5%					<b>47,727</b>					Future PV Panel Supports	7,500
		Total Structural Steel	865,743			865,743	729,536			5,000		7,500	
													Total Scope Requirements (Bid + Adjust. + Allw)
													Net Change
													742,036
													123,707
		<b>MISC STEEL</b>											
		Roof Access Ladders	2,486			2,486	W/Steel Sub						
		Roof Hatch/Ladder Up	1,150			1,150	0		Roof Hatch	1,150			
		Support Steel @ Restrooms	2,986			2,986	0		Support Steel	2,986			
5600		Steel @ Operable Part. & Coiling Doo	4,886			4,886	W/Steel Sub						
		Steel Ladder without cage - roof acces	1,315			1,315	W/Steel Sub						
		Total Misc Steel	12,823			12,823	0			4,136		0	
													Total Scope Requirements (Bid + Adjust. + Allw)
													Net Change
													4,136
													8,687
		<b>METAL DECKING</b>											
			W/Steel				W/Steel						
		Total Steel Deck	0				0			0		0	
													Total Scope Requirements (Bid + Adjust. + Allw)
													Net Change
													0
													0
		<b>TOTAL METALS</b>	<b>878,566</b>			<b>878,566</b>	<b>729,536</b>		<b>Total Scope Requirements (A+B)</b>	<b>738,672</b>	<b>Total Contract Allowances</b>	<b>7,500</b>	

American Sports Center - City of Avondale

GMP Detail Sheet

Updated: 12/21/09 8:58 AM



DIV	SECT.	DESCRIPTION	30% Design Estimate 10/8/09	DISPERSMENTS		ADJUSTED 10/8/09 Estimate	"A" BID AMOUNT	SUBCONTRACTOR	ITEMS NOT BID AND ADJUSTMENTS	"B" AMOUNT	CONTRACT ALLOWNCES		COMMENTS
				ITEM	AMOUNT						DESCRIPTION	AMOUNT	
<b>6 WOOD &amp; PLASTICS</b>													
									<b>60% Design Evaluation</b> Plans = 75% Specs = 0%				
									(More details & locations needed) (No decisions made by design team)				
		<b>ROUGH CARPENTRY</b>					<b>15,000</b>	<b>PLUG</b>					(0) Bids Received
		Parapet Cap Blocking	962			962	Included						
		FR Plywood @ Data Room	536			536	Included						
		FRP Panels	531			531	Included						
		Detail 22/24 @ A5.5 Included	excluded			Excluded	Included						
		Framing & Plywood @ Columns & Dw	excluded			Excluded	Included						
		Wood Backing @ Restrooms	excluded			Excluded	Included						
		Redwood Sleepers @ Kitchen Coolers	excluded			Excluded	Included						
		<b>PERMIT / PROCUREMENT CONTINGENCY</b>											
		Design Evolution Contingency @ 20%				-	<b>3,000</b>						
		Total Rough Carpentry	2,029			2,029	18,000			0		0	
													Total Scope Requirements (Bid + Adjust. + Allw) 18,000
													Net Change (15,971)
									<b>60% Design Evaluation</b> Plans = 10% Specs = 0%				
									Plan View Only (No elevations or details) (No decisions made by Design team)				
		<b>MILLWORK</b>					<b>18,444</b>	<b>ISEC</b>					(4) Bids Received
		Total 30% Estimate	8,405			8,405							
		Reception Counter	Included			Included	Included						
		Solid Surface @ Concessions	Included			Included	Included						
		Solid Surface @ Kitchen	Included			Included	Included						
		Solid Surface @ Restrooms	Included			Included	Included						
		SS Base @ Lobby	Excluded			Excluded	Included						
		<b>PERMIT / PROCUREMENT CONTINGENCY</b>											
		Coordination between Kitchen Consultant & Smith Group				-	<b>Excluded</b>		Documents currently conflict @ pass thru				
		Design Evolution Contingency @ 35%				-	<b>6,455</b>		Upgrade Reception Desk @ Lobby				
		Total Millwork	8,405			8,405	24,899			0		0	
													Total Scope Requirements (Bid + Adjust. + Allw) 24,899
													Net Change (16,494)
		<b>TOTAL WOOD &amp; PLASTICS</b>	<b>10,434</b>			<b>10,434</b>	<b>42,899</b>			<b>42,899</b>	<b>Total Contract Allowances</b>	<b>0</b>	
									<b>60% Design Evaluation</b> Plans = 75% Specs = 0%				
									(ICA product per spec NOT INCLUDED) (No decisions made by design team)				
		<b>BUILDING INSULATION</b>	26,996			26,996	<b>57,815</b>	<b>F. Rodgers Insulations</b>					(2) Bids received
		7200 Building Insulation					Included						
		Gym guard product @ Sports rooms					Included		(Lamtech product included)				
		ICA Fiber Insulation product					Excluded						
		<b>PERMIT / PROCUREMENT CONTINGENCY</b>											
		Design Contingency @ 3%				-	<b>1,734</b>						
		Total Insulation	26,996			26,996	59,549			0		0	

American Sports Center - City of Avondale

GMP Detail Sheet

Updated: 12/21/09 8:58 AM



DIV	SECT.	DESCRIPTION	30% Design Estimate 10/8/09	DISPERSMENTS		ADJUSTED 10/8/09 Estimate	"A" BID AMOUNT	SUBCONTRACTOR	ITEMS NOT BID AND ADJUSTMENTS	"B" AMOUNT	CONTRACT ALLOWNCES		COMMENTS	
				ITEM	AMOUNT						DESCRIPTION	AMOUNT		
													Total Scope Requirements (Bid + Adjust. + Allw)	59,549
													Net Change	(32,553)
									<b>60% Design Evaluation</b>					
						-			Plans = 45%				(Details are not coordinated with specified roofing system)	
						-			Specs = 60%				(Addendum No. 2 updated spec - More decisions needed)	
		<b>ROOFING &amp; WATERPROOFING</b>												
75423		Single-Ply 60 Mil TPO, R-30 Roof	365,411			365,411	<b>411,342</b>	<b>Diversified Roofing</b>					Adapt Existing Roof to PV Ste	
		15 Year Warranty	Included			Included	Included						(5) Bids Received	
		20 Year Warranty	Excluded			Excluded	Excluded		See DEL Log	0				
Total Roofing & Waterproofing			365,411			365,411	411,342			0		7,500		
													Total Scope Requirements (Bid + Adjust. + Allw)	418,842
													Net Change	(53,431)
									<b>60% Design Evaluation</b>					
									Plans = 90%				(Spec reflects paint finish vs BEMO system on plans)	
									Specs = 90%				(Updated by Addendum No. 1)	
		<b>ARCHITECTURAL METAL PANELS</b>					<b>140,000</b>	<b>To Be Determined</b>					More investigation needed to determine	
074213		Metal Siding Panels 20Ga. Colored	9,360			9,360	Included		How inflated number is per generic spec.				(3) Bids Received - Range of bids \$102K to \$190K	
074213		Metal Panels (Screening & Lantern)	148,038			148,038	Included		Range of bids \$102K thru \$190K					
7600		Painted Sht. Mtl. Parapet Cap	1,466			1,466	Included							
		Interior Metal Panels @ Lobby	Excluded			Excluded	Excluded	See Acoustical Ceilings						
		<b>PERMIT / PROCUREMENT CONTINGENCY</b>												
		Design Contingency @ 10%					<b>14,000</b>			0				
Total Sheet Metal & Metal Roofing			158,864			158,864	154,000			0		0		
													Total Scope Requirements (Bid + Adjust. + Allw)	154,000
													Net Change	4,864
									<b>60% Design Evaluation</b>					
									Plans = 0%				(Conflicting details & lack of information)	
									Specs = 0%				(No decisions made by design team)	
		<b>JOINT SEALANTS</b>												
		SOG Joint Caulking	272			272	<b>10,000</b>	<b>To be Determined</b>					(5) Bids Received - Range in price \$8,500 to \$15,700	
		Tilt Panel Caulking	11,018			11,018	Included							
		Interior sealants	12,450			12,450	Included							
		<b>PERMIT / PROCUREMENT CONTINGENCY</b>												
		Design Contingency @ 25%					<b>2,500</b>		Site work Sealants @ Entrances	5,000				
Total Joint Sealants			23,740			23,740	12,500			5,000		0		
													Total Scope Requirements (Bid + Adjust. + Allw)	17,500
													Net Change	6,240
									<b>60% Design Evaluation</b>					
									Plans = 0%				(Not noted on drawings- determined by evaluating code requirements)	
									Specs = 0%				(No decisions made by design team)	
		<b>SPRAY FIREPROOFING</b>												
7900		Spray Fireproofing	0	(Not anticipated in SD Estimate)		-	<b>25,757</b>	<b>Rolling Plains</b>	See Scope Document for future design criteria				(1) Bid Received	
Total Spray Fireproofing			0			-	25,757			0		0		
													Total Scope Requirements (A+B)	25,757
													Net Change W/ Allowances	(25,757)
<b>TOTAL WATERPROOFING</b>			<b>575,011</b>			<b>575,011</b>	<b>663,148</b>		<b>Total Scope Requirements (A+B)</b>	<b>668,148</b>	<b>Total Contract Allowances</b>	<b>7,500</b>		

American Sports Center - City of Avondale

GMP Detail Sheet

Updated: 12/21/09 8:58 AM



DIV	SECT.	DESCRIPTION	30% Design Estimate 10/8/09	DISPERSMENTS		ADJUSTED 10/8/09 Estimate	"A" BID AMOUNT	SUBCONTRACTOR	ITEMS NOT BID AND ADJUSTMENTS	"B" AMOUNT	CONTRACT ALLOWNCES		COMMENTS
				ITEM	AMOUNT						DESCRIPTION	AMOUNT	
<b>8 DOORS &amp; WINDOWS</b>													
									60% Design Evaluation Plans = 80% Dr. Schedule = 80%				
									(Hardware product is based on Schlage, Von Duprin.) (Hardware updated by Addendum No. 1)				
		<b>DOORS, FRAMES &amp; HARDWARE</b>											
		Total 30% Estimate @ Exterior	13,499			13,499	26,952	Commerical Door & Hardware					(5) Bids Received
		Total 30% Estimate @ Interior	7,269			7,269	Included						
8100		H.M. Doors & Frames	Included			Included	Included						
081416		Wood Doors	Included			Included	Included						
087100		Door Hardware	Included			Included	Included						
		Gate Hardware Allowance	Included			Included	Included						
		<b>PERMIT / PROCUREMENT CONTINGENCY</b>											
		Design Contingency @ 5%					1,348						
						-							
		Total Doors , Frames & Hardware	20,768			20,768	28,300			7,500		0	
													Total Scope Requirements (A+B)
													35,800
													Net Change
													(15,032)
									60% Design Evaluation Plans = 95% Specs = 95%				
									(Updated per Addendum No. 2) (Updated per Addendum No. 2)				
		<b>GLASS &amp; GLAZING</b>											
		Fixed Clear Story Windows	87,015			87,015	103,942	Border Glass	Field Mockup	5,000			(7) Bids Received
		fixed Kalwall Windows @ Tilts 2'x12'	Included			Included	Included						
		Fixed Kalwall Windows @ Tilts 2'x16'	Included			Included	Included						
		Fixed Kalwall Windows @ Tilts 2x24	Included			Included	Included						
		Fixed Kalwall Windows @ Tilts 2x4	Included			Included	Included						
		Mirrors	Included			Included	Included						
084113		Aluminum Entrances & Storefronts @ Glazing	52,300			52,300	Included	Addendum No. 2					
		Hardware	Included			Included	Included						
		Auto Door Operator	Included			Included	Included						
		Interior Storefront w/Drs, Frms, Hardw	27,098			27,098	w/Drs,Frms						
		Overhead Doors	14,448			14,448	12,195	Cornell/Metro Doors					
		Auto Entrance Door	Included			Included	Included	Auto Entrance Door					
		Film @ Glass	Excluded			Excluded	Excluded	See Scope document for Specific Treatment of glass					
		Total Glass & Glazing	180,861			180,861	116,137			5,000		0	
													Total Scope Requirements (Bid + Adjust. + Allw)
													121,137
													Net Change
													59,724
		<b>TOTAL DOORS &amp; WINDOWS</b>	<b>201,629</b>			<b>201,629</b>	<b>144,437</b>			<b>156,937</b>	<b>Total Contract Allowances</b>	<b>0</b>	
<b>9 FINISHES</b>													
									60% Design Evaluation Plans = 80% Specs = 0%				
									(More clarity needed after Addendum No. 1) (Gyp Bd spec updated by Addendum no. 1, but still requires additional decisions) (Spec 054000 Studs - No decisions made by design team)				
		<b>DRYWALL, METAL STUDS</b>											
5400		Cold Formed Metal Framing	5,688			5,688	127,774	C.D.S. Framing					(6) Bids Received
092900		Gypsum Board Assemblies	124,715			124,715	Included	Addendum No. 1					
		Kitchen Exterior Walls	Included			Included	Included	(White Box Only)					
		Kitchen Interior Walls	Excluded			Excluded	Excluded	W/ Ownner FFE					
		Exterior Framing of Cement Board As	Included			Included	Included						
						-							
		Total Drywall, Metal Studs	130,403			130,403	127,774			0		0	

American Sports Center - City of Avondale

GMP Detail Sheet

Updated: 12/21/09 8:58 AM



DIV	SECT.	DESCRIPTION	30% Design Estimate 10/8/09	DISPERSMENTS		ADJUSTED 10/8/09 Estimate	"A" BID AMOUNT	SUBCONTRACTOR	ITEMS NOT BID AND ADJUSTMENTS	"B" AMOUNT	CONTRACT ALLOWNCES		COMMENTS			
				ITEM	AMOUNT						DESCRIPTION	AMOUNT				
													Total Scope Requirements (Bid + Adjust. + Allw)	127,774		
													Net Change	2,629		
													60% Design Evaluation Plans = 95% Specs = 95%		(Updated by Addendum No. 1)	
													<b>TERRAZZO</b>			
9400		Sealed Concrete Floor @ Lobby	11,935			11,935	42,570	Advanced Terrazzo								
		Ground Concrete per Addendum No.	Excluded			Excluded	Included									
		Protect existing work	Included			Included	Included									
		Water supply	Excluded			Excluded	Included									
		Clean-up	Included			Included	Included									
Total Terrazzo			11,935			11,935	42,570			0		0				
													Total Scope Requirements (Bid + Adjust. + Allw)	42,570		
													Net Change	(30,635)		
													60% Design Evaluation Plans = 50% Specs = 50%		(Updated by Addendum No. 1 - still need decisions)	
													<b>ACOUSTICAL CEILINGS</b>			
095123		Acoustical Ceilings	7,218			7,218	115,470	TP Acoustics					(3) Bids Received			
		Perforated metal ceilings @ Lobby	75,388			75,388	Included	Addendum No. 1								
		Acoustical Wells @ Lobby	Not designed			Not designed	Included									
													<b>PERMIT / PROCUREMENT CONTINGENCY</b>			
		Design Contingency @ 15%					17,321									
Total Acoustic Ceilings			82,606			82,606	132,791			0		0				
													Total Scope Requirements (Bid + Adjust. + Allw)	132,791		
													Net Change	(50,185)		
													60% Design Evaluation Plans = 90% Specs = 0%		(Updated by Addendum No. 1 - Ceramic Tile)	
													<b>FLOORING</b>			
9600		Resilient Flooring	2,552			2,552	56,348	Spectra Flooring					(6) Bids Received			
9600		Rubber Base	3,480			3,480	Included									
9690		Carpet	13,748			13,748	Included									
		Ceramic Tile	23,040			23,040	Included									
Total Flooring			42,820			42,820	56,348			0		0				
													Total Scope Requirements (Bid + Adjust. + Allw)	56,348		
													Net Change	(13,528)		
													60% Design Evaluation Plans = 90% Specs = 75%		(Elevations for special patterns is biddable) (Paint Spec @ Tilts specifies very special paint - other decisions still required)	
													<b>PAINTING</b>			
		Paint Exterior Gates & Fencing	2,795			2,795	136,755	Nelson Greer					(7) Bids Received - Range \$146K to 200K			
		Paint Drs & Frames	1,240			1,240	Included									
		Seal Burnished Block	1,941			1,941	Included									
		Paint Tilt Panel Reveals	25,100			25,100	Included									
9900		Paint Tilt Single Color	22,090			22,090	Included									
071900		Seal Masonry	4,277			4,277	Included	Addendum No. 1								
		Paint Exposed entry structure	7,286			7,286	Included									
		Paint Interior - Total 30% Estimate	73,842			73,842	Included									
		Floor Sealer	Included			Included	Excluded									
													<b>PERMIT / PROCUREMENT CONTINGENCY</b>			
		Design Contingency @ 5%					6,838									
Total Painting			138,571			138,571	143,593			0		0				
													Total Scope Requirements (Bid + Adjust. + Allw)	143,593		
													Net Change	(5,022)		
<b>TOTAL FINISHES</b>			<b>406,335</b>			<b>406,335</b>	<b>503,075</b>			<b>0</b>		<b>0</b>				
										<b>Total Scope Requirements (A+B)</b>	<b>503,075</b>	<b>Total Contract Allowances</b>	<b>0</b>			



DIV	SECT.	DESCRIPTION	30% Design Estimate 10/8/09	DISPERSMENTS		ADJUSTED 10/8/09 Estimate	"A" BID AMOUNT	SUBCONTRACTOR	ITEMS NOT BID AND ADJUSTMENTS	"B" AMOUNT	CONTRACT ALLOWNCES		COMMENTS
				ITEM	AMOUNT						DESCRIPTION	AMOUNT	
<b>10 SPECIALTIES</b>													
									60% Design Evaluation Plans = 0% Specs = 95%				
									(Plans do not indicate quantities) (Spec updated per Addendum No. 1)				
		<b>TOILET PARTITIONS &amp; ACCESSORIES</b>											
102800		Toilet Compartments	16,649			16,649	20,896	Partitions & Accessories					(4) Bids Received
10800		Toilet & Bath Aecessories	Included			Included	Included						
		FRP	Excluded			-	0	To Be Determined					
		Corner Guards - SS 12' High	Excluded			-	4,804	F. Rodgers					
		Total Toilet Partitions & Accessories	16,649			16,649	25,700			0		0	
												Total Scope Requirements (Bid + Adjust. + Allw)	25,700
												Net Change	(9,051)
									60% Design Evaluation Plans = 80% Specs = 90%				
									(Updated by Addendum No. 1 & No. 2)				
		<b>SPECIALTIES</b>											
102226		Operable Partitions	28,375			28,375	27,537	Norcon					(1) Bid Received - Proprietary Spec
		Building Signage	Excluded			Excluded	0		No Design Provided - Coord. w/City	30,000			
		Interior Sports Signage	Excluded			Excluded	0		No Design Provided - Coord. w/City	15,000			
115213		Projection screens	Excluded			Excluded	4,714	Partitions & Accessories					
		Entrance mats	Excluded			Excluded	4,082	F. Rodgers					
10500		Fire Extinguishers & Cabinets	1,588			1,588	1,293	Cohacco					
									Knox box (2 Each @ \$500 installed)	1,000			
		Total Specialties	29,963			29,963	37,626			46,000		0	
												Total Scope Requirements (Bid + Adjust. + Allw)	83,626
												Net Change	(53,663)
		<b>TOTAL SPECIALTIES</b>	<b>46,612</b>			<b>46,612</b>	<b>63,326</b>		<b>Total Scope Requirements (A+B)</b>	<b>109,326</b>	<b>Total Contract Allowances</b>	<b>0</b>	
<b>11 EQUIPMENT</b>													
		<b>EQUIPMENT</b>											
116623		Gymnasium Equipment Specifications	0			-	Excluded	Added by Addendum No. 1					NOT INCLUDED - PART OF OWNER FFE
		Total Equipment	0			-	0			0		0	
												Total Scope Requirements (Bid + Adjust. + Allw)	0
												Net Change	0
		<b>TOTAL EQUIPMENT</b>	<b>0</b>			<b>-</b>	<b>0</b>		<b>Total Scope Requirements (A+B)</b>	<b>0</b>	<b>Total Contract Allowances</b>	<b>0</b>	
<b>12 FURNISHINGS</b>													
		<b>FURNISHINGS</b>											
122413		Electric Roller Shades	0			-	6,970	Royal Textile Products	Added by Addendum No. 1				SCOPE NOT PART OF 30% ESTIMATE
		Total Equipment	0			-	6,970			0		0	
												Total Scope Requirements (A+B)	6,970
												Net Change W/ Allowances	(6,970)
		<b>TOTAL FURNISHINGS</b>	<b>0</b>			<b>-</b>	<b>6,970</b>		<b>Total Scope Requirements (A+B)</b>	<b>6,970</b>	<b>Total Contract Allowances</b>	<b>0</b>	
		<b>TOTAL SPECIAL CONSTRUCTION</b>	<b>0</b>			<b>-</b>	<b>0</b>		<b>Total Scope Requirements (A+B)</b>	<b>0</b>	<b>Total Contract Allowances</b>	<b>0</b>	
		<b>TOTAL CONVEYING SYSTEMS</b>	<b>0</b>			<b>-</b>	<b>0</b>		<b>Total Scope Requirements (A+B)</b>	<b>0</b>	<b>Total Contract Allowances</b>	<b>0</b>	

American Sports Center - City of Avondale

GMP Detail Sheet

Updated: 12/21/09 8:58 AM



DIV	SECT.	DESCRIPTION	30% Design Estimate 10/8/09	DISPERSMENTS		ADJUSTED 10/8/09 Estimate	"A" BID AMOUNT	SUBCONTRACTOR	ITEMS NOT BID AND ADJUSTMENTS	"B" AMOUNT	CONTRACT ALLOWNCES		COMMENTS
				ITEM	AMOUNT						DESCRIPTION	AMOUNT	
<b>15 MECHANICAL</b>													
									60% Design Evaluation Plans = 0% Specs = 0%				
									No Design - Subcontractor Responsibility No Design - Subcontractor Responsibility				
		<b>FIRE SPRINKLERS</b>											
15300		Fire Protection	71,600			71,600	60,212	Simplex Grinnell					(3) Bids Received
		2 RISERS PER FIRE MARSHALL				-	Included						
						-							
		Total Fire Sprinklers	71,600			71,600	60,212			0		0	
													Total Scope Requirements (Bid + Adjust. + Allw) 60,212
													Net Change 11,388
									60% Design Evaluation Plans = 95% Specs = 95%				
									(good shape for bidding purposes) (good shape for bidding purposes)				
		<b>PLUMBING</b>											
15400		Plumbing	10,707			10,707	264,432	Irontree Plumbing					(5) Bids Received
			225,810			225,810							
						-							
						-							
		Total Plumbing	236,517			236,517	264,432			0		0	
													Total Scope Requirements (Bid + Adjust. + Allw) 264,432
													Net Change (27,915)
									60% Design Evaluation Plans = 95% Specs = 95%				
									(good shape for bidding purposes) (good shape for bidding purposes)				
		<b>HVAC</b>											
15500		HVAC	649,413			649,413	765,000	Abstract Still Under Review					(7) Bids Received
		<b>PERMIT / PROCUREMENT CONTINGENCY</b>											
		Design Contingency @ 0%					0						
						-							
		Total HVAC	649,413			649,413	765,000			0		0	
													Total Scope Requirements (Bid + Adjust. + Allw) 765,000
													Net Change (115,587)
		<b>TOTAL MECHANICAL</b>	<b>957,530</b>			<b>957,530</b>	<b>1,089,644</b>			<b>1,089,644</b>	<b>Total Contract Allowances</b>	<b>0</b>	
<b>16 ELECTRICAL</b>													
									60% Design Evaluation Plans = 50% Specs = 0%				
									(Need extensive work to be complete) (No Decisions made by Design Team)				
		<b>ELECTRICAL</b>											
16000		Electrical	881,465			881,465	722,823	DP Electric					(7) Bids Received
		<b>PERMIT / PROCUREMENT CONTINGENCY</b>											
		Design Contingency @ 10%					Included						
						-							
						-							
		Total Electrical	881,465			881,465	722,823			0		0	
													Total Scope Requirements (Bid + Adjust. + Allw) 722,823
													Net Change 158,642
		<b>TOTAL ELECTRICAL</b>	<b>881,465</b>			<b>881,465</b>	<b>722,823</b>			<b>722,823</b>	<b>Total Contract Allowances</b>	<b>0</b>	
		<b>TOTAL COST CHECK</b>	<b>5,968,459</b>			<b>5,968,459</b>	<b>6,089,167</b>			<b>2,172,358</b>		<b>15,000</b>	

**EXHIBIT C-1  
TO  
CONSTRUCTION MANAGER AT RISK AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
SUNDT CONSTRUCTION, INC.**

[Pre-Construction Services – Retail Component]

See following pages.



# SUNDT

## **CM at Risk (CMAR) Scope of Preconstruction Services – Sundt Construction, Inc. Avondale City Center - Retail Core & Shell Buildings December 22, 2009**

Preconstruction Services for the Avondale City Center (ACC) Retail Core & Shell Buildings will consist of a multi-discipline, team-based, collaborative effort between the City of Avondale (COA), Sundt Construction (SC), SmithGroup (ASC Designer), and other Consultants and Stakeholders. The process will be broken down into phases. All phases include attendance at weekly design meetings, updating of schedules and attendance at special consultant meetings or other breakout sessions.

### **KICK-OFF, AND COST MODELING**

#### Cost Modeling Charrette for the ASC Facility

- SmithGroup and Sundt will lead a conceptual discussion regarding design and cost parameters for the ASC including
  - Thorough discussion of the Owner's Project Requirements (OPRs)
  - Substructure, superstructure, MEP and skin system possibilities
  - Core & Shell vs Tenant Improvement demarcations
  - Historical Cost Information for like projects
  - Establish detailed design, estimating and permitting schedule (flesh out the preliminary Project Schedule)
  - Cost Model for the project will be created as a result of this meeting, published to all parties.

### **30% DESIGN PHASE**

1. Weekly interaction with SmithGroup and Consultants on the Retail Buildings:
  - a. Shell Building systems analysis for:
    - i. HVAC, Plumbing and Electrical Systems
      1. Prel. energy Model
      2. Life Cycle Cost Analysis
    - ii. Substructure and structural frame
      1. Soils and Foundations
        - a. Piers vs. shallow spread footings
        - b. Review preliminary Soils Report
          - i. Soils bearing Pressures allowable
      2. Look at long-span options

- a. Pre-engineered structures
    - b. Joist and Joist Girder Assemblies
  - iii. Skin
    - 1. CMU, Glass, Stone veneer, EIFS & Metal Panels
    - 2. Roof Options available and cost criteria
  - b. Participate in schematic design and pricing decisions through the use of Design Evolution Log tool.
- 2. Further development of CPM Project Schedule and solidify milestone dates.
- 3. Review preliminary material specifications and design details. Advise on constructability, availability of materials, long lead times and alternate methods, systems and/or materials.
- 4. Develop Self-performed work plan. Opportunities are:
  - a. Concrete
  - b. Underground Wet Utilities
  - c. Earthwork and Paving
  - d. Masonry
- 5. Develop and present proposed pre-qualified list of subcontractors for bidding and/or qualifications-based selection.
- 6. Engage project team in Value Engineering to maximize value and minimize overall cost. Quantify and demonstrate the impact on costs and schedule of each element value engineered.
- 7. Report cost status through use of Design Evolution Log.
- 8. Identify long lead materials and equipment for pre-purchase, and make recommendations on schedule and costs
- 9. Review Retail site conditions and tie-in locations at adjacent properties and Avondale Blvd. Review As-built record drawings for all coordination points and make recommendations to SmithGroup.

## **60% DESIGN PHASE**

During 60% Design, CMAR will continue to work closely with SmithGroup to further refine the design and pricing of both elements of the project. Refinement of details and specificity of information will result.

1. Continued design coordination meetings and special consultant meetings as needed:
2. Provide Cost update through the use of the Design Evolution Log. A full estimate package will not be produced at this phase.
3. Perform written Constructability Review on both project elements and Log results, tracking issues until resolved with all relevant parties.
4. Initiate long-lead procurement as approved by the Owner on infrastructure-related and ASC items and equipment.
5. Keep the Subcontractor community aware of the project's bid schedule to maximize competition.

6. Continuously update and develop the CPM Project Schedule.
7. Develop Site and Off-site Logistics Plans including construction site layout, staging, storage, trailer location and worker parking.
8. Interact proactively with design teams to develop pre-bid value engineering alternates.

### **CONTRACT DOCUMENTS AND GMP PHASE**

1. Draft the Instructions to Bidders and Invitation to Bid including job-specific and generic requirements for the Retail Buildings Bid. Establish bid calendar and recruit Subcontractor participation.
2. Prepare detailed “open-book” estimates on all self-performed scopes of work. Conduct review meetings for the purpose of transparent communication regarding competitiveness of these scopes of work. Address any concerns promptly and to the satisfaction of the Owner.
3. Perform Constructability Review and final CDs, checking for resolution of all previous constructability items.
4. Continuously update and develop the final Bid Schedule and Contract Schedule. Schedule will identify all contractual milestones including partial turnovers for Owner Vendors or Tenants to commence work.
5. Develop Procurement Plan for the project and report on status of pre-purchased materials and equipment.
6. Prepare and present detailed GMP Estimate of construction costs for the Retail Buildings. Prepare contractual GMP exhibits as required for signature.
7. Perform post-bid value engineering as required to meet budget objectives.
8. Design firm or owner will furnish all sets of blue lines for CMAR’s bidding and pricing purposes at no cost to CMAR.
9. Where deemed appropriate, solicit three (3) to five (5) bids per major trade. Prepare analysis of bids, outlining areas of qualification. Discuss recommendations of bids with project team. Upon approval of the GMP and subcontractor recommendations, award Subcontracts / Purchase Orders.
10. Prepare and present the Guaranteed Maximum Price (GMP) Packages to the Owner for Approval.

**EXHIBIT C-2  
TO  
CONSTRUCTION MANAGER AT RISK AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
SUNDT CONSTRUCTION, INC.**

[Facility Scope]

See following pages.



**Construction Manager at Risk**

**SCOPE DOCUMENT**

**for**

**American Sports Center Avondale Facility**

**Guranteed Maximum Price**

**Prepared by: Brian Kearney**

**SUNDT CONSTRUCTION  
Phoenix, Arizona  
December 21, 2009**



**TABLE OF CONTENTS**

1.	PROJECT OVERVIEW .....	3
	A. INTENT .....	3
	B. GENERAL PROJECT SCOPE .....	3
	C. INFORMATION REQUIRED TO DEVELOP THE LAND .....	4
	D. QUALITY ASSURANCE .....	4
	E. DESIGN/CONSTRUCTION SCHEDULE.....	4
	F. TEMPORARY CONSTRUCTION .....	5
	G. CLEAN-UP .....	5
	H. INSURANCE .....	5
	I. WARRANTY.....	5
	J. BUILDING TURNOVER.....	5
II.	SYSTEMS DESCRIPTION.....	6
	A. SITEWORK.....	6
	B. SUBSTRUCTURE.....	8
	C. SUPERSTRUCTURE.....	9
	D. EXTERIOR SKIN .....	9
	E. ROOFING .....	11
	F. INTERIOR CONSTRUCTION.....	12
	G. INTERIOR FINISHES .....	13
	H. BUILDING SPECIALTIES.....	15
	I. EQUIPMENT & FURNISHINGS .....	16
	SPECIAL CONSTRUCTION.....	NONE
	CONVEYING SYSTEMS .....	NONE
	J. FIRE PROTECTION .....	16
	K. PLUMBING .....	17
	L. HVAC .....	18
	M. ELECTRICAL SYSTEMS.....	19
III.	ALLOWANCES AND EXCLUSIONS.....	20
	A. ALLOWANCES .....	20
	B. EXCLUSIONS .....	20



## 1. PROJECT OVERVIEW

### A. INTENT

1. This scope document, together with the preliminary drawings, dated 16 November 2009 define the general scope of the work for the proposed American Sports Center facility in Avondale Arizona for utilizing the services of SUNDT CONSTRUCTION (CM, General Contractor).
2. Specifications issued by Smithgroup, dated 11/16/09 are unedited “canned” specifications and exclude final decisions by consultants and engineers. Certain specifications sections have been revised by addendum and these specific sections are included in the GMP unless noted otherwise in the following scope document. The remainder of specifications sections not updated by addendum will be subject to the scope descriptions outlined by the following document, and these descriptions will dictate the future completion of the specification sections from GMP to final construction documents.
3. This GMP submittal includes Sundt Construction’s Constructability review of the 60% Design documents, dated December 7, 2009. Sundt has incorporated a majority of the comments into the GMP but due to lack of information has not included the following: Item No. 0046, 0048, 0067, 0071, 0075, 0076, 0077, 0079, 0081, 0082, 0083, and 0084.
4. GMP Reconciliation Document, Dated December 17, 2009 includes several contingency’s identified as “Permit / Procurement Contingency”. The intent of these dollars are to be used in the following priority 1) Final Construction Permit design, 2) Procurement of scopes, and 3) Design Contingency.

### B. GENERAL PROJECT SCOPE

1. The general project scope is listed as follows:
  - a. Site Size: 182,892 SF (4.2 Acres).
  - b. Gross Square feet of building: 83,202 SF.
  - c. Parking Requirements : 101,800 SF
2. Regulatory Requirements:
  - a. Owner shall secure all governmental approvals and permits related to the design and construction of the proposed project.
  - b. Costs for the following permits and fees related to governmental approvals are not included in the construction budget.
    - 1) All Construction Permits & Plan Check Fees.
    - 2) Sewer Assessment Fees.
    - 3) Water Meter Fees.



- 4) Off-Site Permit & Plan Check Fees.
- 5) SRP Design and Construction Fees
- 6) Qwest Design and Construction Fees
- 7) SW Gas Design and Construction Fees
- 8) Cox Design and Construction Fees

**C. INFORMATION REQUIRED TO DEVELOP THE LAND**

1. Owner shall provide Property Survey (ie: Alta, Topographic, Boundary).
2. Owner shall provide Geotechnical Reports.
3. Owner shall provide Environmental Assessment Reports.
4. Owner shall provide Hazardous Materials Reports.

**D. QUALITY ASSURANCE**

1. Contractor shall coordinate a quality assurance program which will be paid for by Sundt Construction. The program shall include the following:
  - a. Earthwork observation and testing by an independent agency.
  - b. Bituminous observation and testing by an independent agency.
  - c. Cast-in-place concrete observation and testing by an independent agency.
  - d. Roofing Manufacturer review and report.
  - e. Civil Engineer's reviews and observations (Coordination Only).
  - f. Architect's reviews and observations (Coordination Only).
  - g. Structural Engineer's reviews and observations (Coordination Only).
  - h. Mechanical Engineer's reviews and observations (Coordination Only).
  - i. Electrical Engineer's reviews and observations(Coordination Only).
  - j. Special Inspections is EXCLUDED.

**E. DESIGN/CONSTRUCTION SCHEDULE**

1. SUNDT CONSTRUCTION has prepared and attached a progress schedule dated December 15, 2009, for the project. This schedule indicates the dates for starting and completion of the various stages of design and construction, and shall be updated on a regular basis to reflect the actual progress of the work.



**F. TEMPORARY CONSTRUCTION**

1. SUNDT CONSTRUCTION shall provide all required temporary construction, temporary facilities and temporary utilities required to complete project construction including temporary roadways and parking areas, erosion control structures, material storage areas, enclosures for tools and other equipment, a heated and air conditioned field office, temporary utility services for construction usage, and temporary toilet facilities as required.

**G. CLEAN-UP**

1. SUNDT CONSTRUCTION shall be responsible for construction trash removal and shall at all times keep the building and site free from accumulation of debris. Upon completion, the building shall be turned over to Owner in clean condition, glass cleaned, parking lot swept.

**H. INSURANCE**

1. SUNDT CONSTRUCTION shall maintain Workmen's Compensation Insurance, Comprehensive Public Liability Insurance. Builder's Risk Insurance, ("All Risk") form, for this project for the duration of the work if required.

**I. WARRANTY**

1. SUNDT CONSTRUCTION shall repair or replace any defective or faulty work for a period of two (2) years from the date of substantial completion or certificate of occupancy, which ever is earlier.
2. Twenty (22) months after substantial completion, SUNDT CONSTRUCTION and Owner will inspect the project and identify any defects which shall be corrected immediately.

**J. BUILDING TURNOVER**

1. The building turnover will include the following:
  - a. Operation and Maintenance Manual at substantial completion.
  - b. Record Drawings within 30 Days after Building Turnover.
  - c. Equipment Training.
  - d. Sundt excludes third party commissioning.



## II. SYSTEMS DESCRIPTION

### A. SITEWORK

1. Demolition.
  - a. Removal of Hazardous Waste or other unforeseen conditions is excluded. It is assumed that the majority of demolition will be completed in the Phase I – Infrastructure scope of work, and that anything encountered within the limits of the “On-Site” scope of work will be minimal.
2. Earthwork.
  - a. SUNDT CONSTRUCTION shall provide all required site clearing, mass excavation, filling, structural excavation, backfilling and grading as required for the proposed building structure, paved areas and proper site drainage.
  - b. Topsoil shall be stockpiled during construction from on-site materials and then exported unless materials can be spread over disturbed areas to be landscaped with sod, seed or other plant materials.
  - c. For proposal purposes, SUNDT CONSTRUCTION has included earthwork required for a complete project contingent upon the following conditions:
    - 1) Soils Report prepared by Speedie Associates dated November 25, 2009
    - 2) Ground water levels lower than planned excavations for foundations and utilities.
  - d. This Proposal includes a 21,348 S.F. asphalt paved parking area including all curb and striping.
3. Utilities.
  - a. All connection fees will be paid by the City of Avondale.
  - b. Electrical Service.
    - 1) The serving electrical utility company will place and connect a transformer on the proposed site. Location to be determined. Sundt Construction shall install the Secondary Conductors in accordance with the discussions at the Owner’s Coordination Meeting.
  - c. Gas Service.
    - 1) The serving gas utility company will place and connect a gas meter on the proposed site. Location to be determined.
  - d. Telephone.
    - 1) The serving telephone utility company will bring telephone service line to the demarcation location in the building. Fiber optics and cable television as required.
    - 2) 5-Empty 4” conduits stubbed 100’



- e. Sanitary Sewer.
  - 1) Sanitary sewer service shall be provided complete including connection to the sewer main in the street and an on-site sewer main to the building.
- f. Water.
  - 1) Water service shall be provided to the building for domestic water and fire protection systems complete including connection to the water main in the street and on-site water main to the building. In addition, water mains and fire hydrants shall be provided for fire service as required by the local Fire Marshall.
- g. Storm Sewer.
  - 1) Provisions shall be made for the proper drainage of storm water from roof, parking, drive and landscaped areas. Surface drainage shall be utilized wherever possible.
- 4. Bituminous and Concrete Paving.
  - a. Bituminous Paving.
    - 1) Bituminous paving shall be provided complete including curb cuts and driveways as indicated on the site plan.
    - 2) Parking area striping and traffic markings shall be provided as required.
  - b. Concrete Paving.
    - 1) Cast-in-place concrete curb and gutter shall be provided at the perimeter of all paved parking and drive areas.
    - 2) Sidewalks shall be constructed with 3000 p.s.i., unreinforced concrete. Sidewalks shall be standard grey broom finished unless indicated otherwise on the drawings.
- 5. Landscaping.
  - a. Landscaping.
    - 1) A \$30,000 budget is included to design a temporary Landscape & Irrigation plan for the East side of the property. This temporary design will eventually be replaced with a “residential component” in the future.
    - 2) Landscaping & Irrigation for the West side of the property has been excluded. This is in coordination with the City of Avondales intent to proceed with the “retail” component of the property in conjunction with the ASC Sports Complex construction schedule.
  - b. Site Furnishings
    - 1) Five (5) bike racks to match specified Landscape Form – Key have been included.
    - 2) Synthetic Grass & raised concrete seat walls at Main Entrance & East Courtyard are excluded.



6. Site Exterior Lighting.
  - a. Site Lighting.
    - 1) Parking and drive areas shall be lighted with twelve (12) pole mounted fixtures to match infrastructures site lighting, mounted on concrete bases, with photocell and time clock control.

## **B. SUBSTRUCTURE**

1. Termite Control
  - a. Termite Treatment has been included under slab on grade as Masterline Bifenthrin.
2. Concrete.
  - a. Concrete Foundations.
    - 1) Concrete foundations shall be as required by the 60% Design Drawings. GMP includes contingency for minor revisions to this design at final Construction Documents.
  - b. Slab on Grade:
    - 1) Furnish and install 4" reinforced Slab on Grade with #4 @ 24" O.C at all building areas.
    - 2) Furnish and install 4" A.B.C. under all Slab on Grade.
    - 3) Furnish and install 15-mil Stego wrap vapor barrier under areas A and B in accordance with the key plan
    - 4) Area designated for future Soccer Fields will utilize this area for Waste Slabs for Tilt Panel assembly and erection. The waste slabs will be suppressed enough to allow for the complete specified sports flooring system to be installed over the waste slabs with 4" of A.B.C, leaving the waste slabs in place.
    - 5) Waste slabs outside the building envelope will be demolished and recycled after tilt panel operations are complete.
  - c. Onsite Sidewalks:
    - 1) Sidewalk finish shall match infrastructure finish with no color.
    - 2) Decorative entry walks to be exposed aggregate and/or acid etch with no color
    - 3) Sidewalk joints to be tooled.



- d. No electrical conduits to be placed in A.B.C.
- e. Construction joint spacing and pour sizes shall be determined by Sundt.
- f. Concrete mix designs shall be based upon the following with standard performance mixes:
  - Footings: 3000 PSI
  - Slab on grade: 4000 PSI
  - Tilt panels: 4000 PSI
- g. Pricing based upon the following floor tolerances:
  - Slab on grade: Ff 35 FI 25
- h. Sundt Concrete will provide floor flatness testing for all slab on grade pours within 24 hours.
- i. Bid based upon panel joint spacing of  $\frac{3}{4}$ " minimum.
- j. Pricing based upon being able to pour concrete at night.
- k. Concrete slabs shall be treated with liquid applied dissipating curing compound.

## **C. SUPERSTRUCTURE**

- 1. Metals.
  - a. Structural Steel
    - 1) The structural framing system for the building shall consist of steel columns and beams supporting steel joists bearing on tilt-panels at the exterior shell
    - 2) According to Specification Section 052100-1, Architecturally Exposed Structural Steel Framing, sub section 3.5 note B, "Architect will observe AESS in place to determine acceptability relating to aesthetic effect". This note is deleted until further clarification or finished design.
    - 3) Acoustical Metal deck at sports areas is included.

## **D. EXTERIOR SKIN**

- 1. Exterior Walls.
  - a. Load Bearing Tilt-Panel Concrete.
    - 1) 9" structural tilt-panel concrete walls with  $\frac{1}{2}$ " reveals as per plans
    - 2) Finish shall be smooth finish.
    - 3) Pricing based on weld plates being installed 4' o/c at roof line and four (4) additional plates for panel connections.
    - 4) Tilt panel pricing contingent on 9" thick panels utilized with joist kickers welded to the tilt embeds.
    - 5) Chamfer both faces of panels at all edges.



- 6) Panels will be not be painted on the interior sides of the parapets.
  - b. Masonry
    - 1) Masonry shall be in accordance with the plans and specifications. Color shall be selected from the standard color selection provided by Trenwyth.
    - 2) Hat channel will be utilized to secure exterior cement board panels and will be shot anchored to masonry.
  - c. Metal Framed Panel Clad Wall System:
    - 1) Wall above lobby main entry and entry/exit into courtyard is included as 22 guage Galvanized Steel 1 1/2" x 12" flush seam wall panels in Kynar 500 Metallic Silver Finish color.
2. Exterior Window System.
- a. Frosted aesthetics will be achieved by utilizing Satin Etch in lieu of frosted film.
  - b. Multi-Purpose exterior windows include 1" thick, insulating clear, with Low E coating 2<sup>nd</sup> surface, Satin Etch frost 3<sup>rd</sup> surface, fully tempered both lites, set in clear anodized aluminum frames.
  - c. Type 2 – 1/4" clear fully tempered
  - d. Type 4 – 1" o.a. insulating clear, fully tempered both lites
  - e. Type 4A – 1" o.a. insulating clear, with Low E coating 2<sup>nd</sup> surface, fully tempered both lites.
  - f. Type 5 – 1" o.a. insulating clear, with Low E coating 2<sup>nd</sup> surface, Satin Etch frost 3<sup>rd</sup> surface, fully tempered both lites.
3. Exterior Storefront System.
- a. Prefabricated, pre-engineered system consisting of vertical and horizontal mullions. System shall include the following:
    - 1) Fixed 1" vision areas.
    - 2) Finish: 2 cost fluoropolymer Classic II – Bright Silver
    - 3) Automatic sliding door system must be exterior surface mounted to the curtainwall system.
4. Exterior Doors.
- a. Main Entrance and Courtyard Door and Frame:
    - 1) Finish shall match window framing system.
    - 2) Aluminum thresholds shall be provided for exterior doors.
    - 3) Panic devices shall be provided at entrance doors where required by code.
    - 4) One (1) automatic door operator is included.
    - 5) One set of Bi-Parting Doors surface mounted is included with a maximum overall clear opening of 108".



- b. Exterior Hollow Metal Doors.
  - 1) Exterior hollow metal doors shall be 3'-0" x 7'- 0", flush face panel design.
  - 2) Exterior hollow metal doors shall be insulated and weather-stripped.
  - 3) Hollow metal doors shall be painted.
- 5. Miscellaneous Metals.
  - a. Gates at the trash enclosures shall be provided with a 2"x2" Tube Steel frame with standard B-Deck infill.
  - b. Twelve (12) each Concrete filled pipe bollards shall be provided.

## **E. ROOFING**

- 1. Roof
  - a. Roof System.
    - 1) 60 Mil single-ply TPO membrane roofing on R-30 rigid insulation tapered as required.
    - 2) Additional membrane shall be provided for maintenance walkways to service roof top equipment.
    - 3) The roofing system materials shall be guaranteed free from defects for a period of 15 years by the roofing system manufacturer directly to the Owner.
    - 4) Roof areas shall be insulated with rigid insulation installed over metal deck to provide a minimum overall R value of 30.
  - b. Roof Drainage.
    - 1) Internal roof drains with overflow drains shall be provided for all roof areas and will discharge to the storm sewer system.
    - 2) Roof to be sloped as required by manufacturer's roof warranty.
  - c. Roof Access
    - 1) One (1) roof access hatch and ladder shall go to the roof level at Multipurpose Building to provide for roof access from the court storage room. One (1) Ladder each is provided at the mechanical well to provide access to the basketball court roof and the soccer field roof.



## F. INTERIOR CONSTRUCTION

1. Carpentry and Millwork.
  - a. Restroom Vanities.
    - 1) Restroom vanities shall be solid surface with integral bowl with splash blocks at sides, rear and front apron.
  - b. Reception Desk
    - 1) Reception desk includes plastic laminate countertop and two (2) standard plastic laminate file cabinets.
  - c. Counters:
    - 1) Solid surface counters are included for both the concessions and multi-purpose areas
2. Interior Doors and Frames.
  - a. Hollow Metal Doors.
    - 1) Hollow metal doors shall be 3'-0" x 7'-0" flush face panel design.
    - 2) Doors shall be painted.
    - 3) Doors shall be set in hollow metal frames.
  - b. Finish Hardware.
    - 1) Door hardware shall be manufactured by Schlage, LCN, Von Duprin with its function appropriate for its intended use.
    - 2) Keying system shall allow doors to be keyed alike within a given area and tied to a building master. This will be designed with input from the Owner.
  - c. Coiling Grilles/Shutters:
    - 1) Included as manual or crank operated.
  - d. Operable Partition:
    - 1) One (1) each 12' H x 50' L STC 52 operable partition has been included at Multi-purpose Room
  - e. Double Action Doors
    - 1) One (1) set of double action doors is included for kitchen area.
3. Gypsum Board Partitions.
  - a. Partitions shall be constructed per indicated wall types on partition schedule. Specification Section 054000 Cold-Formed Metal Framing is not complete, and not used to determine the means & methods used for the construction of partitions. Sundt will work with design team to complete specification within budget provided by low bidder.
  - b. All gypsum board shall be taped and sanded where finishes are to be applied or code required.



- c. Areas exposed to moisture shall be treated with water resistant gypsum board.
  - d. Perimeter walls and columns shall be furred with 3 5/8" metal studs and 5/8" gypsum wallboard and insulated.
    - 1) Insulation above furred walls at sports courts is included as R-13 batts faced attached with stick clips 2' o.c. with Lamtech GymGuard Facing in lieu of specified ICA Energymiser Insulation System issued by Addendum No. 1.
  - e. Gypsum board ceilings shall consist of metal stud framing and 5/8" gypsum board.
  - f. Partition walls located inside the kitchen area are not included, and are considered by of Tenant Improvement for future Kitchen.
  - g. Exterior walls located in the kitchen area are included as white box only.
  - h. Full height walls at Fire Riser Room.
4. Acoustical Ceilings.
- a. Acoustical and linear panel metal ceiling systems are included as per finish schedule.
  - b. Acoustical ceiling in Kitchen area is per Architectural Drawings.
5. Applied Fire Protection
- a. Spray appllied fireproofing is based upon 2006 IBC Type IB Construction utilizing a low density cementitious material, see Rolling Plains quote dated 12/2/09.

## **G. INTERIOR FINISHES**

1. Floor Coverings.
- a. Wood Flooring
    - 1) Basketball/Volleyball wood flooring material and installation is included in the FFE budget per ASC, dated October 1, 2009 as Haro Helsinki 10 Maple and is excluded from this Estimate
  - b. Sythetic Turf Flooring:
    - 1) Soccer flooring material and Installation is included in the FFE budget per ASC, dated October 1, 2009 as Tennis Surfaces Sof-step 200 with rubber infill and is excluded from this Estimate.
  - c. Carpeting/Base/Rubber Flooring
    - 1) Included as per the finish schedule



- 2) Base shall be 4" high, vinyl adhesive applied to walls with coved profile at hard surface floors and straight profile at carpet.
  - 3) Stainless Steel base for the lobby area is included per the finish schedule.
  - d. Tile.
    - 1) Ceramic Tile.
      - a) Ceramic tile shall be installed by the thin-set method in restrooms and showers
      - b) Floor tile as indicated on drawings
      - c) Wall tile shall as indicated on drawings
      - d) Coved base shall be provided at the perimeter of ceramic tile floors.
    - 2) Refer to Room Finish Schedule for finish type and location.
  - e. Wood Flooring
    - 1) Sleepers for Sports flooring provided by owner are not included. Slab on Grade tolerances to support installation of basketball / volleyball courts by others shall be coordinated with Sundt Construction.
    - 2) Ventilated cove base surrounding wood courts is furnished by owner and not included in this estimate.
  - f. Ground Concrete Flooring
    - 1) Included as indicated on finish schedule.
    - 2) Concrete stairs and ramp leading into the soccer area are included as sealed concrete.
2. Wall Covering Systems.
- a. Painted Surfaces
    - 1) Gypsum board shall be prime coated and receive two coats of paint.
    - 2) Door frames, metal doors, and miscellaneous metals shall be painted unless provided with factory finish.
    - 3) Exposed ceilings at Sport Activities areas are included as painted, utilizing dryfall paint
  - b. Paint Applied Graphics
    - 1) All paint applied "sports graphics" are excluded, and considered Owner FFE costs.
3. Interior Glass and Glazing.



- 1) 1/4" plate glass mirrors shall be provided above the toilet room vanities.
  - 2) Main lobby walls with openings to Basketball/volleyball and Soccer fields do not include glazing of any kind. These openings are "open air" to these large spaces. .
4. Window Treatments.
- a. Motorized roller shades with fascia at eight (8) office windows, includes controllers and switches.

## **H. BUILDING SPECIALTIES**

1. Toilet Partitions and Accessories.
  - a. Toilet partitions include are to be (15)Sierra Series, Headrail braced toilet compartments with full height stainless steel brackets and hinges.
  - b. Urinal screens 24"x58" with full height stainless steel brackets and aluminum posts shall be provided between urinals.
  - c. The following accessories shall be provided:
    - 1) One (1) Towel Dispenser/Waste Receptacle Model 0462\_AD.
    - 2) Four (4) Towel Dispenser/Waste Receptacles Model 0469Nine  
(9) Automatic Soap Dispenser Model 0360Grab bars: As required by handicapped code.
2. One (1) Napkin Vendor Model 0468-2-25
  - 1) Four (4) Napkin Disposal Model 0473-1A
  - 2) Eight (8) Seat Cover Dispensers Model 0477-SM
  - 3) Six (6) Toilet Paper Holder Model 000
  - 4) Four (4) Seat Cover Dispenser Model 0481
  - 5) One (1) Seat Cover Dispenser Model 0484
  - 6) Seven (7) Grab Bars Model 3701-18
  - 7) Three (3) Grab Bars Model 3701-36
  - 8) One (1) Grab Bars 3701-42
  - 9) One (1) Shower Rod/Flange Model 1204-60
  - 10) One (1) Shower Curtain Model 1200-V72
  - 11) Fourteen (14) Shower Curtain Hooks Model 1200-SHU
  - 12) One (1) Grab Bars Model 3850
  - 13) One (1) Shower Seat Model 8206-R
  - 14) Two (2) Robe Hooks Model 7345-S
  - 15) One (1) Soap Dish and Bar Model 0398-D
  - 16) Four (4) Excel XL-SB Hand Dryers
3. Fire Extinguishers.



- a. Fire extinguishers shall be provided as required by local fire codes.
  - b. Fire extinguishers shall be housed in painted metal cabinets in finished areas and surface mounted in unfinished areas.
5. Site Signage.  
Exterior Building Signage:
- a. A \$30,000 budget has been included to provide a Exterior Building signage.
  - b. Way finding signage is excluded.
6. Interior Signage.
- a. A \$15,000 budget for interior signage is included to provide Code signage and sports graphics at Sport Courts.

#### **I. EQUIPMENT & FURNISHINGS**

1. Window Coverings
  - a. Motorized roller shades with fascia at eight (8) office windows, includes controllers and switches and shall be of standard charcoal color.
2. Sports Equipment:
  - a. All required fixed and portable sports equipment and installation is included in FFE budget provided by ASC Equipment List dated October 1, 2009.
3. Kitchen Equipment:
  - a. All required kitchen equipment and installation is included in FFE budget provided by ASC Equipment List dated October 1, 2009, and is excluded from this Estimate.
4. Furniture:
  - a. All required furniture, including desks, tables, chairs, filing and storage cabinets, and installation is included in FFE budget provided by ASC Equipment List dated October 1, 2009, and is excluded from this Estimate.

#### **J. FIRE PROTECTION**

1. Fire Protection System.
  - a. System Description.
    - 1) A complete wet automatic fire protection system shall be provided for the facility in accordance with the requirements with NFPA standards, the local Fire Marshall and applicable codes.



- 2) GMP excludes fire sprinkler pump and assumes that pressures at existing water system serving site is adequate for the project.
- 3) (2) Fire Risers are included at the North riser room. Redundant fire lines running from City Center Dr. to the North along the East perimeter of the building are excluded per meetings with the City Fire Marshall.
- 4) Sundt assumes Fire Line pressure will be a minimum of 60 PSI static, 50 PSI residual with 1000 Gallons flowing per minute near the system risers.
- 5) This scope is based on a Light Hazard Occupancy (.10 gpm / 1500 sq. ft.) for Buildings "B" and "C". Light and Ordinary Hazards Occupancies will be provided for Building "A" per NFPA 13.
- 6) Semi-recessed chrome, concealed sprinkler head shall be provided for the office areas and other finished spaces. Brass upright or pendant heads shall be provided in areas without a finished ceiling.

## **K. PLUMBING**

1. Plumbing.
  - a. Systems.
    - 1) A complete plumbing system will be provided, including all underground piping to public mains, sanitary waste piping, sanitary vent piping, domestic hot and cold water piping, and storm sewer piping installed to all fixtures and roof drains in accordance with all applicable codes. Hot water piping shall be insulated.
    - 2) Hook-up of kitchen equipment furnished by others is included.
    - 3) One 4100-gallon grease interceptor is included.
    - 4) Plumbing GMP is per the listed documents and does not include potential revised restroom design as described by City Plan review department.
  - b. Fixtures.
    - 1) Fixture Counts: 13 water closets, 4 urinals, 11 lavatories, 1 electric water cooler, 1 service sink, 1 shower, and 2 floor drains.
    - 2) Water Closets: Wall mounted vitreous china flush valve type.
    - 3) Urinals: Wall mounted vitreous china with siphon jet and flush valve.
    - 4) Lavatories: Lavatory bowls shall be counter mounted in the main bathrooms. Lavatory trim shall meet ADA requirements.



- 5) Electric Water Cooler: Shall meet ADA requirements.
- 6) Service Sinks: Floor mounted molded fiberglass type receptors.
- 7) Floor Drains: Provided in each bathroom.
- 8) Water Heaters: Water heaters shall supply hot water at 140 degrees.

## **L. HVAC**

1. Heating, Ventilating and Air Conditioning (HVAC).
  - a. HVAC System.
    - 1) The building shall be air conditioned by chilled water air handling units. The chilled water will be provided by an air cooled chiller located on the low roof area between the basketball courts and the soccer fields.
    - 2) The kitchen will have two kitchen hood make-up air units, one grease exhaust fan with welded black iron duct, and one dishwasher exhaust fan with aluminum duct.
    - 3) The office/Admin/Kitchen area will be served by a single VAV air handling unit providing air to multiple VAV boxes.
    - 4) Mechanical equipment shall be controlled by a computer based, combined energy management and temperature control system.
  - b. HVAC System Components.
    - 1) Supply air shall be distributed by exterior insulated sheet metal overhead, ductwork manufactured per SMACNA standards in the office area, flexible ducts shall be used to connect diffusers to main ductwork.
    - 2) Duct in sports areas shall be exposed spiral with drum louvers.
    - 3) An exhaust system shall be provided at the bathrooms which will exhaust air to the outside.



## M. ELECTRICAL SYSTEMS

### A. Power Distribution.

- c. A complete electrical system shall be provided in accordance with applicable codes from a 277/480 volt, 3-phase two (1) 3,000 amp service to panelboards to provide power for building systems, lighting, and convenience outlets.
- d. Grounding: The electrical system and equipment shall have a grounding system.

### B. Lighting

- a. Exterior Building Mounted Lights per drawings and light fixture schedule with contactor and time clock control.
- b. Exit and Emergency Lighting: per drawings and light fixture schedule.

### C. Communications

- a. A telephone service entrance conduit shall be provided from the telephone terminal room (MPOP) to an easement point by the utility transformer location to be used by the telephone company. Empty conduit stubbed into the ceiling plenum or under slab where required for pathways only. No cabling. Equipment or devices included.

### Security System

- a. Empty conduit to ceiling space to door frame Only. Fire Alarm
- b. SUNDT CONSTRUCTION shall provide a Fire Alarm Control Panel (FACP) to be housed in the Main Electric Room and a graphic remote annunciation panel to be located at the building
- c. The system shall be wired as required by local codes and duct mounted smoke detectors for 2,000 CFM in supply air streams and 15,000 CFM smoke detectors located in the return air streams. The Fire Alarm system shall provide the following:

### 2. Power

- a. Duplex receptacles shall be provided as required for cleaning and normal usages as shown on the drawings.

### B. Lighting

- a. Lighting at interior areas shall be in accordance with the drawings and light fixture schedule. Including lighting control and 2- 2000 watt inverters for an emergency lighting system



### III. ALLOWANCES AND EXCLUSIONS

#### A. ALLOWANCES

1. The following is a summary of allowances included in this Scope Document:
  - a. Structural Supports for Future Photo Voltaic Panels @ Roof: Allowance = \$7,500.00
  - b. Adapt flashing & existing roof to receive future Photo Voltaic Supports: Allowance = \$7,500.00

#### B. EXCLUSIONS

1. The following items are not included in the scope of work proposed herein:
  - a. Photovoltaic system including related electrical equipment and support steel.
  - b. Special permit fees such as park dedication fees, acreage fees, Owner business related permits, and other special assessments.
  - c. Removal of hazardous materials from site or existing buildings.
  - d. Off site utility and street work, other than utility connections, curb cuts, and driveways indicated on the drawings. This work to be completed in the Avondale Civic Center Improvements – Phase I scope of work.
  - e. Purchase or installation of any item listed on ASC Equipment List issued October 1, 2009.
  - f. Furniture design, selection, and installation.
  - g. Demountable partitions or Systems Furniture.
  - h. Special fire protection systems such as in-rack sprinklers, pre-action systems, ansul,halon, or dry sprinkler systems.
  - i. Dismantling or installation of Owner equipment; electrical or mechanical connections to Owner equipment.
  - j. Telephone equipment, telephones, or communication wiring.
  - k. UPS system.
  - l. Emergency generator.
  - m. Plumbing and Electrical rough-in for future retail buildings.
  - u. Flagpoles and bases.
  - v. Bird Mitigation
  - x. Storefront Mockup
  - y. Storefront Water testing – manufacturers certificates will be provided.
  - z. No insulation under the dry storage area in the kitchen.



# SUNDT

**Design - American Sports Complex Avondale Facility**      **Project # 120968**  
 Future intersection of Civic Center Drive and 114th Avenue      Tel:      Fax:  
 Avondale, AZ

**Sundt Construction, Inc. (SW)**

Item No.	Date Open	Reference	Review Comments	Initiated by	Agreed Upon Resolution	Is Closed
<b>Design Development</b>						
0046	12/7/09	L2.0	Door #002 and #003 do not show exterior sidewalks, Need to confirm exterior sidewalks	Lance Bemis		
0047	12/7/09	A3.1	Riser Room #023 - No Ceiling Shown, Confirm	Lance Bemis		
0048	12/7/09	A2.1.A	Exterior Floor Mat #0018 - Drain advised if located outside	Lance Bemis		
0049	12/7/09	A8.1	Elevation #5 - Door #019 is missing	Lance Bemis		
0050	12/7/09	A4.1	Detail 1 & 2 call for cement board on exterior, No size, orientation, height, or layout given	Lance Bemis		
0051	12/7/09	A4.1	Detail 1 & 2 - Nothing is called out for cement board joints on exterior	Lance Bemis		
0052	12/7/09	A5.5	Detail 20 - Parapet cap does not cover the furring. Possible mold issue	Lance Bemis		
0053	12/7/09	A5.5	Detail 20 - Distance from bottom of parapet cap to cement board not given	Lance Bemis		
0054	12/7/09	A7.1	Detail 6 - No tile shown around top of bathroom accessory	Lance Bemis		
0055	12/7/09	A9.1.A	RB-1 Needs to be cove base due to rubber flooring	Lance Bemis		
0056	12/7/09	A9.1.A	MT-1 Stainless steel base not advised for tilt panels due to corners and transitions	Lance Bemis		
0057	12/7/09	E2.1	Need layout locations for E301 Floor Boxes in Rooms #010, #011	Lance Bemis		
0058	12/7/09	A5.5	No reference to detail #70 for Concrete Curbs, suggest using vendor provided curbs	Lance Bemis		
0059	12/7/09	S4.2	Detail 234 - Notes not legible	Lance Bemis		
0060	12/7/09	S2.2A	Detail 267 - Non-existent	Lance Bemis		
0061	12/7/09	S2.2A	Drawings call for window wall braces per details 235 & 214 between C/D	Lance Bemis		

**Design - American Sports Complex Avondale Facility**      **Project # 120968****Sundt Construction, Inc. (SW)**Future intersection of Civic Center Drive and 114th Avenue  
Avondale, AZ

Tel:      Fax:

Item No.	Date Open	Reference	Review Comments	Initiated by	Agreed Upon Resolution	Is Closed
<b>Design Development</b>						
0062	12/7/09	A4.3	No parapet braces shown but are called in S2.2A	Lance Bemis		
0063	12/7/09	S2.2B	A line refers to Detail 231, Possibly should refer Detail 216	Lance Bemis		
0064	12/7/09	S2.1A	Clarification on reinforcing for Slab on Grade, reinforcing sizes not given	Lance Bemis		
0065	12/7/09	S2.1B	Clarification on reinforcing for Slab on Grade, reinforcing sizes not given	Lance Bemis		
0066	12/7/09	S2.1C	Clarification on reinforcing for Slab on Grade, reinforcing sizes not given	Lance Bemis		
0067	12/7/09	A1.1	Finish Floor Elevations need to be coordinated with Final Infrastructure Drawings	Lance Bemis		
0068	12/7/09	L3.0	Green Screen - No Layout for Panels, Height of screen	Travis Allen		
0069	12/7/09	C7.1	Detail 1 - Specify Truncated Domes, Recommend Pavers	Travis Allen		
0070	12/7/09	C4.1	South Handicap Stall has a 45 curb, verify ADA clearances	Travis Allen		
0071	12/7/09	C4.2	Note 12 - Drive thickness not stated	Travis Allen		
0072	12/7/09	C4.3	North Handicap Stall has a 45 curb, verify ADA clearances	Travis Allen		
0073	12/7/09	C4.3	Verify Distances between proposed stalls on parking lot, 24' or 26'	Travis Allen		
0074	12/7/09	A0.0	Missing Sheets as per drawings legend	Travis Allen		
0075	12/7/09	S1.1	Need job specifics in General Structural notes	Joel Witt		
0076	12/7/09	S2.1A	Provide footing specific information at G/2, Footing appears to be larger than noted	Joel Witt		
0077	12/7/09	S2.2B	Need beam shown in basketball courts for owner provided divider.	Joel Witt		
0078	12/7/09	S3.1	Detail 114 - End wall prior to column, revise detail for column wrap	Joel Witt		
0079	12/7/09	S4.1	Detail 201 - Appears to be a beam detail and not a Joist detailed due to the location	Joel Witt		
0080	12/7/09	S4.2	Detail 223 - Where is this used, no reference point	Joel Witt		
0081	12/7/09	S5.1.3	Top of footing elevations need to be coordinated with Architectural Drawings	Joel Witt		
0082	12/7/09	A0.2	Remove unused typical details	Joel Witt		
0083	12/7/09	A0.3	Remove unused typical details	Joel Witt		

**Design - American Sports Complex Avondale Facility Project # 120968****Sundt Construction, Inc. (SW)**Future intersection of Civic Center Drive and 114th Avenue  
Avondale, AZ

Tel: Fax:

Item No.	Date Open	Reference	Review Comments	Initiated by	Agreed Upon Resolution	Is Closed
<b>Design Development</b>						
0084	12/7/09	A0.4	Remove unused typical details	Joel Witt		
0085	12/7/09	A1.5	Trash enclosure gate - Is there a City of Avondale Standard?	Joel Witt		
0086	12/7/09	A2.1.A	Need to reserve space adjact to side coiling shutter for shutter hardware, may exceed 50"	Joel Witt		
0087	12/7/09	A4.1	Show green screen on elevations	Joel Witt		
0088	12/7/09	A4.1	Glazing height exceeds recommendations, possibility of butt joints and break up glass sections	Joel Witt		
0089	12/7/09	A4.2	Mechanical Screens at roof - Are all screen necessary?	Joel Witt		
0090	12/7/09	A5.5	Roof Sections show sheathing, not necessary for a 15 year warranty	Joel Witt		
0091	12/7/09	A5.5	Detail 66 - Does Roof system section agree with Manufacturer and Spec. - If not, please delete.	Joel Witt		
0092	12/7/09	A2.1.A	Fireproofing is not shown, please include	Joel Witt		
<b>Unspecified Phase</b>						
0001	9/11/09	G01-G03	Conflicting Information regarding type of Drywell. Maxwell Drywell Type IV vs. Maxwell Plus		Use Maxwell Plus	
0002	9/11/09		No Dry Utility Plan exists. What should be carried for Dry Utilities		Sundt will carry and allowance	
0003	9/11/09	Sheet 41 of 46	"Please look at sheet 41 of 96. The pole schedule for Pole E shows pedestrian signals on the pole but not listed in the schedule (ie 2-M/H). Also Pole F is listed as a "Q" - 55'. I think is supposed to be an "R" - 55'."		Please include the pedestrian signals. Per the remarks, "Ped signals shall be turned away from street, for future use." We need this included in your scope of work.	
0004	9/11/09		Plans and Specs don't match for Crosswalk Finish.		Price crosswalk finish per plans	
0005	9/11/09		Actcrete System is very expensive (double cost of walks) Can alternative be priced?		Design team is open to looking at alternatives	
0006	9/11/09		Location of walls detailed on sheet L2.3. Please confirm location		They are located in the park on the east side of the project along Park Ave. Railings will be added at 100%	
0007	9/11/09	Sheet SE-3	NE corner there appears to be a 120v holiday light recept. Shows pullbox however, please clarify		Should be 120V holiday light recept.	
0008	9/11/09		Drawings show no flagpoles. Should we include any		There will be no flagpoles on the project	

**Design - American Sports Complex Avondale Facility****Project # 120968****Sundt Construction, Inc. (SW)**Future intersection of Civic Center Drive and 114th Avenue  
Avondale, AZ

Tel: Fax:

Item No.	Date Open	Reference	Review Comments	Initiated by	Agreed Upon Resolution	Is Closed
<b>Unspecified Phase</b>						
0009	9/11/09	Sheet 41 of 46	Note says "Contractor is responsible for providing all wireless equipment as specified" Above note #14 there is a symbol of a wireless interconnect antenna (by others). Please clarify		All Traffic control equipment is to be furnished by the contractor.	
0010	9/11/09		Can C900 pipe be utilized in lieu of DIP for water piping?		No per the water resources department.	
0011	9/11/09		Can we use HDPE Pipe in lieu of RCP for the Storm Water		No, The cost difference does not justify this change.	
0012	9/11/09		Can an alternate lighting package be proposed in lieu of the LED package		No, This item has been discussed and is not an option.	
0013	9/11/09		Is the locations and quantities of benches shown on the drawings accurate?		Reduce the number of benches from 31 to 16 and price as the backless models	
0014	9/11/09	Sheet L2.2	Is there a revised specification for the site benches?		Use Metal Bench Type B - landscape forms Austin bench, backless, end arms, center arm, Alum. Cantilevered bench	
0015	9/11/09		Alternate Tree Grates		Subs shall propose alternatives, Style shall mimic that shown as much as possible.	
0016	9/11/09	Sheet U01	Refer to Item 5J. Can we use standard tees in lieu of tangential tees specified. This would result in cost savings of \$4,500 +/-.			
0017	9/11/09	Sheet U08	Refer to note 16. We suggest switching the eccentric reducer out for a standard reducer. This would result in a cost savings.			
0018	9/11/09		Please clarify which faces are to receive stone on the Entry Sign wall.			
0019	9/11/09		What is the width of the sign columns? Additional details are required			
0020	9/11/09	Sheets SE-2 - SE-5	Please provide additional information about the conduit and conductors for the site lighting. The plans do not show conduit or conductor sizes.			
0021	9/11/09	Sheets SE-2 - SE-5	Is the backbone power for the site lighting going to be installed by the power company or is this the responsibility of the contractor and subcontractor?			
0022	9/11/09		At this time the costs of the SRP design fees, permits, meter permit fees and other costs associated with SRP are unknown. Would you like us to include these as part of the GMP proposal?		These costs have all been excluded from the GMP proposal.	
0024	10/9/09	Sheet TY01	Is SRP designing to the dry utility locations shown on this sheet or is this a proposed location subject to change. If proposed location should note "proposed - See final utility designs"			

**Design - American Sports Complex Avondale Facility      Project # 120968****Sundt Construction, Inc. (SW)**Future intersection of Civic Center Drive and 114th Avenue  
Avondale, AZ

Tel:      Fax:

Item No.	Date Open	Reference	Review Comments	Initiated by	Agreed Upon Resolution	Is Closed
<b>Unspecified Phase</b>						
0025	10/9/09	Sheet DT05	Refer to detail SD2. The joint trench detail must be shown at this location. It appears that the trench will be driven 12-15' deep due to the SD.			
0026	10/9/09	Sheet DT05 - DT06	Show all joint trench locations on the SD Details. Please note them as proposed if they are subject to changes due to the final utility designs.			
0027	10/9/09	Sheet PP01	Should there be curb cuts at the locations where the sidewalks and the future driveways intercept?			
0028	10/9/09	Sheet PP01	Should the Fire Hydrant be located in the front third of the sidewalk or should this be relocated outside the sidewalk?			
0029	10/9/09	Sheet PP03	Should there be curb cuts at the locations where the sidewalks and the future driveways intercept?			
0030	10/9/09	Sheet PP01-PP	Should sidewalk widths be shown on these sheets to create a relationship between right-of-ways, sidewalks and future stubs, valve boxes etc.?			
0031	10/9/09	All Sheets	All future provisions (sleeving, capped pipes, etc.) should be depicted to far edge of sidewalk, or to r/w, whichever applies.			
0032	10/9/09	Sheet D01	Refer to note 10. Can this pipe be abandon in place in lieu of demoing across Avondale Blvd. to remove?			
0033	10/9/09	Sheet D01	Refer to note 4. Where are the new irrigation facilities noted as being on the plans and prepared by DEA? At this time we have what is shown as being included in eh current set of plans enumerated in the GMP package.			
0034	10/9/09	Sheet D01	Refer to note 11. This note references potential cost due to SRP. We have include nothing beyond demolition of the existing SRP provisions.			
0035	10/9/09	Sheet PP10	Refer to note J and the Dry Utility sleeving shown under the park. These sleeves should at a minimum be shown to the far side of the side walk if not all the way to the right of way.			
0037	10/9/09	Sheet PP12	Refer to storm drain running South. Is there any reason this capped pipe should not be extended all the way to the right of way line or at least to a minimum of out from under the new surface construction?			
0038	10/9/09	Sheet PP12	It appears that the backgrounds from the architectural hardscape plans and the piping plans have not been coordinated. Note the locations of the sawtooth sidewalk on the piping plans and the smooth edge sidewalk on the architectural landscape plans.			

**Design - American Sports Complex Avondale Facility**      **Project # 120968****Sundt Construction, Inc. (SW)**Future intersection of Civic Center Drive and 114th Avenue  
Avondale, AZ

Tel:    Fax:

Item No.	Date Open	Reference	Review Comments	Initiated by	Agreed Upon Resolution	Is Closed
<b>Unspecified Phase</b>						
0039	10/9/09	Sheet U03	Locate drive for temp parking lot. East of the drive there is a fire hydrant. This fire hydrant is in the sidewalk and is going to interfere should it become necessary to utilize a curb cut.			
0040	10/9/09	Sheet L1.1	Locate the roundabout. At the North side of the roundabout there appears to be a retention area. Nothing else references this. Please confirm that there is a 3' deep retention area.			
0041	10/9/09	Sheet L1.1	Refer to the dark band of precast pavers around the roundabout. The Northeast quadrant of this band does not appear to make a perfect circle. If this is not a perfect circle we will require additional layout to complete this.			
0042	10/9/09	Sheet SE-4 of 9	Refer to the location of the future ramadas. It appears that the lights in this location are lighting shrubbery based on the planting plan. Should these lights be lighting something else?			
0043	10/9/09	Sheet G01	The elevations of the curb surrounding the future American Sports Center will not support the single elevation of the building pad. These elevations must be changed.			
0044	10/9/09	Sheet SE-3 of 9	It appears that the backgrounds from the updated landscape plans did not get incorporated into the site electrical plans. There are deviations at the park that do not appear to overlay.			
0045	10/9/09	Sheet L1.4	Locate the monument signage. There are no structural details for the monument sign however it appears that the monument sign and the underground drainage structure will interfere with each other.			

**EXHIBIT D  
TO  
CONSTRUCTION MANAGER AT RISK AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
SUNDT CONSTRUCTION, INC.**

[Supplemental List of Design Documents]

See following page.



# SUNDT

## DOCUMENT LIST

GMP Bid Set "60% Design Package" project documents prepared by Smithgroup, Inc., and dated November 16, 2009.

### Project Documents

<b>Number</b>	<b>Drawings Title</b>	<b>Date</b>
0.0	Cover Sheet	11/16/09
G1.0	Life Safety Plan	11/16/09
C1.1	Civil Cover Sheet	11/16/09
C1.2	Civil Notes Sheet	11/16/09
C4.1	Civil Site Plan	11/16/09
C4.2	Civil Site Plan	11/16/09
C4.3	Civil Site Plan	11/16/09
C4.4	Civil Site Plan	11/16/09
C5.1	Civil Grading & Drainage Plan	11/16/09
C5.2	Civil Grading & Drainage Plan	11/16/09
C5.3	Civil Grading & Drainage Plan	11/16/09
C5.4	Civil Grading & Drainage Plan	11/16/09
C6.2	Civil Utility Plan	11/16/09
C6.4	Civil Utility Plan	11/16/09
C7.1	Civil Details	11/16/09
L1.0	Landscape Cover Sheet	11/16/09
L2.0	Landscape Plan	11/16/09
L2.1	Landscape Plan	11/16/09
L3.0	Landscape Details	11/16/09
L3.1	Landscape Elevations	11/16/09
L3.2	Courtyard Enlargements	11/16/09
L4.0	Irrigation Plan	11/16/09
L4.1	Irrigation Plan	11/16/09
L5.0	Irrigation Details	11/16/09
S1.1	General Structure Notes	11/16/09
S1.2	Typical Details	11/16/09
S1.3	Schedules	11/16/09
S2.1A	Foundation Plan-Area A	11/16/09
S2.1B	Foundation Plan-Area B	11/16/09
S2.1C	Foundation Plan-Area C	11/16/09



# SUNDT

<b>S2.2A</b>	<b>Roof Framing Plan- Area A</b>	<b>11/16/09</b>
<b>S2.2B</b>	<b>Roof Framing Plan – Area B</b>	<b>11/16/09</b>
<b>S2.2C</b>	<b>Roof Framing Plan – Area C</b>	<b>11/16/09</b>
<b>S2.3</b>	<b>‘Lantern’ Plans</b>	<b>11/16/09</b>
<b>S3.1</b>	<b>Foundation Details</b>	<b>11/16/09</b>
<b>S4.1</b>	<b>Framing Details</b>	<b>11/16/09</b>
<b>S4.2</b>	<b>Framing Details</b>	<b>11/16/09</b>
<b>S5.1.1</b>	<b>Panel Elevations – Area B</b>	<b>11/16/09</b>
<b>S5.1.2</b>	<b>Panel Elevations – Area B</b>	<b>11/16/09</b>
<b>S5.1.3</b>	<b>Panel Elevations – Area C</b>	<b>11/16/09</b>
<b>S5.1.4</b>	<b>Panel Elevations – Area C</b>	<b>11/16/09</b>
<b>S5.2</b>	<b>Panel Details</b>	<b>11/16/09</b>
<b>A0.1</b>	<b>Architectural Abbreviations &amp; Symbols</b>	<b>11/16/09</b>
<b>A0.2</b>	<b>Typical Toilet Room Mounting Heights and Stall Configuration Diagrams</b>	<b>11/16/09</b>
<b>A0.3</b>	<b>Typical Mounting Heights and Dimensioning Conventions</b>	<b>11/16/09</b>
<b>A0.4</b>	<b>Typical Rules for Determining Mounting Heights and Locations</b>	<b>11/16/09</b>
<b>A0.5</b>	<b>Typical Reflected Ceiling Plan Location and Configurations</b>	<b>11/16/09</b>
<b>A1.1</b>	<b>Master Site Plan</b>	<b>11/16/09</b>
<b>A1.2</b>	<b>Architectural Site Plan</b>	<b>11/16/09</b>
<b>A1.3</b>	<b>Temporary Parking Lot Site Plan</b>	<b>11/16/09</b>
<b>A1.4</b>	<b>Proposed Architectural Site Plan Utilities</b>	<b>11/16/09</b>
<b>A1.5</b>	<b>Site Details</b>	<b>11/16/09</b>
<b>A2.1</b>	<b>Floor Plan</b>	<b>11/16/09</b>
<b>A2.1.A</b>	<b>Floor Plan – Area A</b>	<b>11/16/09</b>
<b>A2.1.B</b>	<b>Floor Plan – Area B</b>	<b>11/16/09</b>
<b>A2.1.C</b>	<b>Floor Plan – Area C</b>	<b>11/16/09</b>
<b>A2.2</b>	<b>Roof Plan</b>	<b>11/16/09</b>
<b>A3.1</b>	<b>Reflected Ceiling Plan</b>	<b>11/16/09</b>
<b>A3.1.A</b>	<b>Reflected Ceiling Plan – Area A</b>	<b>11/16/09</b>
<b>A4.1</b>	<b>Exterior Building Elevations</b>	<b>11/16/09</b>
<b>A4.2</b>	<b>Building Sections</b>	<b>11/16/09</b>
<b>A4.3</b>	<b>Wall Sections</b>	<b>11/16/09</b>
<b>A4.4</b>	<b>Wall Sections</b>	<b>11/16/09</b>



**SUNDT**

<b>A5.5</b>	<b>Roof Details</b>	<b>11/16/09</b>
<b>A5.7</b>	<b>Entry Feature – Plan, Elevations, Sections and Details</b>	<b>11/16/09</b>
<b>A7.1</b>	<b>Enlarged Toilet Room Plans, Elevations and Details</b>	<b>11/16/09</b>
<b>A7.2</b>	<b>Enlarged Ramp and Stair Plans, Sections and Details</b>	<b>11/16/09</b>
<b>A8.1</b>	<b>Interior Elevations</b>	<b>11/16/09</b>
<b>A9.1.A</b>	<b>Finish Plan – Area A</b>	<b>11/16/09</b>
<b>A9.1.B</b>	<b>Finish Plan – Area B</b>	<b>11/16/09</b>
<b>A9.1.C</b>	<b>Finish Plan – Area C</b>	<b>11/16/09</b>
<b>A9.2</b>	<b>Partition Systems</b>	<b>11/16/09</b>
<b>A9.3</b>	<b>Partition Details</b>	<b>11/16/09</b>
<b>A9.4</b>	<b>Partition Details</b>	<b>11/16/09</b>
<b>A9.5</b>	<b>Opening Schedule, Opening Frame Profiles, Elevations and Details</b>	<b>11/16/09</b>
<b>A9.6</b>	<b>Ceiling Details</b>	<b>11/16/09</b>
<b>M0.1</b>	<b>Mechanical Symbols and Abbreviations</b>	<b>11/16/09</b>
<b>M2.1.A</b>	<b>Level 1 HVAC Plan – Area A</b>	<b>11/16/09</b>
<b>M2.1.B</b>	<b>Level 1 HVAC Plan – Area B</b>	<b>11/16/09</b>
<b>M2.1.C</b>	<b>Level 1 HVAC Plan – Area C</b>	<b>11/16/09</b>
<b>M2.2</b>	<b>HVAC Plan – Roof</b>	<b>11/16/09</b>
<b>M3.1.A</b>	<b>Level 1 Air Distribution Plan – Area A</b>	<b>11/16/09</b>
<b>M4.1.A</b>	<b>Level 1 Piping Plan – Area A</b>	<b>11/16/09</b>
<b>M5.1</b>	<b>Enlarged Mechanical Plan</b>	<b>11/16/09</b>
<b>M6.1</b>	<b>Mechanical Schedules</b>	<b>11/16/09</b>
<b>M7.1</b>	<b>Mechanical Controls</b>	<b>11/16/09</b>
<b>M7.2</b>	<b>Mechanical Controls</b>	<b>11/16/09</b>
<b>M8.1</b>	<b>Mechanical Details</b>	<b>11/16/09</b>
<b>M8.2</b>	<b>Mechanical Details</b>	<b>11/16/09</b>
<b>P2.1.A</b>	<b>Level 1 Plumbing Plan – Area A</b>	<b>11/16/09</b>
<b>P2.1.B</b>	<b>Level 1 Plumbing Plan – Area B</b>	<b>11/16/09</b>
<b>P2.1.C</b>	<b>Level 1 Plumbing Plan – Area C</b>	<b>11/16/09</b>
<b>P4.1</b>	<b>Plumbing Schematics</b>	<b>11/16/09</b>
<b>P4.2</b>	<b>Plumbing Schematics</b>	<b>11/16/09</b>
<b>P4.3</b>	<b>Plumbing Schematics</b>	<b>11/16/09</b>
<b>P5.1</b>	<b>Plumbing Schedules</b>	<b>11/16/09</b>
<b>P6.1</b>	<b>Plumbing Details</b>	<b>11/16/09</b>
<b>E0.01</b>	<b>Electrical Abbreviations and Symbols</b>	<b>11/16/09</b>
<b>E0.2</b>	<b>Electrical – Lighting Fixture, Kitchen</b>	<b>11/16/09</b>



**SUNDT**

<b>Equip., and Elec/Mech Schedules</b>		
<b>E1.1</b>	<b>Electrical – Site Plan</b>	<b>11/16/09</b>
<b>E2.0</b>	<b>Electrical – Composite Plan</b>	<b>11/16/09</b>
<b>E2.1</b>	<b>Electrical – Power Plan Area A</b>	<b>11/16/09</b>
<b>E2.2</b>	<b>Electrical – Power Plan Area B</b>	<b>11/16/09</b>
<b>E2.3</b>	<b>Electrical – Power Plan Area C</b>	<b>11/16/09</b>
<b>E2.4</b>	<b>Electrical – Power Plan Roof</b>	<b>11/16/09</b>
<b>E3.1</b>	<b>Electrical – Lighting Plan Area A</b>	<b>11/16/09</b>
<b>E3.2</b>	<b>Electrical – Lighting Plan Area B</b>	<b>11/16/09</b>
<b>E3.3</b>	<b>Electrical – Lighting Plan Area C</b>	<b>11/16/09</b>
<b>E4.1</b>	<b>Electrical – Special Systems Plan – Area A</b>	<b>11/16/09</b>
<b>E4.2</b>	<b>Electrical – Special Systems Plan – Area B</b>	<b>11/16/09</b>
<b>E4.3</b>	<b>Electrical – Special Systems Plan – Area C</b>	<b>11/16/09</b>
<b>E5.0</b>	<b>One-line, Load Calcs &amp; Feeder Schedule</b>	<b>11/16/09</b>
<b>FP2.1</b>	<b>Composite Fire Protection Plan</b>	<b>11/16/09</b>
<b>FP3.1</b>	<b>Fire Protections Details</b>	<b>11/16/09</b>
<b>Smithgroup Addendum No. 001</b>		
<b>Dated 11/24/09</b>		
<b>Drawings</b>		
<b>Number</b>	<b>Title</b>	<b>Date</b>
<b>L4.0</b>	<b>Irrigation Plan</b>	<b>11/24/09</b>
<b>L4.1</b>	<b>Irrigation Plan</b>	<b>11/24/09</b>
<b>S1.3</b>	<b>Schedules</b>	<b>11/24/09</b>
<b>S2.1A</b>	<b>Foundation Plan – Area A</b>	<b>11/24/09</b>
<b>S2.1B</b>	<b>Foundation Plan – Area B</b>	<b>11/24/09</b>
<b>S2.1C</b>	<b>Foundation Plan – Area C</b>	<b>11/24/09</b>
<b>S2.2A</b>	<b>Roof Framing Plan – Area A</b>	<b>11/24/09</b>
<b>S2.2B</b>	<b>Roof Framing Plan – Area B</b>	<b>11/24/09</b>
<b>S2.2C</b>	<b>Roof Framing Plan – Area C</b>	<b>11/24/09</b>
<b>S4.2</b>	<b>Framing Details</b>	<b>11/24/09</b>
<b>S4.3</b>	<b>Framing Details</b>	<b>11/24/09</b>
<b>S5.1.1</b>	<b>Panel Elevations – Area B</b>	<b>11/24/09</b>
<b>S5.1.2</b>	<b>Panel Elevations – Area B</b>	<b>11/24/09</b>
<b>S5.1.3</b>	<b>Panel Elevations – Area C</b>	<b>11/24/09</b>
<b>S5.1.4</b>	<b>Panel Elevations – Area C</b>	<b>11/24/09</b>
<b>S5.2</b>	<b>Panel Details</b>	<b>11/24/09</b>



**SUNDT**

<b>A1.5</b>	<b>Site Details</b>	<b>11/24/09</b>
<b>A2.1.A</b>	<b>Floor Plan – Area A</b>	<b>11/24/09</b>
<b>A3.1.A</b>	<b>Reflected Ceiling Plan – Area A</b>	<b>11/24/09</b>
<b>A4.1</b>	<b>Exterior Building Elevations</b>	<b>11/24/09</b>
<b>A4.3</b>	<b>Wall Sections</b>	<b>11/24/09</b>
<b>A4.4</b>	<b>Wall Sections</b>	<b>11/24/09</b>
<b>A5.3</b>	<b>Exterior Details</b>	<b>11/24/09</b>
<b>A5.4</b>	<b>Roof Details</b>	<b>11/24/09</b>
<b>A5.5</b>	<b>Roof Details</b>	<b>11/24/09</b>
<b>A7.1</b>	<b>Enlarged Toilet Room Plans, Elevations and Details</b>	<b>11/24/09</b>
<b>A8.1</b>	<b>Interior Elevations</b>	<b>11/24/09</b>
<b>A9.1.A</b>	<b>Finish Plan – Area A</b>	<b>11/24/09</b>
<b>A9.1.B</b>	<b>Finish Plan – Area B</b>	<b>11/24/09</b>
<b>A9.1.C</b>	<b>Finish Plan – Area C</b>	<b>11/24/09</b>
<b>A9.2</b>	<b>Partition Systems</b>	<b>11/24/09</b>
<b>A9.5</b>	<b>Opening Schedule, Opening Frame Profiles, Elevations and Details</b>	<b>11/24/09</b>
<b>A9.9</b>	<b>Interior Details</b>	<b>11/24/09</b>
<b>M2.1.A</b>	<b>Level 1 HVAC Plan – Area A</b>	<b>11/24/09</b>
<b>M2.1.B</b>	<b>Level 1 HVAC Plan – Area B</b>	<b>11/24/09</b>
<b>M2.1.C</b>	<b>Level 1 HVAC Plan – Area C</b>	<b>11/24/09</b>
<b>M3.1.A</b>	<b>Level 1 Air Distribution Plan – Area A</b>	<b>11/24/09</b>
<b>M4.1.A</b>	<b>Level 1 Piping Plan – Area A</b>	<b>11/24/09</b>
<b>M5.1</b>	<b>Enlarged Mechanical Plan</b>	<b>11/24/09</b>
<b>M6.1</b>	<b>Mechanical Schedules</b>	<b>11/24/09</b>
<b>P2.1.B</b>	<b>Level 1 Plumbing Plan – Area B</b>	<b>11/24/09</b>
<b>P3.1</b>	<b>Enlarged Plumbing Plan</b>	<b>11/24/09</b>
<b>P4.3</b>	<b>Plumbing Schematics</b>	<b>11/24/09</b>
<b>Specifications</b>		
<b>033000</b>	<b>Cast In Place Concrete</b>	
<b>071900</b>	<b>Water Repellants</b>	
<b>074213</b>	<b>Metal Wall Panels</b>	
<b>081416</b>	<b>Flush Wood Doors</b>	
<b>087100</b>	<b>Door Hardware</b>	
<b>092900</b>	<b>Gypsum Board</b>	
<b>095123</b>	<b>Acoustical Tile Ceilings</b>	
<b>102226</b>	<b>Operable Partitions</b>	
<b>102800</b>	<b>Toilet, Bath and Laundry Accessories</b>	
<b>116623</b>	<b>Gymnasium Equipment (N.I.C.)</b>	



**SUNDT**

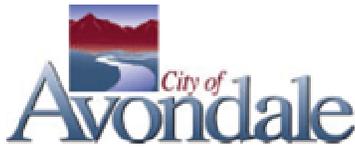
122413	Roller Window Shades	
321813	Synthetic Grass Surfacing	
	<b>Smithgroup Addendum No. 002</b>	<b>Dated 12/01/09</b>
	<b>Drawings</b>	
<b>Number</b>	<b>Title</b>	<b>Date</b>
S1.1	General Structural Notes	12/01/09
S1.2	Typical Details	12/01/09
S1.3	Schedules	12/01/09
S2.2A	Roof Framing Plan – Area A	12/01/09
S2.2B	Roof Framing Plan – Area B	12/01/09
S2.2C	Roof Framing Plan – Area C	12/01/09
S4.1	Framing Details	12/01/09
S5.1	Panel Details	12/01/09
S5.1.1	Panel Elevations – Area B	12/01/09
S5.1.2	Panel Elevations – Area B	12/01/09
S5.1.3	Panel Elevations – Area C	12/01/09
S5.1.4	Panel Elevations – Area C	12/01/09
M2.1.A	Level 1 HVAC Plan – Area A	12/01/09
M2.1.B	Level 1 HVAC Plan – Area B	12/01/09
M2.1.C	Level 1 HVAC Plan - Area C	12/01/09
M4.1.A	Level 1 Piping Plan – Area A	12/01/09
M5.1	Enlarged Mechanical Plan	12/01/09
M6.1	Mechanical Schedules	12/01/09
M7.1	Mechanical Controls	12/01/09
M7.2	Mechanical Controls	12/01/09
P4.3	Plumbing Schematics	12/01/09
	<b>Specifications</b>	
075423	Thermoplastic Polyolefin Roofing	
084113	Aluminum Framed Entrances and Storefronts	
104413	Fire Extinguisher Cabinets	
115213	Projection Screens	
220548	Vibration and Seismic Controls for Plumbing Piping and Equipment	
230548	Vibration and Seismic Controls for HVAC Piping and Equipment	
233713	Diffusers, Registers and Grilles	
<b>Sundt Addendum No. 1</b>		<b>11/19/09</b>
<b>Sundt Addendum No. 2</b>		<b>11/24/09</b>



# SUNDT

---

<b>Sundt Addendum No. 3</b>	<b>11/30/09</b>
<b>Sundt Post-Closing Addendum No. 1</b>	<b>12/02/09</b>
<b>Sundt Post Closing Addendum No. 2</b>	<b>12/03/09</b>



# CITY COUNCIL REPORT

**SUBJECT:**

Professional Service Agreement Amendment No.1  
with SmithGroup for Architectural Design services  
for the Retail Portion of American Sports Center-  
Avondale

**MEETING DATE:**

January 4, 2010

**TO:** Mayor and Council

**FROM:** Daniel Davis, Parks, Recreation & Libraries Director (623)333-2411

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve Amendment No.1 to the professional Services Agreement with SmithGroup for architectural design services for the retail portion of the American Sports Center-Avondale facility in the amount of \$161,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City of Avondale entered into a Professional Service Agreement with SmithGroup in June 2009 to provide architectural design services for the American Sports Center Facility. SmithGroup is nearing the completion of the design and construction of the American Sports Center multi-purpose indoor recreational facility is scheduled to begin in January 2010. American Sports Center-Avondale is an 83,000 sf indoor recreation facility that will provide program opportunities for basketball, volleyball, soccer and other recreational uses. An additional 30,000 s.f. of commercial retail space was planned on the west side of the main building to provide additional business opportunities and to help screen the mass of the sports facility. SmithGroup completed 30% schematic designs for the commercial retail portion of the building which provided coordination of public infrastructure and facade development.

**DISCUSSION:**

Staff has been working to secure commitments from tenants for the commercial retail portion of the project, and believes that we are close enough that it would be in the best interest of the City of Avondale to have SmithGroup complete the plans and specifications for the commercial retail portion of the project. Since SmithGroup has already completed the 30% schematic design, their scope of work will include architectural design at the 60% and 90% levels and 100% construction documents. During the design phase, our Construction Manager at Risk, Sundt Construction will work side by side with the City and SmithGroup to develop the construction costs for the work. The scope of work and fee proposal from SmithGroup includes full architectural design and construction plans and specifications, and reimbursable expenses in an amount not to exceed \$6,000

**BUDGETARY IMPACT:**

The funding for the architectural design services is budgeted in the Parks Capital Improvement Fund No. 310-1119-00-8210.

**RECOMMENDATION:**

Staff recommends that the City Council approve Amendment No.1 to the Professional Services Agreement with Smith Group for architectural design services for the retail portion of the American

Sports Center-Avondale facility in the amount of \$161,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

 [PSA - Amendment 1](#)

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
SMITHGROUP, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of January 4, 2010, between the City of Avondale, an Arizona municipal corporation ("City"), and SmithGroup, Inc., a Michigan corporation (the "Consultant").

RECITALS

A. The City and Consultant entered into a Professional Services Agreement dated June 15, 2009 (the "Agreement") for the design of the American Sports Center, a community recreation facility, located south of Corporate Drive, north of Van Buren Street and east of Avondale Boulevard in the City Center Planning Area in Avondale, Arizona (the "Facility") and the preliminary (30%) design of the retail component of the Facility (the "Services").

B. The City has determined that it is necessary that the Consultant complete the design of the retail component of the Facility (the "Additional Services").

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

AGREEMENT

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

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

2. Compensation. The Consultant's total compensation under the Agreement shall be increased by \$161,000.00 from \$767,300.00 to \$928,300.00, which amount includes reimbursable expenses in an amount not to exceed \$6,000.00, as consideration for the Additional Services as set forth in the Additional Scope of Work and Fee Proposal, attached hereto as Exhibit A.

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

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

5. Conflict of Interest. This First Amendment may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

**“City”**

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

**“Consultant”**

SMITHGROUP, INC., a Michigan  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



EXHIBIT A  
TO  
FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
SMITHGROUP, INC.

[Additional Scope of Work and Fee Proposal]

See following pages.

## **Avondale Sports Center Retail Component --- December 18, 2009**

### **PROJECT DESCRIPTION**

Following is intended to describe the design services being offered to take the completed schematic design for the retail core & shell components of the Sports Center project, performed under the base Agreement dated June 23, 2009, through design development, construction documents and construction administration.

The retail core & shell consists of approximately 28,000 sq ft. as depicted in the City-approved design drawing(s) dated August 31, 2009. Upon approval of this scope and fee, a change order to the base Agreement will be executed. All provisions of the base Agreement will govern where applicable to the retail component.

### **GENERAL PROJECT ADMINISTRATION SERVICES**

- SmithGroup will work with the CMAR in considering the value of alternative materials, building systems and equipment, together with other considerations based on program, budget, and aesthetics, in developing the design for the project.
- SmithGroup will submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner.
- SmithGroup will file documents required for the approval of governmental authorities having jurisdiction over the project. City review and permit fees are not included.
- Design team will make up to two presentations to City Council during the design phase.
- SmithGroup will be responsible for hiring and holding the contracts for specialty design consultants as identified below.

### **30% DESIGN**

NOT INCLUDED. Provided under the base Agreement.

### **60% DESIGN**

ARCHITECTURE / MEP – SmithGroup

- Based on the Owner-approved 30% Design Documents and updated budget for the Cost of the Work, develop the design for the retail core & shell component, establishing the scope, relationships, forms, size and appearance by means of plans, sections and elevations, typical construction details, and equipment layouts. Include progress specifications that identify major materials and systems and establish in general their quality levels and performance standards.
- Heating ventilating and air conditioning drawings indicating core & shell duct distribution pathways, duct sizes in shafts, mechanical equipment room layouts, and temperature control zones.
- Plumbing drawings indicating routing of core & shell water, waste, and storm drainage systems. System riser diagrams and equipment schedules.
- Fire protection drawings identifying location of main risers, areas to be sprinkled, type of system, and design criteria. Final specific system design will be a deferred submittal.

- Electrical drawings indicating core & shell equipment room layouts, equipment schedules, riser diagrams for power, and fire alarm systems. Floor plan drawings showing core & shell lighting fixtures, location of receptacles.
- Coordinate telephone, data, TV requirements, if any in the core & shell, with Owner's IT Department and Owner's teledata/telecom vendor.
- Coordinate security power/data requirements with Owner's vendor.
- Answer questions and provide clarifications to the CMAR in the preparation of their preliminary GMP. Modify the design graphics to incorporate Owner and CMAR budget-driven changes.
- Assist in matters related to City of Avondale Building Department and other public agencies.
- Proposal is based on the 60% Design Phase taking 4 weeks.

#### CIVIL – Dibble Engineering

- Prepare plans for modifying the site; grading & drainage; and utility plan as required.

#### STRUCTURAL - CTS

- Prepare preliminary calculations for primary structural system. Prepare preliminary foundation and framing documents with layout of typical component sizes. Prepare typical details, structural notes.

### **90% CONSTRUCTION DOCUMENTS**

#### ARCHITECTURE / MEP – SmithGroup

- Provide Construction Documents based on the Owner-approved 60% Design Documents and updated budget for the Cost of the Work, setting forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. Fire protection system will be provided as design-build by the CMAR's selected Sub-Contractor.
- Provide input to project team members as required.
- Proposal is based on the 100% Construction Documents Phase taking 8 weeks.

#### CIVIL, STRUCTURAL

- Provide Construction Documents, in the form of Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

#### SUBMIT for PERMIT

- Submit signed and sealed permit documents as required by state law to the City for permit review and assist in the building permit process.

### **100% CONSTRUCTION DOCUMENTS**

#### ARCHITECTURE / MEP – SmithGroup

- Modify the documents as required by City review, and re-submit for final review and permit.
- Answer questions and provide clarifications to the CMAR in the preparation of their final GMP, to be based on 100% documents and prepared by the CMAR simultaneously with City review for permit.

- Proposal is based on the Permits Phase taking 4 weeks.
- Provide input to project team members as required.

CIVIL, STRUCTURAL

- Submit signed and sealed permit documents as part of the Architectural submittal. Modify the documents as required by City review, and re-submit for final review and permit.

**CONSTRUCTION ADMINISTRATION**

- This proposal does not include additional time & materials to perform the Construction Administration services for the Retail component. It is assumed the Construction Administration as delineated in the base Agreement can be performed at the same time as the Sports Center.

**GENERAL ASSUMPTIONS AND CLARIFICATIONS**

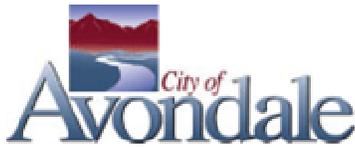
1. We have not included any municipal or public utility fees in our proposal including, but not limited to development fee, plan check fees, power company utility fees, water or sewer fees, cable TV fees, phone company fees, gas company fees, and the like
2. We have assumed standard wet fire protection throughout the facility. Any special fire protection for future Kitchens would be included in the hood equipment itself.
3. We have included a reimbursable allowance for drawing reproduction sufficient for design, presentations, review and checking and submittal for required permits within our proposal. It is our understanding that all CMAR document reproduction for bidding and construction will be at CMAR's expense.
4. We have not included Food Service design consulting.

**COMPENSATION**

- Avondale's investment in our design services will be a lump sum based on the following schedule:

60% Design	\$ 93,000
90% Design	\$ 54,000
<u>100% Design</u>	<u>\$ 8,000</u>
Total lump sum	\$ 155,000

- Reimbursable expenses are estimated at \$6,000.
- Sub-consultant fees quoted above include a 10% markup to SmithGroup. Labor will be invoiced and due monthly on the basis of work completed. Reimbursable expenses will be invoiced monthly at cost plus 10%.



# CITY COUNCIL REPORT

**SUBJECT:**

Mayor Lopez Rogers Submission in 2010 for NLC  
2nd Vice President

**MEETING DATE:**

January 4, 2010

**TO:** Mayor and Council  
**FROM:** Sammi Curless  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Mayor Marie Lopez Rogers would like to request the support of the City Council in seeking candidacy for the National League of Cities (NLC) 2nd Vice President position in 2010.

**BACKGROUND:**

This past fall, Mayor Lopez Rogers participated in the NLC 2nd Vice President nomination process while at the NLC Congress of Cities conference in San Antonio. This process proved to be an insightful leadership opportunity for the Mayor as she was able to hear from many elected officials from across the country about the issues that are affecting their communities. At the urging of numerous NLC members and the various NLC constituent groups, the Mayor is considering submitting her name for the 2nd Vice President position at the Fall 2010 NLC conference in Denver, CO.

**DISCUSSION:**

With the Mayor in a leadership position within the NLC organization, Avondale will be represented at national events and be involved in conversations with high-level federal government officials, thereby putting the spotlight on the Valley and Avondale.

Mayor Rogers' dedicated, long term involvement in various leadership roles at the NLC makes her an ideal candidate for the 2nd Vice President position. An NLC member since 1996, she has served on the NLC Advisory Council; she is a former member of the NLC Board of Directors, a former member of the Officer Nominating Committee, a member a past president of the Hispanic Elected Local Officials (HELO), and a member and past president of Women in Municipal Government (WIMG).

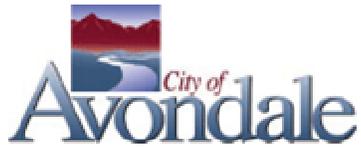
**BUDGETARY IMPACT:**

To ensure that the Mayor has the necessary funds to accomodate travel to NLC meetings and constituency group conferences during 2010 prior to the NLC fall conference, the Mayor seeks Council approval of the transfer of \$3,000 from the general Council meeting expense line item (101-5000-00-6540) to the general Council marketing expense line item (101-5000-00-6525). The marketing line item currently includes funds associated with the Mayor's travel to Washington, DC for lobbying efforts. This transfer will not add to the general City Council budget.

**RECOMMENDATION:**

Mayor Lopez Rogers requests Council's support for her 2nd Vice President run and for support of the transfer of funds.

**ATTACHMENTS:** none



# CITY COUNCIL REPORT

**SUBJECT:**  
EXECUTIVE SESSION

**MEETING DATE:**  
January 4, 2010

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

**PURPOSE:**

The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding the Hummingbird condemnation case.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available