CITY COUNCIL AGENDA

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

REGULAR MEETING
May 7, 2012
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 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. **Recognition of Avondale's Citizen Leadership Academy Class VI participants.**

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 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. Budget Meeting of April 9, 2012
2. Regular Meeting of April 16, 2012

b. **LIQUOR LICENSE - CONTINUATION OF SERIES 12, RESTAURANT LICENSE TO SELL ALL SPIRITUOUS LIQUORS - GAME TIME SPORTS GRILL**
City Council will consider a request from Mr. Randy Nations for Continuation of a Series 12 Restaurant License to sell spirituous liquors at Game Time Sports Grill located at 1729 N Dysart Road in Avondale. The Council will take appropriate action.

c. **COOPERATIVE PURCHASING AGREEMENT - TRUCKS WEST OF PHOENIX, INC.**
City Council will consider a request to approve a Cooperative Purchasing Agreement with Trucks West of Phoenix, Inc. for the purchase of two refuse trucks in an amount not to exceed $532,904.40 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. **PROFESSIONAL SERVICES AGREEMENT - AMEC EARTH & ENVIRONMENTAL, INC. – PHASE I AND II ENVIRONMENTAL SITE ASSESSMENTS**
City Council will consider a request to approve a Professional Services Agreement with AMEC Environmental & Infrastructure, Inc. to prepare Phase I and II Environmental Site Assessments in the amount of $54,825, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **ADDENDUM TO AGREEMENT FOR SERVICES - SIEMENS INDUSTRY, INC.**
City Council will consider a request to approve an addendum to the agreement for services with Siemens Industry, Inc. to provide heating, ventilating and air conditioning mechanical services for the Civic Center Campus Library in the amount of $156,601 over five years and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - CAROLLO ENGINEERS, INC.**
City Council will consider a request to approve a First Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for PRV Station Design by increasing the agreement amount by $26,794 for a total of $56,376, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **FIRST AMENDMENT TO CONSTRUCTION CONTRACT – TECHNOLOGY CONSTRUCTION INC.FOR VAN BUREN BRIDGE REPAIRS**
City Council will consider a request to approve the first amendment to the construction contract with Technology Construction Inc. to provide additional concrete repair services for the Van Buren bridge over the Agua Fria River, authorize the necessary transfer, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - KIMLEY-HORN AND ASSOCIATES, INC.**
City Council will consider a request to approve a Second Amendment to the Professional Services Agreement with Kimley-Horn and Associates for South Avondale CADD Services by increasing the agreement amount by $65,022 for a total of $159,345, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **RESOLUTION 3039-512 - INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR ENVIRONMENTAL SITE ASSESSMENTS**
City Council will consider a resolution authorizing an Intergovernmental Agreement with the Arizona Department of Environmental Quality relating to Phase I and Phase II environmental site assessments, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. **RESOLUTION 3040-512 - MEMORANDUM OF UNDERSTANDING - STATE OF ARIZONA COUNTER TERRORISM INFORMATION CENTER**
City Council will consider a resolution approving a Memorandum of Understanding with the State of Arizona relating to the use of counter terrorism information and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 **PUBLIC HEARING - PROPOSED ANNEXATION - LITTLETON ELEMENTARY SCHOOL DISTRICT**

City Council will hold a public hearing regarding the proposed annexation of APN 500-30-0231 owned by the Littleton Elementary School District and located south of the southwest corner of Avondale Boulevard and Buckeye Road. The Council will take appropriate action.

6 **AMENDMENTS TO DEFERRED COMPENSATION PLANS**

City Council will consider a request to authorize the City Manager to review and approve, as appropriate, proposed amendments to the deferred compensation plans adopted by the City on an ongoing basis as long as there is no financial impact to the city. The Council will take appropriate action.

7 ADJOURNMENT

Respectfully submitted,

Carmen Martinez
City Clerk

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

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

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.

CITY COUNCIL REPORT

SUBJECT:
Recognition of Avondale Citizen Leadership Academy Class VI graduates

MEETING DATE:
May 7, 2012

TO: Mayor and Council

FROM: Pier Simeri, Community Relations Director (623) 333-1611

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Avondale City Council will recognize the participants of Avondale's Citizen Leadership Academy, who took time out of their busy schedules to succesfully complete 10 weeks of insighful workshops and informative tours to learn more about their community and how the City of Avondale functions as an organization dedicated to public service.

BACKGROUND:

In 2007, Avondale launched its first Citizen Leadership Academy as a means of accomplishing a goal of the City Council to encourage community involvement. Avondale's Citizen Leadership Academy is a ten-week program that offers a comprehensive, behind-the-scenes perspective on city government, with interactive and informative workshops on topics ranging from how the city runs to future development and building strong neighborhoods. Participants take part in a "quality of life" tour of city parks and facilities, serve as a "jury" in a mock court trial, and are offered a close up view of public safety vehicles and apparatus during the public safety workshops.

DISCUSSION:

Since its inception, the Citizen Leadership Academy has met the Council's goal of encouraging community involvement because many of the graduates from the program have "answered the call" to public service by becoming more involved in their community -- whether it's serving on an HOA board or joining a city Board, Commission or Committee. Some have even run for public office at the local or state level. Staff is aware that it takes a great commitment on the behalf of the academy's participants, and as a result, the city would like to recognize the following members of Class VI for their active participation, insighful questions and anticipated continued involvement in their community.

- Louise Battaglia
- Aaron Cheatham
- Richard Childress
- Mary Ciulei
- Patricia Dennis
- Nicole Harris
- Gayle Hemmings
- Charles Henson
- Gudrun Henson
- Laurent Kounouho
- Kim McIntier
- Patty Pauly
- Jean Stahl

BUDGETARY IMPACT:

The Community Relations Department budgets approximately $2,600 annually for the program, to cover costs for a tour bus, meals, and materials/handouts.

RECOMMENDATION:

The Mayor and Council are asked to congratulate and recognize the graduating members of Avondale's Citizen Leadership Academy Class VI.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
May 7, 2012

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:
Liquor License - Continuation of Series 12, Restaurant License to sell all spirituous liquors - Game Time Sports Grill

MEETING DATE:
May 7, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request from Mr. Randy Nations for Continuation of a Series 12 Restaurant License to sell spirituous liquors at Game Time Sports Grill located at 1729 N Dysart Road in Avondale.

BACKGROUND:

Game Time Sports Grill was first licensed in 2007 with a Series 12 Restaurant License to sell all spirituous liquor. In 2011 Council considered and approved an application for acquisition of control of that liquor license triggered by modifications to the membership of the limited liability corporation.

A series 12 license requires that the establishment derive at least forty percent of its gross revenue from the sale of food.

DISCUSSION:

An audit conducted by the Arizona Department of Liquor Licenses and Control determined that Game Time Grill derived less than 40 percent of its gross revenue from the sale of food. Because their percentage is more than 30 percent, the establishment is allowed to apply for a continuation of the Series 12 license based on the following conditions:

1. Consideration of the application for continuation by the local jurisdiction
2. Payment of $30,000 fee to the Department of Liquor Licenses and Control

If approved, Game Time Grill will hold a Series 12A Grill License, which is a variation of the restaurant license. This license requires that between 30 to 40 percent of gross revenue be derived from the sale of food. As opposed to a regular Series 12 license, a Series 12A license is not transferable.

State Statute requires the City to process the application for continuation in a similar fashion as a new license. The application has been posted at the location for 20 days, a notice was published in the West Valley View on April 27 and May 3, 2012 and the application was reviewed and approved by the Development Services, Police and Fire Department.

RECOMMENDATION:

Staff is recommending approval of a request from Mr. Randy Nations for Continuation of a Series 12 Restaurant License to sell all spirituous liquors at Game Time Sports Grill located at 1729 N Dysart Road in Avondale.

ATTACHMENTS:

Click to download

- Application
- Department Review
- Posting photos
- Vicinity Map

'12 MAR 29 Liq. Lic. AM 8:56

State of Arizona Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602)542-5141

Request for Approval for Continuation of Restaurant License Pursuant to A.R.S. §4-213(E)
One-time $30,000 Fee Due upon Issuance

License No: 12077305 Agent's/Licensee's Name: Nations (Last) Randy (First) D. (Middle)

☐ Individual ☐ Partnership ☑ LLC ☐ Corporation ☐ JTWROS ☐ N/A

Corporation/Partnership/LLC: Game Time Sports Grill LLC A.C.C. File #: L-1328533-3
Exactly as it appears on Articles of Incorporation or Articles of Organization

Business Name: Game Time Sports Grill
Exactly as it appears on License

Business Address: 1729 N. Dysart Rd.
Street Address (Do not use P.O. Box Number)

Avondale	Maricopa	Arizona	85323
City	County	State	Zip

Business Phone: (623) 535 - 7117

Mailing Address: _____

City State Zip

For purposes of this application, "percentage verification" is defined as a 6-month financial review for the purposes of verifying actual food sales percentage.

IMPORTANT! Please Note: If you have not been audited by the Dept. of Liquor Licenses and Control within the past 12 months, a *Percentage Verification* will be conducted. Certain records will be required for this process. These records must be original records (copies of sales tax reports are acceptable). All records listed below must be complete and submitted to the department or you **will not** be eligible for consideration for a Continuation of Restaurant License. The records must be presented to the Department of Liquor Licenses and Control at 800 W. Washington, 5th Floor, Phoenix, AZ 85007-2934 within 10 days of the filing of this form. If the *Percentage Verification* proves less than 30% food sales, a complete audit may be conduced by the department's audit staff which may result in the potential revocation of your liquor license.

Items required for verification period

1. Menu and drink price list used
2. All food and liquor invoices and receipts
3. X and Z tapes accompanied by detailed daily sales journals. If you are using a POS system, provide detailed daily sales journals only. The daily sales journals must separate food, liquor and miscellaneous sales.
4. Copies of any coupons or specials
5. Records of all complimentary items served separating food and liquor
6. Bank Statements
7. Financial Statements (Balance Sheet and Profit and Loss Reports for each month)
8. Transaction Privilege Tax Reports (Sales Tax)
9. Guest Checks

This Section for Department of Liquor Use Only

Director	Approve	Disapprove	Date
Jon Vernon 3-30-12	3.30.12		

06/2010

'12 MAR 29 Liq. Lic. AM 8:56

Diagram of Premises: Complete a detailed diagram of your current floor plan. Restaurants must depict kitchen equipment and dining facilities. (Blueprints will not be accepted. Diagram must be on this form.)

1. Check all boxes that apply to your licensed premises:

   - [x] Entrance/Exits
   - [ ] Drive-thru windows
   - [ ] Service windows
   - [x] Liquor Storage Areas
   - [x] Patio Enclosures

2. The licensed premises consists of 3,600 total square feet.

3. Kitchen occupies 25 percent of total floor space.

4. 70 percent of the public interior area floor space consisting of pool tables, dart or arcade games, barstools, cocktail tables and similar types of seating and dance floors.

5. Aggregate area of all dance floors is 0 percent of the total floor space of the public area of the premises.

6. Please identify the area where spirituous liquor is dispensed, sold, served, consumed or stored.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

Diagram attached

YOU MUST NOTIFY DEPARTMENT OF LIQUOR WHEN MAKING ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, DRIVE-THRUS OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

'12 MAR 29 Liq. Lic. AM 8:56

I Joseph Zozaya, the agent/licensee for Game Time Sports Grill,
Printed Name of Agent/Licensee — Name of Business

am requesting consideration for a Continuation of Restaurant License pursuant to A.R.S. §4-213 (as provided on reverse side), and I declare that:

1) The above establishment is maintaining a food sales percentage of at least 30% but less than 37%;

2) I understand that should I be approved for the Continuation of a Restaurant License, that the license is not transferable and can only be maintained under the approved business name, entity and location.

3) I understand that if the establishment were approved and subsequently there were changes in the operation of the restaurant in any way that materially or detrimentally affects the representations made on this application, the Department may initiate an audit or terminate the license without an audit.

4) If approved for a Continuation of a Restaurant License, I understand there will be a one-time $30,000 fee payable at the time of issuance in addition to the statutory mandated renewal fees.

5) I have read the application form for Continuation of a Restaurant License and certify that all of the contents and statements are true, correct and complete.

X [signature] Signature — 3/28/12 Date

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

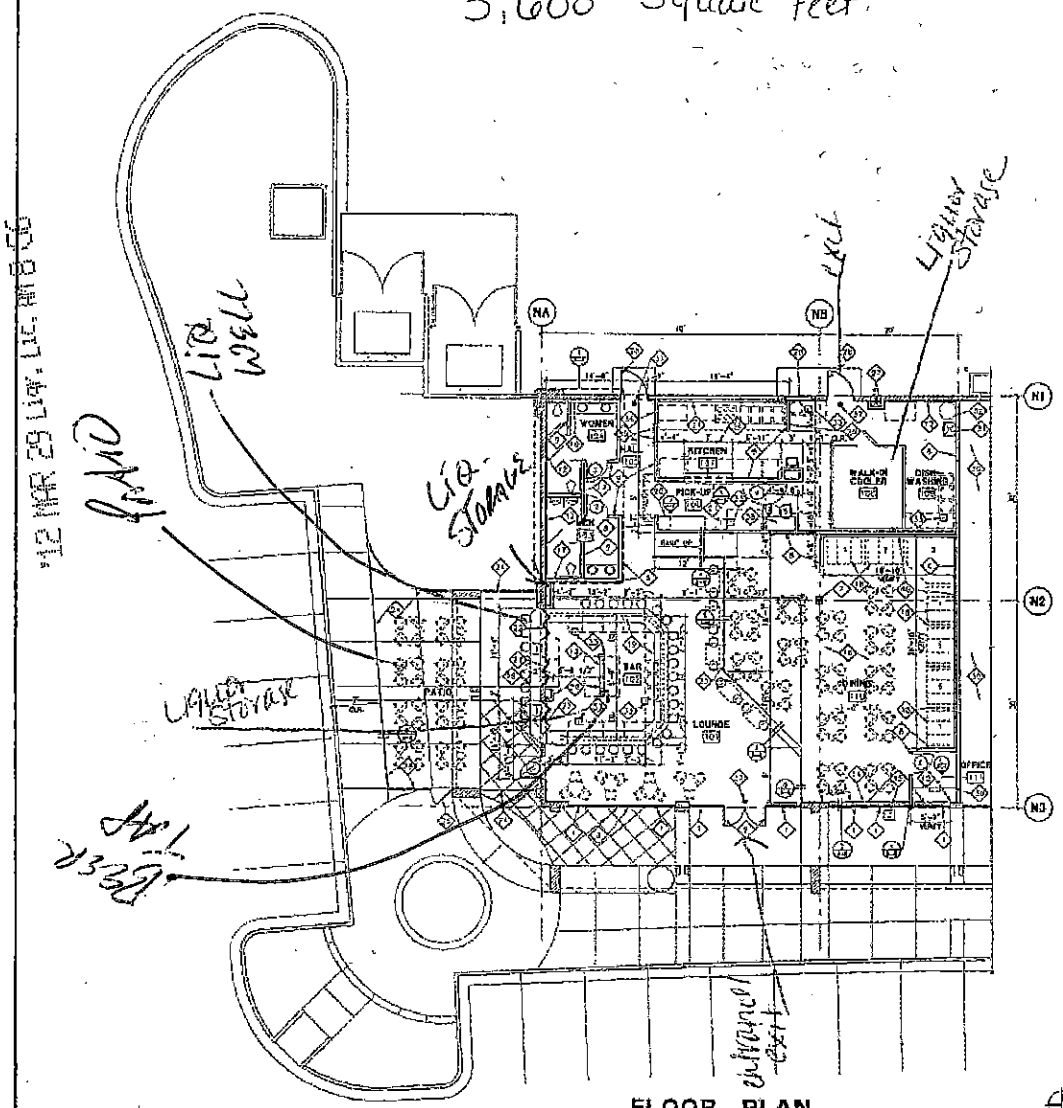
28th day of March, 2012
Date — Month — Year

My commission expires on: [signature] Signature of NOTARY PUBLIC — 3-28-2012 Date

JANICE S. NORDMARK
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Nov. 6, 2016

'12 MAR 29 LIC. AM 8:56

3,600 Square feet.



FLOOR PLAN

SCALE: 1/8" = 1'-0"

KEYED NOTES

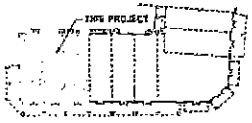
1. EXISTING ALUMINUM SHOPFRONT TO REMAIN
2. EXISTING TEMPERED GLASS AND ALUMINUM FRAMED ENTRANCE TO REMAIN
3. EXISTING TEMPERED GLASS AND ALUMINUM FRAMED ENTRANCE TO REMAIN PERMANENTLY LOCKED WITH PANIC FULL HARDWARE REMOVED
4. EXISTING TEMPERED GLASS AND ALUMINUM FRAMED ENTRANCE TO BE REMOVED. INFILL OPENING WITH ALUMINUM SHOPFRONT AND GLAZING TO MATCH EXISTING RETAIL CENTER. PROVIDE TEMPERED GLAZING AS REQUIRED
5. NEW EXTERIOR WALL - 1 HOUR IMPACT RESISTANT EIFS (10 GL HR) INCORPORATING FRAM WITH BITUMINOUS COLOR, SILICONE ENHANCED ELASTOMERIC FINISH OVER 3/8" EXTERIOR GRADE GYP. SHEATHING (EXTENDED OVER 6" METAL STUDS IN ONE LAYER 3/8" GYP. BD INTERIOR) EXISTING ALUMINUM SHOPFRONT TO BE REMOVED (TO 8'-0" AFF) FROM THIS AREA. MATCH COLOR AND TEXTURE OF ADJACENT EIFS
6. EXISTING (1 HOUR) EXISTING HALLWAY FIRE OCCUPANCY SEPARATION WALL - ADD THIS LAYER 5/8" TYPE "X" GYP. BD TO 1 HR. REMAIN STRUCTURE ABOVE
7. DEFINED COLUMN - ONE LAYER OF 5/8" GYP. BD OVER 1 5/8" METAL STUDS (EXTEND GYP. BD AND STUDS FULL HEIGHT TO ROOF STRUCTURE ABOVE
8. TYPICAL INTERIOR PARTITION - 5/8" GYP. BD. MOISTURE RESISTANT AT TOILET ROOMS ON EACH SIDE OF 3 5/8" METAL STUDS AT 24" O.C. EXTEND GYP. BD AND STUDS FULL HEIGHT TO UNDERSIDE OF ROOF STRUCTURE ABOVE. HANGER BOTTOM TRACK @ 24" O.C. WITH REDHEAD 1000 SERIES DRIVE PIN (#6 DIA. R.C.S.D. #1144) (ATTACH BOTTOM TRACK TO PLYWOOD DECK WITH PAIRS OF #10 x 3/4" LONG SCREWS @ 16" O.C. AT OPENING)
9. INTERIOR PARTITION - 5/8" GYP. BD (MOISTURE RESISTANT AT TOILET ROOMS) EACH SIDE OF 3 1/5" METAL STUDS AT 24" O.C. EXTEND GYP. BD AND STUDS TO 5' ABOVE HIGHEST ADJACENT CEILING. PROVIDE DIAGONAL BRACES AT 40" O.C. HANGER BOTTOM TRACK @ 24" O.C. WITH REDHEAD 1000 SERIES DRIVE PIN (#6 DIA. R.C.S.D. #1144)
10. WALL FURRING - ONE LAYER 5/8" GYP. BD (MOISTURE RESISTANT AT TOILET ROOMS) OVER 6" METAL STUDS AT 24" O.C. WITH R-19 THERMAL BATT INSULATION. EXTEND GYP. BD., BATTS AND STUDS 10'-0" ABOVE CEILING. HANGER BOTTOM TRACK @ 24" O.C. WITH REDHEAD 1000 SERIES DRIVE PIN (#6 DIA. R.C.S.D. #1144)
11. WALL FURRING - ONE LAYER 5/8" GYP. BD OVER 3 5/8" METAL STUDS AT 24" O.C. WITH R-19 THERMAL BATT INSULATION. EXTEND GYP. BD., BATTS AND STUDS TO 5' ABOVE CEILING. HANGER BOTTOM TRACK @ 24" O.C. WITH REDHEAD 1000 SERIES DRIVE PIN (#6 DIA. R.C.S.D. #1144)
12. WALL FURRING - ONE LAYER 5/8" GYP. BD. (MOISTURE RESISTANT AT TOILET ROOMS) OVER 3 5/8" METAL STUDS AT 24" O.C. (WITH R-19 THERMAL BATT INSULATION). EXTEND GYP. BD., BATTS AND STUDS TO 5' ABOVE CEILING. HANGER BOTTOM TRACK @ 24" O.C. WITH REDHEAD 1000 SERIES DRIVE PIN (#6 DIA. R.C.S.D. #1144)
13. PARTIAL HEIGHT WALL - 6" METAL STUDS (20 GA) @ 16" O.C. (1/2" TALL WITH 5/8" GYP. BD. FULL HEIGHT ON BOTH SIDES (DOUBLE TOP TRACK). ATTACH BOTTOM TRACK TO SLAB WITH 1/4" DIA. EXPANSION ANCHORS @ 24" O.C.
14. PARTIAL HEIGHT WALL - METAL STUDS (20 GA) @ 16" O.C. WITH ONE LAYER 5/8" GYP. BD ON HIGH SIDE AND TOP DOUBLE TOP TRACK. TOP OF WALL TO ALIGN WITH TOP OF HORIZONTAL PILLOW. ATTACH BOTTOM TRACK TO SLAB WITH 1/4" DIA. EXPANSION ANCHORS @ 24" O.C.
15. PROVIDE BLOCKOUT FILL ON INSIDE FACE OF EXTERIOR WINDOWS AT PARTIAL WALL LOCATION
16. HANGER PLATFORM - 5/8" THICK PLYWOOD OVER 2x12 FLOOR JOISTS @ 24" O.C.
17. 6" METAL STUDS AT PLUMBING WALL
18. BROWSERVED SEATING - FINAL CONFIGURATION TO BE DETERMINED BY MANUFACTURER
19. BAR TOP @ 42" AFF (ON TOP OF PARTIAL HEIGHT WALL - MATERIALS AND FINAL CONFIGURATION TO BE DETERMINED BY OWNER & BAR FABRICATOR
20. COUNTERTOP AT 30" AFF WITH ADJUSTABLE SHELVES IN CABINET BELOW PLASTIC LAMINATE FINISH
21. PICKUP WINDOW (STAINLESS STEEL SILL) @ 42" AFF (36" WIDE OPENING)
22. TOP WINE SHELVES HANGING ABOVE BANTER, NEW EXTERIOR WALL BELOW BANTER
23. PLATFORM RAILING - REFER TO DETAIL 3/A-6
24. PATIO RAILING - REFER TO DETAIL 1/A-6
25. 3'-0" WIDE PATIO GATE - REFER TO DETAIL 1/A-6
26. FIRE EXTINGUISHER (TYPICAL) - FINAL LOCATIONS TO BE APPROVED BY FIRE MARSHALL
27. EXISTING ROOF DRAIN LEADER BELOW
28. EXISTING HOLLOW METAL DOOR, FRAME & WALL TO REMAIN
29. EXISTING HOLLOW METAL DOOR TO REMAIN PERMANENTLY LOCKED
30. EXISTING ADJACENT SUITE - NOT IN AREA OF
31. HOT SAUCE - REFER TO PLUMBING
32. WATER HEATER - REFER TO PLUMBING
33. FLOOR DRAIN - REFER TO PLUMBING
34. FLOOR DRAIN - REFER TO PLUMBING
35. ELECTRICAL PANEL - REFER TO ELECTRICAL
36. TELEPHONE MOUNTING BOARD - REFER TO ELECTRICAL
37. EXIT SIGN - REFER TO ELECTRICAL
38. LINEN STORAGE - SHELVES @ 18" O.C.
39. BELT-HIS DOOR - PLASTIC LAMINATE FINISH
40. PARTIAL HEIGHT WALL (SOUND BOOTHS) - 3-5/8" METAL STUDS (25 GA.) @ 24" O.C. (ALTERNATE 2x4 WOOD STUDS) WITH ONE LAYER 5/8" GYP. BD. ON DINING ROOM SIDE AND ON TOP (DOUBLE TOP TRACK). ATTACH BOTTOM TRACK TO PLYWOOD DECK WITH PAIRS OF #10 x 3/4" LONG SCREWS @ 16" O.C. TOP OF WALL TO BE 3" HIGHER THAN BOOTH

PROJECT DATA:

PROJECT NAME:	TENANT IMPROVEMENT FOR GAME TIME SPORTS GRILL
PROJECT LOCATION:	PLAZA EN PRIMERA 1E CORNER OYSART RD + McDOWELL RD AVONDALE, ARIZONA
OWNER:	[illegible] AVONDALE, ARIZONA
OWNER:	JOE SOLANA 7025 N. MARGERIE DR PHOENIX, ARIZONA 85033 TELEPHONE 602-915-[illegible] FAX 602-931-1180
ZONING:	PADD / C-2
CONSTRUCTION TYPE:	II - B (A.R.S.)
	INTERIOR FIRE SPRINKLER SYSTEM REQUIRED IN THIS BUILDING PER RVAL APPROVAL BY FIRE DEPARTMENT AND BUILDING DEPARTMENT (EXISTING SPRINKLER SYSTEM TO REMAIN)
BUILDING AREA ALLOWABLE AREA:	12300 S.F. (BASED ON "M" OCCUPANCY - SHELL BLDG)
BUILDING AREA PROVIDED:	[illegible] (BASED ON "M" OCCUPANCY, I.B.C. SEC. 503)
TOTAL BUILDING AREA (EXISTING):	12,150 S.F. (EXISTING HALLS) [illegible] S.F. (NEW) [illegible] S.F. (NEW) (DOWNSTAIRS + [illegible])
PROJECT AREA:	3600 S.F. (GROSS)
OCCUPANCY GROUP:	(FOR A-2 [illegible])
OCCUPANT LOADS:	FIXED SEATING (DINING): [illegible] = 50 OCCUPANTS UNCONDITIONED: [illegible] S.F. / 15 = [illegible] OCCUPANTS KITCHEN: 634 S.F. / 200 = 3 OCCUPANTS BAR: [illegible] S.F. / 200 = 2 OCCUPANTS OFFICE: [illegible] S.F. / 200 = 1 OCCUPANT TOTAL = [illegible] OCCUPANTS
REQUIRED EXITS:	TWO
EXITS PROVIDED:	TWO
PARKING REQUIRED:	INDOOR RESTAURANT AREA: 1 SPACE / 50 S.F. 1944 S.F. / 50 = 39 SPACES OUTDOOR AREA: 1 SPACE / 200 S.F. [illegible] S.F. / 200 = [illegible] SPACES TOTAL = 45 SPACES
BUILDING CODES:	2003 IBC WITH CITY AMENDMENTS 2003 IMC WITH CITY AMENDMENTS 1994 UPC (STATE ADOPTED) WITH STATE AMENDMENTS 2003 IFC WITH CITY AMENDMENTS ADAAG WITH STATE AMENDMENTS

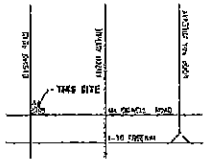
GENERAL NOTES:

1. ALL EXITS DOORS TO BE OPERABLE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE.
2. PROVIDE LEVER TYPE ACCESSIBLE HARDWARE ON ALL INTERIOR DOORS
3. ALL ROOF MOUNTED MECHANICAL EQUIPMENT TO BE SCREENED BY BUILDING PARAPET WALLS (BASEMENT IS EXISTING)
4. PROVIDE SIGN ABOVE EXIT DOORS. THIS DOOR TO REMAIN LOCKED WHEN BUILDING IS OCCUPIED
5. EXISTING FREESTANDING CLUSTER BOX UNIT (MAILBOXES) AND LARGE POTTED PLANT AT NEW PATIO AREA TO BE RELOCATED PER LANDLORD'S DIRECTION



KEY PLAN

NORTH



VICINITY MAP

NORTH

DAVID L. SCHMITT & ASSOCIATES

GAME TIME SPORTS GRILL
TENANT IMPROVEMENT
1729 N. DYSART RD. SUITE 107
AVONDALE, AZ 85323

A-1

City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ CONTINUATION OF LIQUOR LICENSE SERIES #12
- ☐ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

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

APPLICANT'S NAME: RANDY NATIONS

BUSINESS NAME: GAME TIME SPORTS GRILL

ADDRESS: 1729 N. DYSART ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

ASSISTANT POLICE CHIEF
TITLE

04/12/12
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 7, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 17, 2012

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ CONTINUATION OF LIQUOR LICENSE SERIES #12
- ☐ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

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

APPLICANT'S NAME: RANDY NATIONS

BUSINESS NAME: GAME TIME SPORTS GRILL

ADDRESS: 1729 N. DYSART ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Valane Russell
SIGNATURE

4/23/12
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 7, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 17, 2012

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
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- ☐ ACQUISITION OF CONTROL

ROUTING:

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

APPLICANT'S NAME: RANDY NATIONS

BUSINESS NAME: GAME TIME SPORTS GRILL

ADDRESS: 1729 N. DYSART ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

Zoning Specialist
TITLE

4/19/12
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 7, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 17, 2012

DEVELOPMENT SERVICES

MEMORANDUM

DATE: April 18, 2012

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Continuation of Series 12 Liquor License
Game Time Sports Grill LLC – 1729 N Dysart Rd, Ste 107-109

The existing site is generally located at the northeast corner of Dysart Road and McDowell within the Alameda Crossing shopping center inline shops. The General Plan designates the property as Freeway Commercial and the site is zoned PAD (Planned Area Development), part of the Palm Valley development plan approved by the City Council in September 1994. Community Commercial (C-2) uses are allowed within the Alameda Shopping Center.

Game Time Sports Grill was approved in October 2007 for a Series 12 Restaurant Liquor License. A restaurant use is outright permitted within the C-2 zoning district. The Arizona Department of Liquor Licenses and Control (DLLC) separation requirement of 300 feet from church buildings, schools buildings, and school fenced recreational areas was and is still not mandatory for a Series 12 license.

The DLLC defines a restaurant as an establishment which derives at least forty percent of its gross revenue from the sale of food within a twelve month period. All establishments with a restaurant liquor license must remain in compliance with this definition or it will no longer be deemed a restaurant; therefore resulting in the possible forfeiture of the prescribed license. The deficiency of the food sale percentage determines the course of action a licensee must follow:

1. Less than thirty percent results in the suspension or revocation of the license;

2. At least thirty percent but less than thirty-seven percent allows a six month period to continue operating, during which the licensee must:

    - Replace the license with a bar or beer and wine bar license;

    - Obtain permission from the State to continue operating with a restaurant license while maintaining at least thirty percent and less than forty percent;

3. At least thirty-seven percent but less than forty percent allows a period of one year to continue operating, during which the licensee must increase the percentage to at least

forty percent. If the goal is not reached the licensee then must follow the guidelines of bullet 2.

If the continuation is not approved, a bar or beer and wine bar liquor license will be mandatory for the business to continue operating. These licenses are required to meet the 300 foot separation from church buildings, school buildings, and school fenced recreational areas. These licenses also indicate a change in the primary use of the business from a restaurant to a bar. Bars are permitted with conditions in C-2; therefore if the primary use becomes a bar, the following conditions would have to be met:

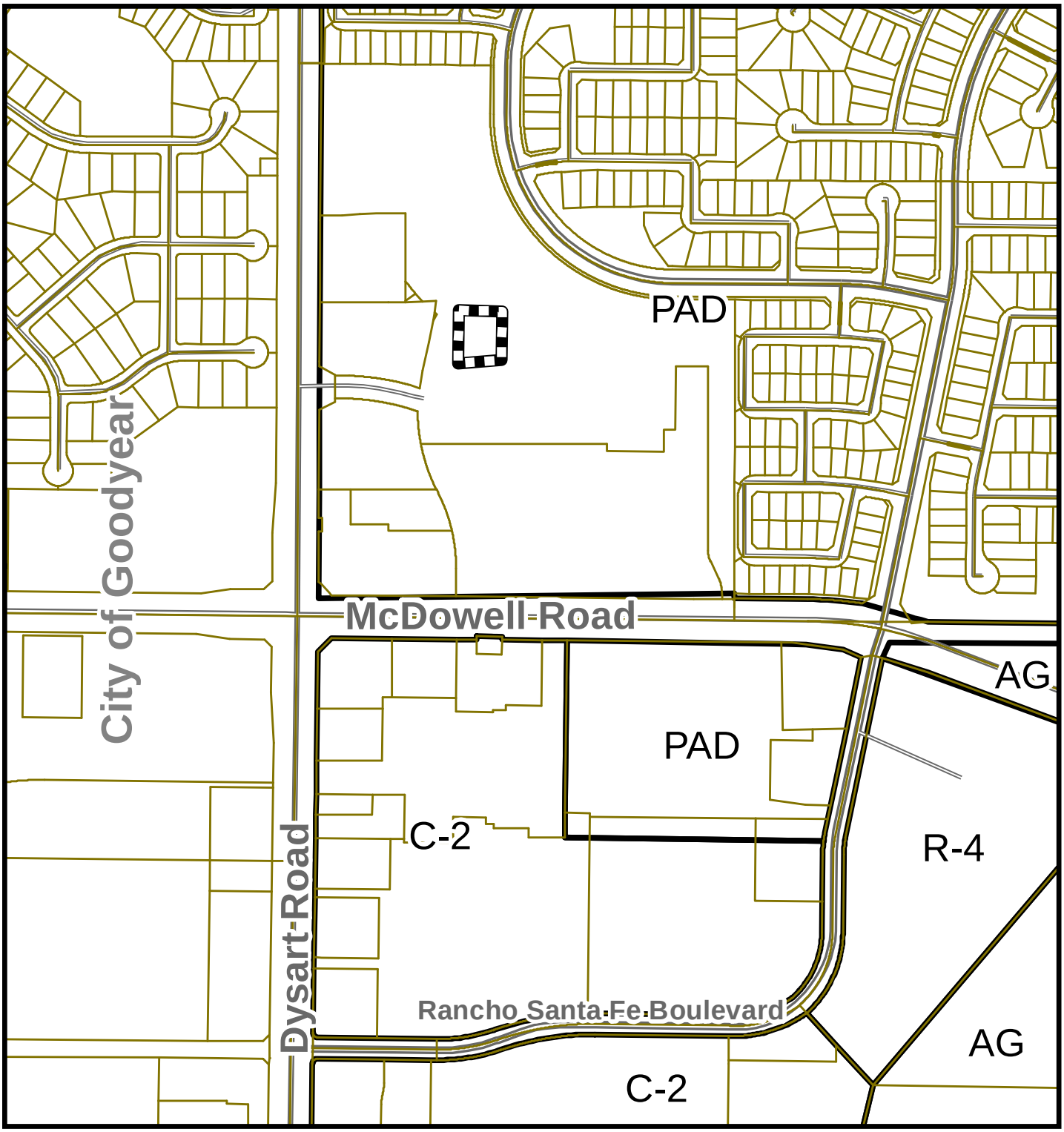
1. The exterior building wall of a bar shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, church, or other bar, night club, or wine bar.

2. Exits and entrances to a bar shall not be located within three hundred (300) feet of a residential district or use.

3. Closing time for dance floors or other accessory uses to a bar shall coincide with the closing time for the bar.

If the continuation is approved, the business can continue operating with the restaurant liquor license so long as food sales are at least thirty percent and less than forty percent. The approval will also allow the primary use of the business to remain a restaurant. It would remain exempt from DLLC separation requirements and C-2 bar use conditions set forth in the Avondale Zoning Ordinance.

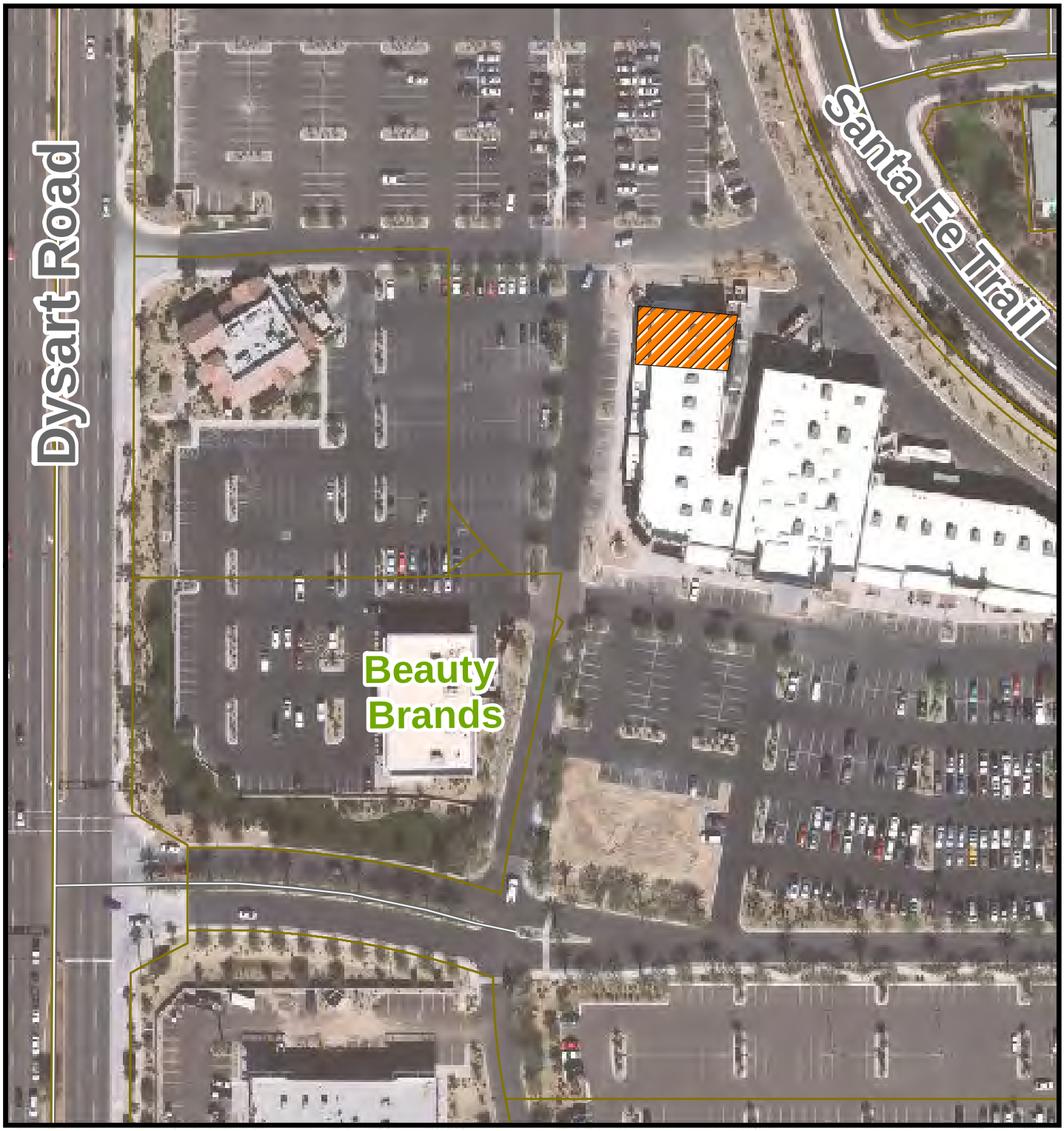
At this time, staff recommends approval of the continuation request.



Zoning Vicinity Map

Avondale

Game Time Sports Grill



2007 Aerial Photograph

Avondale

Proposed Game Time Sports Grill

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ CONTINUATION OF LIQUOR LICENSE SERIES #12
- ☐ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

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

APPLICANT'S NAME: RANDY NATIONS

BUSINESS NAME: GAME TIME SPORTS GRILL

ADDRESS: 1729 N. DYSART ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

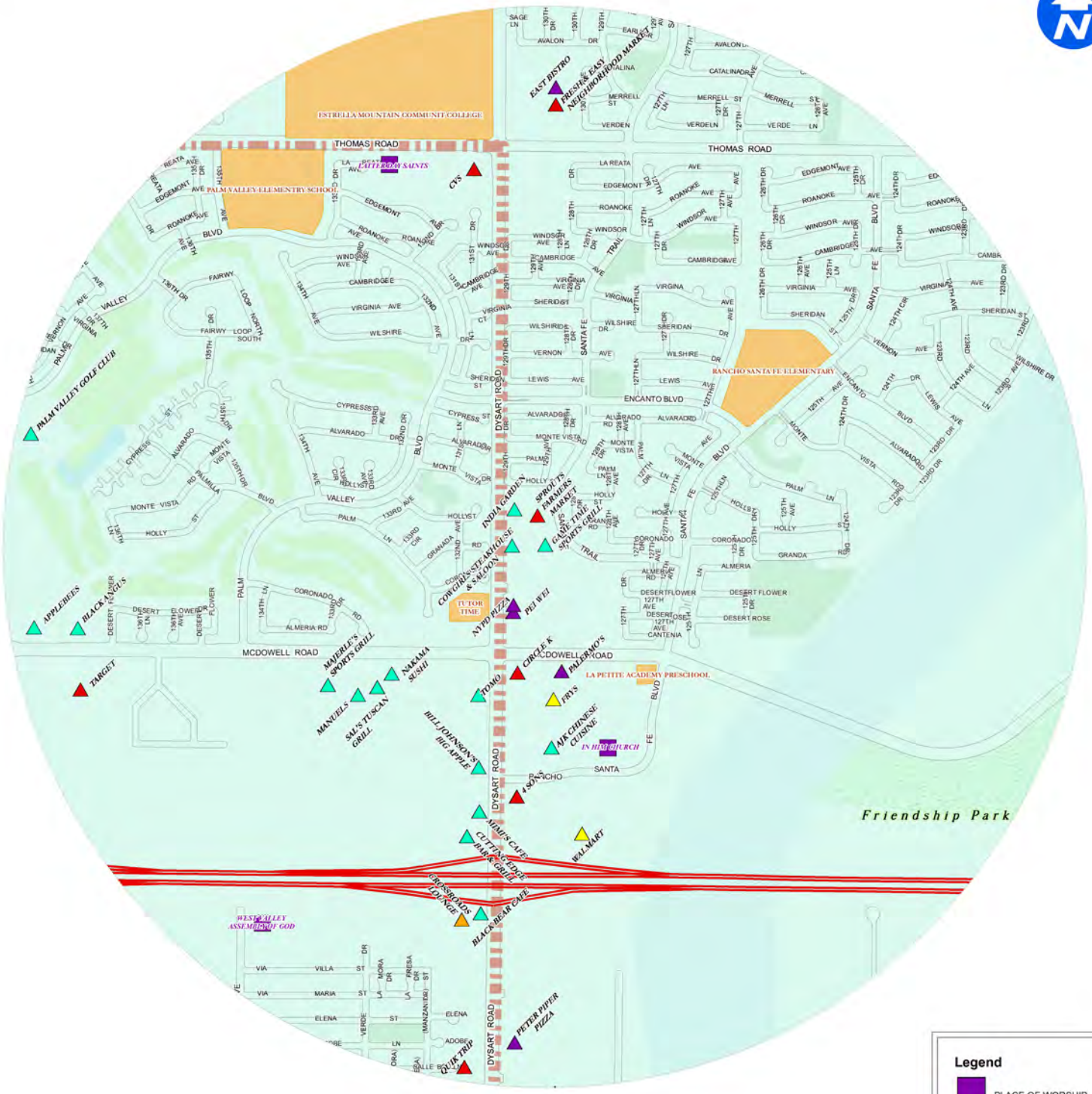
4/11/12
DATE

Prin. Tax Auditor
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 7, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 17, 2012

GT
GAME TIME SPORTS GRILL
Michelob ULTRA
109
BUD LIGHT Lime
Budweiser
108
BUD LIGHT
GAME TIME
Sports Grill
NFL SUNDAY TICKET
COLLEGE FOOTBALL SATURDAY
UFC ALL FIGHTS
NBA LIVE PASS
Join us for Great Sports and Great Food!
GAME TIME Sports GT Grill
GAME TIME Sports GT Grill
04.12.2012 14:01

GAME TIME
GT
Sports Grill
AVONDALE, AZ
NOTICE
APPLICATION FOR CONTINUATION TO OPERATE WITH A RESTAURANT LICENSE
DATE POSTED: APRIL 12, 2012
A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, MAY 7, 2012
AT 7:00 PM.
(HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 623-333-1200)
**SERIES 12: RESTAURANT LICENSE TO SELL ALL SPIRITOUS LIQUORS **
THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER, TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING:
Game Time Sports Grill
1729 N.Dysart Road
Avondale, AZ. 85323
THIS APPLICATION. CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007.STATE LIQUOR DEPT. (602) 542-9769
INDIVIDUALS REQUESTING ADA ACCOMMODATIONS CALL THE CITY CLERK AT 623-333-1200.
04.12.2012 13:57



Legend

- PLACE OF WORSHIP

LIQUOR SERIES

- SERIES 5
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 15
- SERIES 16
- SCHOOLS

Game Time Sports Grill
1729 N Dysart Rd
1 Mile Buffer

0 500 1,000 2,000 3,000 Feet

Avondale GIS Division of Public Works

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Trucks West of Phoenix, Inc.

MEETING DATE:
May 7, 2012

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director, 623-333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a cooperative purchasing agreement with Trucks West of Phoenix, Inc. for the purchase of two refuse trucks for a total price of $532,904.40, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

During the 2011/12 fiscal year budget the City Council approved the purchase of replacement refuse trucks in the sanitation equipment replacement fund at an estimated cost of $225,000 each. The cost of the trucks will exceed the amount previously approved by Council.

DISCUSSION:

The City is able to attach to the current City of Tempe contract for the purchase of refuse vehicles. Under the City of Tempe contract, the current cost of the replacement refuse trucks will be $266,452.20 each, including taxes.

BUDGETARY IMPACT:

Funding is available in the current sanitation equipment replacement fund.

RECOMMENDATION:

Staff recommends that the City Council approve a cooperative purchasing agreement with Trucks West of Phoenix, Inc. for the purchase of two refuse trucks for a total price of $532,904.40, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- CPA

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TRUCKS WEST OF PHOENIX, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of May 1, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Trucks West of Phoenix, Inc., an Arizona corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, the City of Tempe, Arizona ("Tempe"), entered into Contract No. T10-014-01, as amended and extended (collectively, the "Tempe Contract") with the Vendor for the purchase and delivery of Scorpion sideloader refuse trucks and related accessories. A copy of the Tempe Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such equipment under the Tempe Contract, at its discretion and with the agreement of the awarded Vendor, and the Tempe Contract permits its cooperative use by other public entities including the City.

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Tempe Contract, (ii) establishing the terms and conditions by which the Vendor may provide the City with two Scorpion sideloader refuse trucks and related accessories as more particularly set forth in Section 2 below (the "Vehicles") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Vehicles.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 15, 2012, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the Tempe Contract.

2. Purchase of Vehicles. Vendor shall provide to the City the Vehicles under the terms and conditions of the Tempe Contract and in the quantities and configuration as set forth in the Quotation, attached hereto as Exhibit B and incorporated herein by reference. By signing this Agreement, Vendor acknowledges and agrees that unauthorized pricing, exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the Tempe

Contract, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect.

3. Compensation. The City shall pay Vendor an aggregate amount not to exceed $532,904.40 for the Vehicles at the unit rates as set forth in the Tempe Contract and as more particularly set forth in the Quotation, attached hereto as Exhibit B.

4. Payments. The City shall pay the Vendor upon delivery and acceptance of the Vehicles, and upon submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the Tempe Contract and (ii) document the Vehicles delivered and accepted to date. Additionally, invoices submitted without referencing this Agreement and Tempe Contract will be subject to rejection and may be returned.

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

6. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

7. Applicable Law; Venue. In the performance of this Agreement, Vendor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

8. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Vendor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Vendor shall be relieved of any subsequent obligation under this Agreement.

9. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Quotation, the invoice and the Tempe Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in

conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Tempe Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any quotation or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under Tempe Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, Tempe Contract shall not alter or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

10. Indemnification; Insurance. To the extent provided under the Tempe Contract, the City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to the City of Tempe, and such rights, privileges, insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

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

"**City**"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Vendor**"

TRUCKS WEST OF PHOENIX, INC., an
Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2012, by _____, as _____ of TRUCKS WEST OF PHOENIX, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

(affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TRUCKS WEST OF PHOENIX, INC.

[Tempe Contract]

See following pages.

Contract Renewal Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Contract Number: T10-014-01

Issue Date: 08/24/2011
Vendor Number: 67598

Trucks West of Phoenix, Inc
Mark Riley
2239 N. Black Canyon Highway
Phoenix AZ 85009-2706

Contract Renewal: 09/16/2011 Through
Contract Expiration: 06/15/2012

Contract Description: Refuse Vehicles

Contract Term Status: 2nd

Contract Renewal Information:

The above referenced contract is requested to be renewed under the same terms and conditions of the above referenced contract and at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach the price increase justification documentation with this renewal notice. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. If contractor is willing to renew at the current contract rates then only the completion and return of this form is necessary. All contract renewals with an annual value of $50,000 or more must be prior approved by City Council.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contracts. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Contractor hereby acknowledges receipt and understanding of above Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted as noted below. In accordance with A.R.S. 35-397, the firm hereby certifies that it does not have scrutinized business operations in Iran or Sudan.

City of Tempe Procurement Officer: Tony Allen — Phone No. (480) 350-8548
City of Tempe Contracts Compliance: Alicia Ruiz — Phone No. (480) 350-8648

To Be Completed and Signed By Contractor

Contractor's Name: Trucks West of Phoenix E-mail Address: mark_riley@trucks-west.com

Contractor's Mailing Address: 2239 n Black Canyon Hwy

Contractor's Phone/FAX: PhoneNo.(602)288-3830 Fax No. (602)415-0008

Contractor's Authorized Signature: Mark W. Riley Date: 08/24/2011

Insurance Expiration Date: 08/01/2011 Contractor must provide insurance renewal by: **Immediately**

City of Tempe Contract Renewal Acceptance

Anthony Allen 9-7-2011 [signature] 9/7/2011

CSP217R (5/08)

Contract Modification Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Contract Number: T10-014-01

Issue Date: 04/18/2011

Effective Date: 04/18/2011

Trucks West of Phoenix, Inc
Mark Riley
2239 N. Black Canyon Hwy
Phoenix AZ 85009

Contract Description: Refuse Vehicles

This Contract modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per the terms and conditions of the above referenced contract.

Pricing

Item No.	Item Description	New Unit Price
1.	Autocar with Heil – Rear Loader	$202,715.80
2.	Autocar with Newway – Front Loader	$222,908.18
3.	Autocar with Scorpion – Side Loader	$231,801.60

It is the contractor's responsibility to alert the Procurement Officer within 10 days of the above noted issue date if any of the above information is not accurate.

Please note your City of Tempe contract number as shown above. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, Contact & Department, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

Anthony Allen, CPPB
Procurement Officer

Michael Greene, CPM
Central Services Administrator

REQUEST FOR PROPOSAL CITY OF TEMPE

REQUEST FOR PROPOSAL : 10-014

RFP ISSUE DATE: 07/10/2009
Commodity Code(s): 070-51; 070-45

PROCUREMENT DESCRIPTION: Refuse Vehicles

PROPOSAL DUE DATE/TIME: **Thursday, August 13, 2009, 3:00 P.M. Local Time**

Late proposals will not be considered

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: P.O. Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-PROPOSAL CONFERENCE: Thursday, July 23, 2009, 9:30 A.M.

DEADLINE FOR INQUIRIES: Monday, August 3, 2009, 5:00 P.M., Local Time

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package.

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Proposal Offer" (form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Tony Allen E-mail: anthony_allen@tempge.gov Phone No: 480-350-8548
Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page **www.tempe.gov/purchasing**) and at the Procurement Office reception counter.

Submit one (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, five (5) additional proposal response copies are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

MG
Michael Greene, C.P.M.
Central Services Administrator

Form 201-B (RFP)
(H:/RFP 3-2008)

INSTRUCTIONS TO OFFERORS

Failure to follow these instructions shall result in rejection of a proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

   A. Offers shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Proposal Offer, form no. 201-B(RFP).

   B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the Proposal to the City.

   C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized signer. Such proposal constitutes an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.

   D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.

   E. Offeror shall identify each subcontractor(s) to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, form 201-A (RFP); unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal opening. Those received within ten (10) days of proposal opening shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addendum(s):** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor's proposal offer or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date shall result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.

8. **Payment:** For a single requirement purchase, the City will make an effort to emit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.

9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.

10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.

11. **Award of Contract:** A proposal shall constitute a binding offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's proposal offer to be considered as nonresponsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.

12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.

13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal, its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/purchasing) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council.

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal opening. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a Contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal offer and approved by the City Procurement Office.

17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

    A. "City" means the municipal corporation of the City of Tempe, Arizona.

    B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

    C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.

    D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.

    E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

    F. "Offeror" means a business, entity or person who submits an offer in response to a competitive solicitation.

    G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.

    H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.

    I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.
It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposals shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.

21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposals. The City shall be the sole judge as to the acceptability of the products and/or services offered.

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

A. Determine in greater detail such Offeror's qualifications;

B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and

D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

24. **Code Governance**: Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

25. **Public Record**: Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended offer(s) as determined by the City may be posted to the City's web site up to five days prior to City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.

2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.

3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of Contractor and/or City. City shall not be penalized or adversely affected for exercise of its termination rights. Further, City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.

4. **Certification:** By signing the "Vendor's Proposal Offer", form CS-P201 (B), the Offeror certifies:

   A. The submission of the vendor's proposal offer response did not involve collusion or other anti-competitive practices.

   B. City is an equal opportunity, affirmative action employer. Offeror hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Offeror agrees and convenants that it will comply in all respects with the applicable provisions of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, Arizona Executive Order No. 99-4, and all other applicable state and federal statutes governing equal opportunity.

   C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.

   D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify City for any and all losses arising from or relating to any violation thereof.

F. Offeror agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Offeror acknowledges that a breach of this warranty is a material breach of this Contract and Offeror is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Offeror. Offeror hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

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

7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

9. **Contract Modifications:** This Request for Proposal and resultant Contact may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.

10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/SAVE/save-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

14. **Billing:** All invoices submitted by Contractor for City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Invitation for Bid. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Events of Default and Termination:**

    A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.

        i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

        ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,

iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

i) Terminate the Contract;

ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17. **Termination for Convenience**: The City at its sole discretion may terminate this contract for convenience with 30 days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the contract up to the termination date specified.

18. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

B. Force majeure shall not include the following occurrences:

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

ii) Late performance by a subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parol Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

B If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

23. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.

24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default, or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.

27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.

28. **Performance Standards**: Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.

30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the Proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.

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

32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for pubic inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.*

33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

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

39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to City that neither Contractor nor any affiliate or representative of Contractor:

    A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");

    B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);

    C. Is engaged in activities prohibited in the Order; or,

    D. Has been convicted, pleaded *nolo contendre,* indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

    A. All workmanship shall be finest and first-class;

    B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,

    C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

    The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

44. **Non-exclusive Contract:** Any Contract resulting from this Invitation for Bid shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor

45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

47. **Delegated Awards:** In the event this contract(s) is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.

2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal offer in response to this Request for Proposal to be valid and irrevocable for one hundred twenty (120) days after the proposal opening time and date.

3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.

4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of One (1) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

6. **Price Adjustment:**

   A. The City Procurement Office will review fully documented requests for price increases after the Contract has been in effect for six (6) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the contractor shall not be eligible to receive an additional increase until six (6) months from the date of the last approved price increase.

   B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.

   A. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

7. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

8. **Training and Materials:** Contractor will provide the training and materials as specified in the Request for Proposal. Charges may be made for such services as specified in the Contract.

9. **Insurance:**

A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerorrs with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

a. *Commercial General Liability*

Commercial general liability insurance limit of not less than $1,000,000 for each occurrence, with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as insurance service officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. *Worker's Compensation*

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. *Automobile Liability*

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than $1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance, and that any insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Contractor.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute to it.

F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect City.

G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.

H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

J. Copies of Policies. City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. City of Tempe shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

11. **Liquidated Damages:** Delivery time is a critical factor for this procurement. Firms will indicate their best delivery time to deliver the item(s) specified. Since delivery time will be scored in relation to the responding field and since delivery is an important factor for this procurement, the City will apply liquidated damages to the awarded firm's contract in order to ensure timely follow-through and performance. Liquidated damages will not be assessed in the form of a penalty but will be assessed as a means to cover costs that might be incurred due to the failure of the contractor to deliver within the agreed to time-frame. The City will assess a deductive value of $(250.00) per calendar day for every day beyond the committed due date

Scope of Work

The City of Tempe is seeking to obtain proposals for the supply of refuse vehicles – front load, side load and rear load for use by the Solid Waste Division for a period of 12 months. The resulting contract is subject to renewals per the Special Terms and Conditions of this Request for Proposal (RFP).

The following entities have expressed an interest in participating in this contract. Estimated volumes for the initial year of the contract and estimated purchases volume of future purchases are shown below. These figures do not guarantee volumes or participation.

Location	Front Load	Side Load	Rear Load	Total by City
City of Tempe	2	3	2	7
City of Gilbert				
City of Flagstaff				
City of Glendale				
Total				**7**

Future Purchases

Location	Front Load	Side Load	Rear Load	Total by City
City of Tempe		4	5	9
City of Gilbert	1	10	3	14
City of Flagstaff	3	8		11
City of Glendale	2	5	2	9
Total				**43**

It is in the best interest of vendors to provide option lists beyond those requested in this RFP to be incorporated as part of the awarded contract. Provide complete information and pricing for all optional items submitted – the optional pricing information shall include all cost for the item, eg, if a different size body is shown as an option the price quoted shall include all cost changes related to the change – cost of wheelbase change, cost change for rear frame overhang, etc..

The City reserves the right to make multiple awards and/or to award contracts by items or aggregate award. Submitters are not required to bid all items in order to be considered for award.

Pre-bid Conference

A pre-bid conference will be held on Thursday, July 23, 2009 at 9:30 A.M., to review specifications with prospective vendors for possible modification of scope and specifications before final submission deadline. While attendance is not mandatory, it is strongly encouraged.

The Pre-Bid conference will be held at:

City of Tempe
Priest Yard Assembly Hall
53 S. Priest
Tempe, AZ 85281

Vendor's Offer

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: Trucks West of Phoenix

Company Mailing Address: 2239 n Black Canyon Hwy

City: Phx State: Az Zip: 85009

Contact Person: Mark Riley Title: New Truck Sales Manager

Phone No.: 602-615-2813 FAX: 602-415-0008 E-mail: mark_riley@trucks-west.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: 02-001216-S or

Arizona Use Tax No.: 07-649139-G

Federal I.D. No.: 86-1048822

City & State Where Sales Tax is Paid: Phoenix, Arizona

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.:

THIS PROPOSAL IS OFFERED BY

Name of Authorized individual (TYPE OR PRINT IN INK) Mark W. Riley

Title of Authorized Individual (TYPE OF PRINT IN INK) New Truck Sales Manager

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-391.06 and 35-393.06, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal offer will be considered nonresponsive and rejected.

Mark W. Riley

Signature of Authorized Offeror

8/13/09

Date

Specifications – Front Loader

Desired minimum specification for front load refuse vehicles. Any exceptions to the desired specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing an operational system complete with all necessary components, accessories, controls, technical advise and supervision for efficient operation.

All specifications are preferred unless noted otherwise. If your product does not at least meet the indicated minimum specifications, or you are offering an equivalent brand, you must indicate "No" and provide details about your offering in the exception column. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe.

Item 3 – Front Load

Cab and Chassis						
				Vendor Response		
A.	Cab			Yes	No	Exception
	1.	2 door COE Design – left hand steer		x		
		a.	Specify Manufacturer	Autocar		
		b.	Specify Model	ACX64		
		c.	Specify Warranty 1 year chassis, 2 year engine, 5 year transmission			
	2.	Instruments – Fuel, voltmeter, oil pressure, air pressure, water temperature, transmission temperature, tachometer, speedometer		x		
		a.	Each gauge shall be independently wired and grounded. Units with "Smart Gauge" systems will not be accepted unless software, hardware and training is provided to allow the City the ability to reprogram and reset gauges.	x		standard round gauges easy to diagnose, easy to replace, more affordable to replace
	3.	Drivers seat with lumbar support, Bostrom Levelair, or National Cushion Air – cloth covered.		x		
	4.	Passenger seat supplied - cloth covered.		x		
	5.	Power Steering – factory installed		x		
	6.	Dual windshield wipers and washers		x		roof mount, no w/s smear
	7.	Dual sun visors		x		
	8.	AM/FM/CD radio		x		
	9.	Tinted safety glass		x		
	10.	All windows, excluding windshield, to be covered with high performance metalized film (complaint with local legal requirements).		x		
	11.	Dual 6" x 16" collapsible west coast mirrors with 8" convex mirror mounted at base of frame		x		
	12.	Unit shall be supplied with a dual camera system. Safety Vision SV-CLCD-65 or approved equal, with 7" flat screen monitor in cab.		x		
		a.	State Manufacturer and Model			
		b.	One camera mounted on the tailgate, illumination provided by two flood lights facing rearward – wired to illuminate when transmission is put in reverse.			
		c.	Second camera to be mounted in a protected area above the hopper to provide view of the hopper interior. One protected floodlight is to be provided Camera to be wired to be activated by the driver from the drivers			

Specifications – Front Loader

Desired minimum specification for front load refuse vehicles. Any exceptions to the desired specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing an operational system complete with all necessary components, accessories, controls, technical advise and supervision for efficient operation.

All specifications are preferred unless noted otherwise. If your product does not at least meet the indicated minimum specifications, or you are offering an equivalent brand, you must indicate "No" and provide details about your offering in the exception column. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe.

Item 3 – Front Load

Cab and Chassis				Vendor Response		
A.	Cab			Yes	No	Exception
	1.	2 door COE Design – left hand steer				
		a.	Specify Manufacturer			
		b.	Specify Model			
		c.	Specify Warranty			
	2.	Instruments – Fuel, voltmeter, oil pressure, air pressure, water temperature, transmission temperature, tachometer, speedometer				
		a.	Each gauge shall be independently wired and grounded. Units with "Smart Gauge" systems will not be accepted unless software, hardware and training is provided to allow the City the ability to reprogram and reset gauges.			
	3.	Drivers seat with lumbar support, Bostrom Levelair, or National Cushion Air – cloth covered.				
	4.	Passenger seat supplied - cloth covered.				
	5.	Power Steering – factory installed				
	6.	Dual windshield wipers and washers				
	7.	Dual sun visors				
	8.	AM/FM/CD radio				
	9.	Tinted safety glass				
	10.	All windows, excluding windshield, to be covered with high performance metalized film (complaint with local legal requirements).				
	11.	Dual 6" x 16" collapsible west coast mirrors with 8" convex mirror mounted at base of frame.				
	12.	Unit shall be supplied with a dual camera system. Safety Vision SV-CLCD-65 or approved equal, with 7" flat screen monitor in cab.		X		
		a.	State Manufacturer and Model Safety Vision SV-CLCD-65			
		b.	One camera mounted on the tailgate, illumination provided by two flood lights facing rearward – wired to illuminate when transmission is put in reverse.	X		
		c.	Second camera to be mounted in a protected area above the hopper to provide view of the hopper interior. One protected floodlight is to be provided. Camera to be wired to be activated by the driver from the drivers	X		

		seat.			
13.	Factory installed air conditioning to be of sufficient size and rating for use in ambient temperatures of up to 120 degrees Fahrenheit. All repair components to be available locally. Condenser to be factory installed dual fan, roof mount. Unit and all components, including condenser, installed in a manner that does not interfere with any of the truck or refuse operational controls.	x		factory installed roof mount condensor, insures structural integrity of the cab is not compromised, and is installed consistently from one truck to the next.
14.	Factory installed heater and defroster	x		
15.	LED chassis lighting package incorporating solid mounts with mid body turn signal is **required**	x		
16.	All wiring must be neatly loomed and routed	x		
17.	Color – manufacturer's standard white (Dupont Imron or equal)	x		
18.	Mud flaps installed on front and rear fenders to keep mud and debris from getting on refuse box or any components.	x		
19.	Metal shield to be mounted ahead of front tandem tires and extend downward a sufficient length to prevent mud and debris from getting on refuse box or any components.	x		
B.	Chassis	Vendor Response Yes	No	Exception
1.	GVRW – **minimum** 58,000#	x		
2.	Wheel-base, cab to axle and overhang shall all meet respective body manufacturer's requirements. It is the vendor's responsibility to design the unit and guarantee legal load limits and weight distribution using average weights under normal conditions.	x		
3.	Due to space limitations on Tempe routes smaller wall to wall and curb to curb turning diameters are required. Vendor is to specify the turning diameter of the completed unit as requested below. Smaller turning diameters will score higher during the evaluation process	x		
	a. State wall to wall turning diameter for unit submitted			61.4
	b. State curb to curb turning diameter for unit submitted			56.85
	c. State wheel cut for submitted unit			50 degrees
4.	Frame rails of sufficient strength and rating to withstand refuse truck service. The RBM rating at least 2,080,000 in the main section, primarily of bolted construction with as few rivets as possible. The frame in the area of the lift arm to have a minimum RBM of 3,200,000.	x		
5.	Front axle - 20,000# **minimum** with springs and shocks	x		
6.	Springs and spring hangers for front axle to exceed the rating of the axle.	x		
7.	Rear axle – Tandem axles with dual wheels and a **minimum** 40,000# rear axle rating – Meritor RT40-145.	x		
8.	Axles to have outboard drums and hub seals.	x		
9.	Gear ratio shall optimize refuse can to can power and speed, and be able to obtain **minimum** 60 mph road speed.	x		
	a. State gear ratios offered 4.33 to 7.17 subject to axle choice and mfg approval			
10.	Rear suspension – Hendrickson HN402 or HMX-400ed. Suspension capable of withstanding a GVWR of 60,000#.	x		
	a. Specify Brand and Model offered			Hendrickson HMX-400
11.	Brakes – dual circuit anti-lock, air	x		

			seat.			
		13.	Factory installed air conditioning to be of sufficient size and rating for use in ambient temperatures of up to 120 degrees Fahrenheit. All repair components to be available locally. Condenser to be factory installed dual fan, roof mount. Unit and all components, including condenser, installed in a manner that does not interfere with any of the truck or refuse operational controls.			
		14.	Factory installed heater and defroster			
		15.	LED chassis lighting package incorporating solid mounts with mid body turn signal is **required**			
		16.	All wiring must be neatly loomed and routed			
		17.	Color – manufacturer's standard white (Dupont Imron or equal)			
		18.	Mud flaps installed on front and rear fenders to keep mud and debris from getting on refuse box or any components.			
		19.	Metal shield to be mounted ahead of front tandem tires and extend downward a sufficient length to prevent mud and debris from getting on refuse box or any components.	X		
	B.	Chassis		Vendor Response		
				Yes	No	Exception
		1.	GVRW – **minimum** 58,000#.			
		2.	Wheel-base, cab to axle and overhang shall all meet respective body manufacturer's requirements. It is the vendor's responsibility to design the unit and guarantee legal load limits and weight distribution using average weights under normal conditions.			
		3.	Due to space limitations on Tempe routes smaller wall to wall and curb to curb turning diameters are required. Vendor is to specify the turning diameter of the completed unit as requested below. Smaller turning diameters will score higher during the evaluation process.			
			a. State wall to wall turning diameter for unit submitted			
			b. State curb to curb turning diameter for unit submitted			
			c. State wheel cut for submitted unit			
		4.	Frame rails of sufficient strength and rating to withstand refuse truck service. The RBM rating at least 2,080,000 in the main section, p rimarily o f b olted construction with as f ew rivets as possible. The frame in the area of the lift arm to have a minimum RBM of 3,200,000.			
		5.	Front axle - 20,000# **minimum** with springs and shocks			
		6.	Springs and spring hangers for front axle to exceed the rating of the axle.			
		7.	Rear axle – Tandem axles with dual wheels and a **minimum** 40,000# rear axle rating – Meritor RT40-145.			
		8.	Axles to have outboard drums and hub seals.			
		9.	Gear ratio shall optimize refuse can to can power and speed, and be able to obtain **minimum** 60 mph road speed.			
			a. State gear ratios offered			
		10.	Rear suspension – Hendrickson HN402 or HMX-400ed. Suspension capable of withstanding a GVWR of 60,000#.			
			a. Specify Brand and Model offered			
		11.	Brakes – dual circuit anti-lock, air			

			a.	S cam actuators with automatic slack adjusters **required**	x		
			b.	18.0 CFM **minimum** compressor	x		18.7 cfm exceeds spec
			c.	Air dryer with replaceable cartridge shall be included	x		
			d.	Air system to have air coupling or stem valve to allow pressurization of system from an outside source	x		
			e.	State front brake size	16.5x7		
			f.	State rear brake size	16.5x8.62		
		12.		Parking Brake – air activated release, spring loaded	x		
		13.		Tires – radial tubeless with standard highway tread	x		
			a.	Size – 315/80R22.5 load range L	x		
			b.	State Manufacturer and model	Continental HSU		
		14.		Wheels – Steel disc, 10 hole hub-piloted Budd type	x		
		15.		Fuel Tank Capacity – 70 gallon **minimum**	x		
			a.	State tank capacity	75 gal		
		16.		A means for towing vehicle with wrecker must be provided. Pick up loops or eyes on front of vehicle strong enough to tow the vehicle with the front wheels off the ground. Must have a front bumper.	x		
	C.	Engine			Vendor Response		
					Yes	No	Exception
		1.		Emissions compliant electronically controlled diesel engine. Cummins ISL (345 HP) or approved equal.	x		
			a.	State Manufacturer	Cummins		
			b.	State Model	ISL		
			c.	State Horsepower	345		
			d.	State Torque	1150		
			e.	State year of manufacture	2009		
		2.		Oil Filter – full flow, spin-on	x		
		3.		Air Cleaner – dry type – dual element. Air intake for the engine must be from a point above roof of cab and properly bonnected to keep out moisture. Intake system to have restriction gauge mounted on the air cleaner housing.	x		
		4.		Coolant Filtration System – spin on type with pre charged element		x	deemed unnecessary per engine mfg, deleted from spec
		5.		Cooling system must have the largest heavy-duty components available with coolant recovery system. Cooling system filter equipped. Manufacturer must state that cooling system will keep engine at normal operating temperature in very dusty conditions and in temperatures that can reach 120 degree Fahrenheit. The preferred cooling system will have no more than one radiator, frontally mounted. Metal surge tank required (plastic tanks not acceptable).	x		
		6.		Engine alarm and shutdown system for high water temperature and low oil pressure. System must be OEM approved.	x		
		7.		Engine supplied with high quality fuel filtering system to remove all impurities, including water, from the fuel. Spin on filter.	x		
		8.		Alternator – 12 volt Delco HD 33Si series 135 amp **minimum.**	x		
			a.	State alternator manufacturer, model and amperage	Delco 145amp 22si		

		9.	Batteries – 3 ea 12 volt low, or maintenance free, 2250 CCA **minimum**	x		
		10.	Cables professionally formed and routed with the shortest cable possible to reduce voltage drop and amp loss.	x		
		11.	Batteries housed in covered container that is resistant to corrosion and yet must be easily accessible for servicing.	x		
		12.	Unit **must be** supplied with a battery cut off switch with lockout. The switch is to be mounted as close to the batteries as possible and wired to interrupt the positive battery feed.	x		
		13.	Exhaust System - Proper heat shielding is required to preclude refuse debris from contacting any heat sources created by the turbo and exhaust system components. Height of system, including diffuser, should not exceed height of body.	x		exhaust runs upright (ground to roof) vs door to door in order to insure clear line of sight out the back window and to further reduce the surface area of exhaust/shielding that debris can come in contact with resulting in the possibility of a fire
	D.	Transmission		Vendor Response		
				Yes	No	Exception
		1.	Allison automatic – 4500 RDS, 5 speed	x		
		a.	Push button selector	x		
		b.	PTO provision – hot shift or constant speed	x		
		2.	Transmission oil to water cooler	x		
		3.	Transmission **must be** supplied from the factory with Allison approved Transynd synthetic fluid.	x		
		4.	Allison ETC 5 year extended warranty to be **is required**	x		
	E.	Training and Manuals (CD format acceptable)		Vendor Response		
				Yes	No	Exception
		1.	Parts manual – one (1) copy ea – for engine, transmission, cab and chassis and all other applicable systems to be supplied with each unit	x		
		2.	Service manual, repair and diagnostic software and adaptors – one (1) copy – for engine, transmission, cab and chassis and all other applicable systems to be supplied with each unit	x		
		3.	Factory authorized maintenance and repair of engine, chassis and transmission – training for two (2) Tempe staff members for each unit ordered. The cost of training to be included in bid price and include travel and lodging if necessary	x		
		4.	Operators manual – two (2) – to be supplied with each unit	x		
	F.	Miscellaneous		Vendor Response		
				Yes	No	Exception
		1.	MCO supplied at time of delivery is **required**	x		
		2.	MVD level 1 vehicle inspection provided for each complete unit is **required**	x		
		3.	A **minimum** of 4 sets of keys shall be supplied at time of delivery	x		
		4.	Diagnostic software, cables, adaptors and any required updates during the entire contract period **must** be supplied	x		
		a.	Engine diagnostic software	x		
		b.	Transmission diagnostic software	x		
		c.	Anti-Lock Brake diagnostic software	x		
		d.	Chassis diagnostic software	x		
		e.	Other diagnostic software – list below			
			i.			
			ii.			

				iii.				

Front Load Refuse Unit

A.	Body			Vendor Response Yes	No	Exception
	1.	40 yard capacity		X		
		a.	State Manufacturer Scranton Newway			
		b.	State Model Mammoth			
		c.	State Warranty provided 1 yr. Body, 2 yr. Cyl.			
		d.	State capacity of unit proposed 40 cu. yd.			
		e.	State Length of completed unit 444"			
		f.	State Width of completed unit 96"			
		g.	State Height of completed unit 114"			
		h.	State achievable payload capacity for unit offered 10 Ton			
		i.	State achievable pounds per yard compaction 715			
	2.	Body shall be designed for mounting on a COE chassis to allow accessibility to engine and all components		X		
	3.	LED lighting package with solid mounts **required**.		X		
	4.	Mid body turn signals (LED) are to be mounted on each side of the body. Solid mount to avoid lights being dislodged by contract with trees, brush, etc.		X		
	5.	Center mounted LED brake light is **required**		X		
	6.	Ecco model 210 electronic back up alarm to be installed		X		
	7.	All exterior seams and abutments continuously welded for strength and neatness of appearance.		X		
	8.	Body designed to be a partial pack with full eject unloading		X		
	9.	Entire body to be constructed of seven (7) gauge 80,000 PSI steel **minimum** to withstand repeated packing cycles without distortion of creasing of the refuse containing area.		X		
	10.	Radius design preferred.		X		
	11.	Body floor shall be flat full width **minimum** 3/16" 150,000 PSI steel.		X		
	12.	Floor longitudinals required with crossmembers located on **minimum** 18" centers to withstand continuous operation at maximum loads.		X		
	13.	12 gauge steel may be used for roof constructions – adequate bracing of the roof crown must be provided to dissipate forces equally through the body structure		X		
	14.	A front cab guard protector is required. Top anchor points of cab guard mounted to cab roof. Lower anchor points mounted to cab hinges in such a was that guard will tilt with cab.		X		Chassis To supply
	15.	Body equipped with a cab protector shield. Cab shield designed to allow full tilting of the cab. The cab protector will be provided with a hydraulic tilting feature to hydraulically move the cover allowing the cab to be tilted fully forward. The cab protector will include a drain trough that will direct liquids from the cab protector into the body sump.		X		

	16.	Wind screen attached to prevent blowing of material during discharge of the container	X		
	17.	A bolt on expanded metal screen will be mounted on the front of the refuse body. The screen will prohibit the escaping of loose refuse from the hopper area behind the packer and onto the truck engine and transmission.	X		
	18.	A ladder is to be provided on the rear of the tailgate to gain access to the top of the refuse body.	X		
B.	Tailgate		Vendor Response		
			Yes	No	Exception
	1.	Tailgate to be top hinged – one piece	X		
	2.	To be constructed of 10 gauge, 80,000 PSI **minimum** steel	X		
		a. State tailgate configuration	Top Hinged - 1 Piece		
		b. State tailgate size	2.8 Yds.		
		c. State tailgate design	1 Piece Bustle		
	3.	Tailgate shall be raised by hydraulic cylinders for load ejection.	X		
		a. Tailgate cylinders to incorporate a restriction device to prevent rapid descent in the case of hydraulic failure	X		
	4.	Tailgate movement and latching controlled from inside of cab.	X		
	5.	Tailgate lock/unlock and tailgate raise/lower functions to be separate functions and controlled using separate cab mounted controls.	X		
	6.	Tailgate seal shall be designed in such a fashion to allow vendor to guarantee no leakage will occur during normal operation.	X		
	7.	The tailgate is to incorporate a heavy duty positive type hydraulic latch operated from inside the cab.	X		
	8.	Tailgate constructed of **minimum** 10 gauge steel and sufficiently reinforced to withstand repeated packing	X		
	9.	Hinge mounts reinforced where attached to body.	X		
	10.	Heavy duty tailgate service props provided.	X		
C.	Hopper		Vendor Response		
			Yes	No	Exception
	1.	Hopper area to receive from the top and be designed to accommodate containers from one (1) through ten (10) cubic yard capacity.	X		
	2.	12 yd hopper capacity	X		
	3.	Hopper design to include a flat floor with straight vertical sidewalls. Hopper floor to be 3/16" 150,000 PSI sheet steel **minimum**. Sufficient under-floor bracing to include full width, single piece crossmembers on 18" centers - **minimum**	X		
	4.	An under hopper liquid sump shall be designed to provide a 40 gallon sump for liquid retention. Clean out doors with seals shall be provided on both curb and street sides to remove debris from the liquid sump without having to enter the truck body. A clean out rake or similar tool provided with a saddle mounted on the truck body provided to carry the tool	X		
	5.	Street side access to hopper to be provided for cleaning purposes.	X		
		a. Access to meet ANSI Safety Requirements. Access door to be rear hinged and open outward.	X		Or sliding if preferred

		b.	Door to be equipped with a reliable, positive latch and inter-lock system to prevent arm or packer blade movement if not properly latched.	X		
		c.	A grab handle and step are required for side door access.	X		
	6.		Hydraulically operated horizontal sliding hopper door to be included. Operated by a double acting hydraulic cylinder with a red warning light on dash to warn the operator when the door is closed.	X		
D.	Packer			Vendor Response		
				Yes	No	Exception
	1.		Partial pack – full eject packer system.	X		
		a.	State design of packing system offered	Partial Pack/Full Eject		
	2.		Packer plate shall be constructed of 3/16" **minimum** 80,000 PSI steed braced to withstand, without distortion, repeated application of maximum packing.	X		
	3.		Packer designed to prevent spillage of refuse over the top of the packer during both the pack and retract cycle.	X		
	4.		Packer cycle time **not to exceed** 20 seconds (Cycle is full packer stroke out and return)	X		
		a.	State packer cycle time in seconds	26 Sec.		
	5.		The preferred packer plate and related hydraulic cylinders hall be capable of being greased without entering the hopper.	X		
E.	Load Discharge			Vendor Response		
				Yes	No	Exception
	1.		Dumping shall allow for complete emptying of the refuse body without the operator having to pull or clean remaining refuse from body.	X		
		a.	Dual body dump cylinder configuration is preferred.	X		Full Eject
F.	Hydraulics			Vendor Response		
				Yes	No	Exception
	1.		It is preferred that the system operate at 2,500 psi or less	X		
		a.	State system operating pressure	2250 PSI		
	2.		Design and capacity of the hydraulic system must be adequate to maintain desired pressures and operating capabilities in ambient temperatures of up to 120 degrees Fahrenheit	X		
	3.		Hydraulic reservoir shall be properly baffled	X		
		a.	State capacity of reservoir	70 GAL.		
	4.		Hydraulic pump **must** be driven by the front of the engine	X		
	5.		Pump shall not protrude beyond the front bumper	X		
	6.		All hydraulic tubes shall be securely clamped to prevent vibration, abrasion and excessive noise.	X		
		a.	Tubes running the length of the body roof shall be protected from tree limbs.	X		
		b.	Exposed hoses or tubes running over the body structure will not be accepted.	X		
	7.		All high pressure hydraulic hoses will be double braided wire construction built to withstand a pressure equal to 2 times the maximum pump output	X		
	8.		All hydraulic pressure hose fitting **must be** SAE 37 degree, JIC style male ridged and female swivel.	X		
				X		

	9.	Spin on filter with bypass valve shall be installed on the return line		X		
	10.	All multi spool control valves shall be of sectional design such that servicing would not require replacement of the entire valve		X		
	11.	Hydraulic packing cylinders must be of the internal cushion design to minimize hydraulic shock.		X		
		a.	Cylinder design shall decrease the speed of the cylinder at least the last ½" of cylinder stroke in both direction of travel	X		
		b.	Rods of packer cylinders **must be** induction hardened to a surface hardness of 55-65 Rockwell C scale.	X		
		c.	Rods of all cylinders shall be chrome plated	X		
		d.	All cylinders must be of a brand and design which can be repaired or rebuilt locally	X		
		e.	State brand of cylinders on unit offered	Hyco - Rosenbaum		
		f.	State warranty period offered on cylinders	2 yr. Standard		
G.	Lifting Device			Vendor Response		
				Yes	No	Exception
	1.	Arms of the front loading refuse body capable of lifting a minimum of 8,000 pounds gross load measured at the centerline of an eight (8) cubic yard container.		X		
		a.	State design and type of construction	Box Type - Bolt On		
		b.	State manner in which the arms attach to body	Bolt On		
	2.	Lifting arms must not obstruct cab doors on either side during dumping cycle.		X		
	3.	Bolt on replaceable rubber arm stops are **required**		X		
	4.	Lifting arms provided with 51" forks for pickup of containers equipped with side sleeves.		X		
	5.	Lift arms and forks shall be designed to service container of one (1) to eight (8) cubic yard capacity.		X		
		a.	Replaceable fork cross shaft rubber bumpers required	X		
	6.	Lift arms to have limiting cylinders or safety device to prevent them from tilting into cab and windshield when in the stored position.		X		
		a.	State design and placement of lift arms in travel position	Above Windshield or Over Hopper		
	7.	Control levers for all functions provided inside cab within easy reach of the driver.		X		
	8.	Twin lever type controls provided for all functions – joystick rocker switches or push pull switches will not be accepted.		X		
		a.	Design and placement of control levers and operating controls to be ergonomically sensitive to minimize the effects of repetitive motion and hyper extension.	X		
	9.	Lifting arms equipped with steel tubular type hydraulic cylinders with sufficient rated capacity to effectively operate with the maximum rated load at maximum efficiency.		X		
	10.	Hydraulic cylinders will rotate containers into hopper with sufficient angle to cleanly and quickly discharge material		X		
	11.	Dump cycle of less than 16 seconds or less (Cycle is full sweep up, dump, un-dump and lowered to the fully down position)		X		
		a.	State dump cycle time	16 Sec.		

					Vendor Response		
	H.	Painting			Yes	No	Exception
		1.	Complete unit shall be cleaned and all weld slag removed		X		
		2.	High grade zinc-oxide primer shall be applied		X		
		3.	Finish coat shall be high quality gloss enamel – white – to match cab color		X		
	I.	Training and Manuals (CD format acceptable)			Vendor Response Yes	No	Exception
		1.	Parts manual – one (1) copy – for all components to be supplied with each unit		X		
		2.	Service manual – one (1) copy – for all components to be supplied with each unit		X		
		3.	Factory authorized maintenance and repair training for two (2) Tempe staff members for each unit ordered. The cost of training to be included in bid price and include travel and lodging if necessary		X		
		4.	Operators manual – two (2) – to be supplied with each unit		X		
	J.	Miscellaneous			Vendor Response Yes	No	Exception
		1.	Diagnostic software, cables, adaptors and any required updates during the entire contract period **must** be supplied		X		
			a.	Refuse body diagnostic software	X		
			b.	Other diagnostic software – list below	X		
				i. LED Diagnostic Lights Built			
				ii. into Packer Cont. Box			
				iii.			

Proposal Questionnaire

Bidders shall submit answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information whether or not specifically provided by the bidder in response to this RFP.

1. Please provide the address of your local facility/s to provide parts, warranty and service work for both chassis and body.

chassis: 2239 n Black Canyon Hwy... all we do is service refuse trucks. no class 8 tractors, firetrucks, motorhomes, or vocational trucks will ever keep us from scheduling your repairs or taking care of your parts needs. refuse is our 1 and only priority

2. If you do not have a local facility for services and parts, describe in detail how you will handle this issue.

3. Please describe the value of your local parts inventory specifically for chassis and refuse body offered.

$300k in refuse chassis related inventory

4. Contact information – name, phone, cell phone & e-mail

Mark Riley 602-615-2813 Mark Riley@trucks-west.com

5. Describe your company and its history.

We are very proud of what we do and how we service our customers. Communication with our customers is something we are proud of and we strive to always insure our customers are very informed on all service issues, new product offerings, parts issues and so on. Trucks West is managed by 3 core individuals having over 60 years of combined transportation related experience from the fleet perspective. As a result of our own personal experiences, we are all very much aware of the frustrations that can occur when dealing with dealerships that... don't communicate, don't carry much inventory, don't call you back, tell you your truck is being pulled into the shop, when in reality it has been sitting outback untonched. Because of all the personal heart burn we have experienced on our own. We have been very much committed to ensuring our customers have a relationship with us that is rooted in frequeut communication, honest auswers aud a demoustrated ability ou our part that we are always willing to go further than all the rest, to better serve our customers needs and also that we understand the pressures they are dealiug with from their user groups and operations personel whenever a truck goes down and so on.

Proposal Questionnaire

Bidders shall submit answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information whether or not specifically provided by the bidder in response to this RFP.

1. Please provide the address of your local facility/s to provide parts, warranty and service work for both chassis and body.

   Norwood Equipment Co.
   2422 S. 19th Ave Phoenix Az. 85009
   Newway Body

2. If you do not have a local facility for services and parts, describe in detail how you will handle this issue.

   Norwood Equipment - Stocks Parts and has Full Service Facility.

3. Please describe the value of your local parts inventory specifically for chassis and refuse body offered.

   Body - $20,000

4. Contact information – name, phone, cell phone & e-mail

   Bill Olive, 602 254 0644, Cell 602 284 0234
   email - bolive@norwoodeq.com

5. Describe your company and its history.

   In business Since 1979, Sell and Support of Refuse Bodies, ~~Sure~~ Sewer Eq., Street Sweepers, Dump Bodies

6. Do you have factory-trained personnel on site to perform installation, maintenance and repair on the equipment you are offering?

Yes we can fully repair and service all of your chassis and engine related needs.

7. What is the delivery time for the equipment you are offering – liquidated damages will apply if delivery timelines are not met. The City of Tempe prefers a delivery time of 180 days or less.

Delivery for front loader 240 days

Delivery for rear loaders 240 days

8. Do you agree to the Terms and Conditions of this RFP?

Yes x No _____

If No, explain below:

9. Do you have a demonstration model of the equipment you are offering available for review?

Yes x No _____

10. What training will be provided on the equipment you are bidding?

on site at Tempe's facility. Also periodically Autocar corporate has a training trailer that comes through Phoenix. When the trailer runs through town, the City of Tempe is welcome to attend that training as well.

11. Please provide three references (local government preferred) to which you have supplied similar product and services. Include the company name, a contact person and telephone number.

Name	Contact Person	Telephone #
City of Avondale	Roger Dudley	623-478-3300
City of Prescott	Chad McDowell	928-237-0648
City of Glendale	Dave Harvey	623-930-2621

6. Do you have factory-trained personnel on site to perform installation, maintenance and repair on the equipment you are offering?

Yes

7. What is the delivery time for the equipment you are offering – liquidated damages will apply if delivery timelines are not met. The City of Tempe prefers a delivery time of 180 days or less.

Body ~~30~~ 120 ~~100~~ Days from Chassis Receipt

8. Do you agree to the Terms and Conditions of this RFP?

Yes ✓ No ____

If No, explain below:

9. Do you have a demonstration model of the equipment you are offering available for review?

Yes ✓ No ____

10. What training will be provided on the equipment you are bidding?

Yes to Training Mechanics + Operators as needed.

11. Please provide three references (local government preferred) to which you have supplied similar product and services. Include the company name, a contact person and telephone number.

Name	Contact Person	Telephone #
City of Phoenix	Rodney Merrill	602 534 3017
Town of Gilbert	Jack Mintalis	480 503 6440
City of Flagstaff	Richard McGaugh	928 556 1257

Proposal Checklist for Submittals

x One signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).

x Five (5) copies of proposal – vendor provided data only

x Proposal Questionnaire has been completed and included.

x Price Information completed and included.

x Any addendum(s) have been included.

x Detailed information on training offered.

Evaluation Criteria

An evaluation committee composed of Public Works, co-op City representatives (optional) and Procurement staff will review the responses and score them according to the criteria listed below.

The City has established specifications based upon historical purchasing. Vendors submitting offers that provide an improved specification or an overall design which better meets the needs of the City may be awarded points above those firms who just "meet" our current specifications.

	Award Criteria	Weight	X	Rating	=	Points
1.	Ability to meet or exceed desired specifications	6	x	____	=	____
2.	Cost	6	x	____	=	____
3.	Local parts inventory, warranty and service availability or ability to provide an acceptable alternative.	5	x	____	=	____
4.	Training offered for chassis and refuse unit	5	x	____	=	____
5.	Delivery time (subject to liquidated damages if not met)	4	x	____	=	____
6.	Suitability of unit to meet City of Tempe needs including functional needs, curb to curb turning diameter and wall to wall turning diameter	4	x	____	=	____
7.	Overall completeness of response to RFP to include the ability of offeror to meet the terms and conditions of the RFP.	2	x	____	=	____
				Total		____

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding . . .	8 to 10
Good	6 to 7.9
Average . . .	3 to 5.9
Poor	0 to 2.9

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) X Points Possible = Evaluation Points.

Company Trucks West of Phoenix

Price List – Front Load Vehicle

Purchase volumes are estimates only – actual order quantities will vary. Participation by all listed entities is not guaranteed – only City of Tempe estimated quantities are guaranteed

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
1.	Front load refuse vehicle	8	Ea	$195,295.00	$1,562,360

Options		Cost
1.	Upgrade cab and chassis to **hybrid powered**	$ TBD, not released yet
2.	Upgrade cab and chassis to **CNG powered**	$ see attached options
3.	Pusher axle – 13,200# minimum, steerable, air-lift – Hendrickson preferred	$ 7,687
	State Manufacturer Hendrickson	
	State Model Composilite 13.2k steer	
4.	Roadway Displays Inc message board frame, two (2) per truck (2-1/4" x 95-1/2" x 31-1/2" to include frame and installation	$
5.	Double/extended brake pedal	$ 100.00
6.	Five (5) lb dry chemical ABC rated fire extinguisher with bracket mounted on body	$
7.	Grote #64123 LED amber lights – quantity of two, mounted on rear of truck wired to alternately flash with in cab control switch	$
8.	Amber strobe light (LED) – quantity of one (1) mid mounted tail gate with in cab control switch	$
9.	Electric over hydraulic body lift for service with safety prop	$
10.	Cone Holder	$
11.	Zonar GPS/Pretrip system subject to pricing adjustment based on quantities	$ 1,250
12.	**Other supplier recommended options (including extended warranties) – add pages if needed.**	
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$

Company _____

Price List – Front Load Vehicle

Purchase volumes are estimates only – actual order quantities will vary. Participation by all listed entities is not guaranteed – only City of Tempe estimated quantities are guaranteed

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
1.	Front load refuse vehicle	8	Ea	$	$

Options		Cost
1.	Upgrade cab and chassis to **hybrid powered**	$
2.	Upgrade cab and chassis to **CNG powered**	$
3.	Pusher axle – 13,200# minimum, steerable, air-lift – Hendrickson preferred	$
	State Manufacturer	
	State Model	
4.	Roadway Displays Inc message board frame, two (2) per truck (2-1/4" x 95-1/2" x 31-1/2" to include frame and installation	$ 1000.00 per Truck
5.	Double/extended brake pedal	$
6.	Five (5) lb dry chemical ABC rated fire extinguisher with bracket mounted on body	$ 100.00 per Truck
7.	Grote #64123 LED amber lights – quantity of two, mounted on rear of truck wired to alternately flash with in cab control switch	$ 600.00 per Truck
8.	Amber strobe light (LED) – quantity of one (1) mid mounted tail gate with in cab control switch	$ 500.00 per Truck
9.	Electric over hydraulic body lift for service with safety prop	$ 2500.00 per Truck
10.	Cone Holder	$ 500.00 per Truck
11.	Zonar GPS/Pretrip system	$
12.	**Other supplier recommended options (including extended warranties) – add pages if needed.**	
	2 year Body Warranty	$ 1904.00 per Truck
	3 year Body Warranty	$ 3807.00 per Truck
	3 yr. Hyd. Cyl. Warranty	$ 2781.00 per Truck
	5 yr. Hyd. Cyl. Warranty	$ 3136 " "
		$
		$
		$
		$
		$
		$

* Applicable Tax 8.3 %

*** State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.**

Less prompt payments discount terms of 0 % 0 days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:	City of Tempe Accounting (see below for your contact) P.O. Box 5002 Tempe, Arizona 85280 Phone: 480-350-8355	
Accounting Contacts:	Cecilia Miller	Letters A-E
	Ramona Zapien	Letters F-O
	Penny Brophy	Letters P-Z

Addendum to Solicitation

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify: Solicitation No.: 10-014

and is Addendum No. 1

Date: July 28, 2009

Procurement Description: Refuse Vehicles

Questions Raised at Pre-Bid Conference

1. RFP states that air conditioning will be factory installed – will the City consider dealer installed units?

   The City will review offers with dealer installed units, however, submitting firms must include complete information on unit, installation procedures, etc with submittals.

2. RFP states 315/80R22.5 Load range L tires – is this size wanted all around?

   Yes

3. Does the City want diagnostic software, cables, adapters, etc for each unit delivered?

   Only one set (per participating entity) will be required – however, if there are updates on subsequent vehicle deliveries, new software or adapters, etc will be required with vehicle delivery.

4. Transmission – all body types

   Original
   PTO providions – hot shift or constant speed

   Revisied
   No PTO required

5. Hydraulics – all body types

   Original
   Hydaulic Pump shall not protrude beyond the front bumper

   Revised
   A means must be provided to protect front of engine mounted hydraulic pump and all associated lines.

6. Rear Load Refuse Unit – Body –Body side door supplied – does the city require a safety interlock to disable pump functioning when door is open?

   Yes.

7. Rear Load Refuse Unit – Body – Tailgate

Original

Tailgate shall incorporate a heavy duty positive type hydraulic latch operated from inside the cab.

Revised

Tailgate shall incorporate a heavy duty positive type latch.

8. Front Load Refuse Unit – Body - 9

Original

Entire body to be constructed of seven (7) gauge 80,000 PSI steel minimum . . .

Revised

Entire body to be construced of eight (8) gauge 80,000 PSI steel minimum . . .

9. Front Load Refuse Unit – Packer – 4

Original

Packer cycle time not to exceed 20 seconds . . .

Revised

Packer cycle time not to exceed 26 seconds . . .

10. Front Load Refuse Unit – Lifting Device – 11

Original

Dump cycle of less than 16 seconds or less . . .

Revised

Dump cycle time not to exceed 20 seconds . . .

11. Proposal Questionnaire – Question 9

Question 9 – "Do you have a demonstration model of the equipment you are offering available for review."

Question from pre-bid meeting – "Does the City want to just see a unit, or do they wish to run the unit in City service?"

The City primarily wished to have a unit available to "see" – units owned by other Cities, companies would be acceptable for review – the city would not have to put the unit into service for evaluation.

12. Are the $250 per day liquidated damages per truck or per order quantity?

The liquidated damages are per truck per day

Clarifications

13. Historically, this contract is utilized by Cities throughout the state of Arizona. Quantities on price sheet are based upon information supplied by Cities that indicated a desire to participate in this solicitation – participation beyond the lised cities is probable. The quantities supplied are for a period of 3 to 5 years. The numbers represent realistic expected purchase quantities. It is the purpose of this solicitation to receive the best possible pricing for all participants, therefore, expected purchase quantities are utilized.

14. Training for operators of vehicles must be completed within 30 days of delivery

15. Training for Service Technicians must be completed within 90 days of delivery

16. Engines in units must be EPA compliant.

Revisions

Additional Questions

1. Will you provide operator training within 30 days of vehicle delivery?

   Yes ✓ No _____

   If No, explain below:

2. Will you provide Service Technician training within 90 days of vehicle delivery?

   Yes ✓ No _____

   If No, explain below:

3. The City realizes that there are emission related modifications and cost changes that will be forthcoming on future purchases. The contract allows price modification requests every six (6) months. What is the last date that your firm will accept purchase orders at your offer price in this RFP?

   SIX (6) MONTHS

Evaluation Criteria - Revised

An evaluation committee composed of Public Works, co-op City representatives (optional) and Procurement staff will review the responses and score them according to the criteria listed below.

The City has established specifications based upon historical purchasing. Vendors submitting offers that provide an improved specification or an overall design which better meets the needs of the City may be awarded points above those firms who just "meet" our current specifications.

Award Criteria	Weight	X	Rating	=	Points
1. Ability to meet or exceed desired specifications	6	x	____	=	____
2. Cost	6	x	____	=	____
3. Local parts inventory, warranty and service availability or ability to provide an acceptable alternative.	5	x	____	=	____
4. Training offered for chassis and refuse unit	5	x	____	=	____
5. Delivery time (subject to liquidated damages if not met)	4	x	____	=	____
6. Suitability of unit to meet City of Tempe needs including functional needs, curb to curb turning diameter and wall to wall turning diameter	4	x	____	=	____
7. Ability of firm to hold initial offer pricing throughout the original pricing period of the contract.	3	x	____	=	____
8. Overall completeness of response to RFP to include the ability of offeror to meet the terms and conditions of the RFP.	2	x	____	=	____
			Total		____

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding . . .	8 to 10
Good	6 to 7.9
Average . . .	3 to 5.9
Poor	0 to 2.9

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) X Points Possible = Evaluation Points.

Pre-Proposal Conference Attendance List
Request for Proposal #10-014
Refuse Vehicles
Thursday, July 23, 2009, 9:30 a.m.

Name	Company	Phone Number
GARY TOOHEY	MCANDLESS OF AZ	602 254 9241
KEN NELSON	MCANDLESS OF AZ	602 254 9241
TOM NIGBUR	VALLEY TRUCK + TRAILER	623 937-9454
CHRIS BAROLOY	VALLEY TRUCK + TRAILER	623 937-9454
Joey Sanford	Trucks West	602-415-9378
MARK Riley	Trucks West	602-415-9378
Juan Gonzalez	DES	602-725-2996
Paul Campbell	Arizona Refuse Sales	602-276-4390
George Beal	Rush Truck Center	602-272-7611
Steve Campbell	Arizona Refuse Sales	602-276-4390
PATRICK Meehan	MACK TRUCKS	253 891 8305
James Waterbury	" "	949 497-5487
Terry Yeans	" "	602-258-4600
Dave Kingsley	" "	602-258-4600

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

ARIZONA REFUSE SALES, LLC.
NAME OF COMPANY

PAUL CAMPBELL
BY NAME (please print) TITLE

1824 W. BROADWAY Rd.
ADDRESS (or PO Box)

602-276-4390
TELEPHONE

PHOENIX AZ. 85041
CITY STATE ZIP

AUTHORIZED SIGNATURE

Vendor's Offer

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: Trucks West of Phoenix

Company Mailing Address: 2239 n Black Canyon Hwy

City: Phx State: Az Zip: 85009

Contact Person: Mark Riley Title: New Truck Sales Manager

Phone No.: 602-615-2813 FAX: 602-415-0008 E-mail: mark_riley@trucks-west.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: 02-001216-S or

Arizona Use Tax No.: 07-649139-G

Federal I.D. No.: 86-1048822

City & State Where Sales Tax is Paid: Phoenix, Arizona

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

THIS PROPOSAL IS OFFERED BY

Name of Authorized individual (TYPE OR PRINT IN INK) Mark W. Riley

Title of Authorized Individual (TYPE OF PRINT IN INK) New Truck Sales Manager

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-391.06 and 35-393.06, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal offer will be considered nonresponsive and rejected.

Mark W Riley
Signature of Authorized Offeror

8/14/09
Date

Specifications – Side Loader

Desired minimum specification for side load refuse vehicles. Any exceptions to the desired specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing an operational system complete with all necessary components, accessories, controls, technical advise and supervision for efficient operation.

All specifications are preferred unless noted otherwise. If your product does not at least meet the indicated minimum specifications, or you are offering an equivalent brand, you must indicate "No" and provide details about your offering in the exception column. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe.

Item 2 – Side Load

Cab and Chassis						
				Vendor Response		
	A.	Cab		Yes	No	Exception
		1.	2 door COE Design – left hand steer	X		
			a. Specify Manufacturer Cummins			
			b. Specify Model ISL			
			c. Specify Warranty 2 YEARS			
		2.	Instruments – Fuel, voltmeter, oil pressure, air pressure, water temperature, transmission temperature, tachometer, speedometer	x		
			a. Each gauge shall be independently wired and grounded. Units with "Smart Gauge" systems will not be accepted unless software, hardware and training is provided to allow the City the ability to reprogram and reset gauges.	X		standard round gauges. easy and economical to repair. no diagnostic software required, replacement gauges availible everywhere
		3.	Drivers seat with lumbar support, Bostrom Levelair, or National Cushion Air – cloth covered.	x		
		4.	Passenger seat supplied - cloth covered.	x		
		5.	Power Steering – factory installed	x		
		6.	Dual windshield wipers and washers	x		roof mount wipers prevents windshield smear
		7.	Dual sun visors	x		
		8.	AM/FM/CD radio	x		
		9.	Tinted safety glass	x		
		10.	All windows, excluding windshield, to be covered with high performance metalized film (complaint with local legal requirements).	x		
		11.	Dual 6" x 16" collapsible west coast mirrors with 8" convex mirror mounted at base of frame	x		
		12.	Unit shall be supplied with a rear view monitor system. Safety Vision SV-CLCD-65, or approved equal, with 7" flat screen monitor in cab, camera mounted on the tailgate, illumination provided by two flood lights facing rearward – wired to illuminate when transmission is put in reverse.	x		
			a. State Manufacturer and Model Offered			

Specifications – Side Loader

Desired minimum specification for side load refuse vehicles. Any exceptions to the desired specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing an operational system complete with all necessary components, accessories, controls, technical advise and supervision for efficient operation.

All specifications are preferred unless noted otherwise. If your product does not at least meet the indicated minimum specifications, or you are offering an equivalent brand, you must indicate "No" and provide details about your offering in the exception column. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe.

Item 2 – Side Load

Cab and Chassis						
				Vendor Response		
A.	Cab			Yes	No	Exception
	1.	2 door COE Design – left hand steer				
		a.	Specify Manufacturer			
		b.	Specify Model			
		c.	Specify Warranty			
	2.	Instruments – Fuel, voltmeter, oil pressure, air pressure, water temperature, transmission temperature, tachometer, speedometer				
		a.	Each gauge shall be independently wired and grounded. Units with "Smart Gauge" systems will not be accepted unless software, hardware and training is provided to allow the City the ability to reprogram and reset gauges.			
	3.	Drivers seat with lumbar support, Bostrom Levelair, or National Cushion Air – cloth covered.				
	4.	Passenger seat supplied - cloth covered.				
	5.	Power Steering – factory installed				
	6.	Dual windshield wipers and washers				
	7.	Dual sun visors				
	8.	AM/FM/CD radio				
	9.	Tinted safety glass				
	10.	All windows, excluding windshield, to be covered with high performance metalized film (complaint with local legal requirements).				
	11.	Dual 6" x 16" collapsible west coast mirrors with 8" convex mirror mounted at base of frame		YES		
	12.	Unit shall be supplied with a rear view monitor system. Safety Vision SV-CLCD-65, or approved equal, with 7" flat screen monitor in cab, camera mounted on the tailgate, illumination provided by two flood lights facing rearward – wired to illuminate when transmission is put in reverse.		YES		Comply with Replacement for this old number use #SV-LCD-70
		a.	State Manufacturer and Model Offered			
		SAFETY VISION #SV-LCD-70 DUAL COLOR CAMERA SYSTEM				

ARIZONA REFUSE SALES, LLC
1824 W. Broadway
Phoenix, AZ 85041

	13.	Factory installed air conditioning to be of sufficient size and rating for use in ambient temperatures of up to 120 degrees Fahrenheit. All repair components to be available locally. Condenser to be factory installed dual fan, roof mount. Unit and all components, including condenser, installed in a manner that does not interfere with any of the truck or refuse operational controls.	x		factory installed roof mount condensor, insures structural integrity of the cab is not compromised, and is installed consistently from one truck to the next.	
	14.	Factory installed heater and defroster	x			
	15.	LED chassis lighting package incorporating solid mounts with mid body turn signal is **required**	x			
	16.	All wiring must be neatly loomed and routed	x			
	17.	Color – manufacturer's standard white (Dupont Imron or equal)	x			
	18.	Mud flaps installed on front and rear fenders to keep mud and debris from getting on refuse box or any components.	x			
	19.	Metal shield to be mounted ahead of front tandem tires and extend downward a sufficient length to prevent mud and debris from getting on refuse box or any components.	x			
B.	Chassis		Vendor Response			
			Yes	No	Exception	
	1.	GVRW – **minimum** 58,000#				
	2.	Wheel-base, cab to axle and overhang shall all meet respective body manufacturer's requirements. It is the vendor's responsibility to design the unit and guarantee legal load limits and weight distribution using average weights under normal conditions.	x			
	3.	Due to space limitations on Tempe routes smaller wall to wall and curb to curb turning diameters are required. Vendor is to specify the turning diameter of the completed unit as requested below. Smaller turning diameters will score higher during the evaluation process	x			
	a.	State wall to wall turning diameter for unit submitted			65.5	
	b.	State curb to curb turning diameter for unit submitted			60.95	
	c.	State wheel cut for submitted unit			50 degrees	
	4.	Frame rails of sufficient strength and rating to withstand refuse truck service. The RBM rating at least 2,080,000 in the main section, primarily of bolted construction with as few rivets as possible. The frame in the area of the lift arm to have a minimum RBM of 3,200,000.	x			
	5.	Front axle - 20,000# **minimum** with springs and shocks	x			
	6.	Springs and spring hangers for front axle to exceed the rating of the axle.	x			
	7.	Rear axle – Tandem axles with dual wheels and a **minimum** 40,000# rear axle rating – Meritor RT40-145.	x			
	8.	Axles to have outboard drums and hub seals.	x			
	9.	Gear ratio shall optimize refuse can to can power and speed, and be able to obtain **minimum** 60 mph road speed.	x			
	a.	State gear ratios offered 4.33 to 7.17 ratio offerings subject to axle choice and manufacturer approval				
	10.	Rear suspension - Hendrickson HN402 or HMX-400. Suspension capable of withstanding a GVWR of 60,000#.	x			
	a.	Specify Brand, Model and rating offered Hendrickson HMX-400				

		13.	Factory installed air conditioning to be of sufficient size and rating for use in ambient temperatures of up to 120 degrees Fahrenheit. All repair components to be available locally. Condenser to be factory installed dual fan, roof mount. Unit and all components, including condenser, installed in a manner that does not interfere with any of the truck or refuse operational controls.			
		14.	Factory installed heater and defroster			
		15.	LED chassis lighting package incorporating solid mounts with mid body turn signal is **required**	YES		
		16.	All wiring must be neatly loomed and routed	YES		
		17.	Color – manufacturer's standard white (Dupont Imron or equal)			BODY IS ZERO "VOC" POWDER COATED TO MATCH
		18.	Mud flaps installed on front and rear fenders to keep mud and debris from getting on refuse box or any components.	YES		BODY SUPPLIED WITH REAR FENDERS
		19.	Metal shield to be mounted ahead of front tandem tires and extend downward a sufficient length to prevent mud and debris from getting on refuse box or any components.	YES		REAR FENDERS STANDARD OPTION #16
	B.	Chassis		Vendor Response		
				Yes	No	Exception
		1.	GVRW – **minimum** 58,000#			
		2.	Wheel-base, cab to axle and overhang shall all meet respective body manufacturer's requirements. It is the vendor's responsibility to design the unit and guarantee legal load limits and weight distribution using average weights under normal conditions.			SCORPION BODY REQUIRES a 197" WHEELBASE
		3.	Due to space limitations on Tempe routes smaller wall to wall and curb to curb turning diameters are required. Vendor is to specify the turning diameter of the completed unit as requested below. Smaller turning diameters will score higher during the evaluation process			
			a. State wall to wall turning diameter for unit submitted			
			b. State curb to curb turning diameter for unit submitted			
			c. State wheel cut for submitted unit			
		4.	Frame rails of sufficient strength and rating to withstand refuse truck service. The RBM rating at least 2,080,000 in the main section, primarily of bolted construction with as few rivets as possible. The frame in the area of the lift arm to have a minimum RBM of 3,200,000.			
		5.	Front axle - 20,000# **minimum** with springs and shocks			
		6.	Springs and spring hangers for front axle to exceed the rating of the axle.			
		7.	Rear axle – Tandem axles with dual wheels and a **minimum** 40,000# rear axle rating – Meritor RT40-145.			
		8.	Axles to have outboard drums and hub seals.			
		9.	Gear ratio shall optimize refuse can to can power and speed, and be able to obtain **minimum** 60 mph road speed.			
			a. State gear ratios offered			
		10.	Rear suspension - Hendrickson HN402 or HMX-400. Suspension capable of withstanding a GVWR of 60,000#.			
			a. Specify Brand, Model and rating offered			

ARIZONA REFUSE SALES, LLC
1824 W. Broadway
Phoenix, AZ 85041

		11.	Brakes – dual circuit anti-lock, air			
			a. S cam actuators with automatic slack adjusters **required**	x		
			b. 18.0 CFM **minimum** compressor	x		18.7 exceeds spec
			c. Air dryer with replaceable cartridge shall be included	x		
			d. Air system to have air coupling or stem valve to allow pressurization of system from an outside source	x		
			e. State front brake size	16.5x7		
			f. State rear brake size	16.5x8.62		
		12.	Parking Brake – air activated release, spring loaded	x		
		13.	Tires – radial tubeless with standard highway tread	x		
			a. Size – 315/80R22.5 load range L	x		
			b. State Manufacturer and model	Continental HSU		
		14.	Wheels – Steel disc, 10 hole hub-piloted Budd type	X		
		15.	Fuel Tank Capacity – 70 gallon **minimum**			
			a. State tank capacity	75 GAL		
		16.	A means for towing vehicle with wrecker must be provided. Pick up loops or eyes on front of vehicle strong enough to tow the vehicle with the front wheels off the ground. Must have a front bumper.	X		
	C.	Engine		Vendor Response		
				Yes	No	Exception
		1.	Emissions compliant electronically controlled diesel engine. Cummins ISL (345 HP) or approved equal.	X		
			a. State Manufacturer	Cummins		
			b. State Model	ISL		
			c. State Horsepower	345		
			d. State Torque	1150		
			e. State year of manufacture	2009		
		2.	Oil Filter – full flow, spin-on	X		
		3.	Air Cleaner – dry type – dual element. Air intake for the engine must be from a point above roof of cab and properly bonneted to keep out moisture. Intake system to have restriction gauge mounted on the air cleaner housing.	X		
		4.	Coolant Filtration System – spin on type with pre charged element		X	DEEMED UNNECESSARY PER ENGINE MFG AND DELETED FROM BUILD
		5.	Cooling system must have the largest heavy-duty components available with coolant recovery system. Cooling system filter equipped. Manufacturer must state that cooling system will keep engine at normal operating temperature in very dusty conditions and in temperatures that can reach 120 degree Fahrenheit. The preferred cooling system will have no more than one radiator, frontally mounted. Metal surge tank required (plastic tanks not acceptable).	X		
		6.	Engine alarm and shutdown system for high water temperature and low oil pressure. System must be OEM approved.	X		
		7.	Engine supplied with high quality fuel filtering system to remove all impurities, including water, from the fuel. Spin-on preferred.	X		

		8.	Alternator – 12 volt Delco HD 33Si series 135 amp **minimum.**	X		
			a. State alternator manufacturer, model and amperage	Delco 145amp 22si		
		9.	Batteries – 3 ea 12 volt low, or maintenance free, 2250 CCA **minimum**	x		
		10.	Cables professionally formed and routed with the shortest cable possible to reduce voltage drop and amp loss.	x		
		11.	Batteries housed in covered container that is resistant to corrosion and yet must be easily accessible for servicing.	x		
		12.	Unit **must** be supplied with a battery cut off switch with lockout. The switch is to be mounted as close to the batteries as possible and wired to interrupt the positive battery feed.	x		
		13.	Exhaust System - Proper heat shielding is required to preclude refuse debris from contacting any heat sources created by the turbo and exhaust system components. Height of system, including diffuser, should not exceed height of body.	x		exhaust runs upright (ground to roof) vs door to door in order to insure clear line of sight out the back window and to further reduce the surface area of exhaust/shielding that debris can come in contact with resulting in the possibility of a fire
	D.	Transmission		Vendor Response		
				Yes	No	Exception
		1.	Allison automatic – 4500 RDS, 5 speed	x		
			a. Push button selector	x		
			b. PTO provision – hot shift or constant speed	x		
		2.	Transmission oil to water cooler	x		
		3.	Transmission **must be** supplied from the factory with Allison approved Transynd synthetic fluid.	x		
		4.	Allison ETC 5 year extended warranty to be **included**	x		
	E.	Training and Manuals (CD format acceptable)		Vendor Response		
				Yes	No	Exception
		1.	Parts manuals – one (1) copy ea for engine, transmission, cab and chassis and all other applicable systems to be supplied with each unit	x		
		2.	Service manual, repair and diagnostic software and adaptors – one (1) copy ea – for engine, transmission, cab and chassis and all other applicable systems to be supplied with each unit	x		
		3.	Factory authorized maintenance and repair of engine, chassis and transmission – training for two (2) staff members for each unit ordered. The cost of training to be included in bid price and include travel and lodging if necessary	x		
		4.	Operators manual – two (2) – to be supplied with each unit			
	F.	Miscellaneous		Vendor Response		
				Yes	No	Exception
		1.	MCO supplied at time of delivery is **required**	x		
		2.	MVD level 1 vehicle inspection provided for each complete unit is **required**	x		
		3.	A **minimum** of 4 sets of keys shall be supplied at time of delivery	x		
		4.	Diagnostic software, cables, adaptors and any required updates during the entire contract period **must** be supplied	x		
			a. Engine diagnostic software	x		
			b. Transmission diagnostic software	x		

			c.	Anti-Lock Brake diagnostic software	x		
			d.	Chassis diagnostic software	x		
			e.	Other diagnostic software – list below			
				i.			
				ii.			
				iii			

Side Load Refuse Unit

					Vendor Response		
	A.	Body			Yes	No	Exception
		1.	26 yard capacity exclusive of hopper		x		
			a.	State Manufacturer			
			b.	State Model			
			c.	State Warranty provided			
			d.	State capacity of unit proposed			
			e.	State Length of completed unit			
			f.	State Width of completed unit			
			g.	State Height of completed unit			
		2.	Body shall be designed for mounting on a COE chassis to allow accessibility to engine and all components				
		3.	LED lighting package with solid mounts **required.**				
		4.	Mid body turn signals (LED) are to be mounted on each side of the body. Solid mount to avoid lights being dislodged by contract with trees, brush, etc.				
		5.	Center mounted LED brake light is **required**				
		6.	Ecco model 210 electronic back up alarm to be installed				
		7.	All exterior seams and abutments continuously welded for strength and neatness of appearance.				
		8.	Structural integrity of the body shall allow high density loading – **minimum** of 700 pounds per cubic yard of normal refuse.				
		9.	Body shall be constructed in such a fashion, and from materials, that will allow repeated packing cycles without distortion of body.				
		10.	Accessibility of large adult, 6'2" – 220 lbs, must be provided to area in refuse box behind the packer. Safety system provided to prohibit packer from operating when accessing the packer area.				
					Vendor Response		
	B.	Tailgate			Yes	No	Exception
		1.	Tailgate to be top hinged – one piece				
		2.	Tailgate shall be raised by hydraulic cylinders for load ejection.				
			a.	Tailgate cylinders to incorporate a restriction device to prevent rapid decent in the case of hydraulic failure			
		3.	Tailgate movement and latching controlled from inside of cab.				

			c.	Anti-Lock Brake diagnostic software			
			d.	Chassis diagnostic software			
			e.	Other diagnostic software – list below			
				i. BODY AND ARM ELECTRICAL	YES		
				ii.			
				iii			

Side Load Refuse Unit

				Vendor Response		
A.	Body			Yes	No	Exception
	1.	26 yard capacity exclusive of hopper		✓		27 CU.YD.
		a.	State Manufacturer DaDee MFG. (ARIZONA BASED MANUFACTURER)			
		b.	State Model SCORPION			
		c.	State Warranty provided ONE YEAR			
		d.	State capacity of unit proposed 27 CU YD W/ 3 YD HOPPER			
		e.	State Length of completed unit 276" BODY, T/G AND ARM.			
		f.	State Width of completed unit 102" OUTSIDE BOLSTERS			
		g.	State Height of completed unit 107" ABOVE CHASSIS FRAME			
	2.	Body shall be designed for mounting on a COE chassis to allow accessibility to engine and all components		YES		
	3.	LED lighting package with solid mounts **required.**		YES		
	4.	Mid body turn signals (LED) are to be mounted on each side of the body. Solid mount to avoid lights being dislodged by contract with trees, brush, etc.		YES		
	5.	Center mounted LED brake light is **required**		YES		
	6.	Ecco model 210 electronic back up alarm to be installed		YES		
	7.	All exterior seams and abutments continuously welded for strength and neatness of appearance.		YES		
	8.	Structural integrity of the body shall allow high density loading – **minimum** of 700 pounds per cubic yard of normal refuse.		YES		
	9.	Body shall be constructed in such a fashion, and from materials, that will allow repeated packing cycles without distortion of body.		YES		
	10.	Accessibility of large adult, 6'2" – 220 lbs, must be provided to area in refuse box behind the packer. Safety system provided to prohibit packer from operating when accessing the packer area.		YES		ENHANCED SAFETY DESIGN OF PACKER AND CONTROLS TO ELIMINATE NEED FOR ENTRY OF PACKER AREA.

				Vendor Response		
B.	Tailgate			Yes	No	Exception
	1.	Tailgate to be top hinged – one piece		YES		
	2.	Tailgate shall be raised by hydraulic cylinders for load ejection.		YES		
		a.	Tailgate cylinders to incorporate a restriction device to prevent rapid decent in the case of hydraulic failure	YES		
	3.	Tailgate movement and latching controlled from inside of cab.		YES		

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Phoenix, AZ 85041

	4.	Tailgate seal shall be designed in such a fashion to allow vendor to guarantee no leakage will occur during normal operation.	YES		
	5.	It is preferred that the tailgate incorporate a heavy duty positive type hydraulic latch operated from inside the cab	YES		
	6.	Tailgate constructed of **minimum** 10 gauge steel and sufficiently reinforced to withstand repeated packing	YES		
	7.	Hinge mounts reinforced where attached to body.	YES		
	8.	Heavy duty tailgate service props provided.	YES		
			Vendor Response		
C.	Hopper		Yes	No	Exception
	1.	Hopper opening in body to be sufficient size to allow dumping of 90 thru 300 gallon containers.	YES		
	2.	Manually operated hopper cover to be included		No	AUTOMATIC COVER
	3.	Hopper loading width 80" - **minimum**	YES		
	4.	The floor area to be **minimum** ½" ASTM-A36 steel with balance of the floor area to be equivalent to 7 gauge using 150,000 PSI yield steel.	YES		EXCEEDS: 1/4" AR400 PLATE
	a.	Hopper floor area shall be overlayed with **minimum** 3/16" 100,000 PSI steel.	YES		EXCEEDS: 1/4" AR400 PLATE
	b.	Liners shall be plug welded in place for convenience during replacement.	YES		1/4" AR400 LINERS
			Vendor Response		
D.	Packer		Yes	No	Exception
	1.	Paddle style packer system preferred.	YES		HORIZONTAL PIVOT
	a.	State design of packing system offered SWEEP BLADE W/ SLIDER			
	2.	Packer plate shall be constructed so that no distortion or bending will occur during repeated cycles of maximum packing pressures.	YES		
	3.	Packer plated shall be designed for continuous operation and refuse dumping in any position.	YES		
	4.	Packing sweep cycle shall displace an approximately volume of three (3) cubic yards at idle in a **maximum** of nine (9) seconds at 750 RPMs	YES		
	a.	State achievable compaction ratio in pounds per yard in operation for Tempe's climatic conditions.	700 TO 800 lbs PER CU. YD.		
	5.	The preferred packer plate and related hydraulic cylinders shall be capable of being greased without entering the hopper.	YES		WITHOUT ENTERING HOPPER OR UNDER BODY
			Vendor Response		
E.	Load Discharge		Yes	No	Exception
	1.	Dumping shall allow for complete emptying of the refuse body without the operator having to pull or clean remaining refuse from body.	YES		
	a.	Dual body dump cylinder configuration is preferred.		NO	SINGLE
			Vendor Response		
F.	Hydraulics		Yes	No	Exception
	1.	It is preferred that the system operate at 2,500 psi or less	YES		
	a.	State system operating pressure 2500 PSI			
	2.	Design and capacity of the hydraulic system must be adequate to maintain desired pressures and operating capabilities in ambient temperatures of up to 120 degrees Fahrenheit	YES		DESIGNED IN AZ. FOR ARIZONA TEMPERATURES

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Phoenix, AZ 85041

3.	Hydraulic reservoir shall be properly baffled	YES		
	a. State capacity of reservoir 55 GALLON			
4.	The hydraulic pump **must** be driven by the front of the engine	YES		
5.	Pump shall not protrude beyond the front bumper	YES		GUARDED IN ADDITION
6.	All hydraulic tubes shall be securely clamped to prevent vibration, abrasion and excessive noise.	YES		
	a. Tubes running the length of the body roof shall be protected from tree limbs.	YES		
	b. Exposed hoses or tubes running over the body structure will not be accepted.	YES		
7.	All high pressure hydraulic hoses will be double braided wire construction built to withstand a pressure equal to 2 times the maximum pump output	YES		
8.	All hydraulic pressure hose fitting **must be** SAE 37 degree, JIC style male ridged and female swivel.	YES		SEE OPTION FOR THIS BID #19
9.	Spin on filter with bypass valve shall be installed on the return line		NO	FILTER IN CANISTER IN TOP OF HYD. TANK
10.	All multi spool control valves shall be of sectional design such that servicing would not require replacement of the entire valve	YES		
11.	Hydraulic packing cylinders must be of the internal cushion design to minimize hydraulic shock.		NO	ALL CYLINDERS ARE CUSHIONED THRU ELECTRONIC VALVE AT ANY POSITION OF CYLINDER STROKE.
	a. Cylinder design shall decrease the speed of the cylinder at least the last ½" of cylinder stroke in both direction of travel		NO	
	b. Rods of packer cylinders **must be** induction hardened to a surface hardness of 55-65 Rockwell C scale.	YES		
	c. Rods of all cylinders shall be chrome plated	YES		
	d. All cylinders must be of a brand and design which can be repaired or rebuilt locally	YES		MANUFACTURED LOCALLY
	e. State brand of cylinder on unit offered DaDee MFG. (MFG IN TEMPE)			
	f. State warranty period offered on cylinders ONE YEAR			

G. Lifting Device		Vendor Response Yes	No	Exception
1.	The device shall, in continuous duty operation, be capable of extending arms, grasping, raising, dumping and returning container to the full down position in a **maximum** cycle time of eight (8) seconds at 750 RPM in gear.	YES		EXTEND IS NOT NORMALLY PART OF CYCLE TIME. 6¾ TO 7¼ SECOND CYCLE.
	a. State Cycle Time WITHOUT EXTEND = 6¾ TO 7¼ SECOND CYCLE.			
2.	The device shall, in continuous operation, be capable of lifting a 300 gallon plastic container weighing 1,800 pounds at any extension of the arm, in ambient temperatures of 120 degrees Fahrenheit, with feathering capability.	YES		
3.	Arms are to be designed to pickup 90 and 300 gallon containers.	YES		
	a. Arms are to be universal belt style and not require the driver to leave the cab in order to retrieve either size container.	YES		

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Phoenix, AZ 85041

4.	Arm shall be designed to operate off the right side of the vehicle.	YES		
5.	The lift shall have a **minimum** reach capability of 84" – reach from the side of the body to the center line of a 90 gallon container	YES		
	a. State reach of unit proposed 96"			
6.	Total mounting height must not exceed fourteen (14) feet.	YES		
	a. State height of arc when dumping a 300 gallon container	12' 6"		
7.	Unit is to be equipped with and electronic can counter. Counter shall be incorporated into the grip cycle – each time a can is gripped it is counted. Counter shall have an LCD display dash mounted to display the number of cans dumped.	YES		
8.	A loader control valve is required. Valve will be foot operated and located on the drivers side floorboard – left side. The valve will allow the operator to regulate the speed of the lift arm with their left foot.		No	Not REQUIRED. TOTAL CONTROL OF ARM SPEED IS IN JOYSTICK AND ROCKER SWITCHES
9.	Lift mechanism must deliver container to hopper with no kick-out.	YES		
10.	Driver must have a means to observe the entire operation from drivers seat.	YES		
	a. How will you achieve this requirement? MIRROR OR CAMERA (Hopper Camera Standard) SEE OPTION #13			
11.	Grip arm surfaces shall have a minimum of 270 degrees contact with the container circumference.	YES		
	a. Grip arm surfaces shall have vulcanized rubber-like material where they contact the can.	YES		
12.	Grip arm controls to be mounted on right side of driver.	YES		
	a. Electric over hydraulic controls are required.	YES		
	b. Unit shall be supplied with a remote electric joy stick control unit with pendant that can be randomly located by the operator for control of the grip arm functions.	YES		

H.	Painting	Vendor Response Yes	No	Exception
1.	Complete unit shall be cleaned and all weld slag removed	YES		UNIT IS MEDIA BLASTED AND COATED WITH ZERO VOC POWDER COATING PROCESS
2.	High grade zinc-oxide primer shall be applied	YES		
3.	Finish coat shall be high quality gloss enamel – white – to match cab color	YES		

I.	Training and Manuals (CD format acceptable)	Vendor Response Yes	No	Exception
1.	Parts manual – one (1) copy – for all components to be supplied with each unit	YES		
2.	Service manual – one (1) copy – for all components to be supplied with each unit	YES		
3.	Factory authorized maintenance and repair training for two (2) Tempe staff members for each unit ordered. The cost of training to be included in bid price and include travel and lodging if necessary	YES		
4.	Operators manual – two (2) – to be supplied with each unit	YES		

ARIZONA REFUSE SALES, LLC
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Phoenix, AZ 85041

	J.	Miscellaneous				Vendor Response		
						Yes	No	Exception
		1.	Diagnostic software, cables, adaptors and any required updates during the entire contract period **must** be supplied			YES		
			a.	Refuse body diagnostic software		YES		
			b.	Other diagnostic software – list below		YES		
				i	ENHANCED SYSTEM UPGRADES	YES		
				ii				
				iii				

ARIZONA REFUSE SALES, LLC
1634 W. Broadway
Phoenix, AZ 85041

Proposal Questionnaire

Bidders shall submit answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information whether or not specifically provided by the bidder in response to this RFP.

1. Please provide the address of your local facility/s to provide parts, warranty and service work for both chassis and body.

   chassis: 2239 n Black Canyon Hwy... all we do is service refuse trucks. no class 8 tractors, firetrucks, motorhomes, or vocational trucks will ever keep us from scheduling your repairs or taking care of your parts needs. refuse is our 1 and only priority

2. If you do not have a local facility for services and parts, describe in detail how you will handle this issue.

3. Please describe the value of your local parts inventory specifically for chassis and refuse body offered.

   $300k in refuse chassis related inventory

4. Contact information – name, phone, cell phone & e-mail

   Mark Riley 602-615-2813 Mark_Riley@trucks-west.com

5. Describe your company and its history.

   We are very proud of what we do and how we service our customers. Communication with our cnstomers is something we are proud of and we strive to always insure our cnstomers are very informed on all aervice issues, new product offerings, parts issues and so on. Trucks West is managed by 3 core individuals having over 60 years of combined transportation related experience from the fleet perspective. As a result of our own personal experiences, we are all very much aware of the frustrations that can occur when dealing with dealerships that... don't communicate, don't carry much inventory, don't call you back, tell you your truck is being pulled into the shop, when in reality it has been sitting outback untouched. Because of all the personal heart bnrn we have experienced on onr own. We have been very much committed to ensuring our customers have a relationship with us that is rooted in frequent communication, honest answers and a demonatrated ability on our part that we are always willing to go further than all the rest, to better serve our customers needs and also that we understand the pressures they are dealing with from their user groups and operations peraonel whenever a truck goes down and so on.

Proposal Questionnaire

Bidders shall submit answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information whether or not specifically provided by the bidder in respouse to this RFP.

1. Please provide the address of your local facility/s to provide parts, warranty and service work for both chassis and body.

   BODY - ARIZONA REFUSE SALES
   1824 W. BROADWAY Rd
   PHOENIX ARIZONA 85041

2. If you do not have a local facility for services and parts, describe in detail how you will handle this issue.

   N/A

3. Please describe the value of your local parts inventory specifically for chassis and refuse body offered.

   BODY - $300,000 PLUS (THE SCORPION BODY IS MANUFACTURED RIGHT HERE IN PHOENIX AREA WITH ALL VENDORS ALSO LOCATED HERE.) PARTS ARE ALSO STOCKED BY OUR VENDORS

4. Contact information – name, phone, cell phone & e-mail

   ARIZONA REFUSE SALES, LLC
   1824 W. BROADWAY Rd. PHOENIX, AZ 85041
   PAUL CAMPBELL 602-276-4390 (602-653-5156 CELL
   PCAMPBELL@AZREFUSE.COM

5. Describe your company and its history.

   ARIZONA REFUSE SALES, LLC, IS A FULL LINE EQUIPMENT SALES, SERVICE AND PARTS FACILITY LOCATED IN PHOENIX ARIZONA SINCE 1996.

Proposal Questionnaire

Bidders shall submit answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information whether or not specifically provided by the bidder in response to this RFP.

1. Please provide the address of your local facility/s to provide parts, warranty and service work for both chassis and body.

   Arizona Refuse Sales LLC
   1824 W Broadway Rd
   Phoenix, AZ 85041

2. If you do not have a local facility for services and parts, describe in detail how you will handle this issue.

   N/A

3. Please describe the value of your local parts inventory specifically for chassis and refuse body offered.

   Approximately $25,000.00 for EZ-Pack Hercules..

4. Contact information – name, phone, cell phone & e-mail

   Arizona Refuse Sales, LLC
   1824 W Broadway Road
   Phoenix, AZ 85041

   Steve Campbell
   602-276-4390
   Cell 602-653-5155
   scampbell@azrefusc.com

5. Describe your company and its history.

   ARS is a full line equipment dealer, handling Parts, Sales, & Service for Refuse Equipment since 1996.

6. Do you have factory-trained personnel on site to perform installation, maintenance and repair on the equipment you are offering?

Yes we can fully repair and service all of your chassis and engine related needs.

7. What is the delivery time for the equipment you are offering – liquidated damages will apply if delivery timelines are not met. The City of Tempe prefers a delivery time of 180 days or less.

Delivery for front loader 190 days

Delivery for automated side loader 175 days

8. Do you agree to the Terms and Conditions of this RFP?

Yes x No _____

If No, explain below:

9. Do you have a demonstration model of the equipment you are offering available for review?

Yes x No _____

10. What training will be provided on the equipment you are bidding?

on site at Tempe's facility. Also periodically Autocar corporate has a training trailer that comes through Phoenix. When the trailer runs through town, the City of Tempe is welcome to attend that training as well.

11. Please provide three references (local government preferred) to which you have supplied similar product and services. Include the company name, a contact person and telephone number.

Name	Contact Person	Telephone #
City of Avondale	Roger Dudley	623-478-3300
City of Prescott	Chad McDowell	928-237-0648
City of Glendale	Dave Harvey	623-930-2621

6. Do you have factory-trained personnel on site to perform installation, maintenance and repair on the equipment you are offering?

YES, THE BODY MANUFACTURER (DaDee MFG.) IS ALSO LOCATED AT THIS FACILITY. PERSONNEL, TOOLING, PARTS AND ENGINEERING ARE READILY AVAILABLE.

7. What is the delivery time for the equipment you are offering – liquidated damages will apply if delivery timelines are not met. The City of Tempe prefers a delivery time of 180 days or less.

OUR DELIVERY TIME IS 60 DAYS AFTER RECEIPT OF CHASSIS AND BASED ON A CHASSIS DELIVERY SCHEDULE OF ONE PER WEEK.

8. Do you agree to the Terms and Conditions of this RFP?

Yes ✓ No ____

If No, explain below:

N/A

9. Do you have a demonstration model of the equipment you are offering available for review?

Yes ✓ No ____

10. What training will be provided on the equipment you are bidding?

TRAINING TO BE AT THE CITY OF TEMPE OR OUR FACILITY (1824 W. BROADWAY Rd. PHOENIX, AZ.). SAFETY, OPERATIONS, MAINTENANCE AND PARTS. TRAINING WILL CONTINUE UNTIL CITY IS COMPLETELY COMFORTABLE WITH THIS NEW PRODUCT.

11. Please provide three references (local government preferred) to which you have supplied similar product and services. Include the company name, a contact person and telephone number.

Name	Contact Person	Telephone #
CITY OF TUCSON	JOHN TENANT	520-791-3208
CITY OF CASA GRANDE	KEITH SWEARINGEN	520-421-8600
VISTA RECYCLING	BILL LONG	928-428-0830

ARIZONA REFUSE SALES, LLC
1824 W. Broadway
Phoenix, AZ 85041

6. Do you have factory-trained personnel on site to perform installation, maintenance and repair on the equipment you are offering?

Yes

7. What is the delivery time for the equipment you are offering – liquidated damages will apply if delivery timelines are not met. The City of Tempe prefers a delivery time of 180 days or less.

75 days

8. Do you agree to the Terms and Conditions of this RFP?

Yes ✓ No ____

If No, explain below:

9. Do you have a demonstration model of the equipment you are offering available for review?

Yes ✓ No ____

10. What training will be provided on the equipment you are bidding?

Safety, Operations, maintenance, & parts...

11. Please provide three references (local government preferred) to which you have supplied similar product and services. Include the company name, a contact person and telephone number.

Name	Contact Person	Telephone #
City of Casa Grande	Keith Swearingen	520-421-8615
AZ City Sanitation	Bill Lewallen	520-560-0428
Dragon Disposal	Baron Abbud	480-221-8907

Company Trucks West

Price List – Side Load Vehicle

Purchase volumes are estimates only – actual order quantities will vary. Participation by all listed entities is not guaranteed – only City of Tempe estimated quantities are guaranteed

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
1.	Side load refuse vehicle	30	Ea	$ 204,840.00	$6,145,200.00

Options		Cost
1.	Upgrade cab and chassis to **hybrid powered**	$ tbd, not released yet
2.	Upgrade cab and chassis to **CNG powered**	$ see attached
3.	Right hand drive	$ 835
4.	Pusher axle – 13,200# minimum, steerable, air-lift – Hendrickson preferred	$ 7,687
	State Manufacturer Hendrickson	
	State Model Composilite 13.2k steer	
4.	Roadway Displays Inc message board frame, two (2) per truck (2-1/4" x 95-1/2" x 31-1/2" to include frame and installation	$
5.	Double/extended brake pedal	$ 100.00
6.	Five (5) lb dry chemical ABC rated fire extinguisher with bracket mounted on body	$
7.	Tool box mounted on ICC rear bumper. Box dimensions approximately 24" wide x 18" tall x 18" deep with key and paddle or T-handle.	$
8.	Grote #64123 LED amber lights – quantity of two, mounted on rear of truck wired to alternately flash with in cab control switch	$
9.	Amber strobe light – quantity of one (1) mid mounted tail gate with in cab control switch	$
10.	Cone Holder	$
11.	Zonar GPS/Pretrip system subject to price adjustment based on quantity	$ 1,250.00
12.	**Other supplier recommended options (including extended warranties) – add pages if needed.**	
	see attached list	$
		$
		$
		$
		$
		$
		$
		$
		$
		$

Company _____

ARIZONA REFUSE SALES, LLC
1624 W. Broadway
Phoenix, AZ 85041

Price List – Side Load Vehicle

Purchase volumes are estimates only – actual order quantities will vary. Participation by all listed entities is not guaranteed – only City of Tempe estimated quantities are guaranteed

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
1.	Side load refuse vehicle BODY	30	Ea	$ 87,000 00	$ 2,610,000.00

Options		Cost
1.	Upgrade cab and chassis to **hybrid powered**	$
2.	Upgrade cab and chassis to **CNG powered**	$
3.	Right hand drive	$
4.	Pusher axle – 13,200# minimum, steerable, air-lift – Hendrickson preferred	$
	State Manufacturer	
	State Model	
4.	Roadway Displays Inc message board frame, two (2) per truck (2-1/4" x 95-1/2" x 31-1/2" to include frame and installation	$ 650 00 EACH SET
5.	Double/extended brake pedal	$
6.	Five (5) lb dry chemical ABC rated fire extinguisher with bracket mounted on body	$ 75 00
7.	Tool box mounted on ICC rear bumper. Box dimensions approximately 24" wide x 18" tall x 18" deep with key and paddle or T-handle.	$ 450 00 EACH
8.	Grote #64123 LED amber lights – quantity of two, mounted on rear of truck wired to alternately flash with in cab control switch (SEE #15)	$ 250 00 EACH SET
9.	Amber strobe light – quantity of one (1) mid mounted tail gate with in cab control switch (SEE #15)	$ 250 00 EACH
10.	Cone Holder	$ 150 00 EACH
11.	Zonar GPS/Pretrip system	$ 1250 00
12.	**Other supplier recommended options (including extended warranties) – add pages if needed.**	
13.	DUAL COLOR CAMERA (HOPPER AND T/G) SAFETY VISION	$ STANDARD
14.	THIRD CAMERA FOR ARM OR SIDE VIEW (S.V.)	$ 500 00
15.	DUAL AMBER LED STROBE ON T/G.	$ STANDARD
16.	REAR BODY FENDERS OVER TANDEM AXLE	$ STANDARD
17.	HOPPER AND ARM AND T/G FLOOD LIGHTS (LED)	$ STANDARD
18.	REAR AXLE BRAKE CHAMBER MUD FLAP COVER	$ STANDARD
19.	PARKER "GPP" LEAK FREE TECHNOLOGY WARRANTY-3 YEAR	$ STANDARD
20.	THREE YEAR CYLINDER AND VALVE WARRANTY AND PUMP	$ 4500 00
21.	FIVE YEAR CYLINDER WARRANTY ONLY	$ 4500 00
22.	OIL LEVEL (LEAK DETECTION) ALARM W/ DIGITAL DISPLAY	$ 300 00
23.	CENTER MOUNTED BRAKE LIGHT - LED	$ 75 00
24.	FRONT OF BODY DUAL AMBER STROBE LIGHTS - LED	$ 500 00
25.	OIL TEMPERATURE DIGITAL DISPLAY IN CAB	$ 400 00
26.	THREE FLASHING LIGHT KIT ON T/G TIED TO BRAKES - LED	$ 350 00
27.	SHOVEL AND RAKE HOLDER	$ 150 00
28.	HYDRAULIC SYSTEM HIGH PRESSURE FILTER'S	$ STANDARD W/ #20 ABOVE.
29.	30 CUBIC YARD BODY SIZE (CHASSIS W.B. 210" TO 220")	$ 900 00

* Applicable Tax 8.3 %

*** State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.**

Less prompt payments discount terms of 0 % 0 days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:	City of Tempe Accounting (see below for your contact) P.O. Box 5002 Tempe, Arizona 85280 Phone: 480-350-8355	
Accounting Contacts:	Cecilia Miller	Letters A-E
	Ramona Zapien	Letters F-O
	Penny Brophy	Letters P-Z

ARS ARIZONA REFUSE SALES, LLC

August 10, 2009

Chassis Dealer:

This letter is in reference to the City Tempe Request For Proposal #10-014. Arizona Refuse Sales, LLC (ARS) is pleased to offer **SCORPION™** from Dadee Mfg for the body portion of this bid. Pricing and description is as follows:

SCORPION™ 27 $87,000.00 each

ADD $2500.00 for additional mounting if CNG Option is required.

TERMS ARE NET 30.

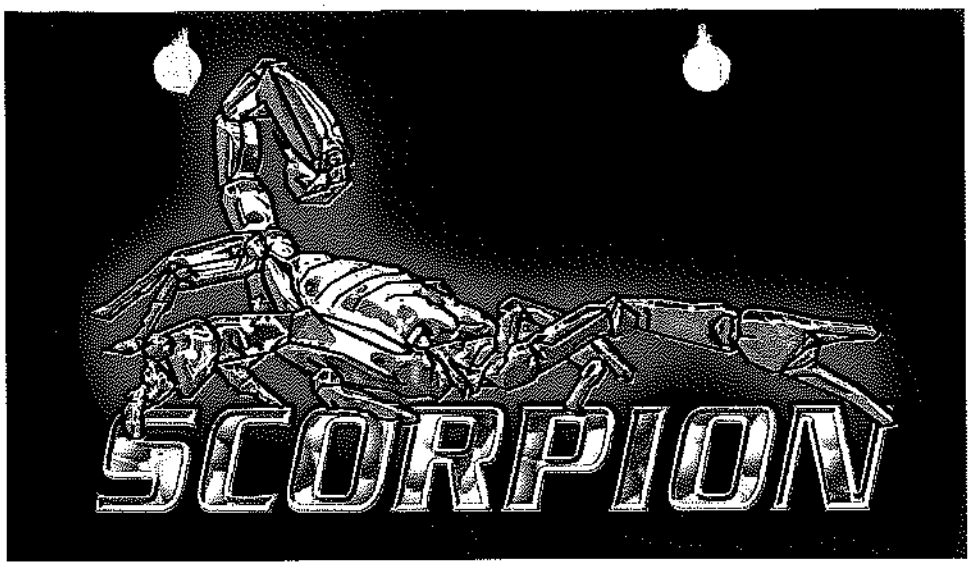
NOTE: Prices do not reflect any applicable taxes. F.O.B. Phoenix/Tempe, AZ. Chassis must ship to Dadee Mfg. facility for mounting. Delivery can be expected in approximately 60 days after receipt of chassis, and based on a chassis delivery of one per week. Successful chassis dealer must contact ARS to discuss exact chassis layout for mounting when placing order.

Please see attached sheet for chassis layout For Truck chassis requiring relocation of battery box, air tanks, etc., or other alterations--will be charged on a time and material basis.

If you have any questions, please contact me.

Paul Campbell
President

1824 W. Broadway • Phoenix, Arizona 85041
Phone: 602-276-4390 Fax: 602-276-5470



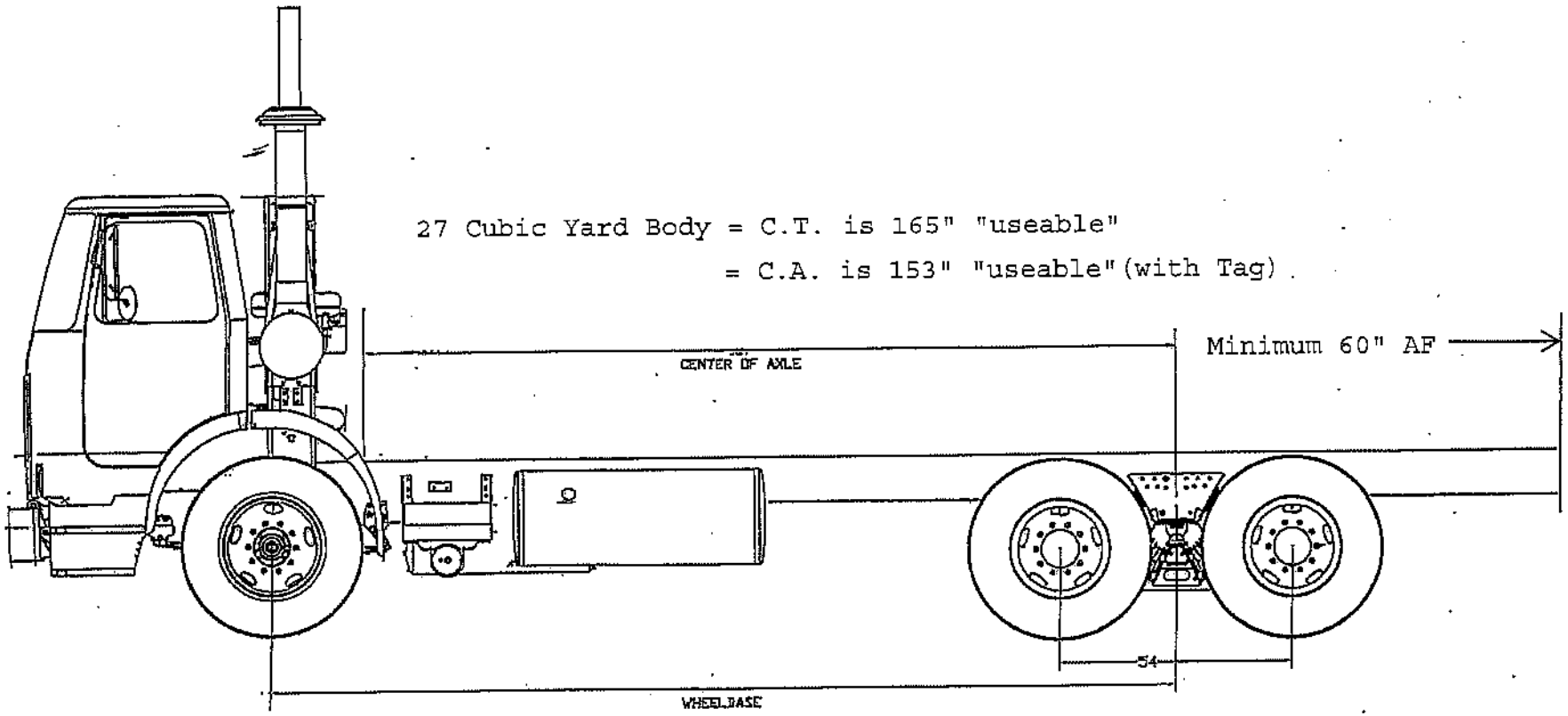
Standard Equipment

. 27 Cubic Yard Body capacity
. 3 Cubic Yard Hopper capacity "Self Cleaning"
. Continuous Dump and Pack System
. Patent Pending Continuous Hopper Cover
. AR400 1/4" Hopper and Body Floor
. Hopper Floor and Side Liners of ¼" AR400
. Patent Pending "Power Sweep" Packer System
. Low DBA Cushioned Packer Cycle
. Proven 1,600 pound capacity Lift Arm
. Patent Pending Roller Support for Inner Extension Beam
. Smooth Shift "Cushioned" Independent Arm Functions
. Single Motion "Auto Cycle" Arm function
. Joystick and Paddle Switch Controls
. Switchless "Finesse" Arm Function Control
. Simplistic "IQAN" Electronic Control System
. Low RPM Operate in Gear Hydraulic System
. Above Chassis Frame mounted Hydraulic Tank
. 10 Micron 100 % Hydraulic Fluid Filtration
. Outside Frame accessible Hydraulic Tank Shut Off Valve
. Complete L E D Lighting package
. Rear, Hopper and Arm L E D Work Lights
. Dual Color Camera System w/ Flat Monitor
. Rear Fenders
. Front and Rear Mud Flaps
. ANSI and FMVSS compliant
. One Year Warranty
. Parker "GPP" Three Year Leak Free Warranty Plan
. Zero VOC "Powder Coating" Paint process-One Color

DADEE inc.
1-800-940-7467

March 2009

DADEE Manufacturing July 2008

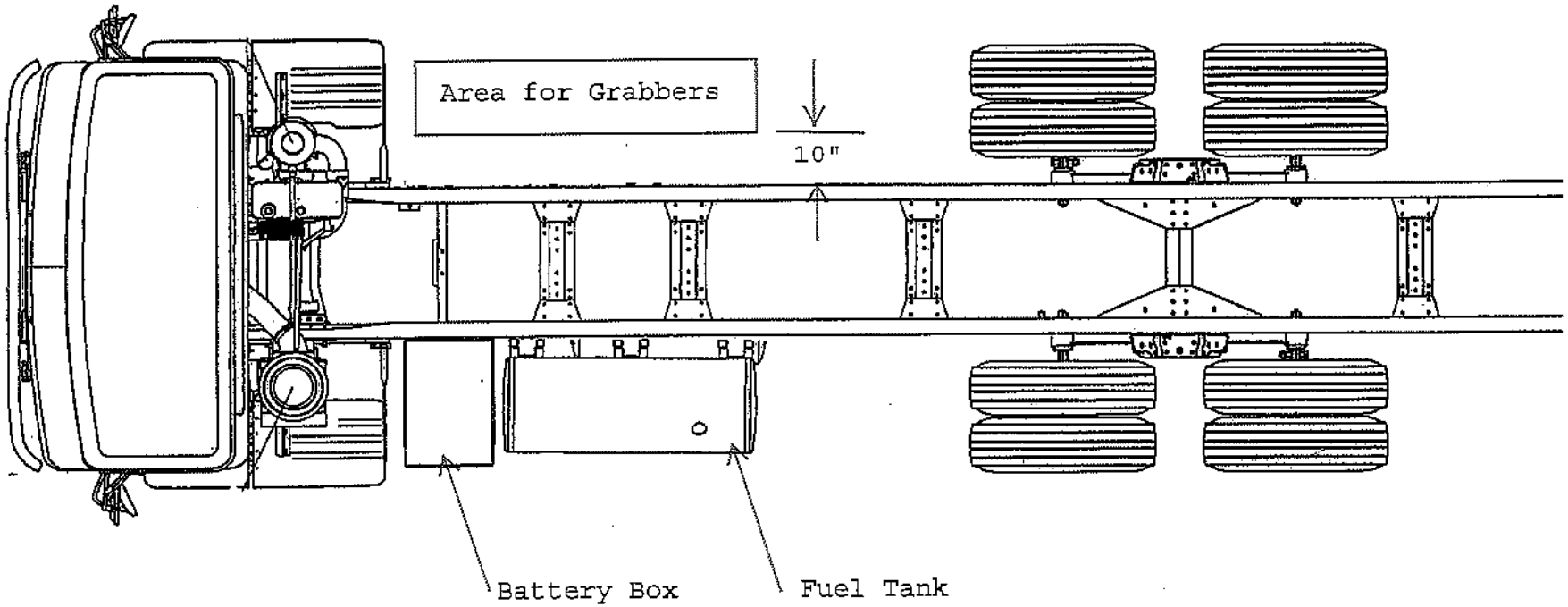


27 Cubic Yard Body = C.T. is 165" "useable"

= C.A. is 153" "useable" (with Tag)

27 Cubic Yard = W. B. is 197" for Tandem Axle

= W. B. is 185" for Single Axle w/Tag



1. Battery Box to be on Left Frame Rail
   * Mount as far forward as possible
   * Must be located minimum 8" below top of Frame Rail

2. Fuel Tank to be mounted on Left Frame Rail as far forward as possible

3. Right Frame Rail to be left open for Grabbers

SCORPION™ Refuse Bodies set the standard for "*Safety*"!

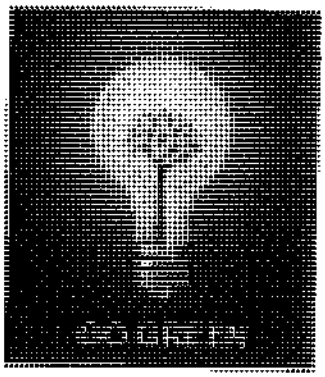
"Go Safe"

- No requirement to enter into the Hopper or Body area
- No need to enter under the Body
- No Maintenance to be performed in the Hopper or Body
- All lubrication done form ground level
  (no ladders or platforms required)
- ANSI Compliance Product
- Hopper and Body Tapered
  (no material jamming or wedging)
- No sweep blade tied to hopper floor
- No hole in the hopper floor for unsanitary leaks
- No follower panel to maintain
- No panel mechanism requiring clean-out behind blade
- No clean out doors requiring cleanout behind blade at dumping stations
- Automatic shut down system in case of an emergency
- Hopper and Back-up Cameras as standard equipment
- AutoPack only works in Gear. Manual Pack in Neutral

DADEE MFG

www.dadeemfg.com

SCORPION™ Refuse Bodies set the standard for "Green"!



- Environmentally friendly Powder Coat (Zero VOC)
- Leak-Free hydraulic fittings (Guaranteed)
- Diesel Fuel Savings from low HP draw hydraulic system
- No Lube Rollers
- Sealed Tailgate
- Hopper Cover
- Bio Degradable Hydraulic Fluid (Option)
- LED Lighting (Standard)

Diagnostics Options through Electronic Control System

- Hydraulic System Leak Detection
- Low Oil
- Hydraulic Oil Temperature
- Low Battery Voltage

DADEE MFG

www.dadeemfg.com

STANDARD UNIT WARRANTY

DaDee MANUFACTURING
NEW EQUIPMENT 12 MONTH LIMITED WARRANTY

DaDee Mfg. warrants that the goods purchased shall be free from defects in material and workmanship under normal use, only when proper service and maintenance are performed as described and required in Service Bulletins and Operator, Service, and Parts manuals and when the then current Warranty Policy and Procedures are followed, for a period of 12 months from the date when the Unit is put into service by customer or (60) days after the Unit is delivered to the dealer (the "Warranty"). Failure to comply with the then current Warranty Policy and Procedures may, in discretion, invalidate this Warranty in its entirety or invalidate any individual warranty claim. This DaDee Mfg. Warranty is expressly limited to the repair or replacement of any component or part that is proven to DaDee Mfg. satisfaction to have been defective in material or workmanship. Such components or parts shall be repaired or replaced without cost.

Any service parts sold by DaDee Mfg. shall carry a one year limited warranty for replacement only (labor is not included), provided that factory inspection reveals a material or workmanship defect. DaDee Mfg. reserves the right to make changed in the design or make additions to or improvements on its products without creating any obligation for installation in previously manufactured units.

THE WARRANTY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY BEING GIVEN BY DaDee MFG. WITH THE RESPECT TO THE UNIT AND ANY RELATED PARTS OR PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT ARE HEREBY DISCLAIMED. THE REMEDIES PROVIDED IN THIS WARRANTY ARE EXCLUSIVE REMEDIES AVAILABLE AND ARE LIMITED TO REPAIR AND REPLACEMENT OF THE NONCONFORMING PARTS.

IN NO EVENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY, SHALL DaDee MFG. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, PRODUCTS, DOWN TIME, COVER, TEMPORARY REPLACEMENT COST OR ANY OTHER DIRECT, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING ATTORNEYS' FEES. IN NO EVENT SHALL DaDee MFG. BE LIABLE FOR ANY LOSS, DAMAGE, CLAIM, COST OR EXPENSE, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATED TO ANY LEAK OR SPILL OR HYDRAULIC FLUID OR ANY HAZARDOUS MATERIAL (AS DEFINED UNDER ANY APPLICABLE FEDERAL, STATE OR LOCAL STATUTE, REGULATION OR THE LIKE) OR THE FAILURE TO PROPERLY DISPOSE OF HYDRAULIC FLUID OR ANY HAZARDOUS MATERIAL. OWNER AGREES TO DEFEND AND HOLD DADEE MFG. HARMLESS FROM ANY LOSS, DAMAGE, CLAIM, COST OR EXPENSE, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATED TO ANY ENVIRONMENTAL OR HAZARDOUS MATERIAL CLAIM.

THIS WARRANTY IS CONTINGENT UPON AND APPLICABLE ONLY IF THE THEN CURRENT DaDee MFG. WARRANTY POLICY AND PROCEDURES ARE COMPLIED WITH. OTHER THAN THE PURCHASE OF AN EXTENDED WARRANTY, NO EMPLOYEE OR REPRESENTATIVE OF DaDee MFG. IS AUTHORIZED TO MODIFY THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY. THIS IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY DADEE MFG.

July, 2008

DaDee Manufacturing Warranty Plan
Overview

- DaDee Mfg. warrants the Structural Integrity of the "Scorpion ASL" Body and Arm for a period of One Year which includes all Pins, Rollers, Wear Bars, Bearings and Gears from the time it is put into service by the customer.

- DaDee Mfg. warrants the Hydraulic System of the "Scorpion ASL" for a period of One Year which includes the Pump, Cylinders, Valves, Hoses, Tubes and Return Line Filters from the time it is put into service by the customer.

- All components are warranted with the exception of rubber goods. (Belts, Tailgate Seal, Hopper Rubber, Bumpers.)

- All Hydraulic Cylinders are warranted including Seals. Refer to the Cylinder Qualification Guide for details on claims.

- DaDee Mfg. has partnered with Parker for a "Three Year Leak Free Product. Refer to the Parker "Dry Technology" Guarantee.

- The "Scorpion ASL" unit is a new state of the art product and therefore DaDee Mfg. requests that you use all OEM components throughout its life.

- In order to retain this warranty, the Maintenance intervals for Lubrication and Filter Change are to be adhered to and performed by the Dealer or authorized Service Center.

HYDRAULIC CYLINDER WARRANTY CLAIMS

- WARRANTY QUALIFICATION GUIDE -

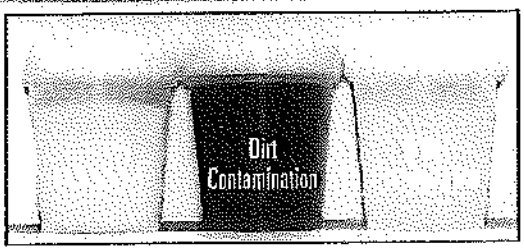
To ensure the best possible performance and to meet the operator's high expectations:

- All hydraulic cylinders are designed and tested to meet or exceed the most rigorous industry performance standards.
- All hydraulic cylinders are 100% tested before shipment from the manufacturer.
- The complete system is tested and certified operational and within the cleanliness specifications before shipment.

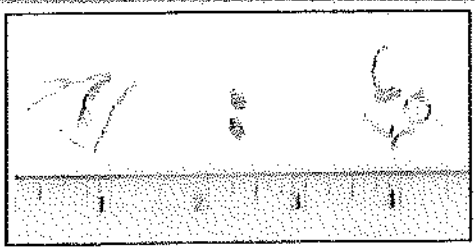
If a cylinder fails within the warranty period for a fault in materials or manufacturing, the defective cylinder will be replaced under the terms of the warranty. Failure Mode Analysis is used to evaluate cylinder failures, and wherever possible, to implement design and process changes to prevent similar future occurrences.

Correct evaluation of all failures is important in maintaining the highest performance standards expected of these products. The following examples are designed to show product failures that are not the result of design or manufacturing errors and will not be covered in the warranty program.

CONTAMINATION

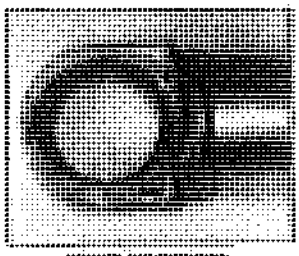


The contamination level of the oil in the hydraulic system must not exceed 18/15/13 in ISO code 4406.



Metallic and other debris not originating from the hydraulic system.

IMPROPER MAINTENANCE OR OPERATION



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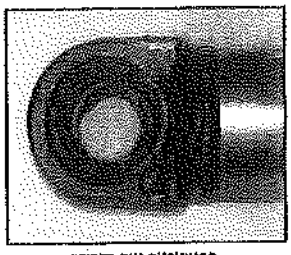
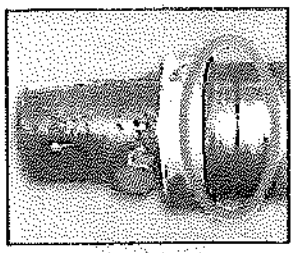


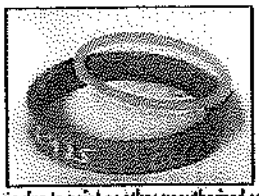
SEIZED PIN BUSHINGS
INADEQUATE LUBRICATION



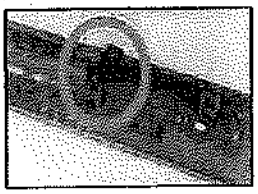
ABNORMAL WEAR
IMPROPER USE OF CYLINDER OR UNAUTHORIZED ATTACHMENTS

MODIFICATION/EXTERNAL DAMAGE

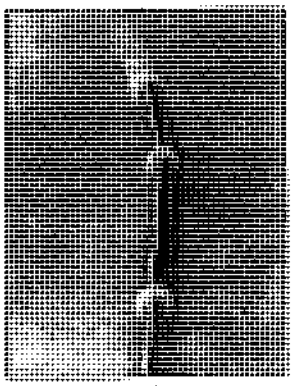
UNAUTHORIZED DESIGN CHANGES OR OPERATOR ERROR DAMAGE.



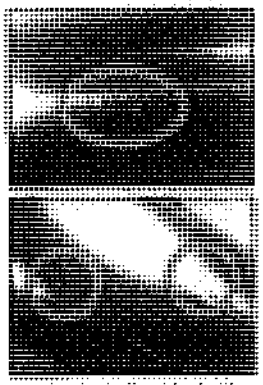
Seal damage due to paint or other unauthorized rod coating.



External welding on the cylinder customer modification.



BENT ROD
Caused by exceeding design load capacity.



[illegible]

Apr 2004

Parker
FluidConnectors

Genuine Parker Parts Warranty Policy/Procedure

The Warranty (What is covered)

- Elastomeric connections (Tube/Hose & Port Ends) covered for **three years** from date of purchase by end user.
- Hose assemblies covered for **one year** from date of purchase by end user
- Warranty card (found inside GPP warranty book, bulletin 3400-LF3) must be returned to Parker Technical Services by OEM or end user to activate warranty when the equipment is originally purchased.
- Parker field sales rep. will contact the end user to explain this warranty procedure and offer to be the end user's point of contact in the event of a problem.
- In the event of a claim, the end user should contact the Parker rep., OEM, OEM dealer or Parker distributor for assistance.
- Parts returned to Parker which are determined to have leaked due to defects in materials or workmanship will be replaced.

The Procedure for handling a warranty claim

- Customer **must** initially identify themselves as a GPP end user or that the failed product(s) came from a GPP certified machine.
- Distributor fills out Genuine Parker Parts Warranty Claims Card (yellow wire tag PS-801) which must accompany failed product back to the appropriate division along with a copy of the distributor sales invoice for the replacement product.
- End user pays for replacement product initially.
- End user will be reimbursed by the distributor who will be reimbursed by Parker if product is deemed defective in materials or workmanship by the appropriate Division.

Any questions regarding this warranty procedure should be directed to Parker Technical Services at 440-205-7799

Parker & DaDee Mfg.
A Partnership in Dry Technology

This Scorpion Takes the Sting Out of Rubbish Collection

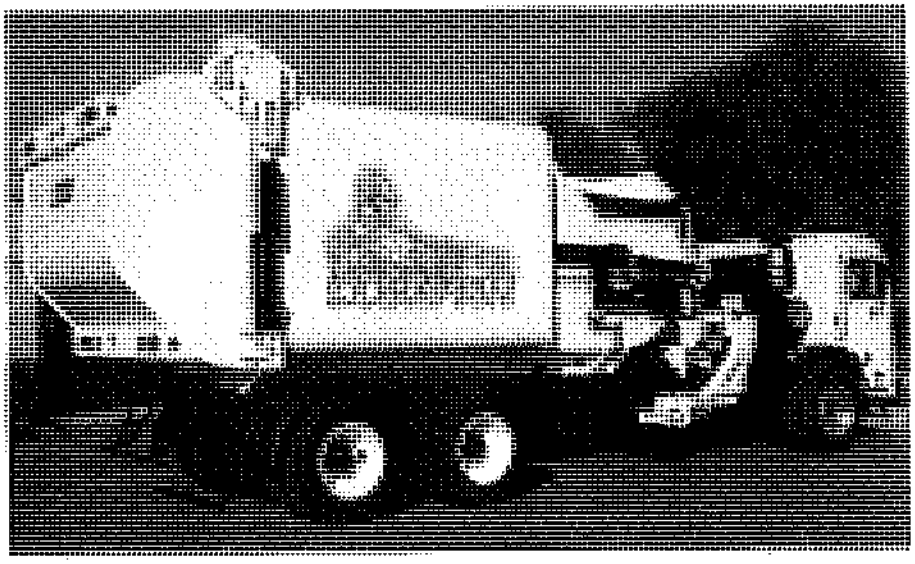
It's time to add another Scorpion to the 32 different scorpion species indigenous to Arizona.

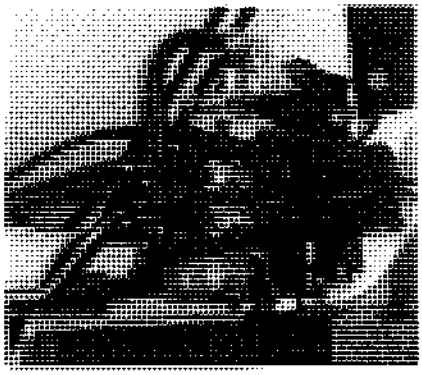
This one, an automated sideloader refuse truck manufactured by DaDee Manufacturing, takes the sting out of rubbish collection, and has already grabbed the attention of municipalities in Arizona and several other states.

This product was created as a result of the combined efforts of the staffs of DaDee Manufacturing and Arizona Refuse Sales. The design concept was based on input from their customers, "to keep it simple, smooth and durable."

The design also incorporates the changing need for new engine emission features, alternate fuel systems and lower horsepower draw on an existing chassis for better fuel consumption. This is all possible due to the hydraulic system design creating less wasted energy which equates to less heat and less hydraulic maintenance.

By outfitting the Scorpion with Genuine Parker Parts (GPP) and its leak-free warranty, it also takes the sting out of a financial bite to municipalities that purchase the vehicle. With GPP, the Scorpion uses Parker Hannifin fluid connectors





installed following Parker guidelines. The result is Parker guarantees end-nser customers that equipment will be free of hydraulic plumbing leaks for three years.

The Scorpion program was a joint effort of DaDee Mfg., the Systems Integration Division of Controlled Motion Solutions and Parker. The team nsed Parker components to create a smooth-operating hydraulic system. One of its key components is Parker's state-of-the art IQAN electronic control which monitors and controls the hydraulic system.

The Scorpion automated sideloader is manufactured for today's demands for performance, dependability and longevity.

It is not, "just another sideloader."

Parker

ENGINEERING YOUR SUCCESS.

Vendor's Offer

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: Trucks West of Phoenix

Company Mailing Address: 2239 n Black Canyon Hwy

City: Phx State: Az Zip: 85009

Contact Person: Mark Riley Title: New Truck Sales Manager

Phone No.: 602-615-2813 FAX: 602-415-0008 E-mail: mark_riley@trucks-west.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: 02-001216-S or

Arizona Use Tax No.: 07-649139-G

Federal I.D. No.: 86-1048822

City & State Where Sales Tax is Paid: Phoenix, Arizona

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.:

THIS PROPOSAL IS OFFERED BY

Name of Authorized individual (TYPE OR PRINT IN INK) Mark W. Riley

Title of Authorized Individual (TYPE OF PRINT IN INK) New Truck Sales Manager

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-391.06 and 35-393.06, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal offer will be considered nonresponsive and rejected.

Mark W. Riley 8/14/09

Signature of Authorized Offeror **Date**

Specifications – Rear Loader

Desired minimum specification for rear load refuse vehicles. Any exceptions to the desired specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing an operational system complete with all necessary components, accessories, controls, technical advise and supervision for efficient operation.

All specifications are preferred unless noted otherwise. If your product does not at least meet the indicated minimum specifications, or you are offering an equivalent brand, you must indicate "No" and provide details about your offering in the exception column. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe.

Item 1 – Rear Loader

Cab and Chassis						Vendor Response		
	A.	Cab				Yes	No	Exception
		1.	2 door COE Design – left hand steer			x		
			a.	Specify Manufacturer Autocar				
			b.	Specify Model ACX64				
			c.	Specify Warranty standard 1 yr chassis, 2 yr engine, 5 yr transmission				
		2.	Instruments – Fuel, voltmeter, oil pressure, air pressure, water temperature, transmission temperature, tachometer, speedometer			x		
			a.	Each gauge shall be independently wired and grounded. Units with "Smart Gauge" systems will not be accepted unless software, hardware and training is provided to allow the City the ability to reprogram and reset gauges.		x		exceeds spec. Autocar utilizes standard economical round face gauges availible everywhere
		3.	Drivers seat with lumbar support, Bostrom Levclair, or National Cushion Air – cloth covered.			x		
		4.	Passenger seat supplied - cloth covered.			x		
		5.	Power Steering – factory installed			x		
		6.	Dual windshield wipers and washers			x		roof mount wipers prevents smearing
		7.	Dual sun visors			x		
		8.	AM/FM/CD radio			x		
		9.	Tinted safety glass			x		
		10.	All windows, excluding windshield, to be covered with high performance metalized film (complaint with local legal requirements).			x		
		11.	Dual 6" x 16" collapsible west coast mirrors with 8" convex mirror mounted at base of frame			x		
		12.	Factory installed air conditioning to be of sufficient size and rating for use in ambient temperatures of up to 120 degrees Fahrenheit. All repair components to be available locally. Condenser to be factory installed dual fan, roof mount. Unit and all components, including condenser, installed in a manner that does not interfere with any of the truck or refuse operational controls.			x		factory installed ac and roof mount condensor insures superior performance, oe warranty oe engineering, oe consistent wiring from one truck build to the next, uncompromised cab structural intergrity, complete access to ac wiring schematics on oe service software
		13.	Factory installed heater and defroster			x		
		14.	LED chassis lighting package incorporating solid mounts with mid body turn signal is **required**			x		
		15.	All wiring must be neatly loomed and routed			x		

	16.	Color – manufacturer's standard white (Dupont Imron or equal)	x		
	17.	Mud flaps installed on front and rear fenders to keep mud and debris from getting on refuse box or any components.	x		
	18.	Metal shield to be mounted ahead of front tandem tires and extend downward a sufficient length to prevent mud and debris from getting on refuse box or any components.	x		
B.	Chassis		Vendor Response		
			Yes	No	Exception
	1.	GVRW – **minimum** 58,000#	x		
	2.	Wheel-base, cab to axle and overhang shall all meet respective body manufacturer's requirements. It is the vendor's responsibility to design the unit and guarantee legal load limits and weight distribution using average weights under normal conditions.	x		
	3.	Due to space limitations on Tempe routes a smaller wall to wall and curb to curb turning diameters are required. Vendor is to specify the turning diameter of the completed unit as requested below. Smaller turning diameters will score higher during the evaluation process	x		
	a.	State wall to wall turning diameter for unit submitted	61.4		
	b.	State curb to curb turning diameter for unit submitted	56.85		
	c.	State wheel cut for submitted unit	50 degrees		
	4.	Frame rails of sufficient strength and rating to withstand continuous refuse truck service. The RBM rating at least 2,080,000 in the main section, primarily of bolted construction with as few rivets as possible.	x		
	5.	Front axle - 20,000# **minimum** with springs and shocks	x		
	6.	Springs and spring hangers for front axle to exceed the rating of the axle.	x		
	7.	Rear axle – Tandem axles with dual wheels and a **minimum** 40,000# rear axle rating – Meritor RT40-145.	x		
	8.	Axles to have outboard drums and hub seals.	x		
	9.	Gear ratio shall optimize refuse can to can power and speed, and be able to obtain **minimum** 60 mph road speed.	x		
	a.	State gear ratios offered 4.33-7.17 ratio offerings subject to mfg approval			
	10.	Rear suspension – Hendrickson HN402 or HMX-400. Suspension capable of withstanding a GVWR of 60,000#.	x		
	a.	Specify Brand, Model and rating offered Hendrickson HMX-400			
	11.	Brakes – dual circuit anti-lock, air			
	a.	S cam actuators with automatic slack adjusters **required**	x		
	b.	18.0 CFM **minimum** compressor	x		
	c.	Air dryer with replaceable cartridge shall be included	x		
	d.	Air system to have air coupling or stem valve to allow pressurization of system from an outside source	x		
	e.	State front brake size	16.5x7		
	f.	State rear brake size	16.5x8.62		
	12.	Parking Brake – air activated release, spring loaded	x		
	13.	Tires – radial tubeless with standard highway tread	x		
	a.	Size - 315/80R22.5 load range L	x		
	14.	Wheels – Steel disc, 10 hole hub-piloted Budd type	x		
	15.	Fuel Tank Capacity – 70 gallon **minimum**			
	a.	State tank capacity	75 gallon		

		16.	Color – manufacturer's standard white (Dupont Imron or equal)			
		17.	Mud flaps installed on front and rear fenders to keep mud and debris from getting on refuse box or any components.			
		18.	Metal shield to be mounted ahead of front tandem tires and extend downward a sufficient length to prevent mud and debris from getting on refuse box or any components.	✓		
				Vendor Response		
	B.	Chassis		Yes	No	Exception
		1.	GVRW – **minimum** 58,000#			
		2.	Wheel-base, cab to axle and overhang shall all meet respective body manufacturer's requirements. It is the vendor's responsibility to design the unit and guarantee legal load limits and weight distribution using average weights under normal conditions.	✓		USABLE CT 156"
		3.	Due to space limitations on Tempe routes a smaller wall to wall and curb to curb turning diameters are required. Vendor is to specify the turning diameter of the completed unit as requested below. Smaller turning diameters will score higher during the evaluation process			
			a. State wall to wall turning diameter for unit submitted	Bodylength 270"		
			b. State curb to curb turning diameter for unit submitted			
			c. State wheel cut for submitted unit			
		4.	Frame rails of sufficient strength and rating to withstand continuous refuse truck service. The RBM rating at least 2,080,000 in the main section, primarily of bolted construction with as few rivets as possible.			
		5.	Front axle - 20,000# **minimum** with springs and shocks			
		6.	Springs and spring hangers for front axle to exceed the rating of the axle.			
		7.	Rear axle – Tandem axles with dual wheels and a **minimum** 40,000# rear axle rating – Meritor RT40-145.			
		8.	Axles to have outboard drums and hub seals.			
		9.	Gear ratio shall optimize refuse can to can power and speed, and be able to obtain **minimum** 60 mph road speed.			
			a. State gear ratios offered			
		10.	Rear suspension – Hendrickson HN402 or HMX-400. Suspension capable of withstanding a GVWR of 60,000#.			
			a. Specify Brand, Model and rating offered			
		11.	Brakes – dual circuit anti-lock, air			
			a. S cam actuators with automatic slack adjusters **required**			
			b. 18.0 CFM **minimum** compressor			
			c. Air dryer with replaceable cartridge shall be included			
			d. Air system to have air coupling or stem valve to allow pressurization of system from an outside source			
			e. State front brake size			
			f. State rear brake size			
		12.	Parking Brake – air activated release, spring loaded			
		13.	Tires – radial tubeless with standard highway tread			
			a. Size - 315/80R22.5 load range L			
		14.	Wheels – Steel disc, 10 hole hub-piloted Budd type			
		15.	Fuel Tank Capacity – 70 gallon **minimum**			
			a. State tank capacity			

	16.	A means for towing vehicle with wrecker must be provided. Pick up loops or eyes on front of vehicle strong enough to tow the vehicle with the front wheels off the ground. Must have a front bumper.	x		
			Vendor Response		
C.	Engine		Yes	No	Exception
	1.	Emissions compliant electronically controlled diesel engine. Cummins ISL (345 HP) or approved equal.	x		Non proprietary Cummins engine with multiple parts and service facilities across the phx metro valley
		a. State Manufacturer Cummins			
		b. State Model ISL			
		c. State Horsepower 345			
		d. State Torque 1150			
		e. State year of manufacture 2009			
	2.	Oil Filter – full flow, spin-on	X		
	3.	Air Cleaner – dry type – dual element. Air intake for the engine must be from a point above roof of cab and properly bonneted to keep out moisture. Intake system to have restriction gauge mounted on the air cleaner housing.	X		
	4.	Coolant Filtration System – spin on type with pre charged element		X	DEEMED UNNECESSARY BY CUMMINS DELETED FROM BUILDS
	5.	Cooling system must have the largest heavy-duty components available with coolant recovery system. Cooling system filter equipped. Manufacturer must state that cooling system will keep engine at normal operating temperature in very dusty conditions and in temperatures that can reach 120 degree Fahrenheit. The preferred cooling system will have no more than one radiator, frontally mounted. Metal surge tank required (plastic tanks not acceptable).	X		
	6.	Engine alarm and shutdown system for high water temperature and low oil pressure. System must be OEM approved.	X		
	7.	Engine supplied with high quality fuel filtering system to remove all impurities, including water, from the fuel with spin on filter.	X		
	8.	Alternator – 12 volt Delco HD 33Si series 135 amp **minimum**.	X		
		a. State alternator manufacturer, model and amperage	Delco 145amp / 22si		
	9.	Batteries – 3 ea 12 volt low, or maintenance free, 2250 CCA **minimum**	X		
	10.	Cables professionally formed and routed with the shortest cable possible to reduce voltage drop and amp loss.	X		
	11.	Batteries housed in covered container that is resistant to corrosion and yet must be easily accessible for servicing.	X		
	12.	Unit **must** be supplied with a battery cut off switch with lockout. The switch is to be mounted as close to the batteries as possible and wired to interrupt the positive battery feed.	X		
	13.	Exhaust System - Proper heat shielding is required to preclude refuse debris from contacting any heat sources created by the turbo and exhaust system components. Height of system, including diffuser, should not exceed height of body.	X		

				Vendor Response		
D.	Transmission			Yes	No	Exception
	1.	Allison automatic – 4500 RDS, 5 speed		X		
		a.	Push button selector	X		
		b.	PTO provision – hot shift or constant speed	X		
	2.	Transmission oil to water cooler		X		
	3.	Transmission **must** be supplied from the factory with Allison approved Transynd synthetic fluid.		X		
	4.	Allison ETC 5 year extended warranty to be **included**		X		
				Vendor Response		
E.	Training and Manuals (CD format acceptable)			Yes	No	Exception
	1.	Parts manual – one (1) copy each – for engine, transmission, cab and chassis and all other applicable systems to be supplied with each unit		X		
	2.	Service manual, repair and diagnostic software and adaptors – one (1) copy each – for engine, transmission, cab and chassis and all other applicable systems to be supplied with each unit		X		
	3.	Factory authorized training for maintenance and repair of engine, chassis and transmission – for two (2) staff members for each unit ordered. The cost of training to be included in bid price and include travel and lodging if necessary		X		
	4.	Operators manual – two (2) – to be supplied with each unit		X		
				Vendor Response		
F.	Miscellaneous			Yes	No	Exception
	1.	MCO supplied at time of delivery is **required**		X		
	2.	Level one inspection to be provided by vendor for each unit delivered is **required.**		X		
	3.	A **minimum** of 4 sets of keys shall be supplied at time of delivery		X		
	4.	Diagnostic software, cables, adaptors and any required updates during the entire contract period **must** be supplied		X		
		a.	Engine diagnostic software	X		
		b.	Transmission diagnostic software	X		
		c.	Anti-Lock Brake diagnostic software	X		
		d.	Chassis diagnostic software	X		
		e.	Other diagnostic software – list below			
			i.			
			ii.			
			iii			

Rear Load Refuse Unit

				Vendor Response		
A.	Body			Yes	No	Exception
	1.	25 yard capacity exclusive of tailgate hopper				
		a.	State Manufacturer			
		b.	State Model			
		c.	State capacity of unit proposed			
		d.	State warranty on unit offered			
	2.	Body shall be designed for mounting on a COE chassis to allow accessibility to engine and all components				

D.	Transmission			Vendor Response Yes	No	Exception
	1.	Allison automatic – 4500 RDS, 5 speed				
		a.	Push button selector			
		b.	PTO provision – hot shift or constant speed			
	2.	Transmission oil to water cooler				
	3.	Transmission **must** be supplied from the factory with Allison approved Transynd synthetic fluid.				
	4.	Allison ETC 5 year extended warranty to be **included**				

E.	Training and Manuals (CD format acceptable)		Vendor Response Yes	No	Exception
	1.	Parts manual – one (1) copy each – for engine, transmission, cab and chassis and all other applicable systems to be supplied with each unit			
	2.	Service manual, repair and diagnostic software and adaptors – one (1) copy each – for engine, transmission, cab and chassis and all other applicable systems to be supplied with each unit			
	3.	Factory authorized training for maintenance and repair of engine, chassis and transmission – for two (2) staff members for each unit ordered. The cost of training to be included in bid price and include travel and lodging if necessary			
	4.	Operators manual – two (2) – to be supplied with each unit			

F.	Miscellaneous			Vendor Response Yes	No	Exception
	1.	MCO supplied at time of delivery is **required**				
	2.	Level one inspection to be provided by vendor for each unit delivered is **required.**				
	3.	A **minimum** of 4 sets of keys shall be supplied at time of delivery				
	4.	Diagnostic software, cables, adaptors and any required updates during the entire contract period **must** be supplied				
		a.	Engine diagnostic software			
		b.	Transmission diagnostic software			
		c.	Anti-Lock Brake diagnostic software			
		d.	Chassis diagnostic software			
		e.	Other diagnostic software – list below			
			i.			
			ii.			
			iii			

Rear Load Refuse Unit

A.	Body			Vendor Response Yes	No	Exception
	1.	25 yard capacity exclusive of tailgate hopper		✓		
		a.	State Manufacturer HEIL			
		b.	State Model QPF5000			
		c.	State capacity of unit proposed 25 yd			
		d.	State warranty on unit offered ONE YR Complete w/ 5 yr Cyl. Warr			
	2.	Body shall be designed for mounting on a COE chassis to allow accessibility to engine and all components		✓		

	3.	LED lighting package incorporating solid mounts is **required**.	✓		
	4.	Mid body turn signals (LED) are to be mounted on each side of the body. Solid mount to avoid lights being dislodged by contract with trees, brush, etc.	✓		
	5.	Center mounted LED brake light is **required**	✓		
	6.	Ecco model 210 electronic back up alarm to be installed	✓		
	7.	Structural integrity of the body shall allow high density loading – **minimum** of 1,000 pounds per cubic yard of normal refuse.	✓		
		a. State packing density of unit proposed 1,000 lbs per yd³ nominal			
	8.	Body shall be constructed in such a fashion, and from materials, that will allow repeated packing cycles without distortion of body.	✓		
	9.	Body side door supplied. Access must meet ANSI Safety requirements. Door must be equipped with a reliable and positive latch.	✓		
	Tailgate		Vendor Response		
			Yes	No	Exception
	1.	Tailgate to be top hinged	✓		
	2.	Tailgate shall be raised by hydraulic cylinders for load ejection.	✓		
		a. Tailgate cylinders to incorporate a restriction device to prevent rapid decent in the case of hydraulic failure	✓		
	3.	Tailgate seal shall be designed in such a fashion to allow vendor to guarantee no leakage will occur during normal operation.	✓		
	4.	Tailgate shall incorporate a heavy duty positive type hydraulic latch operated from inside the cab.	changed by Addendum		
	5.	Two riding steps, one on either side, with grab handles provided	✓		
		a. Steps to be constructed with slip resistant, self cleaning material	✓		
		b. Steps shall not protrude beyond the rear edge of the tailgate	✓		
		c. Steps must conform to ANSI standards	✓		
	6.	Heavy duty tailgate service props provided.	✓		
C.	Hopper		Vendor Response		
			Yes	No	Exception
	1.	Capacity 3.5 cubic yards – **minimum**	✓		3.94 yd³
		a. State hopper capacity 3.94 yd³			
	2.	Hopper opening height 50" – **minimum**	✓		
		a. State opening height 55"			
	3.	Hopper loading width 80" – **minimum**	✓		
		a. State opening width 80"			
	4.	Hopper able to accept a solid object of **not less than** 30" diameter	✓		
		a. State maximum diameter of object 36"			
	5.	The City will be using these vehicles for collection of uncontained refuse which may include tree stumps and other large bulky items. Hopper must be of Heavy Duty construction	✓		

		6.	Hopper floor, sides and loading area to be constructs of ¼" 150,000 PSI steel - **minimum**	✓		
			a. Hopper floor, face and sides shall be overlayed with **minimum** 3/16" 150,000 PSI steel.	✓		
			b. Liners shall be plug welded in place for convenience during replacement.	✓		
				Vendor Response		
D.	Packer			Yes	No	Exception
		1.	Packing mechanism to consist of two primary structures – Carrier Panel and Packing Blade.	✓		
		2.	Carrier panel shall be mounted in the tailgate and guided by upper and lower slide shoes	✓		
			a. Shoes shall provide both vertical and lateral load bearing	✓		
			b. Shoes shall be able to rotate 180 degrees for extended service life	✓		
			c. Carrier panel to be constructed from 3/16" 150,000 PSI steel in all areas having contact with refuse.	✓		
			d. Packing blade hinge lugs shall be constructed using 2-1/2" minimum 150,000 PSI steel	✓		
			e. Link arm type carrier panels will not be accepted.	✓		
			f. Primary compaction to be accomplished with two double action hydraulic cylinders mounted inside of the hopper confines.	✓		
		3.	Packer blade shall be mounted to and pivot on the carrier panel hinge lugs with heat treated induction hardened steel pins and steel spherical bearings to maintain alignment.	✓		
			a. Blade shall be constructed of 3/16" 150,000 PSI steel.	✓		
			b. A 3/16" 150,000 PSI steel liner shall be plug welded to packer face.	✓		
			c. Packer blade lower edge double supported to resist distortion during packing cycle of large bulk items.	✓		
			d. Pre compaction accomplished by two double action large bore cushioned hydraulic cylinders located inside of hopper.	✓		
		4.	Each hopper full of material shall be compressed between the packing blade, carrier panel and ejector panel. The ejector panel will automatically advance forward as the body fills, in reaction to the packing forces and a pre-adjusted ejector unload valve. No operator attention shall be required to adjust the panel forward as the body fills	✓		
		5.	The packer mechanism shall be equipped with an automatic crowd pressure sensing device which will enable the packing mechanism to find a path through the load and will neither stall the mechanism or damage the structure.	✓		
		6.	Packer cycle control shall be mechanical, lever operated on the right hand side of tailgate.	✓		
			a. Capable of start, stop and reverse at any time throughout the cycle.	✓		
		7.	Packet cycle time shall be 20 seconds or less	✓		
			a. State cycle time 17-19 Sec's			

	8.	Operator reload time shall be 10 seconds or less	✓		
		a. State packer reload time 6-8 Sec's			
E.	Load Discharge		Vendor Response Yes	No	Exception
	1.	Load discharge shall be by means of a positive ejections system.	✓		
		a. Double acting, telescopic, hydraulic cylinder shall extend and retract the ejector panel the full length of the body.	✓		
	2.	Ejector panel shall be constructed from **minimum** 11 gauge hi-tensile strength steel on all surfaces	✓		
		a. Panels construction shall include reinforcement to withstand repeated packing and ejection forces without distortion to the ejector panel	✓		
	3.	Ejector panel shall travel the length of the body on a **minimum** of 4 replaceable wear shoes	✓		
		a. State material for shoes 100,000 yield Steel			
		b. Wear shoes must be replaceable without removal of the ejector body.	✓		
F.	Hydraulics		Vendor Response Yes	No	Exception
	1.	It is preferred that the system operate at 2,500 psi or less	✓		
		a. State system operating pressure 2,500			
	2.	Design and capacity of the hydraulic system must be adequate to maintain desired pressures and operating capabilities in ambient temperatures of up to 120 degrees Fahrenheit	✓		
	3.	Hydraulic reservoir shall be properly baffled	✓		
		a. State capacity of reservoir 50 gallon			
	4.	Hydraulic pump **must** be driven by the front of the engine	✓		
	5.	Pump shall not protrude beyond the front bumper			
	6.	All hydraulic tubes shall be securely clamped to prevent vibration, abrasion and excessive noise.	✓		
		a. Tubes running the length of the body roof shall be protected from tree limbs.	✓		
		b. Exposed hoses or tubes running over the body structure will not be accepted.	✓		
	7.	All high pressure hydraulic hoses will be double braided wire construction built to withstand a pressure equal to 2 times the maximum pump output	✓		
	8.	All hydraulic pressure hose fitting **must be** SAE 37 degree, JIC style male ridged and female swivel.	✓		
	9.	Spin on filter with bypass valve shall be installed on the return line	✓		On tank
	10.	If hydraulic tank is a front mount design requiring the operator to access the top of the truck to check fluid levels, a ladder shall be provided in a convenient location to access the tank		✓	Frame mount
	11.	All multi spool control valves **shall be** of sectional design such that servicing would not require replacement of the entire valve	✓		

	12.	Hydraulic packing cylinders must be of the internal cushion design to minimize hydraulic shock.		✓		
		a.	Cylinder design shall decrease the speed of the cylinder at least the last ½" of cylinder stroke in both direction of travel	✓		
		b.	Rods of packer cylinders **must be** induction hardened to a surface hardness of 55-65 Rockwell C scale.	✓		
		c.	Rods of all cylinders shall be chrome plated	✓		
		d.	All cylinders must be of a brand and design which can be repaired or rebuilt locally	✓		
		e.	State brand of cylinders on unit offered	John Deere, Hyco		
		f.	State warranty period offered on cylinders	5 yr Cylinder Warranty.		
G.	Controls			Vendor Response		
				Yes	No	Exception
	1.	Ejector panel and tailgate raise controls are to be mounted outside the body on front left had side		✓		
		a.	Throttle advance switch shall be mounted within easy reach of the control	✓		
		b.	System shall automatically raise the engine RPM to the proper speed during the packing cycle	✓		
	2.	PTO switch to be mounted inside the cab.		✓		
H.	Painting			Vendor Response		
				Yes	No	Exception
	1.	Complete unit shall be cleaned and all weld slag removed		✓		
	2.	High grade zinc-oxide primer shall be applied		✓		
	3.	Finish coat shall be high quality gloss enamel – white – to match cab color		✓		
I.	Training and Manuals (CD format acceptable)			Vendor Response		
				Yes	No	Exception
	1.	Parts manual – one (1) copy – for all components to be supplied with each unit		✓		
	2.	Service manual – one (1) copy – for all components to be supplied with each unit		✓		
	3.	Factory authorized maintenance and repair training for two (2) staff members for each unit ordered. The cost of training to be included in bid price and include travel and lodging if necessary		✓		
	4.	Operators manual – two (2) – to be supplied with each unit		✓		
J.	Miscellaneous			Vendor Response		
				Yes	No	Exception
	1.	Diagnostic software, cables, adaptors and any required updates during the entire contract period **must** be supplied				
		a.	Refuse body diagnostic software		✓	No Computer on this product.
		b.	Other diagnostic software – list below			
			i.			
			ii.			
			iii			

Proposal Questionnaire

Bidders shall submit answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information whether or not specifically provided by the bidder in response to this RFP.

1. Please provide the address of your local facility/s to provide parts, warranty and service work for both chassis and body.

   chassis: 2239 n Black Canyon Hwy... all we do is service refuse trucks. no class 8 tractors, firetrucks, motorhomes, or vocational trucks will ever keep us from scheduling your repairs or taking care of your parts needs. refuse is our 1 and only priority

2. If you do not have a local facility for services and parts, describe in detail how you will handle this issue.

3. Please describe the value of your local parts inventory specifically for chassis and refuse body offered.

   $300k in refuse chassis related inventory

4. Contact information – name, phone, cell phone & e-mail

   Mark Riley 602-615-2813 Mark_Riley@trucks-west.com

5. Describe your company and its history.

   We are very proud of what we do and how we service our customers. Communication with our customers is something we are proud of and we strive to always insure our customers are very informed on all service issues, new product offerings, parts issues and so on. Trucks West is managed by 3 core individuals having over 60 years of combined transportation related experience from the fleet perspective. As a result of our own personal experiences, we are all very much aware of the frustrations that can occur when dealing with dealerships that... don't communicate, don't carry much inventory, don't call you back, tell you your truck is being pulled into the shop, when in reality it has been sitting outback untouched. Because of all the personal heart burn we have experienced on our own. We have been very much committed to ensuring our customers have a relationship with us that is rooted in frequent communication, honest answers and a demonstrated ability on our part that we are always willing to go further than all the rest, to better serve our customers needs and also that we understand the pressures they are dealing with from their user groups and operations personel whenever a truck goes down and so on.

Proposal Questionnaire

Bidders shall submit answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information whether or not specifically provided by the bidder in response to this RFP.

1. Please provide the address of your local facility/s to provide parts, warranty and service work for both chassis and body.

   Body- Valley Truck 5228 N. Tom Murray Ave. Glendale, Az. 85301
   623 937 9454

2. If you do not have a local facility for services and parts, describe in detail how you will handle this issue.

3. Please describe the value of your local parts inventory specifically for chassis and refuse body offered.

   $150,000 nominal

4. Contact information – name, phone, cell phone & e-mail

   Tom NIGBUR 480·695·3503
   tnigbur@valleytruck.net

5. Describe your company and its history.

   Founded in 1989. Heil distributor, complete body and truck repair including A/C, Authorized Cummins partner, transmissions, suspension, axles, brakes - All Repairs.

6. Do you have factory-trained personnel on site to perform installation, maintenance and repair on the equipment you are offering?

Yes we can fully repair and service all of your chassis and engine related needs.

7. What is the delivery time for the equipment you are offering – liquidated damages will apply if delivery timelines are not met. The City of Tempe prefers a delivery time of 180 days or less.

Delivery for front loaders 180 days

Delivery for Automated side loaders 180 days

Delivery for rear loaders 180 days

8. Do you agree to the Terms and Conditions of this RFP?

Yes x No ____

If No, explain below:

9. Do you have a demonstration model of the equipment you are offering available for review?

Yes x No ____

10. What training will be provided on the equipment you are bidding?

on site at Tempe's facility. Also periodically Autocar corporate has a training trailer that comes through Phoenix. When the trailer runs through town, the City of Tempe is welcome to attend that training as well.

11. Please provide three references (local government preferred) to which you have supplied similar product and services. Include the company name, a contact person and telephone number.

Name	Contact Person	Telephone #
City of Avondale	Roger Dudley	623-478-3300
City of Prescott	Chad McDowell	928-237-0648
City of Glendale	Dave Harvey	623-930-2621

6. Do you have factory-trained personnel on site to perform installation, maintenance and repair on the equipmen you are offering?

yes

7. What is the delivery time for the equipment you are offering – liquidated damages will apply if delivery timelines are not met. The City of Tempe prefers a delivery time of 180 days or less.

Body - 60-75 business days after receipt of chassis.

8. Do you agree to the Terms and Conditions of this RFP?

Yes ✓ No ____

If No, explain below:

9. Do you have a demonstration model of the equipment you are offering available for review?

Yes ✓ No ____

10. What training will be provided on the equipment you are bidding?

In house training as you require.

11. Please provide three references (local government preferred) to which you have supplied similar product and services. Include the company name, a contact person and telephone number.

Name	Contact Person	Telephone #
Scottsdale	Rick Pence	480·312·5605
Prescott	Charlie Potts	928·777·1631
Flagstaff	Steve Bergeron	928·774·0668

Company Trucks West of Phoenix

Price List – Rear Load Vehicle

Purchase volumes are estimates only – actual order quantities will vary. Participation by all listed entities is not guaranteed – only City of Tempe estimated quantities are guaranteed

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
1.	Rear load refuse vehicle	12	Ea	$177,903.00	$2,134,836.00

Options		Cost
1.	Upgrade cab and chassis to **hybrid powered**	$ tbd
2.	Upgrade cab and chassis to **CNG powered**	$ see attached
3.	Pusher axle – 13,200# minimum, steerable, air-lift – Hendrickson preferred	$ 7,687
	State Manufacturer Hendrickson	
	State Model Composilite 13.2k steerable	
4.	Roadway Displays Inc message board frame, two (2) per truck (2-1/4" x 95-1/2" x 31-1/2" to include frame and installation	$
5.	Double/extended brake pedal	$ 100.00
6.	Five (5) lb dry chemical ABC rated fire extinguisher with bracket mounted on body	$
7.	Grote #64123 LED amber lights – quantity of two, mounted on rear of truck wired to alternately flash with in cab control switch	$
8.	Amber strobe light (LED) – quantity of one (1) mid mounted tail gate with in cab control switch	$
9.	14,000 pintle hitch with six pin round lighting connector wired for trailer brakes with actuator in cab	$
10.	Cone Holder	$
11.	Zonar GPS/Pretrip system subject to pricing adjustment, based on install qty	$ 1,250.00
12.	**Other supplier recommended options (including extended warranties) – add pages if needed.**	
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$

Company Valley Truck

Price List – Rear Load Vehicle

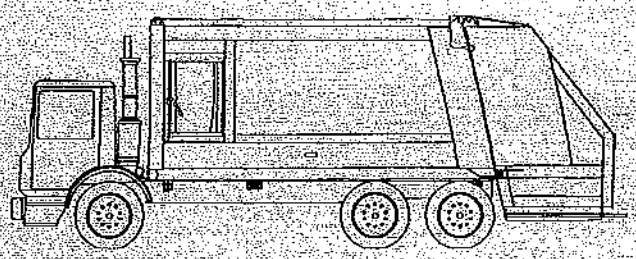
Purchase volumes are estimates only – actual order quantities will vary. Participation by all listed entities is not guaranteed – only City of Tempe estimated quantities are guaranteed

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
1.	Rear load refuse vehicle	12	Ea	$	$

Options		Cost
1.	Upgrade cab and chassis to **hybrid powered**	$
2.	Upgrade cab and chassis to **CNG powered**	$
3.	Pusher axle – 13,200# minimum, steerable, air-lift – Hendrickson preferred	$ 13,536
	State Manufacturer WATSON CHALIN	
	State Model WCP132	
4.	Roadway Displays Inc message board frame, two (2) per truck (2-1/4" x 95-1/2" x 31-1/2" to include frame and installation	$ 1,050
5.	Double/extended brake pedal	$
6.	Five (5) lb dry chemical ABC rated fire extinguisher with bracket mounted on body 20lb	$ 405
7.	Grote #64123 LED amber lights – quantity of two, mounted on rear of truck wired to alternately flash with in cab control switch	$ 300
8.	Amber strobe light (LED) – quantity of one (1) mid mounted tail gate with in cab control switch	$ 550
9.	14,000 pintle hitch with six pin round lighting connector wired for trailer brakes with actuator in cab	$ 2,550
10.	Cone Holder	$ 150
11.	Zonar GPS/Pretrip system	$ 1,393.83
12.	**Other supplier recommended options (including extended warranties) – add pages if needed.**	
		$
	See attached option Sheet	$
		$
	Two YR Complete body & Component Warranty	$ 3,150
	THREE YR Complete body & component Warranty	$ 5,420
	Four YR complete body & Component Warranty	$ 7,630
	Five YR complete body & Component Warranty	$ 9,890
		$
	5 YR Cyl. warranty is included in Bid Price	
		$

DuraPack™ 5000

High Compaction Rear Loader



PERFORMANCE SPECIFICATIONS

Compaction ..... 1000+ lbs. per yd³

Hopper Size ..... 3.94 cubic yards

Packing Cycle Time ..... 17-19 seconds*

Reload Time ..... 6-8 seconds*

*Dependent on pump selection

All designs, specifications and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time

HYDRAULIC SPECIFICATIONS

PUMP	
Type	High pressure gear
Maximum Operating Pressure	2,500 psi (17,237 kPa)
Flow Rate	42 GPM (159 liters/min.)
OIL RESERVOIR	
Tank Capacity	50 gallons (189 liters)
Filters (replacable)	100 mesh (140 micron) suction line; 3 micron return line filter with in-cab filter monitor
VALVES	
Shut-off	Ball valve in suction line between pump and reservoir
Packing control	Spool type
Ejector and Tailgate raise	Spool type

CHASSIS REQUIREMENTS

MODEL	MIN. GVWR	MIN. GAWR Conventional Front	MIN. GAWR Conventional Rear	MIN. GAWR Cab-Over-Engine Front	MIN. GAWR Cab-Over-Engine Rear	USABLE CA inches	USABLE CA mm	USABLE CT inches	USABLE CT mm	MIN. AF inches	MIN. AF mm
DP5000 - 18	39,000	11,000	29,000	13,000	26,000	124	3,150	N/A	N/A	32	1,295
DP5000 - 18	48,000	12,000	36,000	14,000	34,000	N/A	N/A	108	2,473	51	1,295
DP5000 - 20	51,000	13,000	38,000	15,000	36,000	N/A	N/A	126	3,200	51	1,295
DP5000 - 25	54,000	14,000	40,000	16,000	38,000	N/A	N/A	156	3,962	51	1,295
DP5000 - 27	57,000	15,000	42,000	17,000	40,000	N/A	N/A	167	4,242	51	1,295
DP5000 - 32	62,000	16,000	46,000	18,000	44,000	N/A	N/A	197	5,004	51	1,295

NOTES:
- Any chassis sent to Heil Environmental Industries, Ltd. with less than these minimum GVWR/GAWRs will not be mounted.
- If CA/CT is not as recommended, contact Heil Environmental for applicable weight distribution and GVWR/GAWR requirements.

BODY SPECIFICATIONS

MODEL	BODY CAPACITY yd³	BODY CAPACITY m³	OVERALL LENGTH inches	OVERALL LENGTH mm	OVERALL LENGTH (Tailgate Raised) inches	OVERALL LENGTH (Tailgate Raised) mm	OVERALL WIDTH inches	OVERALL WIDTH mm	OVERALL HEIGHT ABOVE FRAME inches	OVERALL HEIGHT ABOVE FRAME mm	OVERALL HEIGHT TAILGATE RAISED inches	OVERALL HEIGHT TAILGATE RAISED mm	GROSS WEIGHT (Approx.) lbs.	GROSS WEIGHT (Approx.) kg.
DP5000 - 18	18	13.7	225	5,715	275	6,985	96	2,438	96	2,438	208	5,283	14,300	6,487
DP5000 - 20	20	15.3	235	5,969	285	7,239	96	2,438	96	2,438	208	5,283	14,800	6,727
DP5000 - 25	25	19.1	270	6,858	320	8,128	96	2,438	96	2,438	208	5,283	15,500	7,045
DP5000 - 27	27	20.6	282	7,163	332	8,433	96	2,438	96	2,438	208	5,283	15,900	7,227
DP5000 - 32	32	24.4	310	7,874	360	9,144	96	2,438	96	2,438	208	5,283	17,200	7,818

CYLINDERS

MODEL	TAILGATE RAISE (2) BORE inches	TAILGATE RAISE (2) BORE mm	TAILGATE RAISE (2) STROKE inches	TAILGATE RAISE (2) STROKE mm	PACKING BLADE (2) DOUBLE ACTING BORE inches	PACKING BLADE (2) DOUBLE ACTING BORE mm	PACKING BLADE (2) DOUBLE ACTING STROKE inches	PACKING BLADE (2) DOUBLE ACTING STROKE mm	UPPER PANEL (2) DOUBLE ACTING BORE inches	UPPER PANEL (2) DOUBLE ACTING BORE mm	UPPER PANEL (2) DOUBLE ACTING STROKE inches	UPPER PANEL (2) DOUBLE ACTING STROKE mm
ALL	4	102	26	660	5.5	140	24	609	5	127	36	914

EJECTION (1) DOUBLE ACTING TELESCOPIC

MODEL	STAGES	BORE inches	BORE mm	STROKE inches	STROKE mm
DP5000 - 18	4	6	152	95.5	2,426
DP5000 - 20	4	6	152	105.2	2,672
DP5000 - 25	4	6	152	134.1	3,406
DP5000 - 27	4	6	152	145.8	3,703
DP5000 - 32	5	7	178	173.6	4,410

TAILGATE SPECIFICATION

HOPPER CAPACITY yd³	HOPPER CAPACITY m³	BELOW SILL HEIGHT BELOW CHASSIS FRAME inches	BELOW SILL HEIGHT BELOW CHASSIS FRAME mm	HOPPER LOADING WIDTH inches	HOPPER LOADING WIDTH mm	HOPPER OPENING HEIGHT inches	HOPPER OPENING HEIGHT mm	CYCLE TIME SECONDS (dependent on pump selection) Complete	CYCLE TIME SECONDS (dependent on pump selection) Reload
3.94	3.01	3.8	97	80	2,032	55	1,397	17-19	6-8

CONTACT YOUR LOCAL DEALER

THE WHEELS ARE ALWAYS TURNING

A DOVER COMPANY

5751 Cornelison Road, Chattanooga, TN 37411
866.367.4345 • Fax: 423.855.3478
www.heil.com

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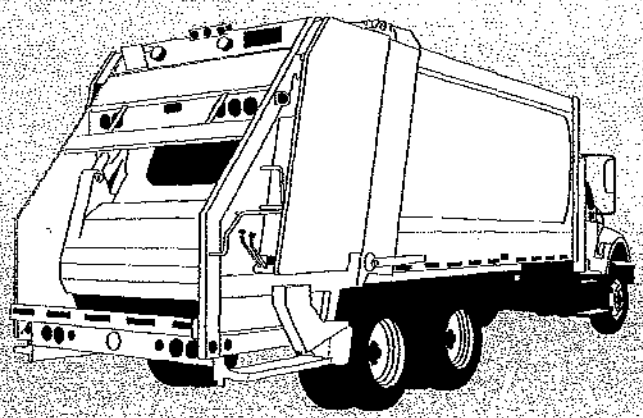
Form #SWS-706113-082106

ISO 9001 CERTIFIED

DuraPack® 5000

High Compaction Rear Loader



PERFORMANCE SPECIFICATIONS

Compaction	1,000+ Lbs. per Yd³
Hopper Size	3.94 Cubic Yards
Packing Cycle Time	17-19 Seconds
Reload Time	6-8 Seconds

All designs, specifications and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.

HYDRAULIC SPECIFICATIONS

PUMP	
Type	High pressure gear
Max. operating pressure	2,500 psi (17,237 kPa)
GPM	42 GPM (159 liters/min.)
OIL RESERVOIR	
Tank capacity	50 gallons (190 liters)
Filters (replaceable)	100 Mesh (140 Micron) suction line; 5 Micron return line with in-cab monitor
VALVES	
Shut-off	Ball valve in suction line between pump and reservoir
Packing control	Spool type
Ejector and tailgate raise	Spool type

CHASSIS REQUIREMENTS

MODEL	MIN. GVWR	MINIMUM GAWR Conventional Front	MINIMUM GAWR Conventional Rear	MINIMUM GAWR Cab-Over Engine Front	MINIMUM GAWR Cab-Over Engine Rear	USABLE CA inches	USABLE CA mm	USABLE CT inches	USABLE CT mm	MIN. AF inches	MIN. AF mm
F5000-18	39,000	11,000	29,000	13,000	26,000	124	3,150	N/A	N/A	32	813
F5000-18	48,000	12,000	36,000	14,000	34,000	N/A	N/A	108	2,479	51	1,295
F5000-20	51,000	13,000	38,000	15,000	36,000	N/A	N/A	126	3,200	51	1,295
F5000-25	54,000	14,000	40,000	16,000	38,000	N/A	N/A	156	3,962	51	1,295
F5000-27	57,000	15,000	42,000	17,000	40,000	N/A	N/A	167	4,242	51	1,295
F5000-32	62,000	16,000	46,000	18,000	44,000	N/A	N/A	197	5,004	51	1,295

NOTES:
- Any chassis sent to The Heil Co. with less than these minimum GVWR/GAWRs will not be mounted
- If CA/CT is not as recommended, contact Heil Environmental for applicable weight distribution and GVWR/GAWR requirements

BODY SPECIFICATIONS

MODEL	BODY CAPACITY yd³	BODY CAPACITY m³	OVERALL LENGTH inches	OVERALL LENGTH mm	OVERALL LENGTH (Tailgate Raised) inches	OVERALL LENGTH (Tailgate Raised) mm	OVERALL WIDTH inches	OVERALL WIDTH mm	OVERALL HEIGHT ABOVE FRAME inches	OVERALL HEIGHT ABOVE FRAME mm	OVERALL HEIGHT (Tailgate Raised) inches	OVERALL HEIGHT (Tailgate Raised) mm	GROSS WEIGHT APPROXIMATE lbs.	GROSS WEIGHT APPROXIMATE kg.
F5000-18	18	13.7	226	5,715	275	6,985	96	2,438	96	2,438	208	5,283	14,300	6,487
F5000-20	20	15.3	235	5,969	285	7,239	96	2,438	96	2,438	208	5,283	14,800	6,727
F5000-25	25	19.1	270	6,858	320	8,128	96	2,438	96	2,438	208	5,283	15,500	7,045
F5000-27	27	20.6	282	7,163	332	8,433	96	2,438	96	2,438	208	5,283	15,900	7,227
F5000-32	32	24.4	310	7,874	360	9,144	96	2,438	96	2,438	208	5,283	17,200	7,818

CYLINDERS

MODEL	TAILGATE RAISE (2) BORE in	TAILGATE RAISE (2) BORE mm	TAILGATE RAISE (2) STROKE in	TAILGATE RAISE (2) STROKE mm	PACKING BLADE (2) Double Acting BORE in	PACKING BLADE (2) BORE mm	PACKING BLADE (2) STROKE in	PACKING BLADE (2) STROKE mm	UPPER PANEL (2) Double Acting BORE in	UPPER PANEL (2) BORE mm	UPPER PANEL (2) STROKE in	UPPER PANEL (2) STROKE mm
ALL	4	102	26	660	5.5	140	24	609	5	127	36	914

EJECTION (1) Double Acting Telescopic

MODEL	STAGES	BORE in	BORE mm	STROKE in	STROKE mm
F5000-18	4	6	152	95.5	2,426
F5000-20	4	6	152	105.2	2,672
F5000-25	4	6	152	134.1	3,406
F5000-27	4	6	152	145.8	3,703
F5000-32	5	7	178	173.6	4,410

TAILGATE SPECIFICATIONS

HOPPER CAPACITY yd³	HOPPER CAPACITY m³	LOADING SILL HEIGHT BELOW CHASSIS FRAME inches	LOADING SILL HEIGHT BELOW CHASSIS FRAME mm	HOPPER LOADING WIDTH inches	HOPPER LOADING WIDTH mm	HOPPER OPENING HEIGHT inches	HOPPER OPENING HEIGHT mm	CYCLE TIME - Seconds (with optional regen. valve) Complete	CYCLE TIME - Seconds (with optional regen. valve) Reload
3.94	3.01	3.8	97	80	2,032	55	1,397	17-19	6-8

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HEIL

THE WHEELS ARE ALWAYS TURNING

Options

UPDATED OPTIONS

TOOL BOX	ADD	$620.00
DOUBLE EXTENDED BRAKE PEDAL	ADD	$300.00
ROADWAY DISPLAY SIGN 95 ½"X31 ½"	ADD	$1,150.00
20LB FIRE EXTINGUISHER	ADD	$405.00
TWO AMBER LIGHTS ON REAR	ADD	$860.00
DUAL AMBER FLASHING LIGHTS ON TG	ADD	$860.00
AMBER STROBE LIGHT ON TAILGATE	ADD	$S50.00
TANDEM REAR FENDERS	ADD	$920.00
SINGLE REAR FENDERS	ADD	$555.00
AUXILLIARY AXLE W/WHEELS & TIRES	ADD	$13,536.00

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EXTENDED WARRANTIES

TWO YEAR WARRANTY IN LIEU THREE YR	DEDUCT	$2,196.00
FOUR YEAR WARRANTY IN LIEU OF THREE YR	ADD	$6,884.00
FIVE YEAR WARRANTY IN LIEU OF THREE YR	ADD	$11,524.0(
ONE YEAR WARRANTY IN LIEU OF THREE YR	DEDUCT	$7,432.00

BODY OPTIONS FOR THE CITY OF TEMPE REAR LOAD PROPOSAL

POWERTRAK COMERCIAL

25 YD BODY IN LIEU OF 25 YD MODEL 5000 ..... ADD $7,225.00

27 YD BODY IN LIEU OF 25 YD MODEL 5000..... ADD $8,510.00

32 YD BODY IN LIEU OF 25 YD MODEL 5000..... ADD $10,885.00

DURA PACK 5000

18 YD BODY IN LIEU OF 25 YD ..... DEDUCT $3,004.00

20 YD BODY IN LIEU OF 25 YD ..... DEDUCT $2,008.00

25 YD BODY IN LIEU OF 25 YD ..... DEDUCT $7,797.00

27 YD BODY IN LIEU OF 25 YD ..... ADD $1,320.00

32 YD BODY IN LIEU OF 25 YD ..... ADD $3,615.00

FORMULA 4000

11 YD BODY IN LIEU OF 25 YD MODEL 5000 ..... DEDUCT $10,224.00

13 YD BODY IN LIEU OF 25 YD MODEL 5000 ..... DEDUCT $10,424.00

16 YD BODY IN LIEU OF 25 YD MODEL 5000 ..... DEDUCT $9,813.00

18 YD BODY IN LIEU OF 25 YD MODEL 5000 ..... DEDUCT $8,205.00

20 YD BODY IN LIEU OF 25 YD MODEL 5000 ..... DEDUCT $7,336.00

25 YD BODY IN LIEU OF 25 YD MODEL 5000 ..... DEDUCT $6,128.00

AUXILLIARY STEERING AXLE WITH WHEELS AND TIRES ..... ADD $13,536.00

HOT SHIFT PTO IN LIEU OF FRONT MOUNT PUMP ..... ADD $3,50S

TRAILER HITCH ..... ADD $2,550.00

OPTION PRICING AUG 13, 2009

Pricing subject to change with out notice

CAB

O 5000002 **CAB SHELL** SINGLE RIGHT HAND DRIVE CAB 850
O 5000004 **CAB SHELL** DUAL DRIVE LH SIT AND RH STAND 4,888
O 5000003 **CAB SHELL** DUAL DRIVE LH AND RH SIT 3,374
O 5000003 **CAB SHELL** DUAL DRIVE LH AND RH SIT 3,374
O 5000003 **CAB SHELL** ACX42 in lieu of ACX64 -4,304

ENGINE

O 1010029 **ENGINE ASSY** ISM '07 320V @ 2100 RPM / 1150 LB-FT, CUMMINS 8,107
O 1010030 **ENGINE ASSY** ISM '07,350 V @ 2100/1450 LBFT, CUMMINS 8,107
O 1010031 **ENGINE ASSY** ISM '07,385 V @ 2100/1450 LBFT, CUMMINS 9,285
O 1010033 **ENGINE ASSY** ISM '07, 425V @ 2100/1550 FTLBS 9,963
O 1010022 **ENGINE ASSY** ISL '07, 365HP@2100RPM / 1250 FT-LBS, CUMMINS 1,973
O 1010*** **ENGINE ASSY** ISL '10 (2010 emission compliant) 9,800
O 1010027 **ENGINE ASSY** ISC 07, 300 HP @ 2200 RPM / 860 FT-LBS, CUMMINS -1,849
O 1010028 **ENGINE ASSY** ISC 07, 330 HP @ 2200 RPM 1000 FT-LBS, CUMMINS -1,388.80
O 1010032 **ENGINE ASSY** ISL-G '07, 300HP @ 2200/860 LB -FT, CUMMINS-WESTPORT 12,632
O 1010026 **ENGINE ASSY** ISL G '07,320 HP @ 2200/1000 LB-FT, CUMMINS-WESTPORT 13,062
O *******ALT FUEL APPLICATIONS ADDITIONALLY REQUIRE FUEL TANK INSTALLATION AT ADDITIONAL COST... Al ADDITIONAL FLATBED FREIGHT TO THE BODY MANUFACTURER AND THE FUEL TANK INSTALLER AT ADDITIONAL COST. TRANSPORTATION WILL BE QUOTED UPON REQUEST, BASED ON CURRENT MARKET FUEL COST. FUEL TANK INSTALLTION PRICING IS ATTACHED AND IS SUBJECT TO CHANGE/ADJUSTMENT PER THE INSTALLER, BASED ON MARKET AND SUPPLIER CHANGES/DEMAND. ADDITIONAL BODY MANUFACTURE CHARGES MAY APPLY TO ACCOMMODATE FUEL TANK INSTALL. CURRENT ADDITIONAL APPROXIMATED COST OF BODY MANUFACTURE MODS ESTIMATED AT $2,500.00

ENGINE EQUIP

O 122002 **PTO-ENGINE FRONT** ADAPTER FOR SPICER 1350 753
O 128072 **ENGINE CONTROL SPECIFICATIONS** ELECTRONIC ENGINE NONDEFAULT SPECS 67
O 1310006 **BRAKE-ENGINE** CUMMINS VGT EXHAUST BRAKE 450
N 1310002 **BRAKE-ENGINE** C BRAKE BY JACOBS 2 POSITION FOR ISM 2,218
O 1310001 **BRAKE-ENGINE** C BRAKE BY JACOBS 1 POSITION FOR ISL/ISC 2,080
O 1760001 **ENGINE OIL SAMPLING PROVISION** ENGINE OIL SAMPLING PORT 168
O 180024 **ENGINE BLOCK HEATER** PHILLIPS 120V 1000 WATT 84
N 180021 **ENGINE BLOCK HEATER** PHILLIPS 120V 1500W 84
O 2080001 **FAN & DRIVE-ENGINE** 2-SPEED FAN 575
S 2200001 **AIR CLEANER** 15" ONE STAGE EPG CLEANER DONALDSON 0
O 2200002 **AIR CLEANER** 15" ONE STAGE EPG CLEANER W/SAFETY ELEMENT DONALDSON 59
O 230024 **MUFFLER SYSTEM** SINGLE HORIZONTAL WITH HORZ PIPE 468
O 230103 **MUFFLER SYSTEM** SINGLE VERTICAL-LEFT HAND SIDE 160
S 230022 **MUFFLER SYSTEM** SINGLE VERTICAL - RH SIDE 0
N 2310002 **EXHAUST SHIELDS** STAINLESS STEEL HORZ MUFF SHIELD-SINGLE 58
N 233004 **EXHAUST STACK EXTENSION** TURNED OUT STACK 36
O 8020002 **ALTERNATOR** LEECE NEVILLE 12V 200 AMP 4900 368
O 802116 **ALTERNATOR** DELCO REMY 12V 110AMP 34SI 138
O 802117 **ALTERNATOR** DELCO REMY 12V 135AMP 34SI 207
O 810090 **BATTERY** 4 JOHNSON CONTROL 31ECL 12V 3000CCA 215
O 810092 **BATTERY** 3 JOHNSON CONTROL 31ECL 12V 2850CCA 187
O 810093 **BATTERY** 4 JOHNSON CONTROL 31ECL 12V 3800CCA 184
O 8200003 **STARTING MOTOR** DELCO REMY 12V 39 MT W/OCP 67

TRANSMISSION

O 2700021 **TRANSMISSION** ALLISON 3000 SERIES, 5- SPEED -4,712
O 2700022 **TRANSMISSION** ALLISON 3000 SERIES,6- SPEED -4,712
N 2700023 **TRANSMISSION** ALLISON 3500 SERIES,5- SPEED -4,932
N 2700024 **TRANSMISSION** ALLISON 3500 SERIES,6- SPEED -4,932
O 2900001 **TRANSMISSION OIL FILL/CHECK** TRANS FILL TUBE W/ DIPSTICK AND OIL SAMPLE PORT 68

FRONT AXLE

O 3700003 **FRONT AXLE** MERITOR MFS-18 STEER AXLE, 18000# RATING -25
O 3700004 **FRONT AXLE** MERITOR MFS-16 STEER AXLE, 16000# RATING -50
N 3700005 **FRONT AXLE** MERITOR MFS-14 STEER AXLE, 14700# RATING -95
N 3700006 **FRONT AXLE** MERITOR MFS-12 STEER AXLE, 12000# RATING -144
N 371005 **FRONT SUSPENSION** 5500 LB FLATLEAF 12,500 GROUND CAPACITY 0
N 371007 **FRONT SUSPENSION** 6500 LB FLATLEAF 14,500 GROUND CAPACITY 0
N 371008 **FRONT SUSPENSION** 7500 LB FLATLEAF 16,500 GROUND CAPACITY 0
O 371009 **FRONT SUSPENSION** 8500 LB FLATLEAF 18,800 GROUND CAPACITY -35
S 371135 **FRONT SUSPENSION** 9500 LOW CAMBER FLATLEAF 20,800 GR CAP 0
O 371025 **FRONT SUSPENSION** 10,100# FLATLEAF, 22,000# GRD CAPACITY 380
O 371T01 **SUSPENSION, FRONT AUX** AEON AUX LOAD CUSHION 298

REAR AXLE

N 3040001 **DRIVELINE RETARDER** TELMA 2400 SERIES – FOCAL MOUNTED 11,110
O 330442 **REAR DRIVE AXLE-SINGLE & TANDEM** ARVIN MERITOR RT44-145 44,000 LB 1,565
O 330444 **REAR DRIVE AXLE-SINGLE & TANDEM** ARVIN MERITOR RT46-160 46,000 LB 2,432
O 330481 **REAR DRIVE AXLE-SINGLE & TANDEM** ARVIN MERITOR RT50-160 50,000 LB 3,934
O 330507 **REAR DRIVE AXLE-SINGLE & TANDEM** ARVIN MERITOR RT46-164EH 46000 LB 2,562
O 330183 **REAR DRIVE AXLE-SINGLE & TANDEM** ARVIN MERITOR RT52-185 52,000 LB 6,425
O ****** **SINGLE REAR DRIVE AXLE IN LEIU OF TANDEM** NOT STANDARD AXLE CHANGE 2,638
O 330U001 **REAR AXLE LUBE PUMP** DIFFERENTIAL PUMP – MERITOR 338
N 331433 **REAR DRIVE AXLE RATIO** 4.33 $49
N 331456 **REAR DRIVE AXLE RATIO** 4.56 $49
N 331463 **REAR DRIVE AXLE RATIO** 4.63 $49
O 331488 **REAR DRIVE AXLE RATIO** 4.88 $49
N 331489 **REAR DRIVE AXLE RATIO** 4.89 $49
O 331529 **REAR DRIVE AXLE RATIO** 5.29 $49
N 331538 **REAR DRIVE AXLE RATIO** 5.38 $49
N 331543 **REAR DRIVE AXLE RATIO** 5.43 $49
N 331557 **REAR DRIVE AXLE RATIO** 5.57 $49
N 331563 **REAR DRIVE AXLE RATIO** 5.63 $49
O 331586 **REAR DRIVE AXLE RATIO** 5.86 $49
O 331614 **REAR DRIVE AXLE RATIO** 6.14 $49
N 331617 **REAR DRIVE AXLE RATIO** 6.17 $49
O 331643 **REAR DRIVE AXLE RATIO** 6.43 $49
O 331717 **REAR DRIVE AXLE RATIO** 7.17 $49
N 331996 **REAR DRIVE AXLE RATIO** MUST CHOOSE REAR DRIVE AXLE RATIO. AXLE RATIO SELECTION IS SUBJECT TO MFG APPROVAL
O 333014 **REAR DRIVE AXLE ANTISPIN DEVICES** FOUR WHEEL LOCK 863
O 333017 **REAR DRIVE AXLE ANTISPIN DEVICES** TANDEM AXLE REAR CARRIER ONLY 481
S 339001 **REAR AXLE LUBRICANT** STANDARD 0
O 339002 **REAR AXLE LUBRICANT** SYNTHETIC 130
S 3400001 **REAR AXLE BREATHER** STANDARD AXLE BREATHER 0
O 3400002 **REAR AXLE BREATHER** EXTENDED AXLE BREATHER 95
N 3500001 **REAR SUSPENSION** HENDRICKSON HN-522 SUSP @ 54" AS 1,646
S 3500003 **REAR SUSPENSION** HENDRICKSON HMX-400 SUSP @ 54" AS 0
O 3500004 **REAR SUSPENSION** HENDRICKSON HMX-460 SUSP @ 54" AS 718
O 3500008 **REAR SUSPENSION** HENDRICKSON PAX-460 AIR @ 54", 46000# CAP 2,554
S 351013 **REAR SUSPENSION BEAMS** 54 INCH STEEL RUBBER BUSHED 0
O 359001 **SHOCK ABSORBERS-REAR** 4 SHOCK ABSORBERS HENDRICKSON SUSPENSION 302

AUXILIARY AXLES

N 3350102 **TAG/PUSHER AXLE** HLM-2 NON-STEER TAG, 20K CAP 8,961
N 3350103 **TAG/PUSHER AXLE** HEND. COMPOSILITE TAG, 13.2K STEERABLE 7,687
N 3350105 **TAG/PUSHER AXLE** COMPOSILITE FX, NONSTEER TAG, 13.5K CAP 7,018
N 3350108 **TAG/PUSHER AXLE** HEND. PARALIFT TAG AXLE- 20K STEERABLE 10,288
N 3350202 **TAG/PUSHER AXLE** HLM-2 NON-STEER PUSHER, 20K CAP 8,961
N 3350203 **TAG/PUSHER AXLE** HEND. COMPOSILITE PUSHER, 13.2K STEERABLE 7,345
N 3350205 **TAG/PUSHER AXLE** COMPOSILITE FX, NONSTEER PUSHER, 13.5K CAP 7,018
N 3350207 **TAG/PUSHER AXLE** HEND. HLR-2 NON-STEER PUSHER, 10K CAPACITY 7,271
N 3350208 **TAG/PUSHER AXLE** HEND. PARALIFT PUSHER AXLE-20K STEERABLE 10,288
N 3350209 **TAG/PUSHER AXLE** COMPOSILITE RO, NONSTEER PUSHER, 13.5K CAP. 6,972

CHASSIS

O 400143 **WHEELBASE REDUCTION** -48
O 400146 **WHEELBASE INCREASE** UP TO 221 INCHES 433
O 400*** **WHEELBASE INCREASE** UP TO 254 INCHES 856
O 400257 **WHEELBASE** 257 INCHES 886
O 402056 **FRAME-REAR OVERHANG** 56" 0
O 402062 **FRAME-REAR OVERHANG** 62" 0
O 402068 **FRAME-REAR OVERHANG** 68" 0
O 402070 **FRAME-REAR OVERHANG** 70" 0
O 402074 **FRAME-REAR OVERHANG** 74" 0
O 402080 **FRAME-REAR OVERHANG** 80" 0
O 402086 **FRAME-REAR OVERHANG** 86" 0
O 402092 **FRAME-REAR OVERHANG** 92" 0
O 402098 **FRAME-REAR OVERHANG** 98" 0
S 402104 **FRAME-REAR OVERHANG** 104" 0
O 402110 **FRAME-REAR OVERHANG** 110" 300
O 402116 **FRAME-REAR OVERHANG** 116" 300
O 402122 **FRAME-REAR OVERHANG** 122" 300
O 402128 **FRAME-REAR OVERHANG** 128" 300
O 402134 **FRAME-REAR OVERHANG** 134" 300
O 402140 **FRAME-REAR OVERHANG** 140" 450
O 402146 **FRAME-REAR OVERHANG** 146" 450
N 402152 **FRAME-REAR OVERHANG** 152" 450
N 402158 **FRAME-REAR OVERHANG** 158" 450
O 403011 **FRAME RAILS** 3/8" VARIABLE DROP STEEL, EXT A 50
S 403012 **FRAME RAILS** 3/8" VARIABLE DROP STEEL, EXT B 0
O 404002 **FRAME REINFORCEMENT INNER** .25" LINER, STANDARD LENGTH 648
O 4100001 **MISC TSO OPTIONS** KEEP LH RAIL CLEAR 65
O 4100002 **MISC TSO OPTIONS** KEEP RH RAIL CLEAR 65
O 430033 **FUEL TANK-LEFT** 85 GALLON ALUMINUM 22" CYLINDRICAL TANK, LHS 100
O 430021 **FUEL TANK-LEFT** 100 GAL 26" DIA UNPAINTED ALUMINUM 115
O 431033 **FUEL TANK-RIGHT** 85 GALLON ALUMINUM 22" CYLINDRICAL TANK, RHS 738
O 431020 **FUEL TANK-RIGHT** 75 GAL 26" DIA UNPAINTED ALUMINUM 650
O 431021 **FUEL TANK-RIGHT** 100 GAL 26" DIA UNPAINTED ALUMINUM 709
O 431500 **FUEL TANK-RIGHT** TEMPORARY TANK ILO STANDARD 75 GALLON 120
N 431R001 **FUELTANK FILL RHS** REAR FILL FUEL TANK, RHS 0
O 433008 **FUEL TANK SCREENS** FILL SCREEN, SINGLE TANK 22
N 4360002 **FUEL LINES** SAE J1402A1 WIRE BRAIDED WITH SHUTOFF 99
S 436001 **FUEL LINES** SAE J844 NYLON TUBING 0
O 436015 **FUEL LINES** SAE J1402A1 WIRE BRAIDED 74
O 460002 **BUMPER-FRONT** CHROMED STEEL 525
N 4600002 **BUMPER-FRONT** STAINLESS STEEL CLAD ALUMINUM BUMPER 442
S 460001 **BUMPER-FRONT** STEEL PAINTED 0
O 715001 **WET TANK DRAIN** MANUAL TYPE PETCOCK -23
O 715009 **WET TANK DRAIN** BENDIX DV-2 AUTOMATIC WITH HEATER 45
O 715T002 **AIR RESERVOIR DRAIN SYSTEM** PULL CORDS, ALL TANKS 135
O 715T003 **AIR RESERVOIR DRAIN SYSTEM** CENTRAL MANIFOLD W/ PETCOCKS 170
S 724001 **AIR LINES-CAB** SAE J844 NYLON TUBING 0
S 728001 **AIR LINES-MAIN, CHASSIS** SAE J844 NYLON TUBING 0
O 7380001 **EMERGENCY AIR SYSTEM CHARGING** SCHRADER VALVE, WET TANK MTD 149
O 8120001 **BATTERY BOX** STEEL BOX, 4 BATTERY, LHS 180
O 8120002 **BATTERY BOX** STEEL BOX, 4 BATTERY, RHS 180
O 8120003 **BATTERY BOX** RH MTD PARALLEL TO FRAME, 3 BATT CAPACITY 379
O 8120004 **BATTERY BOX** LH MTD PARALLEL TO FRAME, 3 BATT CAPACITY 379
S 8120005 **BATTERY BOX** STEEL BOX, 3 BATTERY, LHS 0
O 8120006 **BATTERY BOX** STEEL BOX, 3 BATTERY, RHS 0
O 8120007 **BATTERY BOX** STEEL BOX W/ ALUM LID, 3 BATTERY, LHS 204
O 8120008 **BATTERY BOX** STEEL BOX W/ ALUM LID, 3 BATTERY, RHS 204
O 8120009 **BATTERY BOX** STEEL BOX W/ ALUM LID, 4 BATTERY, LHS 273
O 8120010 **BATTERY BOX** STEEL BOX W/ ALUM LID, 4 BATTERY, RHS 273
O 8740001 **WIRING, BODY INTERFACE** BODYBUILDER JUNCTION BOX @ BOC 174

N 8740002 **WIRING, BODY INTERFACE** BODYBUILDER JUNCTION BOX @ BOC & EOF 314
O 8740003 **WIRING, BODY INTERFACE** BODYBUILDER JUNCTION BOX @ EOF 219

CAB EXTERIOR

N 512011 **POWER WINDOWS** LEFT HAND, ELECTRIC WINDOW 168
O 512009 **POWER WINDOWS** RIGHT-HAND ELECTRIC WINDOW 168
O 512010 **POWER WINDOWS** DUAL POWER WINDOWS 336
O 5140001 **CAB GUARD FRONT** XPEDITOR CAB GUARD 346
O 620001 **SUN VISOR-EXTERIOR** FIBERGLASS, MOUNTED OVER WINDSHIELD 251
O 622046 **MIRRORS-DUAL WEST COAST** STAINLESS STEEL, HEATED 287
O 622089 **MIRRORS-DUAL WEST COAST** MOTO-MIRROR HTD;L&R MOTORIZD,AMBER LTD 534
O 622054 **MIRRORS-DUAL WEST COAST** MOTO MIRROR HTD,LH-FIX,RH-MOTO,AERO,BRIT 355
O 622070 **MIRRORS-DUAL WEST COAST** MOTO, HEATED,LH&RH AERO, BRIGHT FINISH 483
O 6220001 **MIRRORS-DUAL WEST COAST** MOTO MIRROR HTD, LH- MOTO, RH- FIXED, AERO, BRITE 355
N 6230001 **MIRRORS-AUXILIARY** HEATED CONVEX MIRRORS 88
O 6230005 **MIRRORS-AUXILIARY** TWO 8" CONVEX, ONE ABOVE, ONE BELOW, EACH SIDE 88

O 6240001 **GRAB HANDLES-ENTRY** BRUSHED SS GRAB HANDLES 65
O 661002 **CAB TILT MECHANISM-C.O.E.** HYDRAULIC TILT WITH AIR ASSIST 198

CAB INTERIOR

O 380003 **STEERING WHEEL** 18 INCH DIAMETER 30
O 3810001 **STEERING COLUMN** ADJUSTABLE TILT STEERING COLUMN 100
O 5200001 **SEAT-DRIVER** BOSTROM 910 HIGH BACK, AIR RIDE 108
O 5200003 **SEAT-DRIVER** BOSTROM T905 MID-BACK, AIR RIDE 45
O 5210004 **SEAT-PASSENGER** BOSTROM T900F MID-BACK, FIXED TYPE 45
O 5210002 **SEAT-PASSENGER** BOSTROM 900F HIGH BACK, FIXED TYPE 54
O 5210001 **SEAT-PASSENGER** BOSTROM 910 HIGH BACK, AIR RIDE 385
O 5210003 **SEAT-PASSENGER** BOSTROM T905 MID-BACK, AIR RIDE 225
O 521234 **SEAT-PASSENGER** NATIONAL CUSH II LOW BACK, AIR RIDE 211

CAB CLIMATE CONTROL

O 060001 **CAB TEMPERATURE SYSTEM** AIR COND INTEGRAL WITH HEATER/DEFROSTER 900
O 060011 **CAB TEMPERATURE SYSTEM** INTEGRAL A/C WITH ROOF MOUNT CONDENSER 1,947

GAUGES & INSTRUMENTATION

O 8040001 **MISC GAUGE ADDITIONAL** 148

RADIO/MISC

O 5090001 **KEY & LOCK SETS-IGN/DOORS** 2 ADDITIONAL KEYS PER TRUCK (4 TOTAL) 20
O 509002 **KEY & LOCK SETS-IGN/DOORS** DOOR & IGNITION SAME – SAME FOR FLEET 4
O 511003 **VISIBILITY WINDOW** WITH FRESNEL LENS, RH DOOR 69
O 511004 **VISIBILITY WINDOW** WITH FRESNEL LENS, LH DOOR 69
O 511006 **VISIBILITY WINDOW** RH & LH DOOR, W/LH FRESNEL LENS 138
O 5900002 **RADIO** AM/FM / CD STEREO, ROOF MTD 327
O 5900006 **RADIO** AM/FM RADIO, ROOF MOUNTED 275

FRONT TIRES / WHEELENDS

O 904012 **HUBS-FRONT** ALUMINUM HUB PILOTED,285MM BOLT CIRCLE 213
O 9050014 **WHEELS-DISC FRONT** 22.5x8.25 STEEL HP, 6.18" INSET, 5HH -114
O 905090 **WHEELS-DISC FRONT** 22.5X8.25" ACCU ALUM, HP 5.71" INSET, #29644 234
O 905111 **WHEELS-DISC FRONT** 22.5X9.0 ACCURIDE STEEL, HP, 5.25" INSET, #29039, 5HH 106
O 9050001 **WHEELS-DISC FRONT** 22.5X9.0" ACCU ALUM, HP 3.12" INSET, #40012 386
O 905101 **WHEELS-DISC FRONT** 22.5X9.00 ACCU ALUM, HP, 6.02" INSET, #29730 346
O 9050017 **WHEELS-DISC FRONT** 22.5x12.25 STEEL HP, 4.75" INSET, 5HH 190
O 905549 **WHEELS-DISC FRONT** 22.5X12.25" ACCURIDE ALUM, HP, 4.75" INSET, # 29374 546
O 9050018 **WHEELS-DISC FRONT** 22.5x13.0 STEEL HP, 5.25" INSET, 5HH 268
O 9050019 **WHEELS-DISC FRONT** 24.5x8.25 STEEL HP, 6.22" INSET, 5HH -106
O 9310026 **TIRES MANUFACTURER & TREAD– FRONT** BRIDGESTONE M860 34
O 905T01 **SPARE WHEELS FRONT** ONE (1) SPARE TO MATCH SELECTED FRT WHEELS 188
N 924001 **WHEEL POLISHING & BRIGHTWORK-FRONT AXLE** POLISHING FOR ALUMINUM DISC WHEELS 54

REAR TIRES / WHEELENDS

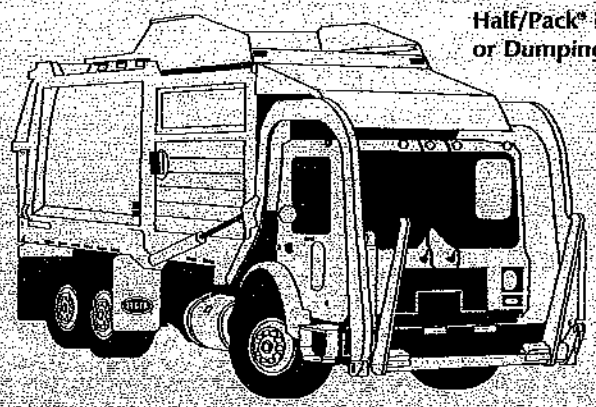
O 9130002 **HUBS-REAR** ALUM HUB, HP 10 STUD	246
O 914525 **WHEELS-DISC REAR** 22.5X8.25" ACCU STEEL, HP, #28487, 5HH	72
O 914092 **WHEELS-DISC REAR** 22.5X8.25" ACCURIDE STEEL, HP, #28408, 2HH	72
O 914090 **WHEELS-DISC REAR** 22.5X8.25" ACCURIDE ALUM, HP, #29644	1,600
O 9140016 **WHEELS-DISC REAR** 22.5X9.0 STEEL, HP, 5HH	664
O 914101 **WHEELS-DISC REAR** 22.5X9.00" ACCURIDE ALUM, HP, #29730	2,048
O 9140019 **WHEELS-DISC REAR** 24.5X8.25 STEEL, HP, 5HH	48
O 914091 **WHEELS-DISC REAR** 24.5X8.25" ACCURIDE ALUM, HP, #29362	1,744
O 914T01 **SPARE WHEELS REAR** ONE (1) SPARE TO MATCH SELECTED REAR WHEELS	188
N 925002 **WHEEL POLISHING & BRIGHTWORK-REAR AXLE** POLISHING-OUTER ALUM.DISC WHEELS TANDEM	108
O 9340001 **TIRE MANUFACTURER & TREAD – REAR** MICHELIN XZY/3	1,720
O 9340005 **TIRE MANUFACTURER & TREAD – REAR** MICHELIN XDY3	2,424
O 9340006 **TIRE MANUFACTURER & TREAD – REAR** MICHELIN XZU-S	1,856
O 9340017 **TIRE MANUFACTURER & TREAD – REAR** CONTINENTAL HSU	864
O 9340026 **TIRE MANUFACTURER & TREAD – REAR** BRIDGESTONE M860	1,000
N 934T001 **SPARE REAR TIRE** ONE (1) SPARE MTD ON WHEEL TO MATCH RR TIRES	501

D

Half/Pack™

Front Loader

Half/Pack® Full Eject or Dumping Model



PERFORMANCE SPECIFICATIONS

Container Dump Cycle Time	18-20 seconds
Packer Cycle Time Dump or Eject	22-26 seconds
Arms Lifting Capacity	8,000 lbs (tested to 16,000 lbs)
Compaction Force	105,000 lbs
Dump Body Hoist Angle	30°
Clearance-Stop-Tail Back-up Lamp	FMVSS 108

HYDRAULIC SPECIFICATIONS

PUMP

Type	Gear
Max. Operating Pressure	2,500 psi
Working rpm	1,300 approx.
Flow at Working rpm	50 gpm

OIL RESERVOIR

Tank Capacity	Eject - 41 gallons Dump - 32 gallons

Filters: 100 mesh reuseable suction screen; 5 micron return filter with in-cab filter monitor

VALVES

Type: Multi section stack valve; 50 gpm @ 2,500 psi
Relief valve to prevent overload damage

All designs, specifications and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.

CHASSIS REQUIREMENTS

BODY yd³	USABLE CT inches	WHEEL BASE inches	GVWR lbs	MIN. GAWR (F)	MIN. GAWR (R)	MIN. PF (Platform) inches	
						Dump	Eject
23	148 to 160	173 to 185	58,000	18,000	40,000	204	236
28	172 to 191	197 to 216	62,000	18,000	44,000	236	264
32	172 to 191	197 to 216	66,000	20,000	46,000	n/a	282

Diesel engines require full variable speed governor

CYLINDERS

BODY SIZE yd³	PACKER (Dump Models) (2) Double Acting inches		PACKER / EJECT (Eject Models) (2) 3-Stage Double Acting Telescopic inches		ARM (2) Double Acting inches		HOIST (Dump Models) (2) Single Acting inches		FORKS (2) Double Acting inches		TOP DOOR (2) Double Acting inches		TAILGATE (2) Double Acting Each inches			
													RAISE		LOCK	
	BORE	STROKE	BORE	STROKE	BORE	STROKE	BORE	STROKE	BORE	STROKE	BORE	STROKE	BORE	STROKE	BORE	STROKE
23	5.5	63	5.5	151	4.5	41.5	4.5	67.5	4.0	25	2.5	90	3.0	28.25	3.0	3.62
28	5.5	63	5.5	182	4.5	41.5	4.5	67.5	4.0	25	2.5	90	3.0	28.25	3.0	3.62
32	n/a	n/a	5.5	189	4.5	41.5	n/a	n/a	4.0	25	2.5	90	3.0	28.25	3.0	3.62

Body Specifications

MODEL	BODY CAPACITY yd³	HOPPER CAPACITY [a] yd³	GROSS CAPACITY yd³	GROSS WEIGHT (APPROX.) lbs	OVERALL LENGTH [b] inches	OVERALL WIDTH [c] inches	OVERALL HEIGHT inches		HOPPER OPENING inches
							ARMS DOWN	ARMS UP	
HPH-E-23	23	12	35	18,100	383	96	107	120	83 x 93
HPH-D-23	23	12	35	18,100	383	96	107	120	83 x 93
HPH-E-28	28	12	40	19,300	415	96	107	120	83 x 93
HPH-D-28	28	12	40	19,300	415	96	107	120	83 x 93
HPH-E-32	32	12	44	20,100	433	96	107	120	83 x 93

(a) Nominal (b) Arms down, forks tucked (c) Above frame

CONTACT YOUR LOCAL DEALER

The Heil Co. Above Tomorrow

[illegible]

ISO 9001 CERTIFIED

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TRUCKS WEST OF PHOENIX, INC.

[Quotation]

See following page.

Russ, 5/01/2012

Per our discussion, the City of Avondale has requested a quote for quantity 2 Autocar / Scorpion sideloader refuse trucks. Per the Tempe RFP, spec highlights include but are not limited to:

Autocar ACX64
-Cummins ISL engine
-Allison 4500 series transmission.
-20k front
-40k rear
-All standard equipment per bid spec
-315 front tires
-315 rear tires
-Centralized air drain manifold
-Dash AC with roof mount condenser
-16" steering wheel

Scorpion sideload body
-27 yard capacity
-All standard equipment per bid spec
-powder coat PP-ESS-51980

Additional options being considered by the City of Avondale:
-RT Hand drive cab $750.00
-MFS-20 front axle (included n/c)
-3M specialized window tint (included at no additional charge)
-front wheel off set option 905111 / 29039 / 5.25 inset $106
-22.5x9 rear wheel option 914105/29300 no longer available
-22.5x9 rear wheel option 9140016 (included in the above cost)
-Qty 2 additional cameras (@ $500 each) $1,000.00
-Roadway Display Sign frames $650.00
-Tool Box 36x18x18 qty 2 (@ $450.00 each) $900.00
-20lb Fire Extinguisher and bracket $175.00
-30 yard body upgrade w/206 wheel base $900.00
-Three (3) year warranty (pumps, valve and cylinders) $4,500.00
-hydraulic oil level sensor $300.00
-Three flashing light kit on tailgate tied to brakes $350.00
-Broom and shovel holder qty 2 @ $150 each $300.00
-5.29 rear ratio option 331529 $49.00
-Dual power mirrors option 622070 $483.00
-Air assist tilt option 661002 $198.00
-Wheelbase change to 206" option 400146 $433.00
-door limiting straps option 502T03 $255.00
--power windows option 512010 $336.00
-high back driver seat option 5200001 $108.00
-key alike option 509002 $4.00
-2850CCA battery upgrade option 810092 $67.00
-100 gallon fuel tank upgrade option 430021 $115.00

Additional items available, but not currently reflected in the unit pricing:
-parker hydraulic drive system $111,500.00
-Cleral Scale System KLD6X4-00M2 $2,664.64

Pre-tax / pre-FET base pricing is as follows, as per 4/18/2011 renewal, Contract number T10-014-01: **$231,801.60** per unit

Based on all the above mentioned combined option pricing, we are coming in at a pre-tax pricing point of **$243,780.60** per unit. Per our prior conversation, your pricing including the 9.3% effective tax rate comes in at: **$266,452.20** per unit. Pricing assumes you are still FET exempt.

Russ, as always, we look forward to taking care of your new fleet purchase needs and continuing to supporting your fleet after the purchase.

Thanks again!

Mark W. Riley
Trucks West of Phoenix
New Truck, Parts and Service sales
602-615-2813

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - AMEC Earth & Environmental, Inc. – Phase I and II Environmental Site Assessments

MEETING DATE:
May 7, 2012

TO: Mayor and Council

FROM: Sue McDermott, P.E., Development Services Director/City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement (PSA) with AMEC Environmental & Infrastructure, Inc. (AMEC) to prepare Phase I and II Environmental Site Assessments (ESA) in the amount of $54,825, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City would like to develop property located along Avondale Boulevard and south of Interstate 10. Parcels 102-57-238 and 102-57-239 are proposed to be joined and developed into a road and transit center to accommodate the Avondale City Center. The two (2) parcels are located in the immediate vicinity of Avondale City Center and are a combined acreage of 42.3 acres. The subject properties were used for farming and as an aerial crop dusting facility. Prior to developing the land, the property must be evaluated for possible contamination.

DISCUSSION:

In 2007 and 2008, a Phase I and Phase II ESA were conducted on Parcel 102-57-238. In 2010, a Phase I ESA was conducted on Parcel 102-57-239. Due to the timeframe, the Phase I ESAs for both Parcel 102-57-238 and Parcel 102-57-239 will need to be updated. In addition, because a Phase II ESA on Parcel 102-57-239 was not previously conducted, it will be conducted at this time. If the Phase I on Parcel 102-57-238 reveals anything significant, an updated Phase II ESA for this parcel will be completed.

SCOPE OF WORK:

The scope of work for the Phase I ESAs will include site investigation, site reconnaissance, regulatory database review, review of site historical use, and providing a detailed report. Because the subject site was used for agricultural purposes and is located near a former crop dusting facility where pesticide impacted soils have been identified, the Phase II ESA will consist of preparing a Sampling and Analysis Plan (SAP), a Field Sampling Plan (FSP) and a site specific Health and Safety Plan (HSP). Once prepared and approved, the ESA will meet the requirements for a U.S. Environmental Protection Agency (EPA) Region 9 funded project in which environmental measurements are to be taken.

BUDGETARY IMPACT:

The expenditure authority for this project is in 209-6701-00-6180. Arizona Department of Environmental Quality (ADEQ) shall reimburse the City through the Brownfields States Response Grant (SRG).

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with AMEC Environmental & Infrastructure, Inc. to prepare Phase I and II Environmental Site Assessments in the amount of $54,825, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AMEC EARTH & ENVIRONMENTAL, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of May 7, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and AMEC Earth & Environmental, Inc., a Nevada corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, EN 10-057 "FY 2010/2011 Professional Consultants Selection List" as amended by that certain Addendum No. 1 dated April 6, 2010 (collectively, the "RFQ"), attached hereto as Exhibit A and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant submitted a Statement of Qualifications in response to the RFQ (the "SOQ"), attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the Consultant to conduct a Phase I Environmental Site Assessment for Parcel 102-57-238 and a Phase I and Phase II Environmental Site Assessment for Parcel 102-57-239, for a combined acreage of 42.3 acres, located along Avondale Boulevard south of Interstate 10 (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2012 unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement.

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

3. Compensation. The City shall pay Consultant an amount not to exceed $54,825.00 for the Services at the rates as set forth in the Proposal, attached hereto as Exhibit C.

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

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

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

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

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

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

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

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of

Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

D. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

12. Termination; Cancellation.

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

12.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

12.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of

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

13. Miscellaneous.

13.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

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

13.7 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

13.8 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.9 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

13.10 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

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

13.12 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys'

fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.13 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

13.14 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.15 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: (623) 333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Facsimile: (602) 254-4878 Attn: Andrew J. McGuire, Esq.
If to Consultant:	AMEC Earth and Environmental, Inc. 1405 West Auto Drive Tempe, Arizona 85284 Facsimile: 480-785-0970 Attn: Julianne Hamilton, PE

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being

given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.16 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

13.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.18 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.18 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

13.19 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 12.2 above.

13.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Proposal, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein.

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

13.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

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

"**City**"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Consultant**"

AMEC EARTH & ENVIRONMENTAL, INC.,
a Nevada corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2012, by _____, as _____ of AMEC EARTH & ENVIRONMENTAL, INC., a Nevada corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

(affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AMEC EARTH & ENVIRONMENTAL, INC.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR FY 2010/2011 PROFESSIONAL CONSULTANTS SELECTION LIST

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

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**EN 10-057**
Solicitation Title:	**FY 2010/2011 Professional Consultants Selection List**
Release Date:	**March 25, 2010**
Final Date for Inquires and Place to Send Inquiries	**April 5, 2010** Sue McDermott, P.E., City Engineer City of Avondale Engineering Dept. 11465 West Civic Center Drive, Suite 120 Avondale, Arizona 85323 smcdermott@avondale.org
SOQs Due Date, Time and Location:	**April 15, 2010** **3:00 p.m.** (local time, Phoenix, Arizona) City of Avondale 11465 West Civic Center Drive, Suite 200 Avondale, Arizona 85323-6804
Letters to Final Listed Firms:	**June 28, 2010**
City Representatives:	**Sue McDermott** **smcdermott@avondale.org** **623-333-4200** **Loretta Browning** **lbrowning@avondale.org** **623-333-2200**

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I. INTRODUCTION

1. Purpose. The City of Avondale (the "City") is seeking Statements of Qualification ("SOQ") from professional consulting engineering firms ("Vendors") to be considered for a Professional Consultants Selection List aimed at capital improvement projects during the 2010/2011 and 2011/2012 Fiscal Years. Only Vendors capable of providing the requested discipline category of professional services will receive consideration. Qualified Vendors are invited to submit SOQs.

2. Discipline Categories of Projects. During Fiscal Years 2010/2011 and 2011/2012, the City plans to contract approximately twenty (20) projects per Fiscal Year for professional services for specific projects that fall within 16 (sixteen) different discipline categories listed below. The scope of work for these specific projects may include studies, site investigations, planning, preliminary design concepts, and contract document development (preparing detailed plans, schedules, designs, assembly of specifications and reports). Project duties may also involve budget estimating, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration and presentations at public meetings. Please note, all projects involving the preparation of design plans and specifications require the design plans and specifications to be sealed by a Professional registered in the State of Arizona.

The Professional Consultants Selection List discipline categories are:

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

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

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

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

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

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

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

- Landscape Architect - Master plans, conceptual planning, site designs, parks and public open spaces, streetscapes, bicycle and pedestrian pathway design, scenery planting and irrigation.

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

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

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

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

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

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

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

- Subsurface Utility Investigation - To include various types of investigation methods to verify the horizontal and vertical location of underground utilities using surface geophysical techniques such as Ground Penetrating Radar (“GPR”), electromagnetic, magnetic

or other energy fields, probing and vacuum exploration. Electromagnetic methods include the following: pipe and cable locators, inductive, conductive, active and passive modes), terrain conductivity, ground resistivity techniques, optical methods, and computer-driven algorithms coupled with data collection techniques.

II. STATEMENT OF QUALIFICATIONS REQUIREMENTS

1. Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Professional Consultants Selection Lists for Fiscal Year 2010/2011 and 2011/2012 outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

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

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

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

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

e. All SOQs shall be sealed and clearly marked with the SOQ title and number**, FY 2010/2011 Professional Consultants Selection List (EN 10-057)**, on the lower left hand corner of the sealed mailing envelope. A return address must also appear on the outside of the sealed SOQ. The City is not responsible fore the pre-opening of, post-opening of, or the failure to open, any SOQs not properly addressed or identified.

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

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

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

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

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

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

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

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

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

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

10. Confidential Information.

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

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

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

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

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

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

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

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

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

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

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

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

III. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

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

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

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

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

Section 1: General Factors and Compliance 10 pts

a. One page cover letter as described in Section II, 1(b) addressed to Sue McDermott, City Engineer.

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

c. Title sheet with the following information:
   1. Title: Statement of Interest to provide Professional Services for Capital Improvement Projects for the 2010/2011 and 2011/2012 Fiscal Years.
   2. Submitted to: City of Avondale City Clerk
   3. Submittal date: April 15, 2010 (local time, Phoenix, Arizona)

4. Submitted by: Engineering firm or Individual (submitting) include address, contract person and telephone number.

d. Provide a statement regarding the following:

1. Your firm's familiarity and capability of compliance with City's standard insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached hereto. A copy of the City's "Notice of Request for Proposal" which includes standard contract provisions, terms and conditions is available upon request.

2. Your firm's design philosophy and approach to developing sound engineering recommendations and your approach to problem resolution.

e. Vendor Information Form shall be attached as separate appendix and excluded from the page count limitation pursuant to Section II(1)(c).

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

a. Provide a brief description of the firm including the number and types of personnel who would serve on projects.

b. Provide a list of relevant projects in which the firm had a significant contribution with an emphasis on local experience. Include references and telephone numbers of clients familiar with the projects.

c. Provide a general description of the company that is proposing to provide the required services. Explain the legal organization of the company.

d. Provide identification information of your firm. Include the legal name, address and legal form of the firm (e.g., partnership, corporation, joint venture, sole proprietorship). If a join venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the firm is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the SOQ.

e. Identify the location of the firm's principal office and the local work office, if different.

Section 3: Personnel qualification and pertinent experience 40 pts

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

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

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

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

Total Possible Points for SOQ Submittal: 100

IV. AWARD OF AGREEMENT

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

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

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2010/2011 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm _____

Address _____

City _____ State _____ Zip _____

Contact Name: _____

Title: _____

Telephone _____ Fax _____

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

_____ Water Distribution System

_____ Wastewater Systems

_____ Transportation Engineering

_____ Traffic Engineering

_____ Surveying

_____ Hydrology/Hydraulic Projects

_____ Plan Review Services

_____ Landscape Architects

_____ Hydrogeological Engineering

_____ GIS Programs

_____ Geotechnical and Environmental Engineering

_____ Foundations & Structural Design

_____ Electrical & SCADA Programming

_____ Construction Management

_____ Architects

_____ Subsurface Utility Investigation

VI. **VENDOR INFORMATION FORM**

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

_____	_____
FIRM SUBMITTING SOQ	FEDERAL TAX ID NUMBER
_____	_____
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
_____	_____
ADDRESS	TELEPHONE FAX #
_____	_____
CITY STATE ZIP	DATE
WEB SITE: _____	EMAIL ADDRESS: _____

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

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

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

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

REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR

FY 2010/2011 PROFESSIONAL CONSULTANTS SELECTION LIST

EN-10-057

Addendum No. 1

Date: April 6, 2010

From: Sue McDermott

Subject: Addendum No. 1 to Solicitation No. EN 10-057

Bid Deadline: **April 15, 2010**, 3:00 p.m. local time, Phoenix, Arizona

SCOPE

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

This Addendum No. 1 consists of the modification of the RFQ, Section I, Introduction, Paragraph 2, Discipline Categories of Projects and Section II, Statement of Qualifications Requirements, Paragraph (1)(a), Preparation/ Submission of SOQ.

ADDENDUM

1. Page A-1, Section I, Introduction, Paragraph 2, is hereby amended as follows:

   2. Discipline Categories of Projects. During Fiscal Years 2010/2011 and 2011/2012, the City plans to contract approximately twenty (20) projects per Fiscal Year for professional services for specific projects that fall within 16 (sixteen) different discipline categories listed below. The scope of work for these specific projects may include studies, site investigations, planning, preliminary design concepts, and contract document development (preparing detailed plans, schedules, designs, assembly of specifications and reports). Project duties may also involve budget estimating, engineering designs, AND

phasing, recommendations for future infrastructure needs (master plans). ~~improvement district administration and presentations at public meetings.~~ Please note, all projects involving the preparation of design plans and specifications require the design plans and specifications to be sealed by a Professional registered in the State of Arizona.

The Professional Consultants Selection List discipline categories are:

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

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

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

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

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

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

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

- Landscape Architect - Master plans, conceptual planning, site designs, parks and public open spaces, streetscapes, bicycle and pedestrian pathway design, scenery planting and irrigation.

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

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

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

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

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

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

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

- Subsurface Utility Investigation - To include various types of investigation methods to verify the horizontal and vertical location of underground utilities using surface geophysical techniques such as Ground Penetrating Radar ("GPR"), electromagnetic, magnetic or other energy fields, probing and vacuum exploration. Electromagnetic methods include the following: pipe and cable locators, inductive, conductive, active and passive modes), terrain conductivity, ground resistivity techniques, optical methods, and computer-driven algorithms coupled with data collection techniques.

2. Page B-1, Section II, Statement of Qualifications Requirements, Paragraph (1)(a) is hereby amended as follows:

1. Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Professional Consultants Selection Lists for Fiscal Year 2010/2011 and 2011/2012 outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

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

ORIGINAL COPY OF THE SOQ ON A CD-ROM (OR ELECTRONIC MEDIA APPROVED BY THE CITY) IN PRINTABLE ADOBE OR MICROSOFT WORD FORMAT (OR OTHER FORMAT APPROVED BY THE CITY). FAILURE TO ADHERE TO THE SUBMITTAL QUANTITY CRITERIA SHALL RESULT IN THE SOQ BEING CONSIDERED NON-RESPONSIVE.

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR QUALIFICATIONS

FY 2010/2011 PROFESSIONAL CONSULTANTS SELECTION LIST

EN10-057

Addendum No. 1

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

_____, _____2010
Signed Date

_____
Print Name

_____
Title

_____
Company Name

_____
Address

_____
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AMEC EARTH & ENVIRONMENTAL, INC.

[Consultant's SOQ]

See following pages.

Statement of Qualifications

FY 2010/2011 Professional Consultants Selection List

Solicitation Number: EN 10-057

Submitted to:

City of Avondale
Engineering Department

April 15, 2010

ROAD
WORK
AHEAD

April 14, 2010

Ms. Sue McDermott, PE, City Engineer
City of Avondale, City Clerk
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

Re: Statement of Qualifications
FY 2010/2011 Professional Consultants Selection List (EN 10-057)

Dear Ms. McDermott:

We are confident that the ***Partnership*** of the City of Avondale (City) and AMEC for the FY 2010/2011 Capital Improvement Projects will be a successful one. AMEC has selected project leaders that have years of experience in working with the City on many projects. They will pilot select project team members that strongly demonstrate experience and technical competence to provide the City with a high-quality end product.

AMEC is excited to submit in areas that represent core competencies of our business:

- Water Distribution System
- Wastewater Systems
- Transportation Engineering
- Traffic Engineering
- Surveying
- Hydrology/Hydraulic Projects
- Hydrogeological Engineering
- GIS Programs
- Geotechnical and Environmental
- Construction Management

We have organized our document consistent with your request and present the professional credentials of select staff to demonstrate our strong qualifications in these areas.

We look forward to ***Partnering*** with the City and continuing our close working relationship with City staff. We stand committed to helping the City achieve its CIP objectives. Rod Penniman, PE, will be your point-of-contact and his cell number is 480.370.7022. Should any questions arise, please don't hesitate to contact us. Thank you for your time and consideration.

Respectfully submitted,
AMEC Earth & Environmental, Inc.

Nick Bokaie, PE
Vice President / Project Principal

Rodney Penniman, PE
Project Manager

AMEC Earth & Environmental, Inc.
1405 West Auto Drive
Tempe, Arizona 85284
Tel: (480) 940-2320
Fax: (480) 785-0970 www.amec.com

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2010/2011 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm AMEC Earth & Environmental, Inc.

Address 1405 West Auto Dr.

City Tempe State AZ Zip 85284

Contact Name: Rod Penniman, PE

Title: Project Manager

Telephone 480.940.2320 Fax 480.785.0970

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

X Water Distribution System

X Wastewater Systems

X Transportation Engineering

X Traffic Engineering

X Surveying

X Hydrology/Hydraulic Projects

_____ Plan Review Services

_____ Landscape Architects

X Hydrogeological Engineering

X GIS Programs

X Geotechnical and Environmental Engineering

_____ Foundations & Structural Design

_____ Electrical & SCADA Programming

X Construction Management

_____ Architects

_____ Subsurface Utility Investigation

Title: Statement of Interest to provide Professional Services for Capital Improvement Projects for the 2010/2011 and 2011/2012 Fiscal Years

Submitted to: City of Avondale City Clerk

Submittal date: April 15, 2010
(local time, Phoenix, Arizona)

Submitted by: AMEC Earth & Environmental, Inc.
1405 West Auto Drive
Tempe, Arizona 85284

Point of Contact: Rod Penniman, PE
480.940.2320

City of Avondale
Engineering Department

Section 1: General Factors and Compliance

AMEC has the desire to continue to work with the City of Avondale (City) and make available the best team to provide the caliber of services that the City needs to complete the anticipated projects for FY 2010/2011.

Compliance with the City Insurance Requirements and Contract Documents

Historically, AMEC has successfully worked with the City on numerous project contracts, and we have familiarized ourselves with the City's Professional Services Agreement (Agreement). AMEC has read the Agreement in the City's "Notice of Request for Proposal" and we are capable of complying with the City's insurance requirements and all contractual documents.

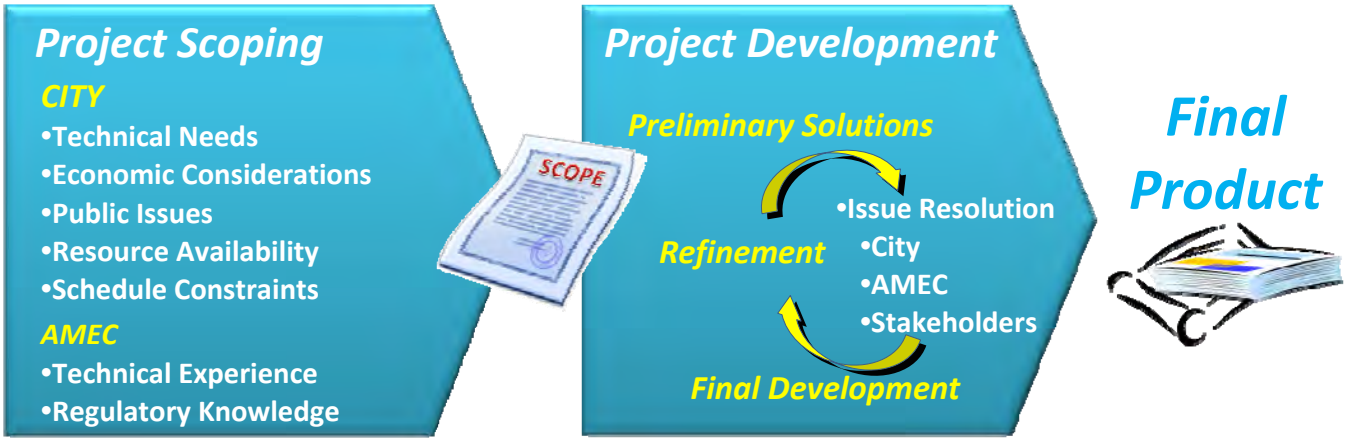
Design Philosophy and Approach

AMEC will begin each project with a project review to identify cost and schedule savings where possible. AMEC will also commit the resources necessary to meet the City's schedule objectives and our project manager will take a proactive management approach to your project. All issues, conflicts and concerns will be addressed and resolved in a timely manner. As part of AMEC's forward thinking approach, we will identify potential issues and bring our recommended solutions to the City's attention early in the design process to avoid impacts to the project's schedule and budget. Weekly progress reports will be emailed to the City's project manager to give a complete update of the project's status and to convey any concerns needing resolution by the City to keep the project on schedule and within budget. AMEC's project manager will meet with the City staff on an informal basis throughout the design process to discuss the design, show progress and gain input on issues as they arise. By doing this, when submitted for review, the City staff will already be familiar with the construction documents and the thought process behind our design decisions, which will shorten review times.

AMEC completed the design of the City's El Mirage and Indian School Rd intersection improvement project in less than three months.

In-house quality reviews are an important element of our design process. We implement a quality control process for each project. A review checklist is used by each of our team members to back check their work. Each project is assigned a Quality Assurance leader who is responsible for conducting and overseeing internal quality reviews. An internal quality review is conducted prior to submitting the construction documents to the City for review. Upon receiving City review comments, the project manager will prepare a comment resolution form that outlines all comments and a resolution to each comment. AMEC's project manager will then meet with the City staff to review the comments and recommended resolution and come to an agreement on their final resolution.

AMEC's assigned utility coordinator will work closely with utility companies in accordance with the Central Arizona Coordination Committee Public Improvement Project Guide. Utility meetings are conducted monthly to expedite issue resolution. Electronic data transfer is used to expedite design with all utilities, if utility relocation is necessary. A tracking spreadsheet and utility schedule are prepared for each project to monitor utility design, issue resolution and projected utility relocation schedules.



ROAD
WORK
AHEAD

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

Celebrating over 50 years in business, AMEC is well known for providing high quality transportation planning and engineering services throughout the Phoenix metropolitan area. We will continue to provide the City with technical expertise, a broader geographic presence, and greater access to multi-disciplinary teams of experts. Our five Arizona offices are located in Lake Havasu City, Mesa, Scottsdale, Tempe, and Tucson; housing over 246 professionals in a wide range of disciplines, including geologists, engineers, planners, construction specialists, hydrogeologists, designers, scientists, regulatory compliance specialists, surveyors, and field technicians. The company is widely recognized as an innovative and progressive consulting firm.

Relevant Project Experience

Water Distribution Systems

AMEC's Water and Wastewater Lead Engineer, Mike Worlton, PE, LEED AP, has extensive experience and background working on water main replacement projects, sewer collection system projects, and water distribution projects in the City of Avondale and throughout the West Valley. Our team consists of experienced engineers and scientists, which has made us a leader in the areas of water resources and water systems design. We have provided municipalities the professional expertise to solve their water needs with dependable solutions for meeting present and future demands. AMEC staff has many years of experience designing all types of water facilities ranging from simple line extensions to complete water systems serving entire communities. Typical services include:

Most of our clients are repeat customers - a clear indication of our commitment to provide the highest possible quality services to our clientele in a timely manner and within the anticipated budget.

- Water system evaluations
- Water master plans
- Water facility plans
- Well design and construction
- Distribution systems design
- Environmental Assessments
- Innovative/alternative treatment
- Metering facilities
- Booster pump station design
- Grant applications and financing
- Cost estimating
- Permitting
- Water storage tank design

Senator Highway Water Main Extension, City of Prescott. Extended 2,200 lineal feet of new 12" waterline north from Mt. Vernon Avenue. Design included creation of plans, specification and cost estimating. The new waterline improved the city's existing water system by providing new fire hydrants, and new connections to existing waterlines. *Key Staff: N. Bokaie, R. Penniman, D. Peterson, K. Carroll, B. Davies. Client Reference: George Henderson, 928.771.5943.*

Sossaman Rd Waterline, City of Mesa. AMEC provided engineering services including design of 3,500 LF of 16" waterline along Sossaman Rd near Pecos Rd, south of the Phoenix-Mesa Gateway Airport. The project was kept under the projected design budget, and the plans were delivered on time. *Key Staff: N. Bokaie, J. Wesanen, A. Coronel, B. Campbell. Client Reference: Marc Ahlstrom, 480.644.4622.*

Cave Creek Water System Improvements (Individual Experience). *Mike Worlton, PE, LEED AP.* This award winning (APWA) $15M upgrade to the Town of Cave Creek water system infrastructure encompassed planning, design and construction services for a variety of water improvements. The project included demolition of five steel storage tanks, design of two replacement concrete storage tanks, hydraulic analysis and design of upgrades to CAP transmission line booster stations and five other booster pump stations, three miles of water main design, two pressure reducing stations, and a 2-MGD expansion of Cave Creek's CAP surface water treatment plant. This project was delivered through CM@Risk and all improvements were operational one year after final design began. *"Mike and the design team for the Town of Cave Creek's Water System Improvements project worked diligently to design our facilities on a very tight deadline, with excellent results. The design at the water treatment plant required creative thinking to squeeze the expansion onto an already constrained, small site. Upon start-up, the storage tanks and pump stations worked wonderfully, saving the Town from another summer plagued with system-wide water outages." Jessica Marlow - April 29, 2009. Key Staff: M. Worlton, M. Ipson. Client Reference: Jessica Marlow, Utilities Manager, 480.488.6618.*

City of Avondale Water Infrastructure & Water Resources Master Plans, City of Avondale (Individual Experience). *Mike Worlton, PE, Grade 4 Operator, LEED AP*, was the Project Manager responsible for managing budget and schedule and provided technical input and quality control for the project. Key elements of the Water Infrastructure Master Plan included compiling existing

system information through site visits and record searches, analyzing existing and future demands, creating a hydraulic model of the water system, recommending capital improvements, identifying future treatment needs, and compiling an asset inventory. The Water Resources Master Plan project included developing a long-term water resources plan for the City, analyzing water supplies and demands, assessment of the City's assured water supply, researching proposed local and federal regulations relating to water supply and quality, assessing water conservation measures, and recommending capital improvements. *Key Staff: M. Worlton. Client Reference: Dave Fitzhugh, Assistant City Manager, 623.333.1014.*

Wastewater Systems

A leader in the area of wastewater systems including sanitary sewer collection systems, treatment plants and lift stations, AMEC has worked extensively throughout Arizona preparing wastewater system master plans, studies, designs and providing construction administration. Reclaimed water is rapidly becoming a viable alternative source of water for turf irrigation and industrial processes, as well as for water banking and storage for future consumption needs. AMEC is proud to be part of this forward-moving industry. AMEC's wastewater engineers work closely with clients to plan and design wastewater facilities to meet the public's needs. Special care is taken to develop facilities that are energy-efficient and that meet operational and maintenance goals. Our work includes the following services:

- Grant applications and financing
- Environmental Assessments
- Pumping facility design
- Cost estimating
- NPDES permitting
- Effluent reuse and irrigation
- Sewer interceptor and collection systems
- Wastewater master plans
- Sewer system evaluation
- Wastewater treatment plant design
- Sanitary sewer rehabilitation
- Flow measuring
- Innovative/alternative treatment
- Wastewater reclamation
- O&M Manuals

Wastewater System Expansion Program (WWSE), Lake Havasu City. 22,000 residential septic tanks are being decommissioned and replaced with an expanded central sewer system. The project involves the digging of trenches through roadways and front yards so that more than 400 miles of pipe can be buried. The $463M project also involves the design and building of wastewater collection, treatment and effluent-reuse/disposal facilities throughout the community of 55,000. This multi-year CIP project is currently in its eighth year. AMEC has developed an accelerated design and construction schedule to enable completion by January 2011, two years ahead of schedule. The project also included design of five lift stations ranging from 3 MGD to 12 MGD, along with various smaller package lift stations that have a design flow less than 3 MGD. *Key Staff: N. Bokaie, M. Worlton, M. Lywood, J. Wesanen, B. Davies, A. Coronel, J. Monnett. Client Reference: Greg Froslie, 928.453.6336.*

Sewer Improvement District #2, City of Bullhead City. AMEC provided full District Engineering services, Project Management and Construction Administration for the City's second sewer Improvement District. The scope included the design of the 2,250 lot collection system, including on-lot lateral connections and the statutory process of forming the District. A substantial value engineering and constructability review process was initiated to reduce construction costs. The project included over 25 miles of sewer mains with 2,280 lateral service connections, 1,400 on-lot services, a lift station and forcemain and 425 manholes. AMEC assisted in the preparation of the approved Water Infrastructure and Finance Authority of Arizona (WIFA) application. *Key Staff: N. Bokaie, J. Wesanen, A. Coronel, J. Monnett. Client Reference: Pawan Agrawal, 928.763.0128.*

This project received the Arizona American Public Works Association's Project of the Year Award in the "Environment category - over $10M".

Sewer Improvement District #3, City of Bullhead City. AMEC provided full District Engineering services, Project Management and Construction Administration for the City's third Improvement District. The scope included the design of a collection system for over 4,200 lots, including on-lot lateral connections. Additionally, AMEC prepared a preliminary engineering design and cost estimate; plans, specifications, cost estimate (PS&E); and assisted the City with the overall formation and implementation of the District. *Key Staff: N. Bokaie, J. Wesanen, B. Davies, J. Monnett. Client Reference: Pawan Agrawal, 928.763.0128.*

Transportation Engineering

Transportation projects are a core component to AMEC's business. A significant number of AMEC's licensed civil engineers in Arizona specialize in transportation projects and are highly experienced in providing a full range of innovative and cost-efficient transportation engineering solutions. AMEC has provided transportation design services to the Cities of Avondale, Scottsdale,

Glendale, Mesa, Peoria, Goodyear, Phoenix and others. AMEC's team, led by ***Project Manager, Rod Penniman, PE,*** has significant experience providing planning, design and construction administration services for street improvements. Our related experience includes:

- Street and intersection design
- Drainage design
- Public involvement
- Scoping document preparation
- Pavement preservation
- Utility coordination
- Roundabout design
- Traffic calming studies & design

El Mirage & Indian School Rd Intersection Improvements, City of Avondale. AMEC provided engineering services for the design of intersection improvements including pavement widening at Indian School and El Mirage Roads to accommodate turn lanes, new traffic signal, drainage and grading design, new driveways, bus bay, signing and striping, utility coordination and coordination with adjacent private developments. The design of this project was on an accelerated schedule and completed in less than 3 months. ***Key Staff:*** *N. Bokaie, R. Penniman, D. Peterson, N. Menezes, K. Carroll.* ***Client Reference:*** *Paul Lopez, 623.478.3281.*

Dysart Rd, Van Buren to I-10 and I-10 to Indian School (ARRA Project), ADOT for the City of Avondale. The pavement preservation project is located on Dysart Rd between I-10 and Indian School Rd for a distance of approximately 2.5 miles and Dysart Rd between Van Buren St. and I-10 for a distance of approximately 0.5 miles. The improvements include a 2-inch asphalt rubber overlay, 8-foot to 10-foot edge mill, manhole and valve box adjustments, video detection installation, pavement markings and traffic control. ***Key Staff:*** *N. Bokaie, R. Penniman, D. Peterson, K. Carroll.* ***Client Reference:*** *Jeffrey Miles, ADOT, 602.712.8336.*

On-Call Professional Engineering Services for Capital Improvement Projects, City of Glendale. As part of the Glendale Onboard Bond Issue, AMEC was selected to perform intersection improvement design and storm drain design for several intersections along 51st and 59th Avenues. The work included final design of eight major arterial intersections. Design elements included survey, right-of-way (ROW) delineation, geometric design, signals, lighting, ITS, landscaping challenges includes utility conflict resolution and water line replacement/upgrades along with coordination with City of Phoenix requirements. ***Key Staff:*** *N. Bokaie, R. Penniman, D. Peterson, B. Davies, J. Wesanen.* ***Client Reference:*** *Bob Darr, 623.930.2940.*

Scottsdale Rd/Thunderbird Rd Improvements, City of Scottsdale. AMEC was responsible for the design of final PS&E, for the improvements of the intersection of Scottsdale Rd and Thunderbird Rd. Design items included widening of Thunderbird Rd, the addition of left turn lanes on Scottsdale Rd, the realignment of 73rd St at its intersection with Thunderbird Rd, a new underground stormwater conveyance system (90" storm drain) along the east side of Scottsdale Rd from Thunderbird Rd to Sweetwater Rd, the addition of catch basins along Scottsdale Rd, full rubberized asphalt, signing and striping, and traffic signal modifications. Project coordination included the City of Scottsdale, Flood Control District of Maricopa County (FCDMC), Arizona Public Service (APS), Qwest, and other utilities. ***Key Staff:*** *N. Bokaie, R. Penniman, Bob Davies.* ***Client Reference:*** *Chris Perkins, 480.312.6500.*

Traffic Engineering

AMEC provides a full range of services including:

- Pedestrian and vehicular traffic safety evaluations
- Neighborhood mitigation evaluation and design
- Pedestrian, bike, and vehicular circulation
- Intersection and corridor operational analysis, including signal timing and progression
- Access control planning and design
- Work zone traffic control and construction staging
- Warrant analysis
- Parking and planning studies
- Railroad quiet zone analysis and safety mitigation measures
- Intersection improvement design
- Pavement marking design, signing inventory and design, signal design, ATMS "Wireless" and fiber interconnection design
- Providing construction document production

AMEC's traffic engineering team has extensive and relevant experience in managing and performing quality traffic engineering services for the City and other municipalities, including the Cities of Glendale, Goodyear, Peoria and Queen Creek as part of annual services on-call contracts. AMEC's ***Traffic Engineering Manager, Kim Carroll, PE, PTOE***, has extensive experience directly related to the City and served as the Project Manager for the City of Avondale Traffic Engineering Annual Services On-Call Contracts in FY00, FY01-03, FY04-05, FY06-07, and FY 08-09.

Rittenhouse & Combs/Riggs Traffic Signal Design, Town of Queen Creek**.** AMEC conducted field survey and developed signal and signing and striping design, and construction PS&E. The design included evaluating railroad preemption timing and

signal timing requirements to determine whether existing preemption could remain, or if advanced preemption would be necessary. AMEC's design included installation of signal equipment at the intersection and in advance of the tracks, to allow for an offset in the westbound phase that would clear the tracks and avoid the need for railroad advanced preemption design and construction. The project required coordination with Union Pacific Railroad (UPRR), Pinal County, Town of Queen Creek, Maricopa County Department of Transportation (MCDOT), and the Arizona Corporation Commission. The signal was constructed using the Town of Queen Creek's Job Order Contractor delivery method. *Key Staff: N. Bokaie, R. Penniman, K. Carroll, A. Agrawal. Client Reference: Mike Sutton, 602.228.8539. (currently with City of Mesa)*

Project Success
Union Hills Rd and 89th Dr - intersection safety improved without impacting traffic capacity on Union Hills Dr.

FY07 Traffic Signal Program, City of Peoria. Tasks under this assignment included traffic operation and safety analysis at nine intersections. AMEC conducted traffic signal warrant studies, evaluated intersections for traffic signal coordination, and provided recommendations and design to City of Peoria that will help the overall traffic flow and safety. AMEC gathered pertinent traffic data such as traffic volumes, existing signal timing, crash data, and adjacent future development plans. The traffic volume and signal timing data was input into SYNCHRO to optimize signal timing, and crash data was analyzed to identify discernible patterns in crash history at and around intersections. *Key Staff: N. Bokaie, R. Penniman, K. Carroll, D. Petersen, A. Agrawal. Client Reference: Geoffrey Zinnecker, 623.773.7293.*

Queen Creek High School and Ocotillo Traffic Signal Design, Town of Queen Creek. AMEC provided traffic signal design, pavement marking design and preparation of construction documents necessary to install a traffic signal at the subject intersection. Our design included using signal equipment existing in the Town's inventory and placing south side signal equipment in the ultimate location to avoid relocation when the south side leg is developed. The north side was designed in a temporary condition, taking into consideration other proposed development. The work also consisted of utility coordination, identifying the electrical service location and necessary equipment through field meetings with SRP, and coordination with the adjacent development. *Key Staff: N. Bokaie, R. Penniman, K. Carroll, A. Agrawal. Client Reference: Mike Sutton, 602.228.8539. (currently with City of Mesa)*

Surveying

Most engineering projects begin and end with a survey. AMEC is recognized as one of the leading survey companies in Arizona. The firm has extensive experience and a complete understanding of survey requirements, from preliminary boundary and topographic surveys to final construction staking, and as-built surveys. Since 1977, AMEC has provided surveying for major land development and public infrastructure projects. Led by *Survey Manager, Bryan Campbell, RLS, cFeds,* our team has the capability to provide these services to our own in-house design staff, public agencies and architects, from project inception through project completion. AMEC's survey services include:

- Topography and boundary surveys
- Construction staking
- As-built surveys
- Legal description preparation
- Global positioning system (gps) surveys
- ALTA/ASCM land title surveys
- Alignment studies and aerial control surveys

Well Site No. 26, City of Avondale. AMEC performed an ALTA/ACSM Land Title Survey of this well site near I-10 and the Agua Fria River. Included was the review and analysis of ADOT ROW plans, title documents and adjoiner deeds in order to accurately interpret and delineate the boundary of the parcels. As-built information was provided from the City and incorporated into the final drawing for this project. A property description and preliminary lot split was also created for use in conveyance documents. *Key Staff: B. Campbell. Client Reference: Lari Spire, 623.333.4423.*

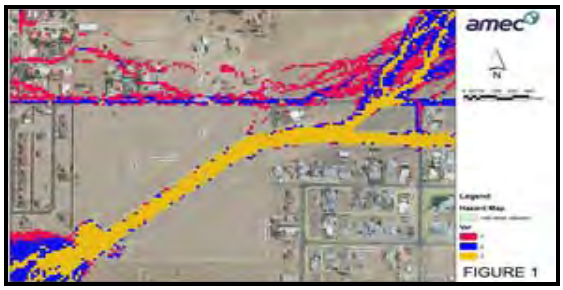
Salt River Project (SRP) On-Call Survey. AMEC has been an On-Call Survey Consultant to SRP for multiple two-year contract periods and has provided qualified survey personnel and technicians. Typical services provided include calculation and staking of underground electric, irrigation, overhead power; layout of SRP substations; topographic surveying; ALTA and boundary surveying; and as-built irrigation and electric for numerous SRP staking projects throughout the Phoenix Metropolitan area. Services provided frequently include relocation of all SRP facilities within freeway corridors and resolution of numerous utility conflicts. *Key Staff: B. Campbell, B. Benedict. Client Reference: Todd Rakstad, 602.236.3153.*

Hydrology / Hydraulic Projects

AMEC is one of the top five DFIRM consultants in the United States

AMEC has developed a strong reputation for providing solutions related to the planning, analysis and design of drainage and water resource projects. Our drainage staff, led by *Bob Davies, PE, PH, CFM*, routinely participates in a wide variety of hydrology/hydraulics projects performed for various clients ranging from Federal to private interests. We have recent experience in analytical modeling, including WMS, HEC-1, Geo-HMS, Geo-RAS, FLO2D, HEC-6, HEC-22, and SWMM, along with production capabilities including flood plain delineation, stormwater detention and retention, stormwater conveyance, stormwater quality treatment (NPDES and BMP's), development of Letters of Map Revision (LOMR/CLOMR) and sediment yield and transport analyses.

With Certified Floodplain Managers and other qualified staff, AMEC's professional capabilities include identification of and assistance with obtaining permits required by jurisdictional agencies (FEMA, USACOE, ADWR, ADEM, FCDMC); preliminary and final facilities design; preparation of construction PS&E bid analyses and other project documentation for storm drains, channel, and flood control facilities. AMEC personnel are experts in all aspects of Flood Insurance Studies (FIS), including hydrology, hydraulics, floodplain development and mapping, and Digital Flood Insurance Rate Map (DFIRM) production. Relevant projects include:



Un-named Wash 13 LOMR, Mohave Valley, Mohave County Flood Control District (MCFCD). AMEC is providing technical floodplain review services for LOMRs and CLOMRs and GIS assistance with FEMA DFIRM preliminary map issuance. Two LOMRs are now being prepared in the Mohave Valley area. The Un-named Wash 13 study area is located south of Bullhead City and was mapped as Zone A floodplain on the previously effective Flood Insurance Rate Map. As part of the Map IX-Mainland project, FEMA determined the Un-named Wash 13 floodplain should be remapped as Zone AO-depth 1-foot. In response, MCFCD contracted the collection of new 1-foot contour interval aerial mapping in 2009. AMEC is utilizing this improved data for the LOMR analysis. Phase 1 includes preparing revised hydrology reflecting recently-adopted County criteria, flow split analysis using FLO-2D and a detailed re-delineation of Un-named Wash 13. *Key Staff: N. Bokaie, B. Davies, A. Coronel, Y. Xu. Client Reference: Shannon Summers, 928.757.0925 and Nick Hont, 928.757.0925.*

Scottsdale Rd South Drainage Corridor Improvement, City of Scottsdale. The City of Scottsdale has redeveloped the former Los Arcos Mall site located at the southeast corner of Scottsdale Rd and McDowell Rd. The redevelopment included re-grading of the site and various commercial structures which are part of the ASU/Skysong project. As a result of the redevelopment, stormwater runoff was collected and conveyed to a suitable outfall location. *Key Staff: N. Bokaie, B. Davies, A. Coronel, Y. Xu. Client Reference: Ashley Couch, 480.312.4312.*

Ellsworth Rd, Germann Rd to Ray Rd Phase I, MCDOT. AMEC provided design services for Ellsworth Rd Phase I. Phase I consisted of reconstructing and widening three miles of the existing two lanes of Ellsworth Rd from Germann Rd to Ray Rd to provide four travel lanes with a raised center median, signalize Germann intersection, and constructing the Ellsworth Open Channel component of the East Mesa Area Drainage Master Plan. The project included a detailed final drainage report; stable channel design for the three-mile long Ellsworth Channel; and the design of mainline storm drains, connector pipes and several large concrete box culverts, and a concrete energy dissipater. AMEC used the existing 70% plans and other related documents in order to accomplish a complete and accurate final design within 90 calendar days. *Key Staff: N. Bokaie, B. Davies. Client Reference: Sami Ayoub, 602.506.4662.*

Hydrogeological Engineering

Our areas of groundwater expertise include:

- Groundwater supply assessments/modeling
- Well design
- Well impact analyses
- Well abandonment services
- Well production evaluations on existing wells
- Public supply well design/bidding services
- Well construction inspection
- Well-field management
- Recharge feasibility studies
- Environmental impact analyses
- Water rights
- Permitting support services

Hydrogeologic evaluations have been performed on behalf of private clients, municipalities, mining clients, and state and Federal agencies. Characterization included geologic mapping, geophysical evaluation, aquifer testing, groundwater age dating, groundwater isotope analysis, water quality assessment, exploration drilling, spinner flow meter surveys, depth-specific well sampling, groundwater modeling, soil evaluation, land subsidence monitoring, basin stratigraphy, and sustainability assessments. AMEC, led by *Chris Courtney, RG, PG,* has developed groundwater flow and/or transport models for diverse applications including groundwater resource development, evaluation of transboundary aquifer issues, and wellhead protection.

The projects that are described below highlight the diverse capabilities and innovativeness of the AMEC groundwater hydrology professionals. Our past experience includes extensive well-field exploration and development, well abandonment, surface/groundwater rights and adjudication, recharge site assessment and permitting, fate and transport of contaminants (including pharmaceutical compounds) in the subsurface and regional water supply planning. Our past and ongoing local hydrogeological engineering projects include:

Deep Exploratory Boring Potable Water Supply Investigation, City of Avondale. AMEC designed and oversaw the drilling and zonal (depth specific) testing of two 1,500-feet deep exploratory borings for the City. The exploratory program was conducted to evaluate the feasibility of drilling and constructing future drinking water supply wells from a deeper section of the unconfined alluvial aquifer with potentially better water quality than the shallow section of the aquifer with the end objective being to avoid cost-prohibitive well head treatment for nitrate, arsenic, total dissolved solids, and/or fluoride. The data indicated a promising alternative to the City's current groundwater supply with improved water quality. *Key Staff: C. Courtney, S. Wagner. Client Reference: Barbara Kirkland, 623.333.4428.*

Well No. 55-605042 and Well No. 55-604520 Abandonments, City of Avondale. AMEC completed the abandonment design, permitting, drilling oversight, and reporting for City ADWR Registered Wells No. 55-605402 (Old Well No. 22) and No. 55-604520 (Old Well No. 25). Both wells were relatively aged (50 years+) large diameter (20-inch+) agricultural wells that were historically utilized by the City for irrigation purposes. Because of the aging condition of the wells, and because they extracted groundwater that exceeded the allowable EPA Primary Drinking Water Standard of 10 mg/L for nitrate, they were abandoned and replaced by AMEC with new deeper wells. AMEC prepared the abandonment specifications, evaluated and selected the drilling contractor, prepared all necessary ADWR permitting documentation, oversaw the abandonment work, and prepared the abandonment completion reports. *Client Reference: Mike Smith, 623.333.4450.*

City of Flagstaff 100-Year Water Availability Groundwater Modeling Study, City of Flagstaff. AMEC is currently conducting a study for the City of Flagstaff to evaluate the sustainability and reliability of Flagstaff's surface water, groundwater and reclaimed water supplies for the next 100 years. The results of the study are to identify the "sustainable yield" (as defined by the ADWR) of groundwater pumping from Flagstaff's existing and future (planned) well fields and from Flagstaff area surface bodies (lakes, stream, springs, rivers, etc). The study is being conducted in accordance with ADWR's Adequate Water Supply program including its proposed revisions and the Hydrologic Guidelines adopted in August 2007. In order to better understand and predict the reliability of local groundwater supplies, a numerical groundwater computer model of the Coconino Plateau aquifers in and around the City of Flagstaff (an approximately 12,000 mi^2 area) will be constructed and calibrated by AMEC. This tool will be used to predict future impacts on the local groundwater and surface water systems and help to determine the physical availability of groundwater over the next 100 years. *Key Staff: C. Courtney. Client Reference: Brad Hill, 928.779.7685.*

GIS Programs

AMEC brings considerable experience working within all areas of GIS including, strategic consulting, analysis and design, programming and operational support:

AMEC provides full service GIS capabilities:

- Data capture, design, and integration
- Map compilation
- Spatial analysis and modeling
- Data presentation
- Customization
- Needs analysis and training

Led by Brian Sovik, GISP, GIS and Technologies personnel have been involved with projects that have required needs analysis, long-term strategic plans, database implementations, application delivery, training, and systems integration. The types of organizations we have been involved with range from local governments including the City of Phoenix and the FCDMC, to federal

government agencies including FEMA, the US Air Force, and Canada Post. The discipline-integrated IT knowledge of our team positions us to effectively interface with the City's GIS stakeholders and ensure that all aspects of projects are understood, communicated and delivered. Our strengths lie in our ability to draw upon a broad range of mature, practical GIS Subject Matter Expertise (SME) when required.

Enterprise Geodatabase Design Project, City of Avondale (Individual Experience). *Rudy Stricklan, RLS, GISP,* was the geodatabase architect for Avondale's Enterprise GIS database, integrating over 100 data sources into a single Microsoft SQL Server spatially-enabled database. As such, he is intimately familiar with delivering geospatial data of all sorts into this database structure. ***Key Staff:*** *R. Stricklan.* ***Client Reference:*** *Greg Beard, Acting GIS Manager, City of Avondale, 623.333.4424.*

GIS On-Call Services, City of Phoenix. AMEC was retained under contract with the City of Phoenix Environmental and Planning Division at Sky Harbor International Airport for On-call GIS services. A formal database analysis was conducted in 2006. Mapping and database updates are conducted quarterly. A secure internet website is maintained, which is hosted by AMEC and includes a mapping interface built on ArcGIS Server. Data included on the website includes aerial imagery, specific environmental information, and AutoCad information that was converted to GIS for inclusion into an ArcGIS Geodatabase using Oracle 10g. In addition, map products are produced on request. ***Key Staff:*** *B. Sovik.* ***Client Reference:*** *Joseph E. Francis, 602.273.4301.*

GIS 5-Year Strategic Plan, Town of Queen Creek. In early 2007, the Town of Queen Creek contracted with AMEC to conduct a 5-Year GIS Strategic Plan. Work efforts included coordination with five departments and divisions. A formal review of all existing GIS data and business applications for the Town were conducted, including interviews with key staff. The final deliverable also included formal recommendations and a five-year budget. ***Key Staff:*** *B. Sovik.* ***Client Reference:*** *Shawny Ekadis, 480.358.3000.*

Geotechnical and Environmental Engineering

Geotechnical Engineering

AMEC's Geotechnical engineers provide a high level of expertise in:

- Site investigation and in-situ testing
- Pavement evaluation
- Pavement design
- Slope stability and landslide control
- Materials sampling and testing
- Ground subsidence studies

Typical projects include roadways, pipelines, buildings, tanks, dams, levees, flood control, bridges, and landfills. The AMEC Geotechnical Engineering Department, led by ***Lawrence Hansen, PhD, PE,*** maintains a full-time staff of over 16 engineers, geologists, and technicians experienced in geologic and geotechnical characterization, as well as design in the soil and bedrock conditions present in the Southwest. Geotechnical studies for structures can include geohazard evaluation, land subsidence and earth fissure analysis, seismic design criteria, foundations evaluation and design suitable for the site conditions, ease of excavation, shoring requirements, slope stability, site grading, and pavement design. We have performed field exploration and provided geotechnical recommendations for a wide range of subsurface soil conditions including expansive soils, thick sequences collapsible soils, cemented soils, and hard bedrock. AMEC's field and project engineers/geologists are experienced in all field exploration methods (hollow stem auger, mud/air rotary, sonic, percussion and rock coring, limited access drilling, backhoe test pits and geophysical technologies), and engineering-focused geologic mapping. Relevant projects include:

Deer Valley Water Treatment Plant, 31st Ave and Dunlap Ave, City of Phoenix. For the past six years, AMEC has been providing geotechnical engineering services for the Deer Valley Water Treatment Plant project. Services provided included the vertical limits of a collapsible soil strata identified with a program of test drilling around and within the water treatment basins and design criteria for a tied-back secant shoring wall developed to allow excavation of up to 40 feet immediately adjacent to the remaining western portion of the plant to remove the unsuitable collapsible soils. Criteria for the allowable deformation of the retaining wall system were developed. AMEC was also involved when the eastern portion of the plant was demolished. Deformation and vibration tolerances were developed and structural monitoring was performed by AMEC with the goal of having no impacts to the remaining western half of the facility. AMEC developed soil cement design criteria and technical specifications to replace the unsuitable soils. AMEC has provided post design geotechnical engineering services and a portion of the materials testing and construction quality assurance services. Other geotechnical engineering services were provided at the Deer Valley Water Treatment Plant including a perimeter security wall and an evaluation of leakage form the fresh water storage reservoirs. ***Key Staff:*** *L. Hansen.* ***Client Reference:*** *Uday Gande (Wilson & Co.), 480.893.8968.*

Schnepf Rd Bridge & Roadway Improvements, Town of Queen Creek. For Phase I, AMEC performed a geotechnical investigation in support of the design of the replacement box culvert system for the existing Schnepf Rd bridge at Queen Creek Wash. During the heavy rains of the winter of 2005, the wash began flowing. From February 12 to the 14, 2005, there was severe erosion in the area of the bridge, with scouring around the base of the bridge, which resulted in the bridge being closed to traffic. Engineering studies determined the most economical solution would be to replace the Queen Creek Wash crossing at Schnepf Rd with a reinforced concrete box culvert (RCBC) as opposed to a bridge. For Phase II, AMEC performed a geotechnical investigation of Schnepf Rd between Ocotillo Rd to Combs Rd. Schnepf Rd was to be improved from the existing two-lane road to two 12-foot wide lanes with 2-foot shoulders, for a total width of 28 feet. *Key Staff: L. Hansen. Client Reference: Todd Cencimino (Stanley Consultants), 602.333.2200.*

Environmental Engineering

AMEC has many years of successful and diverse experience on environmental (includes stormwater) projects in Avondale, Maricopa County, and throughout the State of Arizona. AMEC's Environmental Engineering team, led by *Julianne Hamilton, PG,* has a unique insight to the wide range of environmental projects that may be awarded by the City under this contract. We have a proven track record in understanding the issues associated with this work and their importance in helping to manage the City's risk associated with environmental issues. AMEC has built a solid reputation for responsiveness and technical excellence in providing environmental services for government and private industry throughout the United States. We are in the business of solutions – providing results through a range of services including:

- Environmental impact assessment and permitting
- Environmental auditing and planning
- Risk assessment
- Environmental Site Assessment (ESA) and characterization
- Asbestos and lead assessment
- Remediation
- Environmental management
- Environmental engineering
- Waste management and air quality

4th Street Yard and Dysart Rd Improvements, City of Avondale. In preparation for extension of the Dysart Rd alignment, AMEC performed an environmental site investigation at the City's 14-acre former equipment storage yard. The investigation included a Phase I ESA, a comprehensive asbestos survey of existing buildings, surface soil sampling and environmental characterization of a former landfill at the property. The work was performed in support of an environmental mitigation plan for the City to fully assess the potential for future commercial development. The landfill assessment included a historical aerial photograph review, landfill gas survey and sampling, exploratory test pit evaluations and subsurface soil sampling. In addition to a summary of findings from the above site investigation activities, the final report provided a rough order estimate of the total volume of landfill waste and opinions of cost for removing the landfill waste and abating asbestos in the buildings. *Key Staff: J. Hamilton, M. Martin, T. Ostapuk. Client Reference: Paul Lopez, 623.478.3281.*

I-10 and Dysart Rd Traffic Improvement Project, City of Avondale (ARRA Project). AMEC prepared the Environmental Determination (ED) for Dysart Rd/I-10 Traffic Interchange Improvements for the City. The project involved the widening and repaving of traffic interchange (TI) ramps at the intersection of a fully access-controlled urban freeway (I-10) and a major arterial (Dysart Rd) and the widening of a major arterial (Dysart Rd). Due to inclusion of I-10 improvements, AMEC prepared the ED and supporting technical documents in accordance with ADOT guidelines. Technical documents included a Phase I ESA, biological review, and cultural resources assessment. AMEC also performed a qualitative review of air and noise impacts. *Key Staff: J. Hamilton, M. Martin, T. Ostapuk. Client Reference: Paul Lopez, 623.478.3281.*

Leverton Brownfield Project, City of Avondale. AMEC assisted the City with an assessment project that was funded through a Brownfield State-Wide Assessment Grant, awarded to the City from the Arizona Department of Environmental Quality. The Leverton property was utilized as crop dusting landing strip and loading facility from approximately 1955 to 1990. The purpose of the assessment was to evaluate the environmental impact to the property associated with the former land use to provide the City with an understanding of any development constraints associated with the property. AMEC provided clean-up alternatives and associated costs, as well as coordinated the community outreach program required by the grant. *Key Staff: J. Hamilton, T. Ostapuk. Client Reference: Paul Lopez, 623.478.3281.*

Construction Management

Led by *Tom Ward, PE,* construction management administration and inspection services are core services of AMEC. We have provided these services to State, County and local municipalities. Our repeat business (over 85%) combined with our quality

service, provides AMEC with a steady backlog. This allows us to retain experienced staff and keeps our overhead costs down, providing cost-effective service for our customers.

AMEC has extensive experience with alternative delivery systems, having completed over $1 billion worth of construction in the last four years using Design/Build; CM at Risk; and Engineer, Procure and Construction methodology. This experience allows us to put management and construction specialists on your projects that understand the unique needs of each process.

Ellsworth Rd Construction Management, University Dr to McLellan, MCDOT. AMEC provided construction management services for three miles of roadway reconstruction and widening of a two-lane collector road into a five-lane facility. The project also included a new set of traffic signals at University Dr and Ellsworth Rd; a storm drainage system; Central Arizona Project canal equestrian crossing; drainage channel and box culvert; catch basins; asphaltic concrete pavement; rubber asphalt pavement; curb, gutter, and sidewalk; roadway lighting; signing; striping; and miscellaneous incidentals. *Key Staff: N. Bokaie. Client Reference: Lisa Ruane, 602.506.4683.*

Estrella Roadway Phase 2B, El Mirage Rd to Lake Pleasant Rd Construction Management, MCDOT. AMEC provided construction management services for the Estrella Roadway from El Mirage Rd to Lake Pleasant Rd. The project consisted of constructing a four-lane divided roadway approximately 4.5 miles in length, one 10-span AASHTO girder (type VI) bridge and a number of drainage structures (box and pipe culverts). At-grade intersections with a future interconnected traffic signal system for - Hatfield Rd; 115th Ave; 107th Ave (realigned); and Lake Pleasant Rd at Happy Valley Rd were also included in the project. The project included approximately 500,000 cubic yards of excavation and embankment, new asphaltic concrete pavement, nine multiple barrel concrete box culverts, storm drainage systems, numerous utility relocations, signing, striping, etc. *Key Staff: N. Bokaie, J. Monnett. Client Reference: Lisa Ruane, 602.506.4683.*

Power Rd/Pecos Rd at UPRR, Town of Gilbert. The project was an intersection improvement design that eliminated a skewed angle leg of Rittenhouse Rd; widened Power Rd to a six-lane arterial street; and Pecos Rd to a four-lane arterial street. The project included extensive coordination with the UPRR, FCDMC, the Towns of Gilbert and Queen Creek, City of Mesa; and MCDOT. The project included multiple utilities including high-pressure gas, fiber-optic, sewer, water, and both transmission and distribution overhead power lines. AMEC developed the design and provided construction management services. AMEC also provided culvert design and evaluation of floodplain impacts due to intersection improvements along the Rittenhouse channel and provided several alternatives for consideration and coordination with FCDMC and MCDOT. *Key Staff: N. Bokaie, K. Carroll, B. Davies, A. Coronel, B. Campbell. Client Reference: Jack Gierak, 480.503.6176.*

AMEC Identification Information

Point of Contact: Rod Penniman, PE: Tel: 480.940.2320, Cell: 480.370.7022

AMEC Locations

Principal Office: AMEC Earth & Environmental, Inc., 1405 West Auto Dr, Tempe, Arizona 85284-1016

AMEC Earth & Environmental, Inc. (AEE) is a Nevada corporation headquartered in Plymouth Meeting, PA. AEE is a wholly owned subsidiary of National Ventures, Inc. (NVI), a holding company incorporated in Florida. NVI is in turn owned 100% by AMEC Holdings, Inc. (AHI), a holding company incorporated in Delaware. AHI is in turn owned jointly by AMEC Property and Overseas Investments Limited (APOIL), a holding company incorporated under the laws of the United Kingdom (UK), and AMEC USA Limited (AUSAL), a holding company incorporated under the laws of the UK. APOIOL and AUSAL are wholly owned subsidiaries of AMEC plc, a publicly traded company incorporated under the laws of the UK.

Arizona Offices

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SECTION 3

Section 3: Personnel Qualification and Pertinent Experience

AMEC is submitting qualifications for ten of the discipline categories being procured by the City for their FY 2010/2011 Professional Consultants Selection List. For each of these categories, AMEC has assembled a team of local professionals led by a seasoned project manager in that field of practice (shown in bold). The technical lead and supporting professionals in each of the discipline categories are shown in the organizational chart below. A matrix graphic showing all of the target discipline categories matched to the participating staff is presented on the next page. In addition, resumes for staff are included in the Appendix section of this document. Each resume includes specific project experience and all other information identified in the Request for Qualifications.

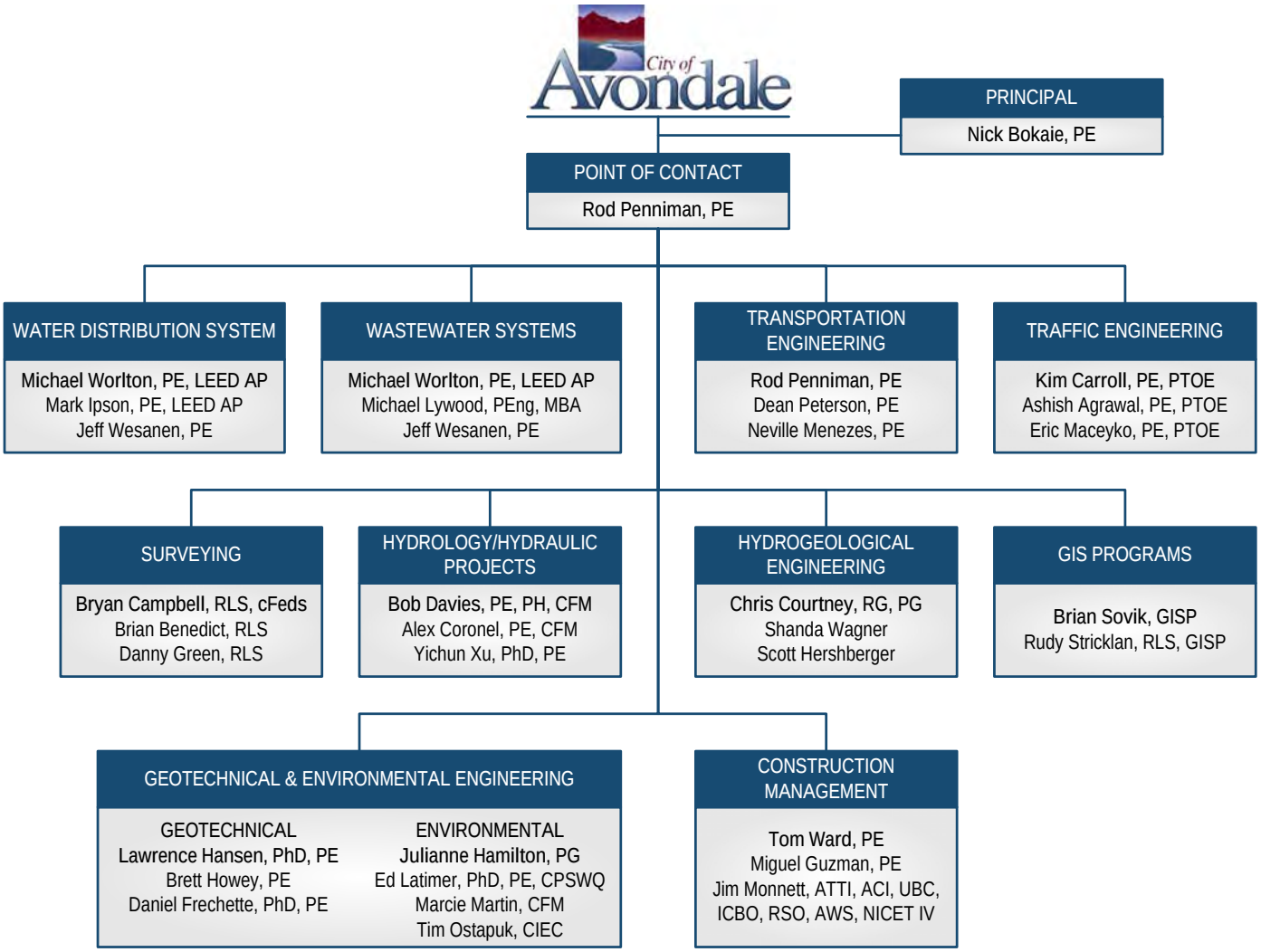

Table 1. Category Matrix	Water Distribution System					Wastewater Systems			Transportation Engineering					Traffic Engineering									Surveying						H & H				Hydrogeological Engineering				GIS Programs			Geotechnical and Environmental								Construction Management					
	Feasibility Studies	Wells	Distribution Systems	Pump Stations	Storage Facilities and Treatment Plants	Studies	Collection and Disposal System Designs	Treatment Plants and Lift Stations	Roadway Improvements	Master Plans	Transportation Planning	Traffic Calming Projects and Intersection Designs	Sidewalk and Intersection Designs, including Roundabouts	Speed & Vehicular Classification Evaluation	Traffic Crash & Safety Evaluation	Traffic Signal Warrant Studies	Stop Sign, Left Turn Phase, Pedestrian Crossing Warrant Studies	Pedestrian & Bicycle Studies	Safe Routes to School Plans	ITS Evaluation & Design	Traffic Signal Design	Pavement Marking & Signing Design	Topographic Surveys	Boundary Surveys	Construction Staking	As-Built Surveys	Right-of-Way and Easement Investigations	ALTA and Preparation of Legal Descriptions	Master Plans	Hydrology Studies and Designing Storm Water Drainage Facilities	Floodplain Management	Levee Certification	Aquifer Impact and Well Feasibility Studies	Well Abandonment Services	Design of Wells	Construction Inspection/Observation Services during the drilling of new or replacement wells	Data Collection and Development	Map Compilation	Transformation and Systems Integration	Geotechnical Engineering	Pavement Design	Materials Sampling and Testing	Pavement Evaluation	Design Recommendations and Specifications	Environmental Site Assessments	Compliance Audits	Risk Evaluation and Recommendations	CM@Risk and Design Build Process Management or Construction Administration and Inspection Services	Estimation	Bid Document Preparation	QA/QC Services	Shop Drawing Review	Post Design Services
Water Distribution System																																																						
Michael Worlton, PE, LEED AP	●	●	●	●	●	●	●	●																																												●	●	●	●	●
Mark Ipson, PE, LEED AP	●		●	●	●	●	●	○																														○	○													●	●	●	●	●
Jeff Wesanen, PE			●			●	●		●		●	●	●	○			○				○	●	○			○	○			●																					●	●	●	●	●
Wastewater Systems																																																						
Michael Worlton, PE, LEED AP	●	●	●	●	●	●	●	●																																												●	●	●	●	●
Michael Lywood, PEng, MBA	●	●	●	●	●	●	●	●																																												●	●	●	●	●
Jeff Wesanen, PE			●			●	●		●		●	●	●	○			○				○	●	○			○	○			●																					○	○	○	○	○
Transportation Engineering																																																						
Rod Penniman, PE									●	●	●	●		○			○																																			○	○	○	○	○
Dean Peterson, PE									●								○																																						
Neville Menezes, PE									●		●	●		○			○																																					
Traffic Engineering																																																						
Kim Carroll, PE, PTOE									●	○	●	●		●	●	●	●	●	●	●	●	●	○		○	○	○																									○		○	○
Ashish Agrawal, PE									○	○	○	○		●	●	●	●	●	●	●	●	●																															○			
Eric Maceyko, PE, PTOE									○	○	●	○		●	●	●	●	●	●	●	●	●																																	
Surveying																																																						
Brian Campbell, RLS, cFeds																							●	●	●	●	●	●																											
Brian Benedict, RLS																							●	●	●	●	●	●																											
Danny Green, RLS																							●	●	●	●	●	●																											
Hydrology/Hydraulic Projects																																																						
Bob Davies, PE, PH, CFM									○																				●	●	●	●					○														○	○	○	○	○
Alex Coronel, PE, CFM									○																				●	●	●	●					○														○	○	○	○	○
Yichun Xu, PhD, PE									○																				●	●	●	●					○														○	○	○		○
Hydrogeological Engineering																																																						
Chris Courtney, RG, PG	●	●	●			●	●																										●	●	●	●	○								●					●	●	●		
Shanda Wagner																																		●	○					○					●								
Scott Hershberger																																				●												●						
GIS Programs																																						●	●	●														
Brian Sovik, GISP																																						●	●	●														
Rudy Stricklan, RLS, GISP																							●	●	●	●	●	●										●	●	●														
Geotechnical and Environmental																																									●	●	●	●	●								○
Lawrence A. Hansen, PhD, PE									○																																●	●	●		●								○
Brett Howey, PE									○																																●	●	●	●	●								○
Daniel Frechette, PhD, PE									○																																				●	●							
Julianne Hamilton, PG																																		●	●									●	●			●	●	●	●	●
Ed Latimer, PhD, PE, CPSWQ	○	○				○																							●	○	○	●					○	○	●						●	●	●						
Marcie Martin, CFM					○				○		○											○							○								○	○							●									
Tim Ostapuk, CIEC																																											●	●		●								
Construction Management																																																						
Tom Ward, PE									●																●																		●	●		●	●		●	●		●		●	●	●
Jim Monnett, ACI, ATTI, NICET IV			●	●				●	●																●																		●	●	●		●		●		●	●	●
Miguel Guzman, PE									●																																						●		●		●		●	●	●

● = specific/direct experience ○ = related experience

Name	Certifications/Licenses	Current Memberships
Nick Bokaie, PE	PE – AZ No. 32889	APWA; ASCE; ACEC;
Rod Penniman, PE	PE – AZ No. 31628; NY No. 072203-1	APWA; ASCE; Project Management Institute
Water Distribution System/Wastewater Systems		
Mike Worlton, PE, CPESC, LEED AP	PE – AZ No. 35265; ADEQ Wastewater Treatment Plant Operator, Grade IV, #21709; ADEQ Wastewater Collection System Operator, Grade IV, #21709; Certified Professional in Erosion and Sediment Control, #2837; LEED AP	President, ASCE (2009-Present); AzWater Association, Awards Committee (2009-Present); Commissioner, Peoria Planning and Zoning Commission (2005-2009)
Mark Ipson, PE, LEED AP	PE – AZ No. 50462; CA No. 74248; LEED AP, 2009	ASCE
Jeff Wesanen, PE	PE – AZ No. 45791; CA No. 69697	N/A
Transportation Engineering		
Dean Peterson, PE	PE – AZ No. 33448	N/A
Neville Menezes, PE	PE – AZ No. 50686	ASCE
Traffic Engineering		
Kim Carroll, PE, PTOE	PE – AZ No. 34570; Professional Traffic Operations Engineer No. 1452; IMSA Certification Work Zone Traffic Control (ZZ 69806)	Institute of Transportation Engineers; International Municipal Signal Association; APWA
Ashish Agrawal, PE, PTOE	PE – AZ No. 45607; Professional Traffic Operations Engineer No. 2738	Institute of Transportation Engineers - Arizona
Eric Maceyko, PE, PTOE	PE – AZ No. 42629; Professional Traffic Operations Engineer No. 2105	Institute of Transportation Engineers - Arizona
Surveying		
Bryan Campbell, RLS, cFeds	Registered Land Surveyor – AZ No. 40622; Certified Federal Surveyor – No. 1154	APLS
Brian Benedict, RLS	RLS – AZ No. 32222	APLS
Danny Green, RLS	RLS – AZ No. 29873; California #4046; Colorado #11259	
Hydrology/Hydraulic Projects		
Bob Davies, PE, PH, CFM	PE – AZ No. 21674; NV No. 8339, CA No. C51283, HI No. 10404, MO No. 23348; Certified Floodplain Manager No. 10502; Professional Hydrologist / National #1463	Association of State Floodplain Managers; American Institute of Hydrology
Alex Coronel, PE, CFM	PE – AZ No. 40209; Certified Floodplain Manager No. 00374	Arizona Floodplain Managers Association
Yichun Xu, PhD, PE	PE – AZ No. 44746	ASCE, IAHR, AFMA
Hydrogeological Engineering		
Chris Courtney, RG, PG	RG – AZ No. 40811; PG – NE G-0294; PG – VA 2801-001648; ACEC LEAP; MSHA; OSHA, HAZWOPER	AZ Assoc. for Economic Dev.; AZ Hydrological Society; APWA; AZ Geological Society; Rural Water Assoc. of AZ
Shanda Wagner	OSHA HAZWOPER; MSHA	EPAZ; AEG
Scott Hershberger	CESSWI; ECC; OSHA HAZWOER	Arizona Floodplain Managers Association; American Institute of Hydrology
GIS Programs		
Brian Sovik, GISP	Geographic Information Systems Professional; GIS Certification Institute	APLS; URISA; Geographic Information Systems Certification Institute
Rudy Stricklan, RLS, GISP	RLS – AZ No. 10427; Geographic Information Systems Professional	State Chairman, APLS; Executive Board Member, Arizona Geographic Information Council
Geotechnical and Environmental		
Lawrence Hansen, PhD, PE	PE – AZ No. 13872; CA No. C29238; CA No. GE2020 (Geotechnical)	ASCE; International Society for Soil Mechanics & Foundation Engineering; ASDSO; US Society on Dams
Daniel Frechette, PhD, PE	PE – AZ No. 37284	Chi Epsilon Honor Society; ASCE; Geo Institute; ADSC: International Assoc. of Foundation Drilling
Brett Howey, PE	PE – AZ No. 40220	ASDSO; ASCE; ASCE Geo-Institutes Standards Committee for Inspection of Existing Dams Guidelines; SAME
Julie Hamilton, RG	RG – AZ No. 31003; Certified Professional Geologist – AIPG No. 9428	SAME; Valley Forward Association, Board Member
Ed Latimer, PhD, PE, CPSWQ	PE – AZ No. 28822; Certified Professional in Storm Water Quality, Cert. No. 0190; Certified Professional in Erosion and Sediment Control, Certificate No. 4372	APWA; International Erosion Control Association
Marcie Martin, CFM	Certified Floodplain Manager, US-04-01046; Registered Environmental Assessor (REA I) in California (07789), 2003; OSHA HAZWOER	NAEP; AZAEP; ASFM; AFMA
Tim Ostapuk, CIEC	Council – Certified Indoor Environmental Consultant; AHERA Management Planner, Building Inspector, Contractor/Supervisor; OSHA HAZWO	
Construction Management		
Tom Ward, PE	PE – AZ No. 44742	ASCE
Miguel Guzman, PE	PE – AZ No. 44699	
Jim Monnett	ATTI; ACI – Level I & II; NICET Level IV – Concrete, Asphalt, Soils; ICBO & ICC Reinforced Concrete Special Inspector; ICBO Pre-stressed Masonry Inspector; BOCA & SBCCI Reinforced Concrete Inspector; AWS	

Acronyms are further explained in individual resumes in Appendix

ROAD
WORK
AHEAD

VI. VENDOR INFORMATION FORM

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

AMEC Earth & Environmental, Inc.
FIRM SUBMITTING SOQ

91-1641772
FEDERAL TAX ID NUMBER

Nick Bokaie, PE, Vice President
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

1405 West Auto Drive
ADDRESS

480.830.3700 480.830.3903
TELEPHONE FAX #

Tempe Arizona 85284
CITY STATE ZIP

April 9, 2010
DATE

WEB SITE: www.amec.com

EMAIL ADDRESS: nick.bokaie@amec.com

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

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

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

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

REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR

FY 2010/2011 PROFESSIONAL CONSULTANTS SELECTION LIST

EN-10-057

Addendum No. 1

Date: April 6, 2010

From: Sue McDermott

Subject: Addendum No. 1 to Solicitation No. EN 10-057

Bid Deadline: **April 15, 2010**, 3:00 p.m. local time, Phoenix, Arizona

SCOPE

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

This Addendum No. 1 consists of the modification of the RFQ, Section I, Introduction, Paragraph 2, Discipline Categories of Projects and Section II, Statement of Qualifications Requirements, Paragraph (1)(a), Preparation/ Submission of SOQ.

ADDENDUM

1. Page A-1, Section I, Introduction, Paragraph 2, is hereby amended as follows:

   2. Discipline Categories of Projects. During Fiscal Years 2010/2011 and 2011/2012, the City plans to contract approximately twenty (20) projects per Fiscal Year for professional services for specific projects that fall within 16 (sixteen) different discipline categories listed below. The scope of work for these specific projects may include studies, site investigations, planning, preliminary design concepts, and contract document development (preparing detailed plans, schedules, designs, assembly of specifications and reports). Project duties may also involve budget estimating, engineering designs, AND

phasing, recommendations for future infrastructure needs (master plans). ~~improvement district administration and presentations at public meetings.~~ Please note, all projects involving the preparation of design plans and specifications require the design plans and specifications to be sealed by a Professional registered in the State of Arizona.

The Professional Consultants Selection List discipline categories are:

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

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

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

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

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

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

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

- Landscape Architect - Master plans, conceptual planning, site designs, parks and public open spaces, streetscapes, bicycle and pedestrian pathway design, scenery planting and irrigation.

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

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

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

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

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

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

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

- Subsurface Utility Investigation - To include various types of investigation methods to verify the horizontal and vertical location of underground utilities using surface geophysical techniques such as Ground Penetrating Radar ("GPR"), electromagnetic, magnetic or other energy fields, probing and vacuum exploration. Electromagnetic methods include the following: pipe and cable locators, inductive, conductive, active and passive modes), terrain conductivity, ground resistivity techniques, optical methods, and computer-driven algorithms coupled with data collection techniques.

2. Page B-1, Section II, Statement of Qualifications Requirements, Paragraph (1)(a) is hereby amended as follows:

1. Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Professional Consultants Selection Lists for Fiscal Year 2010/2011 and 2011/2012 outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

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

ORIGINAL COPY OF THE SOQ ON A CD-ROM (OR ELECTRONIC MEDIA APPROVED BY THE CITY) IN PRINTABLE ADOBE OR MICROSOFT WORD FORMAT (OR OTHER FORMAT APPROVED BY THE CITY). FAILURE TO ADHERE TO THE SUBMITTAL QUANTITY CRITERIA SHALL RESULT IN THE SOQ BEING CONSIDERED NON-RESPONSIVE.

VI. VENDOR INFORMATION FORM

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

AMEC Earth & Environmental, Inc.
FIRM SUBMITTING SOQ

91-1641772
FEDERAL TAX ID NUMBER

Nick Bokaie, PE, Vice President
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

1405 West Auto Drive
ADDRESS

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TELEPHONE FAX #

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April 9, 2010
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WEB SITE: www.amec.com

EMAIL ADDRESS: nick.bokaie@amec.com

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

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

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

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

Michael Worlton, PE, CPESC, LEED AP

Water Distribution System/Wastewater Systems

Professional Summary

Mr. Worlton has been involved with design, planning, and construction management of water resources projects throughout Arizona. He has diverse background in analysis and design of water mains, sewer mains, water production and pumping facilities, lift stations and force mains, water and wastewater treatment plants, and both steel and concrete storage reservoirs.

Relevant Projects

City of Avondale Water Infrastructure Master Plan, City of Avondale. Task Manager responsible for managing budget and schedule and provided senior technical input and quality control for the delineation task. Key project elements included 14 miles of floodplain delineation and five miles of floodway delineation using HEC-RAS. Public meeting involvement was required. A LOMR was prepared for FEMA.

City of Avondale Water Resources Master Plan, City of Avondale. Mr. Worlton served as Project Manager for the development of a long-term water resources plan for the City. This project included identification and analysis of existing water supplies and demands, and planning for water demand requirements. This project required assessment of the City's assured water supply, proposed local and federal regulations relating to water supply and quality, assess water conservation measures. This plan also established a CIP focused on proposed future water sources, facility locations, and water quantity requirements to meet future demands.

Durango Area Pressure Reducing Stations, City of Avondale. Mr. Worlton served as Project Manager for the design of three pressure-reducing stations. This project included the preparation of construction plans for installation of two 8" and one 12" pressure reducing valves with low-pressure by-pass.

115th Ave Transmission Main Extension, City of Avondale. Mr. Worlton served as Project Manager for this project. A key factor contributing to the success of this project was the early identification and resolution of design issues. Specifically, this project included design of approximately one mile of 24" water transmission main crossing beneath UPRR, box culverts, and storm drains; utility coordination; detailed survey; plans and specifications; permit coordination; cost estimates; and connection to the existing transmission main.

East Avondale Waterline Replacements, City of Avondale. Mr. Worlton served as Project Engineer for replacement of approximately three miles of 8" waterline in a historic part of the City. The design included survey, cost estimates, utility coordination, permitting, and review of bids.

Park Rd Waterline, City of Avondale. Mr. Worlton served as Design Engineer for a 20" waterline crossing within the Agua Fria River parallel to McDowell Rd in Avondale. This project included preparation of specifications and construction inspection.

Education

MS, 1997, Civil Engineering, Brigham Young University

BS, 1996, Civil Engineering, Brigham Young University

Certifications/Registration

Professional Engineer: 2000, Arizona #35265; 1999, California #60146; 2009, Utah #324120-2202

2003, ADEQ Wastewater Treatment Plant / Collection System Operator, Grade IV, #21709

2004, Certified Professional in Erosion and Sediment Control, #2837

2007, Leadership in Energy and Environmental Design (LEED)

Memberships

President, Arizona Society of Civil Engineers (2009-Present)

AzWater Association, Awards Committee (2009-Present)

Faculty Associate, Arizona State University (2005-2007) – Integrated Civil Design

Commissioner, Peoria Planning and Zoning Commission (2005-2009)

Years with AMEC

1

Years of Experience

13

Main St Water Improvements, City of Avondale. Mr. Worlton served as Design Engineer for a 12" waterline in the City. Design included major street crossing and utility conflict resolution. The consultant firm provided coordination of permits for design within ADOT, Environmental Services of Maricopa County, and MCDOT jurisdiction.

East Interceptor Sewer line Improvements, City of Avondale. Mr. Worlton served as Design Engineer for a 15" sewer line in the City. Design included design concept report to analyze and determine best alignments of the proposed sewer. Mr. Worlton also provided coordination of permits for design within FCDMC, ADOT, and MCDOT jurisdiction.

Durango Area Water Master Study, City of Avondale. Mr. Worlton served as Project Manager/Design Engineer for modeling of the City of Avondale's water system. Tasks included visiting all supply, storage, and distribution facilities throughout the City; identifying pressure reducing valve locations and settings; analyzing pump curves; and performing fire flow testing of the existing system. The consultant firm modeled the City's water system using WaterCAD.

Cave Creek Water System Improvements, Town of Cave Creek. Mr. Worlton served as Project Manager for this award winning $15M upgrade to the Town's water system infrastructure. The project included demolition of five steel storage tanks, design of replacement concrete storage tanks at two sites, analysis and design of upgrades to CAP transmission line booster stations, three miles of water main design, and a 2-MGD water treatment plant capacity and facility expansion.

Water Mains Replacement Program, City of Phoenix. Mr. Worlton served as Project Manager for the replacement of approximately 10,000 LF of water main along 7th Ave between Apache and Jackson. The project included design of a railroad crossing, sewer service connections, utility research, public water line abandonment (cut and plug), new fire hydrants, and topographic surveys and base mapping. The project was designed in conjunction with roadway improvements as part of the City's Hope 6 project. Additional coordination was required due to on-going construction in this very high profile downtown corridor.

Cushing St 36" Reclaimed Waterline Upgrade, City of Tucson. Mr. Worlton oversaw design of upgrades to a 36" reclaimed waterline associated with roadway and bridge improvements in the area. The upgrades consisted of encasing the pipeline, replacing sections of the line, and relocating existing air release valves. Mr. Worlton coordinated with Tucson Water's Modifications Unit Supervisor, the City of Tucson, and the roadway and bridge design teams.

Sweetwater/Hagan Wastewater Pump Station, Lake Havasu City. Mr. Worlton served as engineer of record for the design of this wastewater pump station including five submersible pumps with a capacity of over 10 MGD. The station included biological and chemical odor control, a diversion structure, and two wet wells. He also provided technical oversight and quality control for nearly two miles of 16" force main and approximately 1.5 miles of 21" gravity sewer associated with this project.

Blue Horizons Well and Reservoir, Town of Buckeye. Mr. Worlton served as Project Manager for the design of a 1,200 gpm domestic service well and provided grading design and construction phase support services for a 1.5 MG potable water reservoir in the Arizona Water Company Service area. Well site design included an 8-foot block wall, chlorination, a pump to waste line, retention, paving and drainage. Construction support services included project included responding to contractor RFIs, reviewing shop drawings, and conducting site inspections.

Kabul Military Training Center Wastewater Treatment Plant, Kabul, Afghanistan. Mr. Worlton provided quality control reviews for the design of a 750,000 gallon per day waste water treatment plant that served Afghan Defense University for the Department of the Air Force. Design included head works, lift station, equalization basin, extended aeration, anoxic zone, primary clarification, chlorination, digestion, and sludge handling facilities.

Palm Tree Area Stimulus Package Sewers, Lake Havasu City. Mr. Worlton provided design review and quality control services for an ARRA funded gravity sewer collection network connecting approximately 550 properties to the sanitary sewer system. Improvements including 44,000 linear feet of 6" to 15" sewer with 44,000 linear feet of 4" service laterals. Design was completed 2½ months early in order to qualify for stimulus funding.

Mark Ipson, PE, LEED AP

Water Distribution System/Wastewater Systems

Education
M.S., Civil Engineering, Brigham Young University, Provo, UT, 2006

B.S., Civil Engineering, Brigham Young University, Provo, UT, 2005

Certifications/Registration
Professional Engineer (Civil), AZ / #50462, 2009

Professional Engineer (Civil), CA / #74248, 2009

LEED AP, 2009

Memberships
ASCE

Years with AMEC
<1

Years of Experience
4

Professional Summary
Mr. Ipson is a project engineer with four years of experience in the planning and design of water and wastewater facilities including well sites, storage reservoirs, pump stations, and water and sewer mains as well as the development of hydraulic models and master plans for water and wastewater systems. Mr. Ipson also offers experience in preparing technical specifications and providing engineering support during the construction and start-up of water facilities.

Relevant Projects
Cave Creek Water System Improvements. This award winning (APWA) $15M upgrade to the Town of Cave Creek water system infrastructure encompassed planning, design and construction services for a variety of water improvements. The project included demolition of five steel storage tanks, design of two replacement concrete storage tanks, hydraulic analysis and design of upgrades to CAP transmission line booster stations and five other booster pump stations, three miles of water main design, two pressure reducing stations, and a 2-MGD expansion of Cave Creek's CAP surface water treatment plant. This project was delivered through CM@Risk and all improvements were operational one year after final design began. Mr. Ipson served as Design Engineer for the following parts of the project:

- Neary Storage Reservoir and Booster Pump Facility, Town of Cave Creek. Mr. Ipson served as the Design Engineer for a 1.2-million gallon prestressed concrete storage reservoir and 7,500 gpm booster pump facility. His responsibilities included preparing mechanical construction plans and technical specifications, coordinating with the reviewing agencies to obtain necessary permits, developing a control description for site operations, and facilitating work performed by subconsultants and other engineers. Mr. Ipson also provided engineering support throughout construction, including shop drawing reviews, site inspections, and responding to contractor RFIs. Because this site was critical in serving system demands, it could not be offline during the summer months. Mr. Ipson worked closely with Town staff and the contractor throughout the design, construction, and start-up of the site improvements to ensure that the improvements would be designed, constructed, and brought online within the required time period.
- Rockaway Hills Storage Reservoir and Booster Pump Facility, Town of Cave Creek. Mr. Ipson served as the Design Engineer responsible for preparing mechanical construction plans and technical specifications for a 2.0-million gallon pre-stressed concrete storage reservoir and booster pump station. Mr. Ipson provided engineering support throughout construction and start-up of the improvements. Because this site is located in a scenic area and is close to surrounding residents, the design included the use of a buried pump station and partially buried reservoir to reduce the noise and visual impacts on neighbors. Another unique aspect of this project is that the design included valving to fill and drain the reservoir from a remote pump station using the same transmission main, resulting in lower overall project costs.
- Neary Offsite Waterlines, Town of Cave Creek. Mr. Ipson prepared construction plans and technical specifications for the Neary offsite waterlines and provided construction-phase engineering support throughout the waterline installation. The waterlines include approximately 1,400 LF of 16" transmission main and 1,700 LF of 12" distribution main. Because the waterlines were installed along the main corridor through the downtown area of Cave Creek, Mr. Ipson designed the waterlines to minimize the potential impacts that their installation would have on traffic flow.

Sunrise Well No.7, Sunrise Water Company, City of Peoria. Mr. Ipson served as the Design Engineer responsible for providing construction phase services for Sunrise Well No.7. This project consisted of an onsite well, a MIOX onsite generation chlorination system, a storage reservoir, a booster pump station, and an onsite storm water retention basin. Mr. Ipson performed site inspections, prepared record drawings, and coordinated with the reviewing agencies to obtain all necessary permits.

Ashton Ranch Service Area Analysis, City of Surprise. Mr. Ipson performed an analysis of the Ashton Ranch service area to identify the available fire flow for a square mile of proposed development that would include government facilities, a library, and other commercial development. This analysis included calculating water demands for the various facilities and developing hydraulic models for existing and build-out conditions using WaterCAD.

Valencia Water Master Plan, Global Water Resources, Town of Buckeye. Mr. Ipson conducted an extensive analysis of the Valencia Water System and prepared an "all-pipe" water model and Water Master Plan for existing and build-out conditions. This project included calculating water demands, hydraulic model development, researching existing infrastructure, model calibration, identifying immediate and future improvements, and using GIS to prepare system exhibits. The water models for this analysis were prepared in WaterCAD. In preparing this Master Plan, Mr. Ipson included detailed information, including process flow diagrams, pump curves, operational set points, and other valuable information to assist Global Water staff in making informed decisions regarding future water system improvements.

Cave Creek CAP Pump Station Energy Analysis, Town of Cave Creek. Mr. Ipson performed an energy analysis of the 12-mile long transmission main and four booster pump stations that convey water from the Central Arizona Project canal to the Cave Creek water treatment facility. In this analysis, Mr. Ipson developed an extended period simulation model in WaterCAD and identified potential modifications that would increase the efficiency of the pump stations and reduce energy costs incurred by the Town.

North Airport Rd Sludge Handling System, Sunbelt Investment Holdings, Inc., Town of Buckeye. Mr. Ipson prepared a 30-year life cycle cost analysis comparing three methods of sludge disposal for the North Airport Rd Water Campus. The analysis included equipment, energy, O&M, hauling, and disposal costs for a filter press, a Sludge Mate dewatering system, and direct hauling of wet sludge to the landfill. Mr. Ipson also prepared mechanical construction plans for the selected system, which consisted of three Sludge Mate dewatering bins, piping, and valving for the disposal of sludge from the arsenic treatment process. In preparing the plans, He also performed a turning analysis for trucks that would be accessing the site.

Sundance Sludge Press Preliminary Design Report, Meritage Homes, Town of Buckeye. Mr. Ipson prepared a preliminary design report for sludge handling improvements at the Sundance Water Campus. The proposed system included loading equipment for diatomaceous earth, a batch tank, a filter press, a filtrate holding tank, and a transfer pump. In preparing the report, Mr. Ipson performed a turning analysis for vehicles accessing the site and worked with Town representatives to optimize the site layout.

Liberty Vistas Wastewater Lift Station, Liberty Property Trust, City of Goodyear. Mr. Ipson served as the Design Engineer responsible for preparing the technical construction specifications for the mechanical equipment and odor control systems at the Liberty Vistas Wastewater Lift Station.

Jeffrey Wesanen, PE

Water Distribution System/Wastewater Systems

Education

Bachelor of Science, Civil Engineering, University of Arizona (May 2002)

Certifications/Registration

Registered Professional Engineer, AZ #45791 (2007)

Registered Professional Engineer, CA #69697 (2006)

Memberships

N/A

Years with AMEC

5

Years of Experience

8

Professional Summary

Mr. Wesanen has experience designing and managing various aspects of projects, coordinating with clients and subconsultants, and multi-tasking in various disciplines. He has eight years of experience in a variety of projects, ranging from transportation design to drainage design to underground utility design. This experience is spread through various different projects including: urban roadway reconstruction and widening; intersection modifications; rural roadway design and modeling; converting wet weather crossings to dry weather crossings; cross culvert design for ADOT; water and reclaimed water line design ranging from 8" to 36"; and sewer infrastructure design. On these projects, his responsibilities included developing final design grades and models; coordinating and directing other project members on various tasks; creating cost estimates and project specifications; and helping monitor schedule and budget. He is proficient in both AutoCAD with Land Development Desktop or Civil 3D and MicroStation with InRoads for design, modeling, and estimation purposes.

Relevant Projects

Wastewater System Expansion Program, Lake Havasu City. Project Engineer. The Lake Havasu City WWSE is an 11-year CIP. The WWSE will connect approximately 28,000 residences to a new sewer system, and upgrade and expand the City's existing sewer system while decommissioning approximately 25,000 residential septic systems. As Program Manager, AMEC provides design, survey, construction administration and program management services for wastewater collection, treatment, and effluent reuse/disposal facilities throughout the City. AMEC evaluates the Program progress and refines the approach and direction to better accomplish City goals and Program objectives. Specific projects that Mr. Wesanen has been involved with include:

- Red Collection Area, Program Year 5: This area includes the Beverly Glen, San Juan, and Hillside sewer design areas. Mr. Wesanen assisted in design efforts for the sewer collection system by comparing the capacity of the sewer to the anticipated flow from the connections and future connections upstream. He prepared the design reports and coordinated submittals with ADEQ. Also included in the Program Year 5 tasks, was to convert 5 wet weather crossings into dry weather crossings by designing and installing culverts to meet the 100-year flood. Responsibilities included, adjusting the roadway grade to accommodate culverts, designing improvements to the channel, utility coordination, and quantity and cost estimate calculation.
- Brown Collection Area, Program Year 6: This area includes the Canyon Oak, Havasupai, and Neptune sewer design areas. Mr. Wesanen's responsibilities include managing an independent team to perform a quality control review on the plans for the sewer collection system at each submittal stage. Tasks include verifying that the system meets all of ADEQ's and LHC's design requirements, ensuring present and future flows are accounted for in sizing the system, and verifying quantities for various elements of the system.
- Tan Collection Area, Program Year 7: This area includes the Cisco, Palm Tree, and Tarpon sewer design areas. Mr. Wesanen's responsibilities include managing the design efforts and working closely with the other design lead of the project to produce a product that meets Lake Havasu City's standards and abides by all of ADEQ's requirements. Tasks include verifying downstream capacities of the existing sewer, ensuring present and future flows are accounted for in sizing the system, calculating quantities and cost estimates, preparing contract documents and special provisions, and producing a cost effective design by reducing the depth of the sewer where possible and providing an alternative analysis in situations where more than one design possibility exists. His responsibilities also include coordination with ADEQ and preparing a design report for each sewer design area for submittal and approval by ADEQ.

- Lime Collection Area, Program Year 8: This area includes the Chemehuevi sewer design area. Mr. Wesanen's responsibilities include managing the design efforts and working closely with the other design lead of the project to produce a product that meets Lake Havasu City's standards and abides by all of ADEQ's requirements. Tasks include verifying downstream capacities of the existing sewer, ensuring present and future flows are accounted for in sizing the system, calculating quantities and cost estimates, preparing contract documents and special provisions, and producing a cost effective design by reducing the depth of the sewer where possible and providing an alternative analysis in situations where more than one design possibility exists. His responsibilities also include coordination with ADEQ and preparing a design report the sewer design area for submittal and approval by ADEQ.

Gilbert Rd & Lindsay Rd Street Rehabilitation, City of Mesa. Project Engineer. AMEC provided professional engineering services including the preparation of construction documents for this arterial street overlay project. The project includes 1-1/2" of rubberized asphalt overlay, replacement of cracked and uneven sidewalks and driveways, and the verification of ADA compliance of all the curb access ramps within the project limits and replacing those that do not meet the standards along 1 1/2 miles of Gilbert Rd and 3/4 of a mile on Lindsay Rd. The project also includes the design of a storm drain along Gilbert Rd between Brown Rd and McKellips Rd. Mr. Wesanen is working with the City to come up with the most cost effective and constructible design by splitting the flows in half, sending half south to Brown Rd and half north to McKellips Rd where they both outfall into existing storm drains. Mr. Wesanen is the Project Engineer for this project which includes coordination of efforts from two different offices. His responsibility for this project included the oversight of the design and preparation of construction documents; the analysis and design of the storm drain; coordination with the City; quantity calculations; and cost estimates.

Sossaman Rd Water Line and PRV Station, City of Mesa. Project Engineer. AMEC provided professional engineering services including the preparation of construction documents (plans, specifications, estimates) for this 16" potable water line project that included the installation of a pressure reducing valve station. The project is located along Sossaman Rd, just south of Williams Gateway Airport, which served as a key link to the existing infrastructure around the airport. This project included plan and profile layouts of approximately 3,400 linear feet of 16" diameter pipe and an enclosed, above ground pressure reducing valve station that was required to maintain the lower pressure required within the Williams Gateway Airport area due to the aging infrastructure. Mr. Wesanen was the Utility Project Engineer for a water line and PRV station installation project for the City of Mesa. His responsibility for this project included the oversight of the design and preparation of construction documents for a 16" potable water line extension along Sossaman Rd from Pecos Rd to Velocity Way; coordination with the City; quantity calculations; cost estimates; and the preparation of technical specifications. Mr. Wesanen also coordinated with AMEC's Reno office for the design and preparation of the PRV station.

Sewer Improvement District #3, City of Bullhead City. Sanitary Sewer Design Engineer on this $48 million project, which includes approximately 45 miles of sewer pipe, ranging from 8 inches to 18 inches in diameter, several pump stations, and on-lot connections to approximately 4,000 lots. Responsibilities include: mainline design (horizontal and vertical layouts), hydraulic analysis of sewer main, projection of future flows within each corresponding drainage basin, quantity and cost estimation, and coordination with the City of Bullhead City, on-lot inspectors, and sub-consultants.

Campbell/Drexel Reclaimed Transmission Main, City of Tucson. Design Engineer on this two-phase project totaling $6 million. The project consisted of designing a 36", a 24", and 16" transmission mains with adjoining laterals to schools and parks. Responsibilities included providing a quality review of the project, reviewing pothole information and adjusting horizontal and vertical alignments of the water line to avoid potential utility conflicts, coordination with Tucson Water staff, modifying special specifications, and estimating the quantities and cost of the project. This project utilized Tucson Water's specifications and standards.

Michael Worlton, PE, CPESC, LEED AP

Wastewater Systems/Water Distribution System

Professional Summary

Mr. Worlton has been involved with design, planning, and construction management of water resources projects throughout Arizona. He has diverse background in analysis and design of water mains, sewer mains, water production and pumping facilities, lift stations and force mains, water and wastewater treatment plants, and both steel and concrete storage reservoirs.

Relevant Projects

City of Avondale Water Infrastructure Master Plan, City of Avondale. Task Manager responsible for managing budget and schedule and provided senior technical input and quality control for the delineation task. Key project elements included 14 miles of floodplain delineation and five miles of floodway delineation using HEC-RAS. Public meeting involvement was required. A LOMR was prepared for FEMA.

City of Avondale Water Resources Master Plan, City of Avondale. Mr. Worlton served as Project Manager for the development of a long-term water resources plan for the City. This project included identification and analysis of existing water supplies and demands, and planning for water demand requirements. This project required assessment of the City's assured water supply, proposed local and federal regulations relating to water supply and quality, assess water conservation measures. This plan also established a CIP focused on proposed future water sources, facility locations, and water quantity requirements to meet future demands.

Durango Area Pressure Reducing Stations, City of Avondale. Mr. Worlton served as Project Manager for the design of three pressure-reducing stations. This project included the preparation of construction plans for installation of two 8" and one 12" pressure reducing valves with low-pressure by-pass.

115th Ave Transmission Main Extension, City of Avondale. Mr. Worlton served as Project Manager for this project. A key factor contributing to the success of this project was the early identification and resolution of design issues. Specifically, this project included design of approximately one mile of 24" water transmission main crossing beneath UPRR, box culverts, and storm drains; utility coordination; detailed survey; plans and specifications; permit coordination; cost estimates; and connection to the existing transmission main.

East Avondale Waterline Replacements, City of Avondale. Mr. Worlton served as Project Engineer for replacement of approximately three miles of 8" waterline in a historic part of the City. The design included survey, cost estimates, utility coordination, permitting, and review of bids.

Park Rd Waterline, City of Avondale. Mr. Worlton served as Design Engineer for a 20" waterline crossing within the Agua Fria River parallel to McDowell Rd in Avondale. This project included preparation of specifications and construction inspection.

Education

MS, 1997, Civil Engineering, Brigham Young University

BS, 1996, Civil Engineering, Brigham Young University

Certifications/Registration

Professional Engineer: 2000, Arizona #35265; 1999, California #60146; 2009, Utah #324120-2202

2003, ADEQ Wastewater Treatment Plant / Collection System Operator, Grade IV, #21709

2004, Certified Professional in Erosion and Sediment Control, #2837

2007, Leadership in Energy and Environmental Design (LEED)

Memberships

President, Arizona Society of Civil Engineers (2009-Present)

AzWater Association, Awards Committee (2009-Present)

Faculty Associate, Arizona State University (2005-2007) – Integrated Civil Design

Commissioner, Peoria Planning and Zoning Commission (2005-2009)

Years with AMEC

1

Years of Experience

13

Main St Water Improvements, City of Avondale. Mr. Worlton served as Design Engineer for a 12" waterline in the City. Design included major street crossing and utility conflict resolution. The consultant firm provided coordination of permits for design within ADOT, Environmental Services of Maricopa County, and MCDOT jurisdiction.

East Interceptor Sewer line Improvements, City of Avondale. Mr. Worlton served as Design Engineer for a 15" sewer line in the City. Design included design concept report to analyze and determine best alignments of the proposed sewer. Mr. Worlton also provided coordination of permits for design within FCDMC, ADOT, and MCDOT jurisdiction.

Durango Area Water Master Study, City of Avondale. Mr. Worlton served as Project Manager/Design Engineer for modeling of the City of Avondale's water system. Tasks included visiting all supply, storage, and distribution facilities throughout the City; identifying pressure reducing valve locations and settings; analyzing pump curves; and performing fire flow testing of the existing system. The consultant firm modeled the City's water system using WaterCAD.

Cave Creek Water System Improvements, Town of Cave Creek. Mr. Worlton served as Project Manager for this award winning $15M upgrade to the Town's water system infrastructure. The project included demolition of five steel storage tanks, design of replacement concrete storage tanks at two sites, analysis and design of upgrades to CAP transmission line booster stations, three miles of water main design, and a 2-MGD water treatment plant capacity and facility expansion.

Water Mains Replacement Program, City of Phoenix. Mr. Worlton served as Project Manager for the replacement of approximately 10,000 LF of water main along 7th Ave between Apache and Jackson. The project included design of a railroad crossing, sewer service connections, utility research, public water line abandonment (cut and plug), new fire hydrants, and topographic surveys and base mapping. The project was designed in conjunction with roadway improvements as part of the City's Hope 6 project. Additional coordination was required due to on-going construction in this very high profile downtown corridor.

Cushing St 36" Reclaimed Waterline Upgrade, City of Tucson. Mr. Worlton oversaw design of upgrades to a 36" reclaimed waterline associated with roadway and bridge improvements in the area. The upgrades consisted of encasing the pipeline, replacing sections of the line, and relocating existing air release valves. Mr. Worlton coordinated with Tucson Water's Modifications Unit Supervisor, the City of Tucson, and the roadway and bridge design teams.

Sweetwater/Hagan Wastewater Pump Station, Lake Havasu City. Mr. Worlton served as engineer of record for the design of this wastewater pump station including five submersible pumps with a capacity of over 10 MGD. The station included biological and chemical odor control, a diversion structure, and two wet wells. He also provided technical oversight and quality control for nearly two miles of 16" force main and approximately 1.5 miles of 21" gravity sewer associated with this project.

Blue Horizons Well and Reservoir, Town of Buckeye. Mr. Worlton served as Project Manager for the design of a 1,200 gpm domestic service well and provided grading design and construction phase support services for a 1.5 MG potable water reservoir in the Arizona Water Company Service area. Well site design included an 8-foot block wall, chlorination, a pump to waste line, retention, paving and drainage. Construction support services included project included responding to contractor RFIs, reviewing shop drawings, and conducting site inspections.

Kabul Military Training Center Wastewater Treatment Plant, Kabul, Afghanistan. Mr. Worlton provided quality control reviews for the design of a 750,000 gallon per day waste water treatment plant that served Afghan Defense University for the Department of the Air Force. Design included head works, lift station, equalization basin, extended aeration, anoxic zone, primary clarification, chlorination, digestion, and sludge handling facilities.

Palm Tree Area Stimulus Package Sewers, Lake Havasu City. Mr. Worlton provided design review and quality control services for an ARRA funded gravity sewer collection network connecting approximately 550 properties to the sanitary sewer system. Improvements including 44,000 linear feet of 6" to 15" sewer with 44,000 linear feet of 4" service laterals. Design was completed 2½ months early in order to qualify for stimulus funding.

Michael Lywood, PEng, MBA

Wastewater Systems/Water Distribution System

Education
B.Sc./1972/Chemical Engineering

MBA/1990

Certifications/Registration
Professional Engineer – Ontario, Saskatchewan

Memberships
American Water Works Association (AWWA)

Water Environment Federation (WEF)

International Water Association (IWA)

Arizona Water Association

Years with AMEC
15

Years of Experience
38

Professional Summary

Mr. Lywood has directed numerous water and wastewater projects in the US, Canada and abroad. These include the design, construction, and operation of municipal and private water and wastewater treatment plants, watermains, reservoirs, sanitary sewers, and pump stations and force mains. He has led teams in the optimization of the performance of water and wastewater treatment plants to minimize ongoing operations costs, minimize expansion costs, and as part of due diligence programs for long term, multi-million dollar operations contracts. He has excellent experience in managing large, diverse project teams, and large unionized work forces. Mr. Lywood serves as unit manager of AMEC's operations in Lake Havasu City and as the Program Manager of the half-billion-dollar Wastewater System Expansion project. He brings 38 years of water and wastewater utility management experience to this project, including nearly 20 years in senior management roles in municipal government.

Relevant Projects

Program Management: Lake Havasu City Wastewater System Expansion Program, Arizona. Manage program scope, schedule and budget for the $463M Lake Havasu City, Arizona, WWSE Program. Services for this Mohave Desert community include preliminary and detailed design, plans and specifications, bid analysis and recommendations, construction management, and residential and user communication. Program includes: decommissioning of 24,000 septic tanks, over 8 MGD of expanded wastewater treatment capacity, six major pump stations, 17 miles of sewer force mains, 390 miles of gravity sewer mains, 400 miles of sewer laterals, and 7 miles of effluent force main. As part of the program, the Wastewater Master Plan was updated and an Effluent Master Plan developed. This 11 year program will be completed two years ahead of schedule and $90M under budget.

Water and Wastewater Operations, Ontario. Managed operations and maintenance contracts for a portfolio of water and wastewater treatment plants, supply, distribution, and collection systems for municipal and private clients across Ontario, including a summer resort of 7,000. Responsible for regulatory and environmental compliance.

Condition Assessment and Operations Organization Review, Peel Region Water and Wastewater Treatment, Distribution, and Collection Systems, Region of Peel, Ontario. In support of a $200 million 10 year operations and management contract offer by Allied Water, an AMEC company, led team of international firms conducting condition and process performance assessments and organizational review of the Lakeview WWTP (336 ML/d), Clarkson WWTP (164 ML/d), Lakeview WTP (262 ML/d) and Lorne Park WTP (227 ML/D) and several pumped storage drinking water reservoirs. Lakeview and Clarkson WWTP sludge treatment consisted of Zimpro process for preconditioning, rotary drum filter for dewatering and incineration in a fluidized bed incinerator. Developed business strategy and business plan, and undertook financial modeling of existing and proposed new facilities in support of investment decision.

Condition Assessment and Operations Organization Review, Canmore Water and Wastewater Treatment, Distribution, and Collection Systems, Canmore Alberta. In support of an operations and management contract bid by an Alberta utilities operator, team leader conducting condition and process performance assessments and organizational review of water and wastewater treatment, distribution facilities. Sludge treatment consisted of aerobic digestion, belt press dewatering, and composting.

Condition Assessment and Operations Organization Review, Strathmore Water and Wastewater Treatment, Distribution, and Collection Systems, Strathmore Alberta. In support of an operations and management contract bid by an Alberta utilities operator, team leader conducting condition and process performance assessments and organizational review of water and wastewater treatment, distribution facilities.

Condition Assessment and Operations Organization Review, US Virgin Islands. Conducted condition assessment of water utility, including two desalination plants, treated water storage and distribution system on St. Croix and St. Thomas islands for large, US based company in support of the purchase decision for the island's Water and Power Authority. Conducted organizational review of water utility's operations in support of the purchase decision.

Regional Municipality of Niagara. Water and Sewer Division Engineer responsible for supply of potable water and collection and treatment of wastewater to Regional Niagara's 12 member municipalities and 300,000 customers. Oversaw operation and maintenance of water supply (largest 50 mgd), treatment, storage, transmission, and pumping facilities together with that of the major sanitary and combined trunk collection system, pump stations and wastewater treatment plants. Responsibilities included regulatory and environmental compliance, budgeting and expenditure control, and the management of a workforce of 100 unionized personnel, including dispute resolution.

Regional Municipality of Niagara. As Manager Design and Construction Water and Wastewater Facilities, managed the design and construction of major water and wastewater infrastructure, including water supply, storage, treatment and transmission infrastructure and wastewater collection and treatment facilities. Responsibilities included preparation of $100M Capital Budget and 5-year forecast and the management of in-house engineering design and construction management staff, and consultants, permitting, and property acquisition.

In-situ Verification of Flow Meter Accuracy. Directed the program for the development of methodology and protocols for the in-situ verification of the accuracy of sewage flow meters used for determining monthly billings for major customers. The program included securing federal and provincial financial and technical participation.

Drinking Water Protection. Following Walkerton, retained by the Ontario Ministry of the Environment for the review and assessment of Engineers' Reports on municipal water treatment facilities prepared in response to Ontario Regulation 459/00 – Drinking Water Protection Regulation, and for the development of Consolidated Certificates of Approval for the facilities reviewed.

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Jeffrey Wesanen, PE

Wastewater Systems/Water Distribution System

Education

Bachelor of Science, Civil Engineering, University of Arizona (May 2002)

Certifications/Registration

Registered Professional Engineer, AZ #45791 (2007)

Registered Professional Engineer, CA #69697 (2006)

Memberships

N/A

Years with AMEC

5

Years of Experience

8

Professional Summary

Mr. Wesanen has experience designing and managing various aspects of projects, coordinating with clients and subconsultants, and multi-tasking in various disciplines. He has eight years of experience in a variety of projects, ranging from transportation design to drainage design to underground utility design. This experience is spread through various different projects including: urban roadway reconstruction and widening; intersection modifications; rural roadway design and modeling; converting wet weather crossings to dry weather crossings; cross culvert design for ADOT; water and reclaimed water line design ranging from 8" to 36"; and sewer infrastructure design. On these projects, his responsibilities included developing final design grades and models; coordinating and directing other project members on various tasks; creating cost estimates and project specifications; and helping monitor schedule and budget. He is proficient in both AutoCAD with Land Development Desktop or Civil 3D and MicroStation with InRoads for design, modeling, and estimation purposes.

Relevant Projects

Wastewater System Expansion Program, Lake Havasu City. Project Engineer. The Lake Havasu City WWSE is an 11-year CIP. The WWSE will connect approximately 28,000 residences to a new sewer system, and upgrade and expand the City's existing sewer system while decommissioning approximately 25,000 residential septic systems. As Program Manager, AMEC provides design, survey, construction administration and program management services for wastewater collection, treatment, and effluent reuse/disposal facilities throughout the City. AMEC evaluates the Program progress and refines the approach and direction to better accomplish City goals and Program objectives. Specific projects that Mr. Wesanen has been involved with include:

- Red Collection Area, Program Year 5: This area includes the Beverly Glen, San Juan, and Hillside sewer design areas. Mr. Wesanen assisted in design efforts for the sewer collection system by comparing the capacity of the sewer to the anticipated flow from the connections and future connections upstream. He prepared the design reports and coordinated submittals with ADEQ. Also included in the Program Year 5 tasks, was to convert 5 wet weather crossings into dry weather crossings by designing and installing culverts to meet the 100-year flood. Responsibilities included, adjusting the roadway grade to accommodate culverts, designing improvements to the channel, utility coordination, and quantity and cost estimate calculation.
- Brown Collection Area, Program Year 6: This area includes the Canyon Oak, Havasupai, and Neptune sewer design areas. Mr. Wesanen's responsibilities include managing an independent team to perform a quality control review on the plans for the sewer collection system at each submittal stage. Tasks include verifying that the system meets all of ADEQ's and LHC's design requirements, ensuring present and future flows are accounted for in sizing the system, and verifying quantities for various elements of the system.
- Tan Collection Area, Program Year 7: This area includes the Cisco, Palm Tree, and Tarpon sewer design areas. Mr. Wesanen's responsibilities include managing the design efforts and working closely with the other design lead of the project to produce a product that meets Lake Havasu City's standards and abides by all of ADEQ's requirements. Tasks include verifying downstream capacities of the existing sewer, ensuring present and future flows are accounted for in sizing the system, calculating quantities and cost estimates, preparing contract documents and special provisions, and producing a cost effective design by reducing the depth of the sewer where possible and providing an alternative analysis in situations where more than one design possibility exists. His responsibilities also include coordination with ADEQ and preparing a design report for each sewer design area for submittal and approval by ADEQ.

- Lime Collection Area, Program Year 8: This area includes the Chemehuevi sewer design area. Mr. Wesanen's responsibilities include managing the design efforts and working closely with the other design lead of the project to produce a product that meets Lake Havasu City's standards and abides by all of ADEQ's requirements. Tasks include verifying downstream capacities of the existing sewer, ensuring present and future flows are accounted for in sizing the system, calculating quantities and cost estimates, preparing contract documents and special provisions, and producing a cost effective design by reducing the depth of the sewer where possible and providing an alternative analysis in situations where more than one design possibility exists. His responsibilities also include coordination with ADEQ and preparing a design report the sewer design area for submittal and approval by ADEQ.

Gilbert Rd & Lindsay Rd Street Rehabilitation, City of Mesa. Project Engineer. AMEC provided professional engineering services including the preparation of construction documents for this arterial street overlay project. The project includes 1-1/2" of rubberized asphalt overlay, replacement of cracked and uneven sidewalks and driveways, and the verification of ADA compliance of all the curb access ramps within the project limits and replacing those that do not meet the standards along 1 1/2 miles of Gilbert Rd and 3/4 of a mile on Lindsay Rd. The project also includes the design of a storm drain along Gilbert Rd between Brown Rd and McKellips Rd. Mr. Wesanen is working with the City to come up with the most cost effective and constructible design by splitting the flows in half, sending half south to Brown Rd and half north to McKellips Rd where they both outfall into existing storm drains. Mr. Wesanen is the Project Engineer for this project which includes coordination of efforts from two different offices. His responsibility for this project included the oversight of the design and preparation of construction documents; the analysis and design of the storm drain; coordination with the City; quantity calculations; and cost estimates.

Sossaman Rd Water Line and PRV Station, City of Mesa. Project Engineer. AMEC provided professional engineering services including the preparation of construction documents (plans, specifications, estimates) for this 16" potable water line project that included the installation of a pressure reducing valve station. The project is located along Sossaman Rd, just south of Williams Gateway Airport, which served as a key link to the existing infrastructure around the airport. This project included plan and profile layouts of approximately 3,400 linear feet of 16" diameter pipe and an enclosed, above ground pressure reducing valve station that was required to maintain the lower pressure required within the Williams Gateway Airport area due to the aging infrastructure. Mr. Wesanen was the Utility Project Engineer for a water line and PRV station installation project for the City of Mesa. His responsibility for this project included the oversight of the design and preparation of construction documents for a 16" potable water line extension along Sossaman Rd from Pecos Rd to Velocity Way; coordination with the City; quantity calculations; cost estimates; and the preparation of technical specifications. Mr. Wesanen also coordinated with AMEC's Reno office for the design and preparation of the PRV station.

Sewer Improvement District #3, City of Bullhead City. Sanitary Sewer Design Engineer on this $48 million project, which includes approximately 45 miles of sewer pipe, ranging from 8 inches to 18 inches in diameter, several pump stations, and on-lot connections to approximately 4,000 lots. Responsibilities include: mainline design (horizontal and vertical layouts), hydraulic analysis of sewer main, projection of future flows within each corresponding drainage basin, quantity and cost estimation, and coordination with the City of Bullhead City, on-lot inspectors, and sub-consultants.

Campbell/Drexel Reclaimed Transmission Main, City of Tucson. Design Engineer on this two-phase project totaling $6 million. The project consisted of designing a 36", a 24", and 16" transmission mains with adjoining laterals to schools and parks. Responsibilities included providing a quality review of the project, reviewing pothole information and adjusting horizontal and vertical alignments of the water line to avoid potential utility conflicts, coordination with Tucson Water staff, modifying special specifications, and estimating the quantities and cost of the project. This project utilized Tucson Water's specifications and standards.

Rod Penniman, PE

Transportation Engineering

Professional Summary

Mr. Penniman has in excess of 25 years of civil engineering and roadway design experience, the past 13 years in Arizona. His Arizona experience includes the planning, design and management of arterial streets, highways, drainage facilities, water main, sanitary sewer, and other civil engineering projects for the cities of Avondale, Chandler, Peoria, Phoenix, Scottsdale, Apache Junction, Casa Grande, Prescott Valley and Yuma.

Education
1985/BS Civil
Rochester Institute of Technology

Certifications/Registration
Professional Engineer:

Arizona #31628

New York #072203-1

Memberships
APWA
ASCE
Project Management Institute

Years with AMEC
4

Years of Experience
25

Relevant Projects

Las Ligas and Rio Vista Neighborhood Improvements, City of Avondale. Project Manager for the design of roadway improvements in two neighborhoods, Las Ligas and Rio Vista, for the City of Avondale. The project included widening of approximately 3,000 LF of half-street to full-street and approximately 3,000 LF of new asphalt pavement to reduce particulate emissions, new curb and gutter, sidewalk and drainage improvements.

Lake Pleasant Parkway Reconstruction, Williams Rd to Carefree Highway, City of Peoria. Project Manager for the design of the Lake Pleasant Parkway improvements. The 8.3-mile project begins at Williams Rd and ends at Carefree Highway. The $10 million construction project includes the design of a new two-lane roadway adjacent to the existing roadway; four single and multi-cell box culverts, nine pipe culverts, and construction phasing, and traffic control. The project required extensive utility coordination and research and verification of the existing Lake Pleasant Rd ROW using litigation reports, plats, and development plans. A final ROW strip map for the roadway improvements was prepared showing the existing ownership, existing ROW, and easements, etc.

Happy Valley Rd Reconstruction, I-17 to 19th Ave, City of Phoenix. Project Manager for the design of one mile of arterial street with curb and gutter, sidewalks, multi-use path and street lighting and landscape for the City in conjunction with the USAA development at the northeast corner of I-17 and Happy Valley Rd. The project included close coordination with ADOT, State Land Department, Utility Companies and two other consultants preparing plans for adjacent roadway improvements. Major drainage facilities included a closed drainage system, two barrel 10-foot x5-foot RCBC, inlet structure to accept a 78" pipe and detention facility.

51st Ave Reconstruction, Van Buren St to Buckeye Rd, City of Phoenix. Project Manager for the design of one mile of 51st Ave from Van Buren to Buckeye. The project involved street reconstruction, new curb and gutter, sidewalk, closed drainage system, new at grade railroad crossing, irrigation improvements and ROW acquisition.

Greenway Rd Reconstruction, 25th Ave to 19th Ave, City of Phoenix. Project Manager to design the reconstruction of Greenway Rd from Interstate 17 to 19th Ave. The 1-mile urban arterial project included the reconstruction of Greenway Rd with new asphalt pavement, continuous curb and gutter and sidewalk, drainage improvements and bus days.

27th Ave Reconstruction, Deer Valley Rd to Foothills Dr, City of Phoenix. Project Manager to design the reconstruction of 27th Ave between Deer Valley Rd and Foothill's Dr. Project includes new asphalt pavement, curb and gutter, sidewalk and closed drainage system.

Traffic Signal and Roadway Widening, Silver Creek Rd and Bullhead Parkway Intersection, City of Bullhead City. Project Manager for the design of a traffic signal and ultimate configuration of the intersection, which consisted of north and southbound exclusive right-turn lanes and the extension of the existing northbound left turn lane. The project challenges consist of utility coordination and vertical sight distance constraints along a high-speed, heavily traveled rural highway.

Shea Blvd Intersection, 90th and 92nd St Intersection Improvements, City of Scottsdale. Project Manager for the design to widen the intersection of Shea Blvd and 90th and Shea Blvd and 92nd St to include new left and right turn lanes. The project includes new asphalt pavement, sidewalk, curb and gutter, bus bays, improvements to the closed drainage system, traffic signal modifications, street lighting and utility relocations.

Perry Lane Improvements District, University Ave to Rio Salado Parkway, City of Tempe. Project Manager for the design of approximately one mile of street improvements, which included new asphalt pavement, curb and gutter, sidewalk, drainage improvements, waterline improvements, utility relocations, and ROW acquisition.

Delaware Ave Improvements, Apache Trail to Broadway, City of Apache Junction. Project Manager for the design to widen Delaware Ave from two lanes to four lanes with a two-way continuous left turn lane. The project included new asphalt pavement, curb and gutter, sidewalk, closed drainage system, utility adjustments and the acquisition of ROW.

Baseline Rd and Ironwood Rd Intersection Improvements, City of Apache Junction. Project Manager for the design to widen Ironwood Rd South of Baseline Rd to five lanes and the construction of a right turn lane on Baseline Rd. The project included new asphalt pavement, drainage improvements, utility adjustments and signing and striping.

Baseline Rd and Winchester Rd Intersection Improvements, City of Apache Junction. Project Manager for the design to widen Baseline Rd to four lanes east of Winchester Rd. The Baseline Rd profile was raised through the intersection to remove the dip crossing by providing a series of pipes to pass the flows beneath Baseline Rd. The roadway improvements included new asphalt pavement, curb and gutter, sidewalk, utility adjustments, signing and striping.

Fort McDowell Rd and Mohave Rd Intersection Improvements, MCDOT. While with another firm, served as Project Manager to design the realignment of the Fort McDowell Rd and Mohave Rd Intersection. The project included the widening of Fort McDowell Rd to provide left turn lanes, which resulted in the extension of pipe culverts and the reconstruction of residential driveways. The project was located on the Fort McDowell Indian Reservation. Worked closely with representatives from utility companies and the Fort McDowell Indian Reservation to determine the location of relocated utilities and driveways.

Thornton Rd and Peters Ave Roadway Improvements and Sanitary Sewer Extension, City of Casa Grande. Project Manager for the design of acceleration/deceleration lanes on Thornton Rd and a left-turn lane on Peters Ave to facilitate entrances to a food distribution center. The project also included the design to extend an existing 15" sanitary sewer main for approximately one-half mile along the east side of Thornton Rd.

Pert Rd, Korsten Rd to Rodeo Dr, City of Casa Grande. Project Manager for the design of approximately one mile of new two-lane roadway on new alignment, and 15" sanitary sewer. The project includes new asphalt pavement, parallel drainage channel and low flow crossing.

Street Surface Rehabilitation, Cottonwood Ave, Casa Grande Ave, Trekell Rd, City of Casa Grande. Project Manager for the design of approximately three miles of arterial streets in the City of Casa Grande. Project included milling and overlaying the existing asphalt pavement, drainage improvements, traffic signal loop replacement, signing and striping and ADOT coordination.

Dean Peterson, PE

Transportation Engineering

Education
1994 / BS Civil Engineering / Northern Arizona University

Certifications/Registration
Professional Engineer:

Arizona #33448

Memberships
N/A

Years with AMEC
4

Years of Experience
16

Professional Summary

Mr. Peterson has over 16 years of project management and design engineering experience for roadway and highway improvements, utility, and site development projects throughout Arizona. He has been responsible for project engineering – including storm drain and waterline design; preparing construction plans, design reports, and bid documents; as well as providing construction administration for numerous projects. Mr. Peterson is a 2005 graduate of American Council of Consulting Engineers of Arizona's Leadership in Engineering Administration Program (LEAP) and a 2009 graduate of AMEC's Fundamentals of Project Management course.

Relevant Experience

Dysart Rd – Van Buren Rd. to Indian School Rd., City of Avondale. Project Engineer for this pavement preservation project. Included milling of existing pavement and replacing it with rubberized asphaltic concrete.

Pavement Preservation – Various Locations, Town of Buckeye. Project Engineer for this pavement preservation project. Included mill and overlay, slurry seal, and chip seal.

On-Call Professional Engineering Services for Capital Improvement Projects, City of Glendale. Project Manager/Project Engineer. As part of the Glendale Onboard Bond Issue, AMEC was selected to perform intersection improvement design for several intersections along 51st Ave and 59th Ave. The work includes final design of six major arterial intersections and includes an array of project elements. Design elements include survey, ROW delineation, geometric design, signals, lighting, ITS, landscaping and transit elements. A major aspect also includes utility conflict resolution and water line replacement/upgrades along with coordination of adjacent City of Phoenix requirements. As part of the design services, AMEC is performing continuous value engineering and constructability reviews to ensure that the project elements are designed for optimal value.

Senator Highway Improvements, City of Prescott. Project Engineer for this 0.7 mile street improvement project. Project elements include a roadway realignment study and the design to construct a new 28' collector road section with curb and gutter, a new waterline, sewer line and drainage improvements. Changes to the existing vertical alignment were also made. In designing the vertical and horizontal alignments, sliver-fill slopes were avoided, and consideration was given to the cost of retaining walls versus ROW encroachments.

Chandler Blvd Improvements, City of Chandler. Project Engineer for this street widening project. Tasks for this project included design for the relocation of a sewer line and several fire hydrant and water meter relocations.

Thunderbird Rd Rehabilitation Study and Design, City of Peoria. Project Engineer for this 0.33 mile street widening project that included street widening, new waterlines, sewer lines, and storm drains. The design included the use of recycled pavement as a base course.

US 93, Final Design Hoover Dam to MP 17, ADOT. Project Engineer providing horizontal and vertical alignment design for construction crossovers.

Robert Rd Improvements - Loos Dr to Tranquil Blvd, Town of Prescott Valley. Project Manager for this 0.66 mile street widening project. Included adjustments of existing street grades, new and relocated waterlines, culverts, and storm drains. The coordination of utility relocations was a key element for this project.

Robert Rd Improvements - Nancy Rd to Loos Dr, Town of Prescott Valley. Project Engineer and Construction Administration for this 1.3 mile street widening project. Included adjustments of existing street grades, relocated waterlines and sewer lines, new culverts, and storm drains. The coordination of utility relations was a key element of this project. Construction administration tasks included conducting weekly construction meetings and reviewing payment applications.

Cosnino Rd Improvements, Coconino County. Project Manager for 0.25 mile roadway realignment project. The alignment was designed to avoid a nearby archaeological site.

Parker St Rehabilitation - Phase II, Town of Parker. Project Manager and Construction Administration for this paving project, which encompassed several blocks on the south side of Town. Included new sidewalks, waterline relocations, and new storm drains.

Doney Park Path, Coconino County. Project Manager for this 1.1 mile multi-use path project in a rural location.

Silver Saddle Rd Improvements, Coconino County. Project Engineer for this 1.0 mile street widening project. Included relocated waterlines, new culverts, and storm drains. The existing terrain along this road was extremely flat with a history of flooding. Culverts were carefully sized to accommodate storm runoff according to Coconino County's drainage criteria.

Sunnyside Improvements - Phase III, City of Flagstaff. Project Engineer for this street rehabilitation project which encompassed several blocks within the Sunnyside neighborhood. Included new sidewalks, adjustments of existing street grades, utility relocations and new storm drains.

Mullen Way Water and Sewer Improvement District, City of Prescott. Project Manager/Project Engineer for an Improvement District (ID) for 8,000 LF of new waterlines and 7,750 LF of new sewer lines. The design included several drop manholes to account for the existing steep and winding road.

2003 Small Water Main Replacement, City of Prescott. Project Manager/Project Engineer for this 6,500 LF waterline upgrade project. Included nine locations within the city.

Inflow and Infiltration Project, City of Williams. Project Engineer/Construction Inspector for this 50,000 LF sewer line project. The purpose of the project was to upgrade failing sewer lines within the city.

Kaibab Estates Street Improvements, City of Williams. Project Engineer/Construction Inspector for this street rehabilitation project which included several blocks. Included new sidewalks and adjustments of existing street grades to accommodate driveways without creating drainage problems.

Neville Menezes, PE

Transportation Engineering

Professional Summary

Mr. Menezes is a hands-on Project Engineer with strength in geometric design and extensive experience in transportation engineering. In particular, his experience includes serving as Lead Designer for the Department of Homeland Security's Customs and Border Protection (San Diego Sector) for the design of roadways and adjoining fences along the California-Mexico border. Additionally, he has served on many projects for the Arizona Department of Transportation (ADOT), the Maricopa County Department of Transportation (MCDOT), and numerous cities throughout Arizona for roadway design, widening and realignments, including projects with drainage and traffic components, as well as for pavement preservation projects. He has extensive experience in the preparation of plans, specifications and estimates (PS&E). Mr. Menezes' experience includes 6.5 years on the Intergraph AEC platform - design solutions pertaining to Civil and Structural engineering. The software-intensive experience comprised training and technical support to some of the world's largest consultants.

Education

Masters Certification in Project Management, University of Houston, 2006

MS, Engineering, 1st Division (emphasis in Civil Engineering), 1990, Birla Institute of Technology & Science, Pilani

BS, Engineering, 1st Division with Honors (emphasis in Civil Engineering), 1989,

Osmania University, Hyderabad

Certifications/Registration

Professional Engineer (Civil): Arizona (PE #50686)

Memberships

American Society of Civil Engineers

Years with AMEC

<1

Years of Experience

20

Relevant Projects

US 93, Final Design Hoover Dam to MP 17, ADOT. Mr. Menezes was the Project Designer responsible for geometrics and alignment design of this new section of US 93. AMEC completed the PS&E documents for this 15-mile long roadway segment for a four-lane divided highway. AMEC was responsible for roadway and drainage design; traffic and geotechnical services; cost estimating and specifications; utility coordination and survey services. Design included independent southbound and northbound alignments; scenic overlook design; and over 100 wash crossings. The project was on a fast-track schedule to have the final design completed within 12 months. Mr. Menezes was responsible for mainline design (horizontal and vertical), cross street design, modeling and associated deliverables.

Customs & Border Protection – Areas VI and V, Department of Homeland Security – San Diego Sector, Department of Homeland Security - Customs & Border Protection. The scope of work of this federal project included three miles of roadway and adjoining fence (primary, secondary, and tertiary) along the border Mexican border. Mr. Menezes was the Lead Designer for roadway design and designed the mainline (Border Patrol) road and all service roads on the project (with consideration to drainage improvements). Other responsibilities included quantity estimates and specifications assistance.

Project Assessment for Shoulder widening of SR87 at Oxbow Hill (MP 241.21 to 243.63), ADOT. Work comprised (horizontal) realignment in order to minimize impacts, determination of pavement leveling quantity, and impacts stemming from roadway's upgrade to standard. Mr. Menezes served as Project Engineer for the project design and also produced plans and estimate.

Pavement Preservation/Realignment design of I-17 (Badger Springs - Big Bug Creek), ADOT. Pavement Preservation project comprised mill, replace, and overlay (where required – including towards super-elevation on curves), and upgrade of side-slopes to standard (in order to provide adequate vehicle recovery area) – leading to use of guardrail, culvert-extensions, etc.

- Realignment design project comprised elimination of reverse-curves (in order to improve sight distance), related vertical alignment design, full pavement reconstruction, and associated impacts. Served as Project Designer and developed design, produced plans and estimate.

PM-10 Phase IV comprising, MCDOT

- Appleby Rd – Arizona Ave to 1000' E
- 132nd St – Chandler Heights Rd to End of Maintenance
- Palm Lane – 78th St to Hawes Rd
- 103rd St – McLellan Rd to McKellips Rd

Served as Project Engineer; developed Mini-DCR, design, and produced PS&E.

PM-10 Phase IV comprising Elliot Rd – 49th Ave to 27th Ave, MCDOT. Served as Project Engineer; developed design, produced PS&E.

Peart Rd – Korsten Rd to Rodeo Rd, City of Casa Grande. One mile of new roadway comprised of low-flow crossing, parallel channels, left-turn lanes (with raised median), and related signing and striping. Mr. Menezes served as Project Engineer developing design, providing plan production, estimate and intersection design for Peart Rd and Rodeo Rd. Served as Project Engineer; developed designed, produced staking/S&S plans and estimate.

Delaware Drive – Broadway Ave. to Apache Trail, City of Apache Junction. Project Engineer for one-half mile of street widening and improvements including curb and gutter; sidewalk; driveways; island design; and related signing and striping. Mr. Menezes developed design and produced plans and the estimate.

Las Ligas & Rio Vista Improvements, City of Avondale. Street widening and improvements including curb, gutter; and sidewalk.

Fort McDowell & Mohave Rd Intersection Improvements, MCDOT. Designer for the widening of Fort McDowell Rd to accommodate left-turn lanes and associated impacts.

27th Ave, Estrella Ave to Photoview Rd, MCDOT. Designer for the alignment design to provide adequate sight distance while accommodating new/upgraded culverts and driveways.

Beeline Highway, MCDOT. Designer for guardrail design.

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Kim Carroll, PE, PTOE

Traffic Engineering

Professional Summary

Ms. Carroll has over 16 years of experience on projects throughout Arizona. She specializes in transportation and traffic engineering including traffic signal design and warrant studies; signing and striping design; work zone traffic control and construction phasing plans for municipal roadway and state highway projects. Her project experience includes conducting, preparing and managing the following types of projects - traffic impact studies; parking studies; safety studies; corridor studies; Design Concept Reports; access control and management; intersection capacity studies; warrant studies; progression analysis; signal phasing/timing; median channelization design; neighborhood mitigation; traffic signal design; traffic signal interconnect design; roadway/intersection improvement design; construction plan/bid documentation; striping/signing design; work zone traffic control; shop drawing review; right-of-way delineation; utility coordination; construction administration; and ITS design for municipal and statewide projects. She has conducted various studies and design for intersections in Peoria, Goodyear, Avondale, Gilbert, Glendale, Phoenix, Prescott, Prescott Valley, Tempe, Scottsdale, Bullhead City, Mesa, Surprise, Buckeye, Kingman, Chino Valley and Yuma.

Education
1993 / BS Civil Engineering / University of Arizona

Certifications/Registration
Professional Engineer: Arizona #34570

Professional Engineer, Utah #7415323-2202

Professional Traffic Operations Engineer / #1452

IMSA Certification Work Zone Traffic Control (ZZ 69806)

Memberships
Institute of Transportation Engineers – President 2007, Past President 2008

International Municipal Signal Association

American Public Works Association (APWA)

ITS Arizona – Program Chair for Arizona ITS Conference

Years with AMEC
3

Years of Experience
16

Relevant Projects

Traffic/Transportation On-Call Engineering Services, City of Avondale. Project Manager. Responsible for conducting and managing the analysis and preparation of 18 intersection traffic studies and/or intersection designs within the City of Avondale as part of the *Fiscal Years 2000, 2001 thru 2003, 2004/05, 2006/07, & 2008/09*. Avondale annual on call traffic engineering services. Projects included , stop sign, signal and left turn phase warrants, pedestrian crossing analysis, safety/collision analysis, progression analysis, intersection capacity analysis, signing/striping design, intersection conceptual design, roadway/intersection geometric design, ADA sidewalk and ramp design, right of way delineation, legal description and exhibit preparation, intersection widening design, signal design, utility coordination, and bid documentation. Traffic Signal Design consisted of specifying and designing of "Trombone" style signal equipment and assisting with foundation detail for "Trombone" Style signal poles.

Western MAG Local Governments, American Recovery and Reinvestment Act (ARRA. Project Manager. Oversaw the design, plan production, specs, and estimates associated with various western MAG local government projects, which can generally be described as pavement preservation projects. Traffic design consisted of replacement of striping "in kind", development of new striping layout to accommodate bike lanes, bike lane signing, video detection installation, and maintenance of traffic control. ARRA project locations can be defined as Peoria Pavement Preservation (6 miles) including bike lane and signing installation; Avondale Pavement Preservation (4 miles) replacement in kind; Buckeye bike lane and on street parking improvements; Glendale Arterial Streets (25 miles) replacement in kind with Thermoplastic; Youngtown Pavement Preservation; Gila River Indian Community Pavement Preservation; Goodyear Pavement Preservation; and Mesa Pavement Preservation.

Avondale Blvd and Encanto Rd/Street Traffic Signal Design, City of Avondale. Project Manager. Work associated with this project included signal design and construction plan, specifications and cost estimates based on the proposed intersection widening improvements. Design included utility and right of way coordination to avoid conflicts. Design also included preparation electrical service request letters and coordination with SRP to obtain power service to the intersection.

Wireless ATMS Development & Design, City of Avondale. Project Manager. Development and incorporation of 28 intersections onto City-Wide "Wireless" Advanced Traffic Management System. The objective of this project was to assist in gaining approval of a wireless system; obtaining the State clearances necessary to bid the project and necessary to obtain funding from MAG; development of the ADOT ITS bid document and specifications and estimate; and complete on a "FAST" track schedule. Ms. Carroll oversaw the inventory and location of existing signal equipment (such as type/condition/capacity of conduit/infrastructure, controllers, cabinet); collection and review of as-built plans; right-of-way mapping; field investigation to identify an appropriate location to promote wireless equipment line of sight; design and plan production of the wireless equipment locations and system; and coordination with MAG, ADOT, and the City of Avondale. Achievements on this project consisted of gaining approval of the wireless system, obtained all clearances, and developed a City-Wide (28 intersections) PS&E for ADOT advertisements within four months.

FY07 Traffic Signal Program, City of Peoria. Project Manager. Tasks under this assignment included traffic operation and safety analysis at seven intersections. AMEC conducted traffic signal warrant studies, evaluated intersections for traffic signal coordination, and provided recommendations and design to City of Peoria that will help the overall traffic flow and safety. AMEC gathered pertinent traffic data such as traffic volumes, existing signal timing, crash data, and adjacent future development plans. The traffic volume and signal timing data was input into SYNCHRO to optimize signal timing, and crash data was analyzed to identify discernible patterns in crash history at and around intersections. A notable task under this assignment was to improve safety at Union Hills Rd and 89th Ave such that progression of traffic on Union Hills is not impacted. The intersection was controlled by two-way stop sign with minor road (i.e. 89th Ave) providing entry/exit for fire trucks. The task demanded an innovative solution so that balance between traffic progression and safety could be achieved. A detailed study revealed that the root of issue was inadequacy of sight distance for fire trucks, and traffic signal was not the most effective solution for improving safety. AMEC recommended specific sight distance improvement which maintained the existing traffic progression yet improved the traffic safety. This is a signature project at AMEC which showcases our ability to gather the right data and analyze the situation on case by case basis. But above all, it reflects our ability to act in the interest of entire community and strike just the right balance between safety and operation.

Safe Routes to School Program and Safety Assessment, City of Glendale. Project Manager. This project consisted of enhancing pedestrian safety around 50 elementary schools within the City of Glendale. This project required the identification of existing safety deficiencies through detailed field investigation, evaluation of pedestrian circulation, assisting schools in developing safe routes to school plans, and educating and encouraging residents to increase popularity of the safe routes to school. The work also consisted of coordination with schools, the school district and City of Glendale.

Rittenhouse Rd & Riggs Rd/Combs Rd Temporary Traffic Signal, Town of Queen Creek. Project Manager. Work associated with this project included conducting field survey, signal and signing and striping design, and construction plan, specifications and cost estimates. The design included evaluating railroad pre-emption timing and signal timing requirements to determine whether existing pre-emption could remain or if advanced pre-emption would be necessary. The design consisted of installing signal equipment (for westbound traffic) at the intersection and in advance of the tracks, which allowed for an offset in the westbound phase that would clear the tracks and avoid the need for railroad advanced pre-emption design and construction. The design process also consisted of coordination with UPRR, Pinal County, Town of Queen Creek, Maricopa County, and the Arizona Corporation Commission.

Elliot Rd Traffic Assessment Study, City of Goodyear. QA/QC and Public Involvement. As a result of public concern over speeding along Elliot Rd from 181st Ave to 186th Ave and on San Miguel south of Elliot Rd, coupled with an elementary school fronting both roadways, the City retained AMEC to assist in the assessment of traffic conditions. Safety analysis included evaluating the speed through the subject areas; the need for multi-way stop control at the intersections of 181st and 186th Avenues and Elliot Rd; evaluating school, pedestrian and vehicular circulation; and identifying safety deficiencies adjacent to the existing elementary school and project limits. Responsibilities included meeting with the public and HOA prior to evaluation to obtain community concerns, managing the technical and quality control work, and coordinating and presentations to the City and HOA.

Ashish Agrawal, PE

Traffic Engineering

Education
2004 / MS, Civil Engineering/ University of Arizona

2002 / BS, Civil Engineering, IIT / Madras, India

Certifications/Registration
Professional Engineer: AZ #45607

PTOE #2738

Memberships
ITE - Arizona

Years with AMEC
3

Years of Experience
7

Professional Summary

Mr. Agrawal has over seven years of experience on projects throughout Arizona. His project experience includes traffic impact studies, parking studies, small area transportation studies, railroad quiet zone studies, school safety studies, highway safety studies, corridor studies, Design Concept Reports, access control and management, intersection capacity studies, warrant studies, progression analyses, signal phasing/timing, neighborhood mitigation, traffic signal design, traffic signal interconnect design, roadway/intersection improvement design, striping/signing design, work zone traffic control and utility coordination.

Relevant Projects

Signal Butte and Ocotillo Traffic Signal, Town of Queen Creek. Lead Traffic Engineer. Work associated with this project consisted of signal design, utility coordination, obtaining electrical service with SRP, avoiding overhead conflicts with SRP transmission line, plans, specials, and estimates. Work also consisted of defining widening configuration to align lanes through the intersection. Project was being delivered through Town Job Order Contracting delivery method.

City of Avondale Traffic/Transportation On-Call Engineering Services. Project Engineer. Responsible for conducting the analysis and preparation of intersection traffic studies and/or intersection designs within the City of Avondale. Projects included signal and left turn phase warrants, pedestrian crossing analysis, safety/collision analysis, progression analysis, intersection capacity analysis, signing/striping design, intersection conceptual design, intersection widening design, signal design and utility coordination. Traffic Signal Design consisted of specifying and designing of "Trombone" style signal equipment.

West Mesa SYNCHRO Network, MAG ITS: Assistant Project Manager. AMEC is developing the City of Mesa's West Signal Network in SYNCHRO. The area wide limits of the project are from Gilbert Rd on the east, Loop 101 on the west, Loop 202 on the north, and Guadalupe on the south. AMEC is incorporating 198 signalized intersections into to the West City of Mesa Network. The work consists of the collection of mapping (such as AutoCAD and aerial) to assist in the development of the base SYNCHRO Network model; collection of intersection lane configuration, including lane type and storage lengths; collection of Mesa's Microsoft Access database containing the list of intersections and associated ID numbers; and collection existing signal timing and phasing plans for each signalized location. AMEC is using this data and SYNCHRO to develop an area wide Network to be used and maintained by City staff for ongoing purposes to optimize signal timing and city-wide operations.

Western MAG Local Governments, ARRA: Lead Traffic Engineer. Provided design, plan production, specs, and estimates associated with various western MAG local government projects, which can generally be described as pavement preservation projects. Traffic design consisted of replacement of striping "in kind", development of new striping layout to accommodate bike lanes, bike lane signing, video detection installation, and maintenance of traffic control. ARRA project locations can be defined as Peoria Pavement Preservation (6 miles) including bike lane and signing installation; Avondale Pavement Preservation (4 miles) replacement in kind; and Buckeye bike lane and on street parking improvements.

Elliot Rd Traffic Assessment Study, City of Goodyear. Project Manager. As a result of public concern over speeding along Elliot Rd from 181st Ave to 186th Ave and on San Miguel south of Elliot Rd, coupled with an elementary school fronting both roadways, the City has retained AMEC to assist in the assessment of traffic conditions of these project limits. Safety analysis consists of evaluating the speed through the subject areas; the need for multi-way stop control at the intersections of 181st and 186th Avenues and Elliot Rd; evaluating school, pedestrian and vehicular circulation; and identifying safety deficiencies adjacent to the existing elementary school and project limits.

Safe Routes to School Program and Safety Assessment, City of Glendale. Traffic Engineer. This project consisted of enhancing pedestrian safety around 50 elementary schools within the City of Glendale. This project required the identification of existing safety deficiencies through detailed field investigation, evaluation of pedestrian circulation, assisting schools in developing safe routes to school plans, and educating and encouraging residents to increase popularity of the safe routes to school. The work also consisted of coordination with schools, district and City. The program was very successful and well received not just by the City of Glendale.

El Mirage Corridor Study, MCDOT Transportation Planning. The study consisted of a five-mile section of El Mirage Rd and entailed alternative development, evaluation, recommendation, and public involvement. Mr. Agrawal provided data collection, analysis, documentation and public meetings.

FY07 Traffic Signal Program, City of Peoria. Traffic Engineer. Tasks under this assignment included traffic operation and safety analysis at seven intersections. AMEC conducted traffic signal warrant studies, evaluated intersections for traffic signal coordination, and provided recommendations and design to City of Peoria that will help the overall traffic flow and safety. AMEC gathered pertinent traffic data such as traffic volumes, existing signal timing, crash data, and adjacent future development plans. The traffic volume and signal timing data was input into SYNCHRO to optimize signal timing, and crash data was analyzed to identify discernible patterns in crash history at and around intersections. A notable task under this assignment was to improve safety at Union Hills Rd and 89th Ave such that progression of traffic on Union Hills is not impacted. The intersection was controlled by two-way stop sign with minor road (i.e. 89th Ave) providing entry/exit for fire trucks. The task demanded an innovative solution so that balance between traffic progression and safety could be achieved. A detailed study revealed that the root of issue was inadequacy of sight distance for fire trucks, and traffic signal was not the most effective solution for it. AMEC recommended specific sight distance improvement which maintained the existing traffic progression yet improved the traffic safety. This is a signature project at AMEC which showcases our ability to gather right data, analyze the situation on case by case basis. But above all, it reflects our ability to act in the interest of entire community and strike just the right balance between safety and operation.

Traffic/Transportation Engineering Services, City of Peoria. Traffic Engineer. Responsible for conducting and managing the analysis and preparation of 24 intersection traffic studies and/or intersection designs within the City of Peoria for Fiscal Years 2000, 2002, 2004 & 2005. Projects included signal and left turn phase warrants, pedestrian crossing analysis, safety/collision analysis, progression analysis, intersection capacity analysis, corridor alignment studies, signal phasing and timing, signing/striping design, intersection conceptual design, right of way delineation, legal description and exhibit preparation, signal design, utility coordination, bid documentation production, shop drawing review, responding to construction questions, and as built plan preparation.

East Sonoran Parkway Alignment Study, City of Phoenix. Project Engineer responsible for evaluating several corridor/roadway alignments for East Sonoran Parkway. This included coordinating with the City of Phoenix in developing CORSIM Network Models for several alternatives and identifying feasible alternatives based on the capacity output and comments received throughout the public involvement process. Work also included assisting with the development of public presentation material necessary to communicate each alignment and results

Pinto Valley, US 60 to Contractor Road Safety Audit. Mr. Agrawal assisted in safety audit and recommendation for three miles of Pinto Valley Rd in Miami, Arizona. Safety audit consisted of identifying all existing pavement marking and signing; evaluate application and condition, and making recommendations.

US 60 and Pinto Valley Mine Rd Traffic Study & Alternative Analysis. Lead. Traffic Engineer. As a result of sight/visibility concerns at the intersection of US 60 and Pinto Valley Mine Rd in Miami, Arizona, AMEC was retained by BHP Copper Mine to evaluate the existing traffic condition, impacts due to anticipated growth of the mine, and provide recommendations for improving safety and operation. The scope consisted of collecting peak TMCs, hourly approach traffic volumes, queue length data; conducted sight distance evaluation; capacity analysis for signalized versus unsignalized; and developed and evaluated seven alternatives. The objective was to identify and recommend the alternative that would balance operation, safety and constructability.

Eric Maceyko, PE, PTOE

Traffic Engineering

Professional Summary

Mr. Maceyko has 1.5 years experience with AMEC Earth & Environmental, and nine years of experience in traffic engineering. The majority of his project experience has involved traffic design, traffic signal analysis, traffic impact studies, parking studies, roundabout analysis, and plan preparation, as well as travel demand modeling and design projects including traffic signals, and signing and marking. Through these work experiences, he has developed valuable project management, design and technical skills with such programs as TransCAD, HiCAP, HCS2000, Traffix, Synchro, SIDRA, AutoCAD, and MicroStation. Mr. Maceyko has conducted or participated in more than 40 traffic impact analyses.

Relevant Projects

Dysart Rd– I-10 to Indian School and Van Buren to I-10 Traffic Improvements, City of Avondale. Project Engineer/Manager. As part of the Federal ARRA approved funds, this project consisted of improvements to Dysart Rd. This included the installation of video detection at two intersections, new pavement marking along the two road segments, and associated temporary traffic control. This project adhered to the City of Avondale standards except where ADOT ROW was impacted. Coordination between the two jurisdictions was a vital component of this project since ADOT was the administrator of the project, while the Avondale would take over and maintain the improvements.

Avondale and Encanto Traffic Signal Design, City of Avondale. Project Engineer/Manager. This project includes the installation of a new traffic signal at the intersection of Avondale Boulevard and Encanto Boulevard. It is being designed to the City of Avondale standards. In addition to the new traffic signal, a new fiber optic traffic signal interconnect line is also being designed to provide communication between adjacent signals. This signal is being designed to its ultimate configuration even though the roadway improvements will be limited to an interim cross section. El Mirage Rd DCR, El Mirage, MCDOT, Surprise. Project Engineer. This project includes the traffic analysis and design portion of the DCR. The DCR is being submitted to the joint owners of El Mirage Rd, which includes the City of El Mirage, the City of Surprise, and Maricopa County. The traffic analysis portion of this project includes intersection operation analysis and school safety analysis. The traffic design portion of this project includes access management plans, signing and striping, and future planned intersection lane configurations for major cross street intersections. This project was constantly redeveloped and refined as input from the various stakeholders (reviewing agencies, city councils, public) was incorporated.

West Mesa SYNCHRO Network, Maricopa Association of Governments (MAG) ITS. Project Engineer. AMEC is developing the City of Mesa's West Signal Network in SYNCHRO. The area wide limits of the project are from Gilbert Rd. on the east, Loop 101 on the west, Loop 202 on the north, and Guadalupe on the south. AMEC is incorporating 198 signalized intersections into to the West City of Mesa Network. The work consists of the collection of mapping (such as AutoCAD and aerial) to assist in the development of the base SYNCHRO Network model; collection of intersection lane configuration, including lane type and storage lengths; collection of Mesa's Microsoft Access database containing the list of intersections and associated ID numbers; and collection existing signal timing and phasing plans for each signalized location. AMEC is using this data and SYNCHRO to develop an area wide Network to be used and maintained by City staff for ongoing purposes to optimize signal timing and city-wide operations.

Education
BS Civil Engineering, Arizona State University, 2001

Certifications/Registration
Professional Engineer: Arizona #42629

Professional Traffic Operations Engineer (PTOE) #2105

Traffix Training Course, Dowling & Associates, 2006

Principles of Project Management Training Course, Braley Training, 2006

The Modern Roundabout Training Course, ASCE, 2007

Situational Leadership II Training Course, Ken Blanchard Companies, 2007

AMEC Project Management Training Course, AMEC, 2009

AMEC Managing for High Performance Training Course, AMEC, 2010

Memberships
ITE (Institute of Transportation Engineers)

Years with AMEC
1.5

Years of Experience
9

US 191 DCR, ADOT, City of Coolidge. Project Engineer. This project includes the traffic analysis portion of the DCR. The DCR is being submitted to the joint owners of US 191, which includes ADOT, Graham County and the Town of Coolidge. The traffic analysis portion of this project includes intersection operation analysis, crash analysis, and the determination of future roadway realignments. This project is currently being revaluated based upon several alternate route scenarios.

SR 86 Santa Cruz River Bridge, ADOT. Project Engineer/Manager. This project includes bridge surface deck rehab and maintaining pedestrian, business and local community access for a Tucson urban arterial that connects to several residential neighborhoods and commercial developments – services include striping, detailed work zone traffic control, construction phasing and construction documents.

Amaranth- City of Goodyear. Project Manager, A 10,000 acre Master Planned Community in the newly annexed portion of the City of Goodyear. Served as Project Manager for the traffic related analyses overseeing the completion of the Phase 1 portion (690 acres) including intersection safety analysis for sight distance, skew, and turning templates; roundabout analysis for arterial corridor in lieu of traffic signals; SR 238 Parkway concept analysis including Michigan left turns; and traffic impact analysis and signing and striping plans.

Thunderbird School of International Management. Project Manager. For this campus redevelopment and "infill" project involving additional campus housing and retail, Mr. Maceyko served as Project Manger for traffic design from concept to City Council approval including master parking and traffic analyses; addressed neighborhood concerns through traffic mitigation measures such as restriction of access, intersection improvements, and traffic calming; 59th Avenue/Greenway Rd intersection improvements; and pedestrian accommodations and hazard mitigation.

CityScape, City of Phoenix. Project Manager. Mr Maceyko was responsible for a Downtown Phoenix urban redevelopment project, encompassing three city blocks, including Patriot's Park, and consisting of five high rise towers. Served as Project Manger for traffic and parking issues: Downtown Parking Inventory and Analysis, parking garage capacity analysis, master traffic impact analysis including effect of future transit options, and adjacent roadway lane restrictions and pedestrian crossings.

Mr. Maceyko also conducted several parking/shared parking analyses for various jurisdictions. He also oversaw the preparation of over 20 traffic impact analysis ranging from large scale Master Planned Communities and commercial centers to individual subdivisions and single commercial stores.

Roadway and Access Design, Town of Cave Creek. Engineer in Training. Mr Maceyko's duties included design of traffic mitigation devices for various Town intersections, drafting of striping plans for newly controlled intersections and signal timing and roadway geometric improvements.

Design and Drafting of Traffic Signal Control Plans, City of Mesa. Engineer in Training, This project involved signal design for Greenfield Rd Wal-Mart, signal relocation for US 60 off-ramp at Greenfield Rd and also creation of complete traffic signal control plans and conducted or was involved in more than 40 traffic impact analyses

Engineering Assistant, ADOT. Mr. Maceyko was an assistant to a professionally registered traffic engineer. Main duties included design and drafting of temporary traffic control plans, cost estimates, and general drafting tasks.

Bryan Campbell, RLS, cFeds

Surveying

Professional Summary

Mr. Campbell has more than 27 years of progressive experience in the land surveying profession and is proficient in the use of Trimble Geomatics Office, AutoCAD Land Development Desktop and Civil 3D, Data Collection and Internet Technology. He is responsible for the supervision of all surveying services including execution and supervision of topographic surveys, aerial control surveys, boundary surveys, ALTA/ACSM Land Title surveys, subdivision plats, lot surveys, PLSS subdivision surveys, legal descriptions, calculations, horizontal control plans, as-built plans and exhibit drawings. His past experience includes projects for the ADOT involving the various survey tasks associated with ROW determination, numerous large retail developments, residential property developments and in-fill property developments. Mr. Campbell also has worked on numerous municipal, County, State and Federal agency projects.

Education

1982 / AS Engineering / Grays Harbor College, Washington

Certifications/Registration

Registered Land Surveyor:

Arizona #40622, Washington #34135, Oregon #61349LS, Idaho #9321, Montana #15281LS, Nevada #18748, California #L8687, cFeds # 1154

Memberships

Arizona Professional Land Surveyors, 2006 and 2007 Conference Chairman, 2007 State Board Representative – APLS Central Chapter

Years with AMEC

4

Years of Experience

27

Relevant Experience

Well Site No. 26, City of Avondale. Survey Dept. Manager. Mr. Campbell supervised the performance of an AALTA/ACSM Land Title Survey of this well site near I-10 and the Agua Fria River. Included was the review and analysis of ADOT ROW plans, title documents and adjoiner deeds in order to accurately interpret and delineate the boundary of the parcel. As-built information was provided from the city and incorporated into the final drawing for this project. A property description and preliminary lot split was also created for use in conveyance documents.

Greenfield Rd and Gilbert Rd, Town of Gilbert. Survey Dept. Manager. Mr. Campbell supervised both aerial and detailed ground topographic surveying for a 1.25 mile segment of Greenfield Rd and a 1.0 mile segment of Germann Rd within the Town of Gilbert. Included in this work was preliminary ROW determination from record documents available through the Assessors site and final ROW determination through the use of title report analysis. Additionally, new ROW acquisition descriptions, temporary construction easements and permanent easement descriptions and exhibits have been created. The project has required coordination with the Town, the Town's Project Manager, property valuation appraisers and the negotiating team for the new ROW acquisitions and dedications.

US 93 - SR 71 Congress, AZ, ADOT. Project Surveyor. Mr. Campbell supervised the performance of a ROW survey for approximately 19 miles of State and US Highways and included research, data collection, review, analysis and determination of existing ROW, easements and parcel ownership lines along the entire length of the project.. The mapping for this project covered portions 46 square miles of PLSS corners and included the analysis and resolution of both lost and obliterated corners.

Alma School Rd/Power Rd Arterial Reconstruction, City of Mesa. Survey Department Manager. Topographic information for this project was collected for a one mile segment of Alma School Rd (Baseline to Southern) and a two-mile segment of Power Rd (Baseline to Broadway). Surveying was performed using a combination of conventional and 3D digital scanning methods. The use of this combination of surveying methods allowed AMEC to collect the needed topographic and cultural improvement information necessary for design while minimizing the impact to traffic in two very high traffic areas of Fiesta Mall and Superstition Springs Mall main entrances while maximizing the safety of both the public and surveying personnel. AMEC is provided professional surveying and engineering services for this American Recovery and Reinvestment Act (ARRA) funded project. The ARRA funding required the project to be "shovel ready" within five months.

Prospector's Rd, Pinal County. Project Surveyor. AMEC provided professional engineering services including the preparation of construction documents PS&E for this intersection widening project. The intersection widening is to accommodate left-turn lanes on McCartney Rd and Cox Rd. Services include field survey, roadway design, utility coordination, signing and striping design, and drainage analysis. Drainage analysis includes hydrologic and hydraulic analysis to determine improvements needed to remove an existing dip crossing.

McCartney Rd/Cox Rd Intersection, Pinal County. Project Surveyor. AMEC provided professional services including field topographic surveying, roadway design, utility coordination, signing and striping design, drainage analysis, ROW legal descriptions, and environmental documentation. Drainage analysis included extensive hydrologic and hydraulic analysis at three major washes.

Barnes Rd, Pinal County. Project Surveyor. AMEC provided professional engineering services including surveying and the preparation of plans for roadway paving for Barnes Rd from Warren Rd to Sage St (2 miles) near the City of Maricopa. The services included topographic surveying and mapping, ROW analysis and determination, roadway design and utility coordination.

SR 74 - US 60, Morristown – New River, ADOT. Project Surveyor. Mr. Campbell supervised the performance of a ROW survey for approximately 15 miles of State and US highway. This project covers portions 24 square miles and included research, data collection, review, analysis and determination of existing ROW, easements and parcel ownership lines along the entire length of the project. Close communication and coordination was constantly maintained with ADOT personnel in the performance of this project.

SR 77, Tucson, ADOT. Survey Department Manager. Mr. Campbell is supervising the performance of cadastral and ROW survey review for approximately 7 miles of State highway. This project covers portions 11 square miles and includes research, data collection, review, analysis and determination of the accuracy of an existing ROW survey. Close communication and coordination is constantly maintained with ADOT personnel in the performance of this project.

Commercial/Residential Projects

Downtown Phoenix Sheraton Hotel, Perini Building Company. Project Surveyor. Mr. Campbell supervised the performance a survey providing horizontal and vertical control verification. He also performed a quality assurance check of the site control for boundary and gridlines to ensure accuracy and tolerances prior to the beginning of excavation and building construction of the multi-story high rise hotel in the downtown Phoenix core.

Apache – McClintock, City of Tempe. Project Surveyor. Mr. Campbell supervised the performance of an ALTA/ACSM Land Title Survey and a Re-Plat for a two-acre commercial property, fronting the new light rail alignment, to meet City of Tempe requirements. This was a fast-track project which was accomplished within a 6 week timeframe including submittal to the City Council for approval.

The Greens at Casa Grande, Rochelle Magic, L.L.C. Project Surveyor. Mr. Campbell supervised the performance an ALTA/ACSM Land Title, boundary and topographic surveys and the preparation of multiple plats for this project. The topographic mapping for this project included portions of the North Branch of Santa Cruz wash. The topographic mapping was completed to FEMA specifications necessary for use in determining the floodway and flood plain along the south frontage of the project. This mapping covered a total of one mile of the wash.

Trillium, JF Properties, Town of Buckeye. Project Surveyor. Mr. Campbell was responsible for the completion of an ALTA/ACSM Land Title Survey, boundary and QA/QC of topographic surveys for this project. He also assisted in the preliminary-plat preparation and created legal descriptions and exhibit sketches for a two-phase housing development project covering approximately 3,680 acres in Buckeye, Arizona. Mr. Campbell also assisted in the delineation of 404 lines and setbacks, along Wagner Wash.

Balterra, JF Properties, Tonopah. Project Surveyor. Mr. Campbell supervised the performance an ALTA/ACSM Land Title Survey, boundary and topographic surveys, and assisted in the preliminary-plat preparation for this project. The mapping for this project covered portions of Winters wash at I-10. He also created legal descriptions and exhibit sketches for a proposed future housing development project covering 1,200 acres in Tonopah, Arizona.

Brian J. Benedict, RLS

Surveying

Professional Summary

Mr. Benedict has 25 years of progressive experience in the land surveying profession and is proficient in the use of Trimble Geomatics Office and AutoCAD Land Development Desktop. He is responsible for the execution and supervision of topographic surveys, boundary surveys, ALTA/ACSM Land Title surveys, subdivision plats, lot surveys, PLSS subdivision surveys, legal descriptions and calculations. Mr. Benedict's responsibilities also include supervision of CAD drafting work for ALTA/ACSM surveys, topographic surveys, boundary surveys, final plats, horizontal control plans, as-built plans and exhibit drawings. His past experience includes surveys for numerous large commercial developments and residential property developments.

Education
Core Engineering Courses, Phoenix College

Certifications/Registration
Registered Land Surveyor, Arizona #32222, 1998

Memberships
APLS

Years with AMEC
<1

Years of Experience
25

Relevant Projects

Avondale Elementary, City of Avondale. Mr. Benedict supervised the performance of a boundary and topographic survey for engineering design for Avondale Elementary School property at Western Ave and 3rd Ave in Avondale.

Garden Lakes Elementary School, City of Avondale. Mr. Benedict supervised the performance of a topographic survey for engineering design for Garden Lakes Elementary School in Avondale, Arizona.

Marven Properties, ADOT. Mr. Benedict supervised an ALTA/ACSM Land Title Survey of 264 acres of property adjacent to SR 85 just south of I-10. This project required in-depth research and analysis of the Public Land Survey System (PLSS) documents, ADOT ROW plans for I-10 and SR 85 and historical recorded survey documents for determination of PLSS section corners and lines, ADOT ROW lines, and private property lines.

Mountain Ranch Marketplace at Estrella, City of Goodyear. Mr. Benedict supervised the performance an ALTA/ACSM Land Title Survey, boundary, and topographic survey for engineering design and a final plat for a 22-acre commercial parcel at the northwest corner of Estrella Mountain Parkway and Elliot Rd.

Estrella Mountain Ranch, City of Goodyear. Mr. Benedict was responsible for supervision of multiple ALTA/ACSM Land Title Surveys throughout the Estrella Mountain Ranch community in Goodyear, Arizona. Projects ranged in size from thousands of acres to 5-acre parcels.

Tres Rios Landing – Dysart Rd, City of Avondale. Mr. Benedict supervised the performance an ALTA/ACSM Land Title Survey and topographic survey of Dysart Rd between Buckeye Rd (SR 85) and Harrison Drive in Avondale.

Zanjero Pass, City of Surprise. Mr. Benedict supervised the performance an ALTA/ACSM Land Title Survey of approximately 2,000 acres of land spanning six miles and preparation of a final plat covering 180 acres in Surprise.

Anthem at Sun Valley South, Town of Buckeye. Mr. Benedict provided a boundary survey and horizontal and vertical control mapping for a planned community development spanning nine sections of land in Buckeye.

Rancho Mercado, City of Surprise. Mr. Benedict supervised the performance of an ALTA/ACSM Land Title Survey spanning four sections of land in Surprise, Arizona and borders the Buckeye Canal, FCDMC, and State lands. Mr. Benedict was also responsible for the preparation of legal descriptions and exhibits for various easements as needed on site and off site.

Banner Baywood Medical Center, City of Mesa. Mr. Benedict supervised the performance of an ALTA/ACSM Land Title Survey, topographic design survey and a final plat for the expansion of the existing hospital located in Mesa.

City of Phoenix Real Estate Department. Mr. Benedict was responsible for preparing legal descriptions for ROW acquisition, ROW abandonment, utility easements and the revision ROW maps for various street projects throughout the City of Phoenix.

Maricopa County Community College District. Mr. Benedict supervised the performance an ALTA/ACSM Land Title Survey, topographic survey and underground utility location survey for the campuses of South Mountain Community College, Paradise Valley Community College, Gateway Community College and Rio Salado Community College.

City of Scottsdale GIS. Mr. Benedict supervised survey data collection and quality control for locating City maintained utilities for implementation into the City of Scottsdale GIS.

Danny Green, RLS

Surveying

Education
1968 / AAS Civil Engineering Technology / Southern Colorado State College

1971 / Surveying / Mount San Antonio College

Certifications/Registration
Registered Land Surveyor:

Arizona #29873
California #4046
Colorado #11259

Years with AMEC
12

Years of Experience
40

Professional Summary

Mr. Green has 40 years experience in charge of survey projects including route, boundary, ROW, ALTA and construction surveying. Mr. Green has completed subdivision surveys, prepared records of survey, resolved boundary disputes, and completed numerous construction surveys. Mr. Green has also been responsible for section subdivision, corner restoration, records of survey, parcel and plat maps and construction staking. He conducted large transmission line projects and provided all calculations and legal descriptions for numerous residential, commercial, and industrial projects. He is familiar with Auto CAD and electronic survey equipment such as total stations, data collectors, and GPS.

Relevant Experience

Design and On-Call Surveys

Provided as-built cultural and topography mapping for the following projects: Threeway Junction, ADOT, Clifton, Arizona; Culvert and Guardrail Study, ADOT, Bowie to New Mexico; 1st Ave Widening Project, Town of Oro Valley, Arizona; Traffic Signal Studies (Various Intersections), Town of Oro Valley, Arizona; Miscellaneous Survey Projects, City of Tucson, Arizona; set-up and ground control panels for River Rd, Pima County, Arizona and ADOT.

Miscellaneous Survey Services, Metropolitan Domestic Water Irrigation District (MDWID). Survey Manager. AMEC has completed wellhead and site surveys, waterline lowering pothole survey, construction survey, well sites - benchmark survey, waterline relocation, spot elevation checks, site surveys legal descriptions new property corners, and record of survey (ROS).

Miscellaneous On-Call Survey Services, City of Tucson. Survey Manager. AMEC has provided On-Call Survey Services to the City of Tucson for over five years. Under this on-call contract, AMEC has worked on construction staking, survey, topo, mapping, curb staking, set and points, ties, row survey, as-built existing storm drain, ALTA surveys, ROS and culture surveys.

On-Call Civil Survey and Drafting Services, City of Tucson Water Department. Survey Manager. Under this On-Call contract, AMEC has worked on the following projects: Taylor Lane - Legal Descriptions; Southside Gravity Main - Boundary Survey and Legal Descriptions; Drafting Services; Martin Farm - Boundary and ROS of 240 Acres; Glover Farm - Boundary Survey and ROS of 188 Acres; Flecha Caida Ranch Estates - Stake & Flag Easement Lines and Easement Legals for each lot; Oracle Rd - Two Waterline Legal Descriptions; Legal Descriptions for Easements; Layout, Pipeline and Easements; 3rd and Aviation - 13 Culture and Topo Surveys; La Lomita - ROS; Riverview Rd - Culture Survey; Hermans Rd/Well E-29 - Culture Survey; Old Vail Connection Rd - Cultural and Topo Survey; Well Site RP1305 - Boundary Survey; Well Site B-22 - Boundary Survey

Miscellaneous Engineering Design Services for Federal-Aid Projects, City of Tucson. Survey Manager. AMEC has provided surveying services on the following projects, under this contract: Udall Park Transit Center - Preliminary Engineering Survey and Stone Ave Median Island Improvements - Preliminary Engineering Survey

On-Call Surveying Services, ADOT. Survey Manager. AMEC has provided On-Call Survey Services to ADOT for over five years. Under this contract, AMEC has worked on topo and cultural survey; control, cultural, and ROW surveys; eliminate and upgrade guardrail - ground control and cultural survey; and design and construction surveys.

I-19, Ruby Rd Traffic Interchange and Eastside Frontage Rd, ADOT. Survey Manager. This project included providing engineering services from conceptualization through design of reconstruction and realignment of 3.5 miles of frontage road, ramp connections, bridge widening and new traffic interchange. The design was characterized by

complicated sequencing and traffic control, ROW limitations, messy utilities and the necessity of maintaining access to numerous businesses. This was a high-visibility project with a design schedule significantly accelerated due to political considerations.

US 191, MP 151 to Threeway Intersection, ADOT. Survey Manager. This project included providing engineering and management services for the reconstruction and realignment of four miles of state highway. Notable features of this project include a new 1,100-foot, AASHTO Type VI precast concrete girder bridge and significant environmental constraints.

SR 80, St. David to Clifford Wash, ADOT. Survey Manager. This project was a major safety improvement project sponsored by ADOT Safford District which included guardrail removal, extension of culverts, slope flattening, design survey, traffic control plans, erosion control plans, SWPP plans, and coordination with various ADOT departments and local utility companies.

Marsh Station TI, I-10, ADOT. Survey Manager. This project included development of alternative concepts and analysis of a portion of I-10, east of Tucson, evaluation of traffic interchange alternatives, railroad overpass, and I-10 mainline alignments to improve operational characteristics of the interstate, and project management.

Houghton Rd Corridor Study, ADOT. Survey Manager. This project included a preliminary thirty mile roadway study that assesses existing rural conditions and traffic information and developing a long-range facility and phasing plan to account for the increased urban traffic projections over a thirty-year period.

SR 75, Gila River Bridge #311, Highway Design, ADOT. Survey Manager. This project included design of approach roadways and overall project management of various ADOT sections for a new bridge at SR 75 and Gila River in Duncan, Arizona, environmental mitigation, traffic control, coordination with ADOT design team members, roadway design, and scheduling.

Pantano Railroad Overpass, ADOT. Survey Manager. This project included designing 0.5 miles of UPRR and incorporation of a new railroad bridge over I-10 and included preparation of railroad realignment and roadway approach plans, coordination with numerous ADOT departments, UPRR, and utility companies, project management and discipline coordination, geometric design of UPRR track centerline, drainage design and hydraulic calculations, and earthwork modeling and calculations.

SR 83 Phase 1, 2 & 3 Eliminate and Upgrade Guardrail, ADOT. Survey Manager. This project was a major safety improvement project which included removal and upgrading of existing guardrail, extension of RCBC's and pipe culverts, design survey, mapping, traffic control plans, and coordination with various ADOT departments, their environmental consultant, and local utility companies.

ALTA and Boundary Surveys

Provided research, calculations, and field surveys for numerous ALTA surveys, including Tucson Volunteer Center, El Dorado Medical Plaza, Northwest Hospital, El Dorado Medical Center, and Amber Lights Retirement Center.

Construction Surveys

Performed calculations, coordination, and supervision for major construction projects including: Safford District Traffic Interchanges Improvement Project; Three-Mile Pathway; T.G.I.F. Restaurant; Batteries Plus, and I-10 Frontage Rd – Speedway to Broadway.

ROW Surveys

Provided ADOT with research, calculations, field surveys and location studies for ROW determination for areas including: Marsh Station TI; Gila River Bridge, Duncan, Arizona; Rio Rico TI to Ruby Rd, Nogales, Arizona; Threeway Junction; SR 191, Safford, Arizona; and SR 83, Sonoita, Arizona.

Bob Davies, PE, PH, CFM

Hydrology/Hydraulics

Education
1994 / MBA / University of Phoenix

1988 / MSE Civil Engineering / Arizona State University

1982 / BSE Civil Engineering / Arizona State University

Certifications/Registration
Professional Engineer: Arizona #21674, Nevada #8339, California #C51283, Hawaii #10404, Missouri #23348

Professional Hydrologist / National #1463

Certified Floodplain Manager #10502

Memberships
Association of State Floodplain Managers

American Institute of Hydrology

Years with AMEC
7

Years of Experience
28

Professional Summary
Mr. Davies has 28 years of project management, design, planning and studies experience. He has managed a variety of projects ranging from engineering design to engineering and planning studies. Each project required multi discipline coordination, schedule and budget development and adherence, and resource management. Mr. Davies' experience includes flood studies and master drainage reports for urban and rural watersheds; review of drainage studies for proposed commercial and residential land development; parks/recreation; preparation of Bureau of Reclamation loan application reports for agricultural land development; and final design of highway, subdivision and rural drainage systems, canals, irrigation distribution systems and water transmission mains.

Relevant Projects
Greenfield Rd, Germann to Pecos, Town of Gilbert. Sr. Drainage Engineer. AMEC provided survey and design services for this one mile arterial widening project. The project included widening one mile of two-lane roadway to a minor arterial composed of four travel lanes, center turn lane, bike lanes, curb/gutter, and sidewalk. In addition, the project included one mile of new 16" water line, a new section of sanitary sewer, irrigation ditch relocations, retention basins, and utility relocations including 69 kV lines. AMEC services included design management; survey/mapping; materials investigation and design; public information meetings; utility coordination; right-of-way legal descriptions; roadway design; water line design; drainage analysis and design; irrigation system design; signing, pavement markings, street lighting, and traffic signal design; and preparation of plans, specification, and estimates. The project required extensive coordination with the Roosevelt Water Conservation District and Salt River Project to ensure the relocations are coordinated with the roadway improvements and occur in a timely manner. Project services also included bidding and construction support.

US 93 Final Design, Hoover Bypass to MP 17, ADOT. Drainage Task Manager. AMEC is completing the PS&E documents for this 15-mile long roadway segment for a four-lane divided highway. AMEC is responsible for roadway and drainage design, traffic and geotechnical services, cost estimating and specifications, utility coordination and survey services. The design includes independent westbound and eastbound profiles, scenic overlook design, and over 100 wash crossings. The project is on a fast track schedule to have final design completed within 12 months. Mr. Davies participated in design and construction partnering for the project.

Scottsdale Rd/Thunderbird Rd Improvements, City of Scottsdale. Drainage Design. Mr. Davies was the drainage task manager responsible for the design of final plans, specifications and cost estimates for the improvements of the intersection of Scottsdale Rd and Thunderbird Rd. Design items include widening of Thunderbird Rd, the addition of left turn lanes on Scottsdale Rd, the Realignment of 73rd St at its intersection with Thunderbird Rd, a new underground storm water conveyance system along the east side of Scottsdale Rd from Thunderbird Rd to Sweetwater Rd, the addition of catch basins along Scottsdale Rd, full rubberized asphalt, signing and striping, and traffic signal modifications. Project coordination includes the City of Scottsdale, FCDMC, APS, Qwest, and other utilities.

Price Rd and Germann Rd Improvements, City of Chandler. Mr. Davies was the lead Senior Drainage Design Engineer. AMEC provided design services for the widening of approximately one mile of Price Rd. The project includes roadway design, waterline design, drainage design, landscape design, survey, traffic striping and future interconnect for traffic signal. The design was coordinated with ADOT. AMEC also provided design services for completing the widening of approximately 3/4 mile of Germann Rd. Work elements included roadway design, drainage design, landscape design, survey, traffic striping and future interconnect for traffic signal. AMEC also provided design services for street capacity

improvement projects at five intersections in Chandler. AMEC assisted the City of Chandler in public participation, city council meetings, and local resident meetings.

WACOG-Funded Street Improvements, Parks Development, Air Industrial Park Subdivision Infrastructure, Lake Havasu City. Mr. Davies was the Senior Drainage Engineer responsible for flood control, drainage design, and FEMA coordination for the 19-acre development at the Air Industrial Park. The flood control aspect required development, evaluation of alternate flood control facilities and recommendation of a preferred alternative. Mr. Davies provided senior oversight of the hydraulic sizing of the drainage facilities and related erosion control features. Mr. Davies also provided senior oversight of compilation of the Technical Data Notebook for the CLOMR submittal to FEMA and is the engineer of record for this submittal, and he is the point of contact with FEMA.

Wastewater System Expansion (WWSE) Project [Subtask: Vertical Curve Redesign with Associated Culvert Design and Street Drainage Improvements], City of Lake Havasu City. Drainage Task Manager. AMEC is providing hydraulic design oversight for the City of Lake Havasu's $463 million WWSE Program. A design engineering subtask was presented to the AMEC design team to redesign several wash crossings within the City. The focus of the design was two-fold, first to redesign the vertical roadway profiles to meet sight distance criteria for a 30-mph design speed and second to provide for stormwater conveyance across the redesigned roadway for events up to and including the 100-year storm. Design for local street drainage was also included. AMEC's vast resources in terms of roadway design, sewer design, drainage design and survey played a key role in producing quality construction documents under an abbreviated schedule. AMEC provided roadway vertical curve design, culvert design, scour revetment, surveying and utility protection/relocation design.

On-Call Professional Engineering Services for Capital Improvement Projects, City of Glendale. Drainage Design. As part of the Glendale Onboard Bond Issue, AMEC was selected to perform intersection improvement design for several intersections along 51st Ave and 59th Ave along with the design for the Olive Ave storm sewer. The work includes final design of six major arterial intersections and includes an array of project elements. Design elements include survey, right-of-way delineation, geometric design, signals, lighting, ITS, landscaping and transit elements. A major aspect also includes utility conflict resolution and water line replacement/upgrades along with coordination of adjacent City of Phoenix requirements. As part of the design services, AMEC is performing continuous value engineering and constructability reviews to ensure that the project elements are designed for optimal value.

Ellsworth Rd, Germann Rd to Ray Rd Phase I, MCDOT. AMEC provided design services for Ellsworth Rd Phase I. Phase I consists of reconstructing and widening about three miles of the existing two lanes of Ellsworth Rd from Germann Rd to Ray Rd to provide four travel lanes with a raised center median, signalize Germann intersection, and construct the Ellsworth Open Channel component of the East Mesa Area Drainage Master Plan.

Scottsdale Rd South Drainage, City of Scottsdale. Project Manager/Drainage Engineer. AMEC will provide a study, design plans, cost estimates and specifications for the improvements to the Scottsdale Rd South Drainage Corridor. The project included a study report and construction documents for identifying and mitigating potential flood hazards within the drainage corridor. A 48" RCP storm sewer was designed that collected runoff from the SkySong project and discharges it into the Indian Bend Wash.

On-Call Plan Review Services, FCDMC. Project Manager responsible for budget/schedule and staff compliance with District Regulatory needs of On-Call Plan Review and Engineering Services (2003-2010-ongoing), Floodplain Use Permit Applications including LOMR/CLOMR submittals.

Fox and Havasupai/Chaparral Wash Improvement Projects, City of Bullhead City. The project was required by major roadway improvements constructed by ADOT through Bullhead City. The project consisted of the design of approx. 3,500 lineal feet of vertical wall concrete drainage channel, 3,000 lineal feet of soil cement levee construction, several multi-cell box culverts and a regional detention facility. The upper reaches of the Fox Wash improvement are within an alluvial fan, requiring careful attention to sediment transport and hydraulics. The lower reaches of the Havasupai and Chaparral Washes are within flood-prone residential subdivisions. Since Fox Wash is a jurisdictional waterway, a Section 404 permit was required. All of the washes are located on steep slopes that required design of drop structures and energy dissipation systems. The project included survey, right-of-way documents, hydrology, hydraulics, construction documents, sediment transport, CLOMR preparation and USACE 401/404 permitting. All design was performed to meet FEMA and USACE requirements. Mr. Davies was the PM for the LOMR portion of this project and the Project Engineer performing value-engineering for the design portion.

Alex Coronel, PE, CFM

Hydrology/Hydraulics

Education
1998 / BS Civil Engineering / Arizona State University

Certifications/Registration
Professional Engineer: Arizona #40209

Certified Floodplain Manager

Memberships
Arizona Floodplain Managers Association

Years with AMEC
7

Years of Experience
11

Professional Summary

Mr. Coronel is a Design Engineer with 11 years of experience in hydrologic and hydraulic analysis of streams and the civil design of roadway and drainage improvements. He is familiar with various hydrology and hydraulic design software applications including the USACE, HEC-1, HEC-HMS, HEC-2, HECRAS (Steady and Unsteady) and HEC Geo-RAS watershed and river analysis systems. Mr. Coronel is also experienced in floodplain and floodway mapping following FEMA guidelines and specifications. He is also familiar with roadway drainage analysis and the civil design of roadway elements. He is proficient in the use of MicroStation and InRoads for the design of roadway elements. He is also intimately familiar with the FCDMC design and analysis standards.

Relevant Projects

Loop 303 Area Drainage Master Study, Maricopa County. Project Engineer for the development of an Area Drainage Master Plan (ADMP) for a 220-square mile area west of Phoenix. The project includes coordination with seven cities and towns, Maricopa County, Luke Air Force Base, and developers. Drainage problems were identified and cost-effective multiple-use solutions for a storm water collection and disposal system were developed. The project tasks included public coordination and involvement, document/data review, survey and mapping, hydrology, hydraulics, environmental assessments, identification of drainage problems, development of alternative solutions, cost estimates and preparation of conceptual design plans for the preferred alternative. Mr. Coronel was responsible for locating utilities through coordination with various utility companies and municipalities. He was also responsible for culvert design using HY8, retention/detention basin sizing and project quantity calculations and cost estimating.

Loop 303 ADMS Flood Delineation Study, Maricopa County. Project Engineer for the development of floodplain and floodway maps along existing and newly defined floodplains at Perryville Rd, Camelback Rd, Bullard Wash and the I-10 Culvert Wash. He coordinated with the FCDMC's GIS Department to assure that the CADD deliverable met the County's HIS standards. He was also responsible for the translation of all of the survey data to AutoCAD and subsequently into HEC-RAS. Mr. Coronel played a key role in the hydraulic modeling of all four streams and was responsible for mapping several miles of floodplain. He also played a key role in the preparation of the Technical Data Notebook through the preparation of the Flood Profiles, Summary of Discharges Table and the Floodway Data Tables.

SilverRock Community Master Plan, Newport Development, Town of Buckeye. SilverRock is a proposed 1,200-acre master planned community to be located in the Town of Buckeye Arizona. The project is located within the Buckeye and Sun Valley Area Drainage Master Plan study area. Mr. Coronel's responsibilities included coordination with and data collection from FCDMC as well as hydrologic and hydraulic analysis of both off-site and on-site drainage and FEMA Floodplain mitigation. He also prepared and sealed a Master Drainage Report that was submitted to both the Town of Buckeye and the FCDMC.

Ellsworth Rd Phase I, Germann Rd to Ray Rd, MCDOT. The project included the widening of Ellsworth Rd along a three-mile reach from Germann to Ray Roads, as well as the construction of the Ellsworth Channel, a 3.3-mile long channel that is integral to the East Mesa Area Drainage Master Plan. Mr. Coronel's involvement included hydraulic modeling and scour analysis of the proposed channel as well as construction detail preparation, special provision writing and extensive coordination with project stakeholders which included representatives of the MCDOT, FCDMC, City of Mesa and Williams Gateway Airport. He also co-prepared and co-sealed the Final Drainage Report.

Drainage Evaluation for Briggs Property, Pinal County. The project involved the hydrologic and hydraulic analysis of a site located near the City of Apache Junction, Arizona, in the vicinity of 16th Ave and Val Vista Rd. The analysis was intended to substantiate or allay citizen concerns that recent development in the area had caused adverse flooding

impacts to surrounding properties. The hydrologic analysis was governed by the guidelines outlined in the Pinal County Drainage Manual Volume II, augmented where appropriate by the HEC-1 methodology presented within the ADOT Highway Drainage Design Manual. AMEC's survey department collected cross sections that were used to create an electronic surface of the existing field conditions, which in turn was used in HEC-GeoRAS to cut cross sections used in the hydraulic modeling. A final Technical Memorandum was prepared that summarized the results of the analysis.

Crismon Business Park Special Improvement District, City of Mesa. The project included the construction of over 0.5-miles of full and half-street improvements of local industrial streets. The proposed road crossed an existing FCDMC Channel and, forcing the relocation of an existing drop structure. Mr. Coronel's responsibilities included the hydraulic analysis of the channel crossing and drop structure relocation as well as calculating the pavement drainage. He also prepared the Final Drainage Report to accompany the Final Improvement Plans.

On-Call Plan Review Services, FCDMC. The project includes assisting the Regulatory Division of the FCDMC with its reviews of permit applications for Drainage Clearances and Floodplain Use Permits. Mr. Coronel was responsible for the review of grading and drainage plans and drainage reports for single-family homes, multi-lot master planned communities and commercial sites as well as CLOMR and LOMR submittals prior to their submittal to the FEMA.

Wastewater System Expansion (WWSE) Project [Subtask: Vertical Curve Redesign with Associated Culvert Design and Street Drainage Improvements], Lake Havasu City. AMEC is providing Program Management services for the City of Lake Havasu's $463 million WWSE Program. A design engineering subtask was presented to the AMEC design team to redesign several wash crossings within the City. The focus was to redesign the vertical roadway profiles to meet sight distance criteria for a 30-mph design speed and to provide for stormwater conveyance across the redesigned roadway for events up to and including the 100-year storm, including design for local street drainage. AMEC provided roadway vertical curve design, culvert design, scour revetment, surveying and utility protection/relocation design. Mr. Coronel provided culvert and scour revetment design and was the Engineer of Record for the culvert plan and profile sheets.

Culvert and Drainage Analysis and Repair, Arizona Army National Guard, Florence Military Range, Town of Florence. Mr. Coronel was responsible as project engineer to conduct a surface hydrologic analysis along a stretch of a range access roadway to determine the adequacy of 11 existing CMP culvert locations and the need for additional engineered flood water conveyance solutions or non-structural improvements to allow for the safe passage of flow. The 10-year, 25-year and 50-year recurrence intervals were considered. To fulfill the project goals and objectives AMEC completed a data collection task, performed a conditions and adequacy assessment of the existing drainage features and structures and completed designs, plans and specifications for any required rehabilitation or construction of drainage facilities. As a result of the recommendations made in the final drainage report two of the most critical crossings have been rebuilt. Mr. Coronel prepared and sealed the final drainage report and provided engineering support during the construction phase of the project.

Fox Wash Improvement Plans and LOMR, City of Bullhead City. The project consisted of the design of approximately 3,500 lineal feet of vertical wall concrete drainage channel and 3,000 lineal feet of soil cement levee construction. The upper reaches of the Fox Wash improvement are within an alluvial fan, requiring careful attention to sediment transport and hydraulics. A Section 404 permit was required. All of the washes are located on steep slopes that required design of drop structures and energy dissipation systems. The project included survey, right-of-way documents, hydrology, hydraulics, construction documents, sediment transport. The channel and levee construction was completed and a LOMR request was prepared, submitted to FEMA and approved.

Yichun Xu, PhD, PE

Hydrology/Hydraulics

Education
Ph.D – Engineer, Fluvial Hydraulics, 1998, University of Stuttgart, Germany

M.S. River Hydrodynamics, 1989, Tsinghua University, China

B.S. Civil Engineering, 1982, Dalian University of Technologies, China

Certifications/Registration
Registered Professional Engineer, Arizona (#44746), 2006

Memberships
ASCE, IAHR, AFMA

Years with AMEC
4

Years of Experience
27

Professional Summary
Dr. Xu is a Senior Water Resource Engineer with a wide range experience in the water resources field including river engineering, hydraulics, hydrodynamics, erosion and sedimentation control, sediment transport, river morphology, surface runoff analysis and hydrology. Her fields of specialization includes fluvial hydraulics, sediment transport and local scour analysis, numerical modeling of fluid dynamics and river morphodynamic process, and floodplain delineation. Dr. Xu participated in development and application of one, two and three dimensional numerical models (CCHE2D, CCHE3D) to simulate surface flow, sediment transport and river morphodynamic processes, such as erosion and sedimentation, bank erosion, channel migration, local scour around bridge piers for river management projects, channelization, river revitalization and rehabilitation. She has a broad experience in the use of hydrologic and hydraulic computer models including HEC-1, WMS, HEC-HMS, FLO-2D, HEC-RAS, STORM-CAD, CCHE-2D and CCHE-3D, HEC-6, RUSLE2. She has over 27 years of professional experience working for states and governments in the United States, Germany and China.

Relevant Projects
USACE Critical Infrastructure Security Program (CISP), Dam Break Analysis. San Antonio Dam, Los Angeles County and San Bernardino County, California. USACE Office of Homeland Security (OHS) has tasked the Hydraulics and Hydrology (H&H) Community of Practice to develop and execute, a dam break flood inundation mapping initiative on USACE water resources projects (dams). This effort supports National critical infrastructure protection responsibilities led by USACE under the USACE Critical Infrastructure Security Program (CISP). AMEC develops updated dam break flood inundation mapping and estimating populations at risk and economic impacts. Dam break inundation mapping is intended to be a planning and a response tool to determine the effects of a dam break scenario. Therefore, inundation maps are expected to be utilized by a wide range of end-users. Dr. Xu's been involved in this project and performed the dam breach route analysis using the FLO-2D model.

Independent Technical Design Reviews of Upper Clear Boggy Creek FRSs 33 & 34, OK, Fort Worth Design Center - Natural Resource Conservation Service. Principal Reviewer. Dr. Hansen led a team of technical experts in the performance of independent dam rehabilitation design reviews for two embankment FRS structures in the state of Oklahoma. The reviews were completed to ensure that design and construction procedures, and decisions, reflected safety considerations as well as economy. Work tasks associated with the independent reviews utilized the disciplines of geotech, hydrology, hydraulics, and structural engineering to ensure that the designs: addressed all potential dam safety deficiencies, safely and effectively met the stated design objectives, addressed unique site conditions, were consistent with industry dam safety practices, and generally complied with, or had appropriate variances to the more stringent of NRCS or applicable Oklahoma Water Resources Board (OWRB) policies and criteria.

Missouri Floodplain and Emergency Management Services, SEMA. Platte and Clay County, MO. Project Engineer. AMEC provides statewide FEMA MAP Modernization services in 40 counties, including 14 that intersecting with Missouri River. Dr. Xu participates this project and performs the hydrologic analysis for Todd Creek watershed (18 sq. miles) using ArcHydro, HEC-HMS and WMS models. She also performs the hydraulic analysis and delineates over 60 mile floodplain and floodway for Todd Creek, First Creek, Grove Creek, Owens Creek, Rocky Branch and Polecat for Platte and Clay Counties utilizing the HEC-GeoRAS, HEC-RAS, AFG models for FEMA submittals.

Un-named Wash 13 LOMR, Mohave Valley, Mohave County. Project Engineer. FEMA has re-studied the project area and determined that the floodplain was remapped as Zone AO. The area was mapped as Zone A floodplain on the effective FIRM panel 0400582445C dated September 16, 1988. The topographic mapping prepared in August of 2002 did

not accurately depict the existing ground conditions within the study area. Mohave County has prepared one-foot contour interval topographic mapping will be used in support of this LOMR submittal. Dr. Xu is performing the hydrologic analysis for Unnamed Wash 13 using the DDMSW model of Mohave County and HEC-1 models, and performing hydraulic analyses using the FLO-2D to delineate the floodplain and hazard areas, and to determine the split discharges at critical locations for the channel capacity and stable evaluations and floodplain delineations in detail using HEC-RAS models.

Air Industrial Park, Lake Havasu City. Project Engineer. The project is to provide seven developable pads with circulating roadways and utilities over a property of 19 acres. The project site is within a FEMA effective floodplain, Zone AO and will impact waterways. A Section 404 permit from USCE was required. Ms. Xu analyzed hydrological conditions for the watershed including Wing Mine Wash and Desert Wash. She analyzed sediment transport using HEC-6, estimated sediment yield and predict sediment delivery potential using RUSEL and RUSEL2. By using the FLO-2D model, she simulated the alluvial fan flooding, and evaluated and compared it with the effective floodplain zoning shown on the FEMA FIRM. She assessed the alluvial fan flooding hazard based on NRCS soil map, USGS surficial geologic map, USGS Topographic interpretation, historic aerial photo review and field observation for the CLOMR review.

Fox Wash, City of Bullhead City. Project Engineer. The project was developed due to major roadway improvements performed by ADOT through Bullhead City. The SR 95 improvements elevated the highway, creating concentrated drainage outfalls in lieu of the prior sheet flow regime. AMEC performed the design of approximately 3,000 ft of vertical wall concrete channel and 4,000 ft of soil cement levee construction to direct alluvial fan flow to the new box culverts under the highway. A Section 404 permit was required. Ms. Xu analyzed sediment transport to estimate the alluvial fan response to the channelization using HEC-6. She applied the FEMA fan program to determine the updated zone boundaries for LOMR, which is confirmed by FLO-2D modeling results later.

Scottsdale Rd South Drainage Corridor Improvement, City of Scottsdale. Project Engineer. The City of Scottsdale redeveloped the former Los Arcos Mall site located at the southeast corner of Scottsdale Rd and McDowell Rd. The redevelopment included re-grading of the site and various commercial structures which are part of the ASU/Skysong project. As a result of the redevelopment, stormwater runoff was collected and conveyed to the Indian Bend Wash.

US93 (Hoover Dam to MP17), ADOT, City of Phoenix. Project Engineer. US 93 is the primary transportation corridor connecting central Arizona to the northwestern regions of the state and is the primary route used for commercial and recreational traffic between the metropolitan areas of Phoenix and Las Vegas. Originally the roadway was constructed in the 1930's. AMEC provided the design of 15 miles of two new lanes of roadway, northbound or southbound, to complement the existing highway and provide a four-lane divided highway. AMEC provided professional engineering services for roadway design, drainage design, cost estimating and specs, utility coordination, and survey services. Dr. Xu analyzed hydrological conditions using HEC-1 model and rational method; perform culvert hydraulic analysis using HY8 and BCAP; and designed median drainage system and culvert outlet erosion protections. Dr. Xu performed the analyses of bridge scour and deck drainages for bridge and wildlife crossings.

CM@Risk Design Services for Price Rd at Germann Rd Improvements, City of Chandler. AMEC provided design services for the widening of approximately one mile of Price Rd. Includes roadway design, waterline design, drainage design, landscape design, survey, traffic striping and future interconnect for traffic signal. The design will be coordinated with ADOT. The improvement of Price Rd ranges from the new Santan 202L at the end of the Price 101L in the City of Chandler. Currently there are two lanes in each direction with approx 34' wide curbed median, and this road will be widened to six lanes and required to stay within ROW. All existing drainage utilizes local retention basins with slotted drains. Dr. Xu participated in the drainage design for this project. She evaluated the existing drainage and retention system, and designed and resized retention basins to satisfy the ADOT and city of Chandler drainage criteria for the improved road.

Christopher J. Courtney, RG, PG

Hydrogeological Engineering

Professional Summary

Mr. Courtney has over 13 years of experience in groundwater research and supply studies, as well as environmental investigations related to water quality and water treatment. His areas of expertise include groundwater supply investigations in support of demonstrating assured and adequate water supplies, permitting assistance for obtaining Certificates of Assured Water Supplies, groundwater flow and contaminant transport modeling, production well services (well siting, design, aquifer and groundwater quality testing, construction management, etc.), managing large-scale well drilling and sampling programs, investigating well bio-fouling issues and implementing well rehabilitation programs to treat affected well systems, investigating and improving groundwater remediation systems, treatment wetland design and Operation & Maintenance (O&M), exploration geology and hydrogeology, geophysical analysis (down-hole, seismic, and electric), geochemical interpretations, and well abandonment permitting and design. Mr. Courtney also has extensive water quality research experience related to springs, wells, and aquifers in Arizona, Nevada, California, and New Mexico. Mr. Courtney is proficient in a variety of software programs including MODFLOW, MODPATH, MT3D, & RT3D, Visual MODFLOW, AquaChem, Groundwater Vistas, Surfer, THWells, Dream, RockWare, and all standard Microsoft applications.

Relevant Projects

Deep Exploratory Boring Potable Water Supply Investigation, City of Avondale. Senior Hydrogeologist and Project Lead: Evaluated data obtained from the drilling and zonal testing of two 1,500-feet deep exploratory borings for the City of Avondale. The exploratory program was conducted to evaluate the feasibility of drilling and constructing future drinking water supply wells from a deeper section of the unconfined alluvial aquifer with potentially better water quality than the shallow section of the aquifer with the end objective being to avoid well head treatment for nitrate, arsenic, total dissolved solids, and/or fluoride. The data indicated a promising water supply with improved water quality, but was not extensive enough in the investigated area to warrant production well drilling and construction. Additional deep exploratory borings were therefore recommended to further evaluate the deep aquifer system. The City of Avondale is awaiting the completion of an updated Water Resources Master Plan to determine if deep aquifer drilling and testing will be a preferred alternative for future City water supplies.

Well Liner Modifications, Aquifer Testing and Final Pump Recommendations for the Mt. View Well, City of Avondale. Project Manager & Senior Hydrogeologist. Managed and provided senior oversight of well liner modifications to mitigate well sanding conditions at the Mt. View Well. Mr. Courtney also developed the scope of work and managed and oversaw an 8-hour step pump test, and a 24-hour constant rate aquifer test following the liner modifications to derive optimal estimates for long term well production capacity and permanent pump design recommendations.

Well Abandonment, City of Avondale Well 55-604520 ("Old Well No. 25"), City of Avondale. Project Manager. Managed the successful abandonment of the decommissioned City of Avondale production well 55-604520 ("Old Well No. 25"). Abandonment activities included coordinating underground utility clearances of the site, evaluating competitive subcontractor bids, selecting and coordinating with the drilling contractor, and managing junior staff

Education

BS, Geosciences, University of Arizona, Tucson, AZ – 1995

Geology Field Camp, Northern Arizona University, Flagstaff, AZ – 1994

Certifications/Registration

Registered Geologist, AZ No. 40811, 2004

Professional Geologist, NE No. G-0294, 2005

Professional Geologist, VA No. 2801-001648, 2004

ACEC LEAP 2005 Graduate

MSHA 16-Hour

OSHA (HAZWOPER) 40-Hour

OSHA (HAZWOPER) 24-Hour Site Supervisor

CPR & First Aid

Memberships

Arizona Association for Economic Development

Arizona Hydrological Society

American Public Works Association

Arizona Geological Society

Rural Water Association of Arizona

Years with AMEC

2

Years of Experience

13

personnel to ensure successful completion of well abandonment activities. Mr. Courtney also assisted with the ADWR permitting process and prepared the final abandonment report.

City of Flagstaff 100-Year Water Availability Groundwater Modeling Study, City of Flagstaff. Project Manager: Responsible for all phases of project management, including senior technical oversight, budgeting, staffing, scheduling, and project deliverables. When completed, the study and resulting 3-D groundwater model of the ½-northern portion of Arizona will provide the City of Flagstaff with a critical planning tool to manage and expand their groundwater and water reuse for the next 100 years. Over 10 stakeholders involved requiring numerous public presentations and interfacing with government, public, and private entities. Project slated to begin in late November 2009.

Lake Havasu City Vadose Zone Injection Well Project, Lake Havasu City. Senior Hydrogeologist: Provided senior technical/final review of an O&M manual and a groundwater modeling (mounding) analysis for a new vadose zone injection well field. When completed, the well field may contain up to 22 vadose zone injection wells for the discharge of A+ treated effluent, and later aquifer storage and recover for the City's use.

Publications/Presentations

Presentation for the Nevada Chapter of the American Public Works Association (APWA) Conference, Mesquite, NV. Well Bio-Fouling and the Value of Chemical Rehabilitation – A Case Study of Rehabilitation of Four Water Supply Wells at the Rio Salado Habitat Restoration Project Site, Phoenix, Arizona. Christopher J. Courtney, R.G., Fall 2005.

Proceedings for the 12th Biennial Symposium on the Groundwater Recharge, Tucson, AZ. Well Bio-Fouling and the Value of Chemical Rehabilitation – A Case Study of Rehabilitation of Four Water Supply Wells at the Rio Salado Habitat Restoration Project Site, Phoenix, Arizona. Gary M. Gin, R.G., Christopher J. Courtney, R.G., and Michael Schnieders. June 8-11, 2005.

Proceedings of the 17th International Radiocarbon Conference, Jerusalem, Israel. Sample Preparation of Dissolved Organic Carbon in Groundwater For AMS 14C Analysis, Radiocarbon. Burr, G.S., J.M. Thomas, D. Reines, D. Jeffrey, C. Courtney, A.J.T. Jull, and T. Lange. An International Journal of Cosmogenic Isotope Research. v. 43, no. 2A, 2001. pp. 183-190. June 18-23, 2000.

Science Magazine, American Association for the Advancement of Science. Isotopic Evidence for a Terrestrial Source of Organic Compounds Found in Martian Meteorites Allan Hills 84001 and Elephant Moraine. Jull, A.J.T., C. Courtney, D.A. Jeffrey, and J.W. Beck, 1998. v. 279, no. 5349, pp. 366-369. January 1998.

Proceedings of the 7th International Accelerator Mass Spectrometry (AMS) Conference, Tucson, AZ. Radiocarbon Dating of Dissolved Organic and Inorganic Components in Groundwater. Burr, G.S., J.M. Thomas, and C. Courtney. May 20-24, 1996.

Shanda L. Wagner

Hydrogeological Engineering

Professional Summary

Ms. Wagner is an environmental scientist with over seven years of experience conducting and field managing environmental, geotechnical, and water resource projects for local, state, federal government, and confidential clients in Arizona and Canada. Environmental field experiences include installation of soil vapor and groundwater monitoring wells and soil, soil vapor, and groundwater sampling. She is familiar with borehole and test pit sampling and logging of soils and rock cores using various drilling methods such as hollow stem auger, HQ-wireline, air rotary (Tubex and Air Percussion) and Rotosonic techniques for geotechnical and environmental investigations. She is also familiar with zonal sampling and step tests for groundwater wells. In addition, she is experienced with GPS, GIS, and AutoCAD capabilities.

Education

B.S./2002/Geological Engineering/University of Arizona

Certifications/Registration

OSHA, 40-Hour Hazardous Waste Operations and Emergency Response, 2003

OSHA, 8-Hour Annual HAZWOPER Refresher, 2009

OSHA, 8-Hour HAZWOPER Supervisor Training, 2007

MSHA, 8-Hour Annual Refresher, 2009

American Red Cross Standard First Aid and Adult CPR Training, 2009

Memberships

Environmental Professionals of Arizona (EPAZ)

Association of Engineering and Environmental Geologists (AEG)

Years with AMEC

7

Years of Experience

7

Relevant Projects

Kearl Oil Sands Project, Alberta, Canada. Ms. Wagner assisted with groundwater sampling and pump testing of several groundwater wells during the Athabasca Field Program. Assisted with data downloads and field coordination.

Avondale Wells 21, 22, and 25, Maricopa County, City of Avondale. Ms. Wagner prepared boring logs of boreholes according to USCS standards for well designs and assisted with zonal sampling for well production.

Coolidge Generating Station, Pinal County, City of Coolidge. Ms. Wagner prepared boring logs of borehole according to USCS standards for well designs and assisted with zonal sampling for well production.

Tom Mix Compressor Station, El Paso Natural Gas, City of Oracle. Ms. Wagner conducted an 8-hour well test and collected groundwater samples for analysis of various parameters.

Focused Remedial Investigation, Confidential Client, City of Phoenix. Ms. Wagner field managed a Focused Remedial Investigation with coordination with the client, EPA, ADEQ and local permitting agencies for required permits prior to field investigations. She has supervised several soil gas investigation surveys and trenching activities. Field managed drilling, installation, development, completion, and sampling of groundwater and soil vapor monitoring wells. She has also assisted with the preparation of Technical Memorandums for additional site investigations, correspondences to the EPA, and the Focused Remedial Investigation Report detailing field investigations and data analyses. Currently, she is assisting with the draft submittal of the Focused Remedial Investigation Report.

Remedial Investigation, Confidential Client, City of Goodyear. Ms. Wagner assisted with the groundwater investigation phase within a superfund site. She has supervised drilling, sampling, installation, development, and aquifer testing of groundwater monitoring wells. In addition, she has assisted with soil and soil vapor sampling for the Phase II portion of the project.

Cave Creek Landfill, Maricopa County, Town of Cave Creek. Ms. Wagner assisted with deep soil vapor sample collection of the Cave Creek Landfill including oversight and costing analysis for additional activities.

Former Tungsten Ore Mill, City of Tucson. Ms. Wagner assisted with the site characterization of a former tungsten ore mill site as part of the Brownsfield Cleanup program. Soil samples were collected for geotechnical and environmental purposes.

Camp Navajo OD/OB Areas, ARNG-Williams. Ms. Wagner supervised drilling activities and collected soil samples on a military reservation for laboratory analysis. Collection of samples included surface sampling and using hollow stem auger drilling methods according to ASTM and ADEQ standards of practice. In addition, she assisted with the collection of semi-annual groundwater samples using low flow techniques.

Gilbert Rodeo Park Landfill Gas Monitoring, Maricopa County, Town of Gilbert. Ms. Wagner assisted with soil sample collection and test pit logging in the initial phase of the project. She has performed an on going quarterly air quality monitoring, data collection, soil vapor sampling of methane gas concentrations. In addition, she has assisted in the preparation of quarterly reports.

LUST File Review, Arizona Department of Environmental Quality, City of Phoenix. Ms. Wagner assisted with the review of Leaking Underground Storage Tanks (LUST) cases to determine closure eligibility based on the ADEQ Tier I and Tier II Risked Based Analysis. She also compiled a data base for all LUST cases reviewed for submittal to ADEQ program management.

South Mountain Transportation Corridor Hazardous Materials Investigation, HDR Engineering/Arizona Department of Transportation, City of Phoenix. Ms. Wagner has assisted in the technical analysis and preparation of the hazardous materials evaluation based on GIS database for an Environmental Impact Statement. The project has included identifying potential environmental hazards, categorizing the hazards according to a high, medium, or low priority in support of an alternatives analysis.

Remediation Activities, Former Southwest Roofing, City of Phoenix. Ms. Wagner assisted with quarterly sampling of the soil vapor extraction and air sparge (SVE/AS) system installed at the site, which was associated with a leaking underground storage tank (LUST). Quarterly sampling included collection of groundwater and soil vapor samples to determine the effectiveness of the remediation system.

Remediation Activities, Former Levitz, City of Phoenix. Ms. Wagner assisted with quarterly sampling of the dual phase extraction system installed at the site, which was associated with a leaking underground storage tank (LUST). Quarterly sampling included collection of groundwater samples to determine the effectiveness of the remediation system.

Site Characterization, Arizona Department of Environmental Quality, City of St. Johns. Ms. Wagner supervised drilling activities and conducted environmental sampling for a site characterization investigation according to ASTM and ADEQ standards of practice. In addition, she assisted with the preparation of the Site Characterization Report.

Phoenix Mine, Cave Creek Sampling Program, Town of Cave Creek. Ms. Wagner assisted with collection of samples at a former leaching pit for laboratory analysis. Collection of samples included surface sampling and using hollow stem auger drilling methods according to ASTM and ADEQ standards of practice.

Military Range Restoration, ADEMA, Town of Florence. Ms. Wagner assisted with field restoration activities on a military reservation, which included preparation and field management.

Site Characterization, Phoenix Financial Center, City of Phoenix. Ms. Wagner supervised drilling activities and conducted environmental sampling for site characterization investigation according to ASTM and ADEQ standards of practice. She also assisted with the preparation of the Site Characterization Report.

SR 303 Happy Valley Road to Lake Pleasant Parkway, City of Phoenix. Ms. Wagner performed field investigations which included soil logging and sampling of boreholes according to USCS standards with tubex, air-percussion hammer, and soil coring using HQ-wireline techniques.

SR 95 Hoover Dam Bypass (Hoover Dam to MP 17). Ms. Wagner performed field investigation which included rock core logging of boreholes and sample collection using HQ-wireline techniques.

SR 77 Christmas Design Segment, Town of Winkelman. Ms. Wagner performed field investigations which included soil logging and sampling of boreholes according to USCS standards with tubex, air-percussion hammer, and soil coring.

Scott Hershberger

Hydrogeological Engineering

Professional Summary

Mr. Hershberger has over four years of experience in the environmental regulatory and compliance industry. His primary experience includes various aspects of permitting and compliance with state and federal water quality regulations, and National Environmental Policy Act (NEPA) documentation. Mr. Hershberger has developed a range of pollution prevention and best management practices plans required under various state and federal programs. Prior to coming to AMEC, Mr. Hershberger was with the Arizona Department of Environmental Quality in the Water Quality Division.

Education

B.S., Environmental and Natural Resource Economics, West Virginia University, 2005

B.S., Turfgrass Science, Pennsylvania State University, 2001

Certifications/Registration

Certified Erosion, Sediment, and Stormwater Inspector (CESSWI), 2008

Erosion Control Coordinator (E.C.C.) Arizona, 2007

OSHA, 40-Hour Hazardous Waste Operations and Emergency Response, 2007

Memberships

Arizona Floodplain Managers Association

American Institute of Hydrology

Years with AMEC

3

Years of Experience

4

Relevant Projects

Water Resources Field Activities

Well Evaluation, City of Avondale. Mr. Hershberger provided field support for two City of Avondale exploration well locations. Field efforts included conducting and recording periodic water level measurements and water quality parameters, and obtaining zonal water quality samples for analytical analysis during initial well exploration.

Well No. 22 and 25 Installation, City of Avondale. Mr. Hershberger provided field support for the development of the City of Avondale Well No 22. Field efforts included conducting and recording periodic water level measurements and water quality parameters, and obtaining zonal water quality samples for analytical analysis during initial well development.

Well No. 55-608733 Modification, City of Avondale. Mr. Hershberger provided field support for the City of Avondale Well 55-608733 modification and aquifer testing in Avondale Arizona. Field efforts included conducting test pump drawdown step testing and constant rate testing. Mr. Hershberger conducted field measurements and observations during the pump test phase of the project.

Water Quality Regulatory Compliance

Maricopa County Stormwater Audit. Mr. Hershberger recently completed a stormwater audit of over 300 facilities owned and/or operated by Maricopa County in Arizona. The stormwater audits were conducted in support of the County's compliance with their AZPDES Phase II requirements of the CWA, and their Stormwater Management Plan (SWMP) at individual facilities. The audit included the development of a comprehensive report documenting identified deficiencies and provided recommendations for addressing findings. In addition, a thirty-year operational budget was developed to assist the County in the allocation of funding for the implementation of their stormwater program. Where identified, regulatory related financial liabilities were noted under the reporting criteria of the Governmental Accounting Standards Board (GASB) statement 49 "Accounting and Financial Reporting for Pollution Remediation Obligations."

SR 143 Traffic Interchange Geotechnical Investigation. Mr. Hershberger has developed and implemented the Stormwater Pollution Prevention Plan (SWPPP) for compliance with the AZPDES Construction General Permit for stormwater discharges in support of the geotechnical investigation of the State Route 143 Traffic Interchange. Mr. Hershberger has conducted site inspections to evaluate the projects compliance with permit regulations, identified deficiencies in site stabilization, and prescribed corrective measures to ensure permit compliance.

Western Refining – Gallup Refinery SWPPP. Mr. Hershberger developed an updated SWPPP for the Western Refining - Gallup Refinery. The SWPPP was developed for compliance with the federal 2008 Multi-Sector General Permit (MSGP) for Stormwater Discharges from Industrial facilities. The SWPPP prescribed stormwater Best Management Practices (BMPs) to comply with the permits regulations, as well as laying out the framework for monitoring, inspection, and reporting protocols.

NEPA Document Preparation

Environmental Information Document, Wastewater System Expansion Program Conventional Gravity Sewer Collection System, Lake Havasu City. Mr. Hershberger prepared an Environmental Information Document (EID) update for the second five-year period of Lake Havasu City's Wastewater System Expansion Program. The EID was prepared in accordance with the Arizona Water Infrastructure Finance Authority's guidelines to comply with NEPA guidelines.

Economic Analyses

Economic Cost Benefit Analysis, Magma FRS Rehabilitation. Mr. Hershberger prepared a quantitative economic cost benefit analysis in support of the structural rehabilitation of the Magma Flood Retarding Structure (FRS), in the vicinity of Florence, Arizona. The analysis was prepared for the Magma Flood Control District and is a requirement for obtaining federal funding of watershed rehabilitation projects. The analysis was conducted to assess the economic benefit of the FRS by calculating damage reduction to downstream structures, contents, and infrastructure. The analysis evaluated potential downstream flood damages to residential, commercial and industrial operations, agricultural operations, and the Central Arizona Project (CAP) canal. The analysis compared the costs of four potential rehabilitation alternatives to damage reduction benefits over a period of 103 years. It was conducted in accordance with NRCS principles and guidelines for water resource studies.

EA of New Facilities at Yuma International Airport, Yuma, Arizona, Merrick & Company/TEPA/Department of Homeland Security. Mr. Hershberger contributed to the of an EA to address the Department of Homeland Security Air and Marine Section's construction of new facilities and operations at the Yuma International Airport. The proposed action includes construction of facilities needed to fly and maintain helicopters and fixed wing aircraft and the operation of that aircraft for border security activities. Mr. Hershberger developed the socioeconomic section of the EA, which included an analysis of the potential impact to the surrounding economy, using the Economic Impact Forecast System, and economic model facilitated by the USACE.

Brian R. Sovik, GISP

Geographic Information Systems (GIS)

Education
MPA/1997/Bowling Green State University

BA/1996/Bowling Green State University

Certifications/Licenses
Geographic Information Systems Professional (GISP) – GIS Certification Institute

Memberships
Arizona Public Land Surveyors Association (APLS)

Arizona Urban and Regional Information Systems Association (URISA)

National Urban and Regional Information Systems Association (URISA)

Geographic Information Systems Certification Institute

Years with AMEC
5

Years of Relevant Experience
17

Professional Summary

Mr. Sovik has been working with GIS since 1993 and is currently, the GIS Manager in Tempe, Arizona. Expertise is in managing, developing, and implementing geospatial solutions. Successful past performance includes professional GIS related services for dozens of clients throughout the United States and Caribbean. In summation, Mr. Sovik's broad GIS experience includes project management, technical writing, training, data development, database design, as well as information technology consultation.

Mr. Sovik has performed a variety of GIS services with a wide array of related technologies. Having completed work at all levels of size and scope the following are a list of technical core skills:

GIS Software; ESRI suite of applications, ArcGIS Server, ArcInfo Desktop and Workstation 4.x through 9.x, ArcView 3.x, through 9.x (including ArcMap, ArcCatalog, and ArcToolbox, Spatial Analyst, 3-D Analyst, and Network Analyst), ArcIMS, ArcExplorer, ArcPad, ArcPad Application Builder, ArcSDE, MicroStation, The GTG/HTE Product Suite, The SDS DREAM Application Suite, AutoDesk, AutoCAD, FME Ice 3, ERDAS, Topcon, and Idrishi

Database Software; DB2, Microsoft Access, Microsoft SQL, Geodatabase Design and Implementation.

Relevant Experience

Arizona Corporation Commission. Project Manager where a ArcGIS Server technology has been used to provide intranet access to over 100 users. CAD information made available was converted to ArcGIS Geodatabase format.

Town of Queen Creek, 5-Year GIS Strategic Plan. Project Manager for Town's Strategic GIS Implementation Plan. Planning process entailed the interviewing of seven key departments, organizational review, data analysis, and GIS architectural recommendations.

Mohave County Flood Control District. GIS Project Manger overseeing data management and quality assurance processing. Georectification of FIRM panels and GIS Analysis on data quality. Parcel attribution of integral information such as base flood elevations.

COP GIS Support, City of Phoenix Aviation. Managing environmental database for City of Phoenix Aviation Division. Database review report completed and database is being updated on a quarterly basis. Database includes well data, storage tank data, as well as basic GIS layers. Database review report conducted as well as a GIS Project portal using ArcIMS.

Stormwater Drywells, Arizona, Target Corporation. Compilation of field collected data, aerial imagery, and drainage input for final reports and recommendations to client. Work was completed using ArcGIS software.

La Paz County 90 Acres, The Genesis Group, LLC. Provided GIS support and staff management for the project's proposed land to be developed. The 90 acre parcel is located near Ehrenberg, Arizona which is adjacent to the Colorado River. AMEC E&E's services included delineation of potential waters of the United States, which are considered jurisdictional under Section 404 of the Clean Water Act. Impacts to waters of the United States are regulated by the USACE. Integration was required for AutoCad, Geodatabase and GPS field collected data.

I-17 Climbing Lane Study, Stanley Consultants, Inc. Compilation of geological features, Interstate, cross-cuts, and topographic features into a GIS. Data once compiled was used for reporting and analysis to support decision making process for engineers on road widening project.

Air Program Title V, Luke Air Force Base, Department of the Air Force Base. GPS training for ArcPad and the Trimble GeoXT. Data layer of all air sources unverified and merged with attribute information. Data layer of all air sources verified in the form of an ESRI shapefile and in a Personal Geodatabase (.mdb) Project Portal with ArcIMS interface for data sharing and enhanced project management through a higher level of communication.

Southwest Gas Weld Mapping, City of Phoenix. GIS Project Coordinator, responsible for GPS data collection oversight and final data processing for data dissemination. Responsible for QA/QC of data, training of welding inspectors on GPS handheld devices, database design, and the integration of a secure project management website using ArcIMS.

Rudy Stricklan, RLS, GISP

GIS Programs

Education
BS/ Mathematics, (Silver Diploma Honors)
Post-Graduate Studies, Geophysics

Certifications/Registration
Land Surveying, Arizona (RLS 10427)

Certifications: Geographic Information System Professional (GISP)

Memberships
State Chairman, Arizona Professional Land Surveyors Association

Executive Board Member, Arizona Geographic Information Council

Years with AMEC
<1

Years of Experience
30

Professional Summary
Mr. Stricklan is a pioneering Geospatial Professional, and has been involved in automated mapping and Geographic Information Systems (GIS) activities since 1972. He started his career after graduation at the Colorado School of Mines as the Production Manager for Technical Advisors, the first computerized mapping service bureau in Arizona.

Mr. Stricklan's key qualifications include: articulate technical executive presence and leadership that shows well at high levels, coupled with personal strengths in team building and motivation, effective, persuasive written and oral presentation skills, developed over thirty+ years of appearances before audiences ranging in size from small technical groups to international conference settings, the proven capability, acquired through fifteen+ years of operating Arizona's first GIS consultancy, to conceive, develop and profitably manage business units, and veteran developer/manager of innovative GIS geodatabases, applications and project implementations for medium and large-scale public-sector agencies.

Relevant Projects
Enterprise Geodatabase Design Project, City of Avondale. Mr. Stricklan was the geodatabase architect for Avondale's Enterprise GIS database, integrating over 100 data sources into a single Microsoft SQL Server spatially-enabled database. As such, he is intimately familiar with delivering geospatial data of all sorts into this database structure.

Maricopa County Assessor Parcel Adjustment Project. Performed under subcontract to Smart Data Strategies of Nashville, Tennessee, Mr. Stricklan led the project pursuit, shortlist presentation, and contract specifications, as well as developing the project technical approach and serving as onsite Project Manager for this analytic adjustment of the County's 1.55 million parcels to accurate survey control and digital orthophotography. Delivered on time and under budget, this large-scale engagement has been presented at several national GIS Conferences, as well as being selected as an International Association of Assessing Officers award recipient for Innovative Research (2009).

City of Kenner, Louisiana, GIS Needs Analysis Study. Mr. Stricklan was the Project Manager for this Study, performed onsite in Kenner, Louisiana. Mr. Stricklan personally conducted interviews with fourteen City Departments, and authored a comprehensive Needs Analysis Report that detailed the necessary implementation steps to develop a GIS Enterprise geodatabase to effectively manage Kenner's infrastructure assets in the wake of Hurricane Katrina's storm damage.

St. John the Baptist Parish, Louisiana, Needs Analysis and Recommendations for an Enterprise GIS. Similar in scope to the Kenner GIS Needs Analysis, Mr. Stricklan also conducted this study of eight Parish Departments and various other stakeholders in the aftermath of Hurricane Katrina. His final Report detailed a Parish-wide GIS implementation available to Departments and Parish citizens via a web mapping system.

City of Phoenix Land Geodatabase Design and Conversion. Performed under subcontract to Smart Data Strategies of Nashville, Tennessee, Mr. Stricklan was the onsite Project Manager for this engagement. The project scope involved Mr. Stricklan's interviewing 50+ stakeholders in eighteen City Departments, and synthesizing their input to design a comprehensive spatial database in ESRI ArcSDE Oracle RDBMS format that would serve as the City's Enterprise land geodatabase, covering over 650,000 parcels. As well, a re-designed data maintenance business process model was developed and implemented. Following guidelines developed by the Federal Geographic Data Committee, Mr. Stricklan's innovative design resulted in a high-performance database that is in daily use by several hundred City users, and web-browsed by thousands of citizens. This project has been highlighted in several industry publications, and presented at several national GIS Conferences.

Municipal Utilities & Public Works Departments Water GIS Implementation Reassessment Study for the City of Chandler. This project was commissioned to update the Water GIS data maintenance approaches in light of current technology and City business practices/organization. The process update study focused on examining existing workflows within six city departments and recommending flexible procedures that could adapt to changing information systems. Mr. Stricklan conducted the stakeholder department interviews, and prepared the staff interviews/gap analysis and final needs assessments/ recommendations reports. The GIS operational environment at Chandler is ESRI ArcGIS, back-ended by Microsoft SQL Server.

Maricopa County Flood Control District Automated Checking Procedures for Large-Scale Watershed Digital Terrain Models. Mr. Stricklan designed and supervised the development of ESRI ArcGIS programming that analyzed and created GIS error reports for mapping of large-scale watersheds. This process correlated LiDAR-produced topography and random check survey points to determine if an in-tolerance match was made between the developed Digital Terrain Model (DTM) and the actual ground elevation points. With this tool, the MCFCD was able to perform checking on several hundred square miles of mapping projects within hours as opposed to several weeks previously.

Mr. Stricklan is an experienced GIS entrepreneur, project manager and practitioner, delivering such GIS innovations as:

- Arizona's first and most accurate municipal GIS using enhanced coordinate geometry technology (client: City of Tempe, mid-1980s)
- a Hydrologic Database Design that has been emulated and cited nationally (client: Maricopa County Flood Control District, Arizona)
- self-refining cadastral measurement databases, pre-dating contemporary commercial approaches (ESRI Survey Analyst, Intergraph GeoMedia Parcel Manager) by over a decade (client: Salt River Pima-Maricopa Indian Community, Arizona, in 1996)
- large-scale cadastral geodatabase designs (City of Phoenix)
- pioneering technique of constructing Digital Terrain Models using Computer Numerical Control technology
- a nationally-published Cadastral Categorization schema
- conception and coordination of innovative funding programs for large-scale GIS projects, including inter-agency cost sharing agreements and securing government grants.

Lawrence Hansen, PhD, PE

Geotechnical

Professional Summary

Dr. Hansen has been with AMEC or its predecessor companies since 1983. His practice as a geotechnical engineer includes investigations, analyses and designs for a wide variety of projects. He has been responsible for highway, bridge, public works, industrial and mining projects in Arizona, California, Nevada, Utah, New Mexico and Texas. Dr. Hansen is a specialist in the design of excavation support systems, having been the primary designer for more than 70 earth-retaining structures in the western United States. More recently, Dr. Hansen's work has focused on the investigation and rehabilitation of dams and flood retarding structures.

Relevant Projects

I-17 Widening – Jomax Rd to SR 74; SR 303L/ I-17 Traffic Interchange Phase I, Stanley Consultants, Inc., City of Phoenix. Project Reviewer and Quality Assurance. The project includes roadway improvements along I-17 from approximately 2000 feet south of Jomax Rd to SR 74 and new bridges, elevated roadway and ramps for a future SR 303L/I-17 TI at the Lone Mountain Rd alignment. Mainline I-17 in this area is to be elevated approximately 25 feet above existing ground in the vicinity of the Lone Mountain Rd alignment. Five (5) new concrete bridge structures are planned to accommodate the future Lone Mountain Rd service interchange and the freeway-to-freeway system interchange with SR 303L. Other aspects of the project include an at grade detour for I-17 that will provide four general purpose lanes, two in each direction of travel and four large retention basins.

McMicken Dam Fissure Risk Zone Remediation (FRZR) Project, Maricopa County. Project Director. Initial work by AMEC at McMicken Dam in 2000 included an assessment of longitudinal and transverse cracking and other features, and the design of the remediation of breaches in the north dike of the structure. AMEC prepared the design plans and specifications for the repair of the dike. AMEC also provided construction observation and testing services. AMEC also completed extensive evaluation of earth fissuring and characterization of the Fissure Risk Zone at the south end of the structure using lineament analysis of low sun angle and conventional black and white photography, seismic refraction surveys, ground reconnaissance, trenching and detailed trench mapping. AMEC also used repeat-pass synthetic aperture radar interferometry (InSAR) to assist in this effort.

Subsequently, AMEC led the efforts of a team of consultants in completing alternatives analysis, risk assessments and other studies leading to selection of a preferred alternative to remediate the potential impact of earth fissures at the southern end of McMicken Dam. Final design components included construction of a dam extension, a 500-year flood control basin, a diversion channel and other channel structures. Design plans, construction specifications, a construction quality assurance plan, a design development report and a geotechnical investigation report for the FRZR were prepared under the leadership of AMEC. The project was successfully constructed in 2005, with AMEC serving in post-design and quality assurance roles.

Education

1979-83/ Assistant Professor / Arizona State University

1980 / PhD Civil Engineering / Stanford University

1975 / MS Civil Engineering / Oregon State University

1974 / BS Civil Engineering / Oregon State University

Certifications/Registration

Professional Engineer (Civil): Arizona #13872, California #C29238

Professional Engineer (Geotechnical): California #GE2020

Memberships

American Society of Civil Engineers (ASCE)

International Society for Soil Mechanics and Foundation Engineering

Association of State Dam Safety Officials

ASCE Geotechnical Division, Earth Retaining Structures Committee,

Member, 1982-1994; Chairman, 1992-1994

United States Society on Dams

Arizona Consulting Engineers Council, Board Member, 1Year of Exp

Years with AMEC

27

Years of Experience

36

U.S. 93 Hoover Dam Bypass Project, Mohave County, Arizona and Clark County, Nevada. Project Reviewer and Quality Assurance. The project included extensive analyses for several bridge structures including vertical and lateral capacity of drilled piers in rock, negative skin friction on drilled piers, external stability of mechanically stabilized earth (MSE) walls and the prediction of scour in rock. The 3.3 mile long project that included three sections: the Arizona Approach, the Nevada Approach and the Colorado River Bridge. The two approaches included seven bridges and numerous large cuts in rock up to 165 feet deep. The Colorado River Bridge included investigation in a steep walled canyon for an 1100-foot arch spanning the canyon and additional approach spans for a total bridge length of 1900 feet.

Phase II Structures Assessment Program, Flood Control District of Maricopa County. Project Director and Engineer. The causes of transverse and longitudinal cracking and other features observed at the Saddleback, Buckeye No. 1 and Vineyard Flood Retarding Structures, and at McMicken Dam, were evaluated. These evaluations have included investigation by test pit excavations and borings, review of construction history and engineering analyses. These studies have also included development and testing of methodologies for mitigation of cracking, regional studies of possible seismic impacts on the District's 22 structures, and evaluation of regional subsidence and earth fissuring on several of the structures.

Buckeye FRS No. 1 Interim Dam Safety Measures and Alternatives Projects, Maricopa County. The project included investigation of specific cracks and features by excavating test pits to expose and trace the cracks. The more detailed recent investigations built on the previous studies by completing detailed investigations of longitudinal and transverse cracking at four locations. Reports provided the details of the investigation, including detailed mapping of cracks encountered. Because a longitudinal crack was encountered below the central filter/drain, the structure was declared unsafe by ADWR. In conjunction with the District, NRCS and ADWR, AMEC developed plans and specifications for interim dam safety measures, which have been implemented at the four locations. Subsequently, AMEC was the lead consultant for a project that determined a preferred alternative for the disposition of Buckeye FRS No. 1, based on a detailed alternatives analysis, then completed a 15% design package for the alternative.

Subsidence Study, Northeast Phoenix, City of Phoenix. Evaluation of subsidence in a 25 square mile area of northeast Phoenix related to groundwater withdrawal. Pumping for more than three decades has resulted in groundwater table decreases of as much as 250 feet, which lowered the ground surface as much as seven feet. The initial study documented the geology and hydrogeology of the area based on well records and geophysical data. Subsidence was estimated based on detailed surveys and comparison with as-built information. A subsidence model was developed, and compared six years later to documented continuing subsidence. A key objective was to develop mitigation procedures for lost capacity in a major trunk sewer line.

Below Grade Parking Structure, Private Client, City of Scottsdale. The project included detailed evaluation of the causes of water infiltration into a four-level, 43-foot deep underground parking garage. The investigation included auger borings and detailed observations/mapping of the areas of distress within the structure, which included significant efflorescence on interior walls, flooding of maintenance/equipment rooms at all floor levels and flooding of a pedestrian tunnel. The areas of water damage were associated with areas of surface distress, including cracked and tilted walkways, pavement settlement and sinkhole features in landscaped areas. Inadequately designed surface and subsurface drainage features were determined to be the cause of the distress. As part of the study, alternatives for repair were developed and preliminary cost estimates prepared.

Spook Hill Flood Retarding Structure and Red Mountain Freeway Levee Dam Design, Stanley Consultants, Inc., City of Mesa. Design for the mitigation of embankment dam cracking of Spook Hill FRS and design of the soil cement Red Mountain Freeway Levee Dam. Activities included the preparation and submittal of Arizona Department of Water Resources application and coordination with the ADOT, the FCDMC and the Natural Resources Conservation Service. Technical components included granular filter design, dam penetration design, seepage analysis, slope stability, design plans and specifications, soil cement design, erodibility assessments, and construction QA/QC.

Brett Howey, PE

Geotechnical

Education
2000 / MSE Civil Engineering / Arizona State University

1999 / BS Geology / University of Nebraska at Lincoln

Certifications/Registration
Professional Engineer: Arizona #40220

Memberships
Association of State Dam Safety Officials (ASDSO)

American Society of Engineers (ASCE)

ASCE Geo-Institutes Standards Committee for Inspection of Existing Dams Guidelines

Society of American Military Engineers (SAME)

Years with AMEC
5

Years of Experience
15

Professional Summary

Mr. Howey is an Arizona registered civil engineer with experience in the construction and civil engineering fields primarily focused on dam safety, geotechnical appraisals, flood control, and planning disciplines, both in the public and private sectors. He currently holds the position of Unit Manager with AMEC responsible for overseeing the Tempe, Arizona geotechnical practice consisting of professional engineers and geologists, GIS technicians, field technicians, and CADD drafters. Public sector regulatory experience includes project management and performance of technical reviews of engineering reports and designs, dam safety inspections, and dam construction inspections. Mr. Howey has acted as a project manager and project engineer for large scale federal, county, and private partnered dam rehabilitation projects as well as other dam safety investigations, repairs, and development of standardized dam safety guidelines and procedures. Additional experience includes failure modes and effects analysis risk assessment, geotechnical site assessments and analysis, geologic hazard identification, authoring and implementation of Intergovernmental Agreements and Memorandums of Understanding, and advisement in the development and implementation of public dam safety programs.

Relevant Projects

Plains LPG Brine Ponds No. 1 & 2 – Emergency Action Plan, Maricopa County. Project Manager. Project components included the development of an Emergency Action Plan (EAP) for two contiguous 23 foot high embankment dams to minimize the potential for downstream impacts as a result of catastrophic dam failure. The EAP included procedures that establish timely and reliable recognition of emergency events, procedures for notification and hierarchy, instructions for flood operations, and provisions for materials and labor for use in an emergency. The EAP followed FEMA 64 guidelines by including an emergency notification flowchart, emergency detection, evaluation and classification of responsibilities, and dam breach inundation maps. AMEC utilized HEC-RAS to analyze and determine downstream inundation areas from a dam breach.

Maricopa County Wittmann Area Drainage Master Plan (FDCMC/Entellus). Project Manager. Project components included evaluation of regional land subsidence and earth fissure risks associated with McMicken Dam, McMicken outlet channel, and outlet wash. Geologic hazard assessment tools utilized included conventional low-sun angle aerial photography, InSAR satellite imagery, geologic mapping, geophysical surveys, field investigations, and computer land subsidence modeling. Additionally, provided dam technology and flood control advisement during the development, analysis, and screening of alternatives for the overall rehabilitation or replacement of the 10-mile-long earthen dam. Further activities include geotechnical appraisals of the project area to ascertain the depth of moisture-sensitive soils along the dam alignment.

Smucker Park Dam, City of Yuma. Project Engineer. Activities included geotechnical component design for a 30 foot high flood control embankment dam in accordance with the ADWR application requirements. Technical activities included granular filter design, dam penetration design, seismic earth pressure determination, and design plans and specifications.

Natural Resources Conservation Service (NRCS), Nationwide – A-E Indefinite Delivery Indefinite Quantity (IDIQ) for Dam Assessments, Design, Design Review and Construction Management. Program Manager. Administration of a 5-year, $10 million, national federal client IDIQ dam safety contract. Year 1 program activities have included dam assessments of over 120 dam structures positioned within 8 states across the central and eastern US. Dam assessments have included site inspections, ground and aerial survey data collection efforts, NRCS SITES modeling, dam breach and breach

inundation mapping, risk assessments, alternatives development, and cost estimates. Other activities include rehabilitation designs and dam design reviews funded through the American Recovery and Reinvestment Act of 2009.

Arizona Army National Guard, Town of Florence, Roadway Culvert Analysis and Repair Design Project. Assistant Project Manager and Project Engineer. Project tasks included the completion of a surface hydrologic analysis along a 3 mile long unimproved roadway to determine the adequacy of 10 existing CMP drainage culverts and determine the need for additional engineered flood water conveyance solutions or non-structural improvements to allow for the safe passage of a 6-hour, 25-year runoff storm event. Activities included data collection, conditions and adequacy assessment of the existing drainage features and structures, design plans and specifications for required rehabilitation and construction of drainage facilities and calculation of a cost estimate for future implementation of recommended solutions.

Buesing Corporation, City of Glendale, Banner Thunderbird Medical Center Parking Structure. Project Manager: Design and consultation during construction of a 20 foot high by 325 foot long soil nail and shotcrete faced excavation support system. Support system designs incorporated the surcharge resulting from an adjacent fire lane traffic way and accommodations for adjacent buried utilities.

Gila River Bank Protection Pre-design Project Preliminary Geotechnical Investigation, Perryville Road to Citrus Road, Maricopa County. Project Manager: Project activities included a geotechnical investigation to characterize geotechnical conditions that should be considered during pre-design of a bank protection system along the north side of the Gila River. Results of AMEC's site investigations, geological and geotechnical conditions observed along the bank, results of geological and engineering analyses, and discussions of foundation design considerations were provided.

Banner Thunderbird Medical Center Parking Structure, City of Glendale. Project Manager: Design and consultation during construction of a 20 foot high by 325 foot long soil nail and shotcrete faced excavation support system. Support system designs incorporated the surcharge resulting from an adjacent fire lane traffic way and accommodations for adjacent buried utilities.

Geotechnical Site Characterization, Wastewater System Expansion Program (WWSE), Lake Havasu City. Project Manager: Activities included the completion of 98 borings and associated laboratory testing along the proposed alignment of approximately 38 miles of sanitary sewer. Recommendations were provided for man-hole and pump station foundations, anticipated foundation settlements, excavatability, backfill requirements, trench wall stability, and special treatment recommends for expansive soils, collapsing soils, man-made fills and other moisture-sensitive materials that were present beneath the site.

Daniel Fréchette, PhD, PE

Geotechnical

Education
2000 / PhD / Arizona State University

1998 / MSE Civil Engineering / Arizona State University

1996 / BSE Civil Engineering / Arizona State University

Certifications/Registration
Professional Engineer: Arizona #37284

Memberships
Chi Epsilon - Honor Society for Civil engineers

American Society of City Engineers

Geo Institute

ADSC The International Association of Foundation Drilling

Years with AMEC
10

Years of Experience
10

Professional Summary

Dr. Fréchette is a geotechnical engineer with 10 years of experience in the consulting field. During this time, his work has focused in the areas of deep foundations, shoring, slope stability, settlement, and pavement design. In addition to work in these focused areas, he has performed seepage modeling and has been involved in various projects dealing with site characterization. Dr. Fréchette has been involved in a wide range of roadway, highway and transportation projects that range from local roadways to urban highway and interstate highway projects. He has successfully performed the duties of project manager and project geotechnical engineer on many projects. His experience includes development of detailed geotechnical scope and cost estimating activities, permit acquisition, planning and execution of site reconnaissance, development of geotechnical exploration and laboratory testing programs, design of foundations to support bridges and other structures, slope stability analysis, review of Mechanically Stabilized Earth (MSE) wall designs, and the design of pavement sections. In addition to investigation and design, Dr. Fréchette has experience in research of drilled shaft foundations for support of bridge structures.

Relevant Projects

I-17 Widening – Jomax Rd to SR 74; SR 303L/ I-17 Traffic Interchange Phase I, ADOT (as a subconsultant), City of Phoenix. The project includes roadway improvements along I-17 from approximately 2,000 feet south of Jomax Rd to SR 74 and new bridges, elevated roadway and ramps for a future SR 303L/I-17 TI at the Lone Mountain Rd alignment. Mainline I-17 in this area is to be elevated approximately 25 feet above existing ground in the vicinity of the Lone Mountain Rd alignment. Five (5) new concrete bridge structures are planned to accommodate the future Lone Mountain Rd service interchange and the freeway-to-freeway system interchange with SR 303L. Other aspects of the project include an at grade detour for I-17 that will provide four general purpose lanes, two in each direction of travel and four large retention basins. The improvements to I-17 from Jomax Rd to SR 74 section includes widening and reconstructing I-17 from approximately 2,000 feet south of Jomax Rd to SR 74. The freeway mainline will consist of six general purpose lanes, three in each direction of travel in addition to one high occupancy vehicle (HOV) lane in each direction separated by a concrete barrier. The proposed improvements will include removal of the existing I-17 asphalt pavement and constructing new Portland cement concrete pavement (PCCP) with a rubberized asphalt overlay. The improvements include the inside widening of the existing I-17 mainline NB and SB bridge structures over the CAP canal. In addition, the design for the median pier at Dove Valley Parkway is to be performed as part of the current project.

Sewer Improvement District No. 2 – City of Bullhead City. A geotechnical investigation was completed for a new sewage collection system consisting of approximately 26 miles of sewer line and two lift stations. The sewer lines varied from 8 to 27 inches in diameter installed to an average depth of 12 feet below grade. The sewer line passed under Highway 95 using the bore and jack method. The lift stations extended approximately 20 to 25 feet below grade and encountered shallow groundwater.

West Valley South 230 kV Transmission Line and Substation, Arizona Public Service, Maricopa County. The entire length of the planned West Valley South 230 kV transmission line is approximately 14.3 miles long. Segment 1 is approximately 9.5 miles in length and begins at the existing Southwest Valley 500 kV line and end at the intersection of Camelback Rd and Cotton Ln, where Substation TS3 is planned. Segment 2 begins at the new substation and terminates

at Loop 303 and Olive Ave. Recommendations for vertical and lateral load capacity of straight, drilled, cast-in-place piers for support of the transmission line towers were provided.

Vineyard Flood Retarding Structure (FRS) – Investigation of Cracking, FCDMC, Maricopa County. Investigation of seven areas of longitudinal cracking of the FRS embankment. In addition, a review of construction documents, cracking studies and other investigation of the FRS was performed. The main purpose of the investigation was to explain the probable causes of the cracking on the FRS.

Interstate-17/ Jomax Rd and Dixileta Drive Traffic Interchange Improvements, ADOT (as a subconsultant), City of Phoenix. Project Manager and Project Engineer responsible for overseeing all aspects of the project. The major project tasks were the development and performance of a geotechnical investigation, design analyses and report preparation for foundations and pavement for the design of traffic interchanges at Jomax Rd/I-17 and Dixileta Drive/I-17. The project includes approximately one mile of auxiliary lanes along I-17 and 4.3 miles of frontage road which includes two four-span bridges across Skunk Creek. The project also included two four-span bridges across Skunk Creek for the I-17 mainline.

Jackrabbit Trail – Thomas Rd to Yuma Rd (Preliminary), MCDOT, Maricopa County. Improvements to Jackrabbit Trail consisted of widening the existing roadway from a 2-lane roadway to a 4-lane roadway with curb, gutter and median. The bridge over the Roosevelt Irrigation District (RID) canal, located between Yuma Rd and Van Buren St, will be modified to account for the widened roadway. An existing drainage channel is to be modified to allow for the widening of Jackrabbit Trail. Stormwater retention basins also are planned. Information was provided for pavement sections, drainage channel improvements, modifications to the RID canal bridge and gradation and compaction requirements for fill material

Load Test – Dixileta Drive/I-17, ADOT, City of Phoenix. Project Manager and Project Engineer responsible for the preparation of a bid package and solicitation of bids, obtaining permits, observing instrumentation, construction and testing of the drilled shaft. A full-scale load test on a six-foot diameter and 40-foot long instrumented drilled shaft was performed to obtain detailed information on the load bearing characteristics of the site soils. Instrumentation consisted of strain gages, LVWDTs, tell tails, automated digital survey levels and Osterberg Cells were used to apply the load. Calliper logging was performed to obtain the geometry of the excavation and integrity testing was performed on the test shaft.

Happy Valley Rd – 35th Ave to I-17, City of Phoenix. Project Engineer responsible for the design of bridge foundations and obtaining geotechnical information for use in pavement design and scour depth determination. The main design aspects of the project were two four-span bridges approximately 500 feet in length over Skunk Creek.

SR 303L – MC 85 to Indian School Rd (Design Concept Report), MCDOT, Maricopa County. Project Engineer responsible for the preliminary design of drilled pier and spread footing foundations, and asphaltic concrete and Portland cement concrete pavements for the approximately six mile section of SR 303L

Grand Ave Traffic Interchanges at 67th and 75th Avenues, Aztec Engineering, Inc., City of Glendale, City of Peoria. Project Manager and Project Engineer. Main design aspects of the project included drilled shaft foundation design; spread footing design for retaining walls; preliminary design for tiebacks and soil nail walls; asphaltic concrete pavement structural sections including the use of geogrid for subgrade support; and external stability analyses for MSE walls.

Higley Rd Widening – Queen Creek Rd to Ocotillo Rd, Town of Gillbert (as subconsultant). Project Manager and Project Engineer. The existing Higley Rd within the project limits is a two-lane roadway (one-lane in each direction) without a median and curb, gutter or sidewalks. Higley Rd is to be widened to six lanes between the Ocotillo Rd alignment and Queen Creek Rd. Included, as part of these improvements, is the widening of the existing bridge over Queen Creek Wash. Higley Rd, south of the future Sonoqui Wash Bridge, will transition from the widened six-lane section back to the existing two-lane roadway. In addition, Queen Creek Rd between Higley Rd and the East Maricopa Floodway (EMF) Bridge, approximately one-third of a mile, is to be improved consisting of widening the southern portion (eastbound lanes) of the road.

Julianne Hamilton, PG

Environmental

Professional Summary

Ms. Hamilton's experience includes quality control, coordination of resources and project management oversight for Federal, State, municipal and commercial clients. She has more than 20 years experience as an environmental professional. Her responsibilities include business plan development and implementation, client management, financial management, quality control, and health and safety program implementation. Her technical experience includes field data collection, and evaluation, report preparation, presentation, and project/program management. Areas of expertise include: Department of Defense projects; state and federal superfund site investigations and remedial investigations/feasibility studies; state and municipal Brownfield redevelopment projects; underground storage tank (UST) release investigations and remediation; RCRA closures, corrective action and compliance issues; Subtitle D Municipal Landfill investigations and permitting; pollution prevention compliance and permitting; and environmental site assessments.

Relevant Projects

Leverton Brownfield Project, City of Avondale. Ms. Hamilton served as the Project Manager for this assessment project that was funded through a Brownfield State-Wide Assessment Grant, awarded to the City of Avondale from the Arizona Department of Environmental Quality. The Leverton property was utilized as a crop dusting landing strip and loading facility from approximately 1955 to 1990. The western portion of the asphalt-covered air strip is present on the western portion of the property in an east-west alignment. The western half of the property was utilized for pesticide loading, aircraft wash out, routine maintenance, and aircraft turn around. The Property is currently used for agricultural operations. Ms. Hamilton led the assessment activities, estimated costs for clean up alternatives, and coordinated the community outreach program.

Education

1989-90 / Graduate Studies, Hydrogeology / Ohio State University

1988 / BA Geology / The College of Wooster

1987 / Geology Field Camp – Black Hills, South Dakota / University of Toledo

Certifications/Registration

Registered Geologist: Arizona #31003

Certified Professional Geologist #9428

American Institute of Professional Geologists

Memberships

Society of American Military Engineers – Phoenix, Southern Arizona, and Southern Nevada Posts

Valley Forward Association, Board Member

Years with AMEC

10

Years of Experience

20

Site Investigation, Former Landfill at City of Avondale Facility Maintenance Yard. City of Avondale. Ms. Hamilton served at the Quality Assurance/Quality Control (QA/QC) Manager and Client Service Manager for investigation activities associated with a former buried landfill located on a 7 acre parcel. AMEC investigated the landfill to determine waste content and vertical and lateral extent, potential impacts to soil and groundwater, and landfill gas generation and migration. AMEC also conducted demolition surveys of the site buildings in preparation for demolition. AMEC conducted oversight of a removal action of a portion of the waste to facilitate installation of an unrelated pipeline. As part of the overall investigation, AMEC calculated waste volumes and prepared budgetary estimates to evaluate the feasibility of removal of the entire volume of waste as well as removal of a portion of the waste to facilitate a proposed road expansion.

Environmental Determination, Dysart Rd/I-10 Traffic Interchange Improvements, City of Avondale. Ms. Hamilton served as the QA/QC for an Environmental Determination associated with a traffic TI project. The TI involved the widening of Dysart Rd and improvements to I-10 entrance and exit ramps. Ms. Hamilton was responsible the hazardous materials component of the project, QA/QC on supporting technical reports, and regulatory and client interaction.

Phase I and II Investigations, City of Glendale, City of Glendale. Ms. Hamilton served as the Project Manager for a variety of projects for the City of Glendale. Activities included assessment of a proposed park site, water well station, airport tower, and community building. Ms. Hamilton also managed the environmental evaluation of the property and other environmental activities associated with development of the Coyotes Arena site. This included coordination with the owners of the Phoenix Coyotes, the site developer and general contractor for the project. One aspect included coordination of environmental information for a land exchange with Salt River Project.

City of Tucson Brownfields Program Technical Assistance On-Call Contract. Since 2005, Ms. Hamilton has served as a Project Manager and Contract Manager for this contract. AMEC is providing services to the City of Tucson Environmental Services Department for multiple sites being considered for re-development, including several parcels in the downtown area. These sites include properties such as a previous railroad depot and an automobile dealership that may have been impacted by historical storage and use of fuel and hazardous materials. Services provided by AMEC under this contract include Phase I ESAs, limited site investigations, human health risk assessment, soil sampling, soil vapor sampling, asbestos surveys, and environmental training for City of Tucson staff.

Environmental Investigation and Asbestos and Lead Surveys, City of Phoenix. Ms. Hamilton has served as Contract Manager for five years working for the City of Phoenix on three IDIQ contracts for architectural and engineering services and aviation services. Services have included work plan and quality project plan preparation, property assessment, due diligence, environmental studies, construction management, investigation and remediation design, as well as asbestos and lead services. Projects have included transportation corridor expansions, vacant park sites, UST sites, historical buildings, large city building renovations, and industrial sites.

Maricopa County Risk Management Department, Maricopa County. Since 2003, Ms. Hamilton has served as the Client Service Manager and Program Manager to Maricopa County. Services provided have included Phase I and II ESAs, UST removal, evaluation of a former truck stop, and evaluation of a newspaper printing facility in Mesa, Arizona

Environmental and Engineering Services, Luke AFB. Ms Hamilton has served as Client Service Manager for environmental, design, construction and planning projects at Luke AFB since 2005. Task orders have included Title V Air Permit Compliance and Permit Renewal, Pollution Prevention Plans, AFRC Fire Station Design, F-16 Static Display and Park Design and Construction, and BRAC EA for Aircraft Drawdown.

Ed Latimer, PhD, PE, CPSWQ

Environmental (Stormwater Management)

Professional Summary

Dr. Latimer serves as a Technical Director of Water Resources for AMEC, with over 20 years of experience in water resources engineering, stormwater management and permitting, and project management. His areas of expertise are municipal stormwater management, stormwater regulatory compliance (National Pollutant Discharge Elimination System and state-level permit programs), conservation engineering, erosion and sediment control, irrigation and drainage engineering, and development and implementation of stormwater utilities. He has publications in water policy, conservation and management of irrigation systems, and stormwater regulations; and is fully bilingual (professional level), Spanish and English.

Relevant Projects

Stormwater Management Services, City of Avondale. Served as Project Manager on this project to provide assistance in fulfilling various program elements of the City's Storm Water Management Plan (SWMP). Specifically, the project involved: 1) Developing an ordinance in regards to erosion and sediment control for construction sites and an ordinance for post-construction stormwater management in new development and redevelopment; as well as 2) Developing important components of an effective Illicit Discharge Detection Program, that is applicable and specific to the needs and conditions for the City. AMEC developed an Outfall Dry Weather Screening Protocol that covered: the regulatory background, allowable non-stormwater discharges vs. illicit discharges, field screening instructions, proper equipment use, maintenance and calibration, recommended SOP for identifying illicit discharges and connections, and health and safety considerations. AMEC also provided Avondale field personnel with training, consisting of both classroom setting education and a field demonstration at a City of Avondale outfall. The client was provided with a CD containing the Outfall Dry Weather Screening Protocol, inspection data sheets, and Outfall Dry Weather Screening training presentation materials.

Does it Make Sense (DIMS) Study, City of Avondale. The City is defined as "small" municipal separate storm sewer systems (MS4s) and permit-regulated under Phase II of the Arizona Pollutant Discharge Elimination System (AZPDES) stormwater program. The cost to implement this permit will continue to escalate over time as the City grows and the regulatory requirements of the permit become progressively more stringent. The City retained AMEC, with Dr. Latimer as Project Manager, to provide management consulting services to "broad-stroke analyze" the City's basis for a stormwater utility and to use this information to educate and make recommendations to City management on whether or not leveraging a stormwater utility is feasible and reasonable for the City, and if so, how best to proceed regarding its development and implementation.

AZPDES Stormwater Phase II MS4 Compliance. Served as Project Manager to develop a stormwater management program (SWMP) for Yuma County, City of Yuma, City of Avondale, City of Apache Junction, and Maricopa County to ensure compliance with the requirements of the Arizona Pollutant Discharge Elimination System (AZPDES) Small Municipal Separate Storm Sewer Systems (MS4s) General Permit as required by the National Pollutant Discharge Elimination System (NPDES) Stormwater Phase II Rule. The project effort involved extensive interaction with staff from the Small MS4, resulting in a thorough assessment of current programs and activities to identify those that could be easily leveraged to be part of the stormwater management program. The SWMP addressed each of the six minimum control measures being required by the Rule through a number of best management practices designed to reduce the discharge

Education

1991 / PhD Irrigation Engineering / Texas A&M University

1987 / MS Agricultural Engineering / Texas A&M University

1983 / BS Agricultural Engineering / Iowa State University

Certifications/Registration

Professional Engineer (Agricultural Engineering): Arizona #28822

Certified Professional in Storm Water Quality, Certificate No. 0190

Certified Professional in Erosion and Sediment Control, Certificate No. 4372

Memberships

American Society of Agricultural Engineers

American Society of Civil Engineers (ASCE)

International Erosion Control Association

American Public Works Association

Years with AMEC

8

Years of Experience

21

of pollutants from the Small MS4 to the maximum extent practicable. Each BMP included measurable goals, as well as the months and years, including any interim milestones, in which the Small MS4 would undertake the required actions. Existing ordinances (or regulations) were reviewed to determine how complete or applicable they were in relation to meeting the requirements for specific ordinances (or regulations) being required by the General Permit. The project also included the evaluation of potential program costs and funding strategies.

NPDES Multi-Sector General Permit (MSGP) Compliance. Served as Project Manager for the permitting of all regulated industrial facilities owned/operated by City of Avondale, City of Apache Junction, City of Flagstaff, City of Yuma, Yuma County, and Maricopa County. The project effort included the coordination of a site visit to gather data and observe existing on-site conditions, and subsequent development of a SWPPP for each regulated facility. A Notice of Intent for each facility was completed and submitted to the client for signature and submittal to the permitting authority. Permitted facilities included vehicle maintenance facilities, wastewater treatment plants, landfills (both active and closed). Has lead the development of over 30 industrial SWPPPs.

Post-Construction BMP Manual, ADOT, City of Phoenix. Served as the Project Manager and Technical Lead in the development of a Permanent (post-construction) Stormwater Best Management Practice (BMP) Manual, which will assist in the completion of the goals submitted by ADOT to the Arizona Department of Environmental Quality (ADEQ) as part of a Consent Order. Under ADOT Statewide Storm Water Management Plan (SSWMP), the objective of the manual is to improve the water quality of discharges from ADOT storm drain facilities within permit-regulated municipal jurisdictions (known as Municipal Separate Storm Sewer Systems, or MS4s), within ¼ of a mile distance of impaired or unique waters, or other projects designated as sensitive by ADOT. The project efforts involved the research and determination of potential permanent BMPs for use on ADOT construction projects. The project also included development of procedures/guidelines for determining when, where and how Permanent BMPs are incorporated into ADOT projects. Lastly, the project included the development of a BMP selection methodology that designers can easily follow/implement when designing ADOT highways/roadways.

Update and Revision of the Drainage Design Manual of Maricopa County Volume III – Erosion Control, FCDMC. Dr. Latimer served as the Project Manager and Technical Lead for this project, completed under contract with the Flood Control District of Maricopa County. This document was originally developed in the early 90's to provide guidance to agencies, engineers, and contractors responsible for construction projects within Maricopa County in complying with regulatory requirements in relation to stormwater discharges from regulated construction sites. The revised edition of the manual reflects, among many other things, the latest regulatory framework for both municipalities and construction sites regarding stormwater discharges, plus it outlines/explains the changes in the Construction General Permit, which now focuses on Small and Large Construction site activities.

Development of Web-Based Vendor Registration Application, FCDMC. Dr. Latimer served as Project Manager in the development of a web-based application that allows vendors to register specific stormwater pollution prevention BMPs applicable to construction sites. Vendors' contact information and product information gets collected as part of the registration process. This application also allows the public to search and browse products that could assist them with their stormwater pollution prevention needs. The project also included the development of a Power Point presentation that can be used to present and describe the operation of the application, as well as a downloadable User Guide Manual of the application.

AZPDES Construction General Permit Compliance. Serves as Technical Lead for the development of SWPPPs and completion/submittal of Notice of Intents (NOIs) to ensure compliance with the requirements of the AZPDES Construction General Permit (Permit No. AZG2003-001) for several different types and sizes of construction projects, including utility systems, site (vertical) construction, linear roadway systems, and mining operations. To date, Dr. Latimer has led the development of dozens of construction SWPPPs.

Marcie Martin, CFM

Environmental

Professional Summary

Ms. Martin has 14 years experience in environmental regulatory compliance. Her experience includes NEPA documentation, environmental site assessments, biological reviews, integrated natural resources management plans, and Clean Water Act Section 404 Jurisdictional Delineations and permitting. Ms. Martin's Section 404 permitting experience includes preparation of nationwide and individual permit applications as well as compensatory mitigation and monitoring plans. Ms. Martin has also participated in numerous NEPA documentation projects, as both a project manager and a technical specialist for these efforts. As a Project Manager, she has directed the efforts of diverse teams of resource specialists.

Relevant Projects

ADOT Management Consultant to Statewide Local Governments Economic Stimulus Program, Western Maricopa Association of Governments (MAG) Area. ADOT selected AMEC to be one of the management consultants statewide to provide overall program management for the administration, environmental compliance and permitting, preparation and review of the construction documents and construction administration/management of various projects by Local Governments utilizing American Recovery and Reinvestment Act (ARRA) funds. AMEC's role entails initial meetings with ADOT and assessment of projects, review and preparation of environmental documents, review and preparation of construction documents, construction administration/management and documentation and reporting in compliance with the FHWA requirements. Ms. Martin is serving as an environmental planner for this contract. Her work includes preparation and review of National Environmental Policy Act (NEPA)-compliant documentation, performance of technical studies, and local government coordination. Under this contract, AMEC provided environmental documentation services to Avondale, Buckeye, El Mirage, Gila Bend, Gila River Indian Community, Glendale, Goodyear, Litchfield Park, Peoria, Surprise, Wickenburg, and Youngtown.

Dysart Rd/I-10 Traffic Interchange Improvements, City of Avondale. Ms. Martin served as the Environmental Planner for a traffic interchange project that involves the widening of Dysart Rd and improvements to I-10 entrance and exit ramps. She prepared environmental determination documentation, including supporting technical reports, in accordance with ADOT guidelines.

Phase I Environmental Site Assessment for Kulikov Property, City of Avondale. Ms. Martin served as Project Manager for a Phase I ESA for an 11-acre property comprising three parcels in Avondale. AMEC's report for this project described the conditions of the property and made recommendations for further study.

Winter Storm Management/Operations Plan and EA, Arizona – Statewide, ADOT. AMEC was awarded the development of a Winter Storm Management/Operations Manual and Environmental Assessment (EA) for the implementation of that manual. Ms. Martin is the NEPA task leader for this project. Preparation of the EA for this project consists of collecting, reviewing, and evaluating data to define environmental thresholds related to such factors as air quality, socioeconomic factors, water quality, and biological resources.

Education

2002 / MS Environmental Management and Industrial Hygiene / University of Oklahoma City

1996 / BS Zoology / University of Oklahoma

Certifications/Registration

OSHA, 40-Hour Hazardous Waste Operations and Emergency Response, 2004

Certified Floodplain Manager (US-04-01046), 2004

Registered Environmental Assessor (REA I) in California (07789), 2003

Wetland Delineator Training, 2002

Memberships

National Association of Environmental Professionals (NAEP), 2001-present

Arizona Association of Environmental Professionals (AZAEP), 2004-present

Association of State Floodplain Managers (ASFM), 2004-present

Arizona Floodplain Management Association (AFMA), 2005-present

Years with AMEC

5

Years of Experience

14

EA for BRAC Actions, Luke Air Force Base, Arizona. Ms. Martin was the Task Order Manager responsible for the preparation of an EA for Base Realignment and Closure (BRAC) actions at Luke Air Force Base (AFB) affecting aircraft inventory, aircraft flight operations, and associated mission realignment.

Pinnacle Peak Water Line Environmental Information Document, Wood, Patel & Associates/City of Peoria. Ms. Martin was Project Manager for an Environmental Information Document (EID) prepared for a water line extension within the City of Peoria. The project received ARRA funds; therefore, NEPA-compliant documentation was required. AMEC prepared the EID in accordance with Arizona Water Infrastructure Finance Authority (WIFA) requirements.

South Mountain Transportation Corridor Hazardous Materials Investigation, HDR Engineering/Arizona Department of Transportation, City of Phoenix. Ms. Martin was part of the AMEC Team for the South Mountain Transportation Corridor preparing the hazardous materials evaluation. The preliminary evaluation was completed in support of an alternatives analysis for a Location/Design Concept Report (L/DCR) and as required under NEPA for federally funded projects as part of an Environmental Impact Statement (EIS). The project has included identifying potential environmental hazards, categorizing the hazards according to a high, medium, or low risk, and presenting the data in a technical report and GIS format.

303 East Peoria Area, Arizona State Land Department, City of Peoria. AMEC provided environmental, infrastructure assessment, and conceptual land use planning services for 4,650 acres of State Trust Land. Ms. Martin was the environmental task manager for this project responsible for a Section 404 Jurisdictional Delineation, Preliminary Environmental Site Assessment, Cultural Resources Literature Review, and Biological Review. Due to the large size of the project area and short project schedule, AMEC utilized GPS technology, aerial photograph review, and rough terrain vehicles (RTVs) to maximize efficiency of the field review.

Section 404 Nationwide Permit, BNSF Railway at Wickenburg (MP 142.84), Maricopa County and the Navajo Nation (Apache County). AMEC prepared a Section 404 jurisdictional delineation, Nationwide Permit (NWP) #13 Pre-Construction Notification (PCN), cultural resources survey, and biological review for the repair and protection activities of a streambank along the BNSF Railway in Maricopa County southeast of Wickenburg (BNSF MP 142.84). AMEC also prepared Section 404/401 documentation submitted to the Navajo Nation Environmental Protection Agency and a cultural resources survey for repair and protection activities along the BNSF Railway in Apache County (BNSF MPs 184.2 and 186.6). Ms. Martin served as Technical Reviewer for these projects.

51st Ave Intersection Improvements, City of Glendale. Ms. Martin was the Project Manager for environmental work related to projects involving intersection improvements at 51st Ave and Northern Ave and 51st Ave and Camelback Rd. The project sponsor, the City of Glendale, received federal funds for these projects; therefore review through the ADOT's Local Government Program was necessary. Ms. Martin led the categorical exclusion documentation, biological review, cultural resources assessment, lead-based paint sampling, preliminary initial site assessments (PISAs), and Phase I Environmental Site Assessments.

Scatter Wash Preliminary Jurisdictional Determination and Pre-construction Notification, City of Phoenix Street Transportation Department. AMEC is preparing Clean Water Act Section 404 preliminary jurisdictional determination and nationwide permit pre-construction notification documentation for proposed improvements to the Scatter Wash Levee. In addition, AMEC identified native vegetation within the project area to assist project designers in avoiding impacts to protected native plants. Ms. Martin is serving as Technical Reviewer and client service manager for this project.

Grand Canal Jurisdictional Determination, City of Phoenix Street Transportation Department. AMEC is prepared a Clean Water Act Section 404 jurisdictional determination for a roadside drainage channel adjacent to Grand Canal. The purpose of the jurisdictional determination was to receive concurrence from the USACE that the roadside drainage channel is not a water of the US. The City of Phoenix plans to make improvements in the vicinity of the channel and requested the jurisdictional determination to verify that a Section 404 permit would not be required. Ms. Martin served as Technical Reviewer and Client Service Manager for this project.

Tim Ostapuk, CIEC

Environmental

Education and Training

MS/2008/Technology/ Environmental Management/Arizona State University

BS/1998/Environmental Science/Chemistry Minor/University of Arizona

Certifications and Licenses

Council-Certified Indoor Environmental Consultant

AHERA Management Planner

AHERA Building Inspector

AHERA Contractor/Supervisor

OSHA 40 Hour Hazardous Waste Operations

DOT Basic Hazardous Materials Awareness Training

Years with AMEC

5

Years of Relevant Experience

10

Professional Summary

Mr. Ostapuk joined AMEC in February 2005 and currently serves as a project manager and team supervisor. He is a Council-Certified Indoor Environmental Consultant (CIEC) and has more than ten years of experience as an environmental professional, project manager and supervisor. He has been responsible for a wide variety of environmental projects for local, state and federal government agencies and developers including Phase I and II ESAs; preconstruction site assessments; environmental baseline surveys; state and federal superfund site investigations; state assurance fund projects, property exit assessments, subsurface release investigations; facility demolition and renovation inspections; water damage mitigation; employee exposure monitoring, and indoor air quality surveys. Mr. Ostapuk's overall responsibility includes supervision of staff, schedule management, project-related financial management, preparation of proposals, budgets, and reports, business development, and client relations.

Relevant Projects

Phase I ESA and Comprehensive Asbestos Survey, 27 North Dysart Road, City of Avondale. Mr. Ostapuk served as the Project Manager for the Phase I ESA and Asbestos/Building Demolition Survey for the City of Avondale Parks and Recreation Department. At the time of the assessment, the Property included a commercial property with a former truck and equipment rental company.

Phase I ESA and Alta Survey, Well Site #26, City of Avondale. Mr. Ostapuk served as the Project Manager for the Phase I ESA and Alta Survey for the City of Avondale Well #26 Site for the City of Avondale Water Resources Department.

Site Investigation, Former Landfill at City of Avondale Facility Maintenance Yard, City of Avondale. Mr. Ostapuk served as the Site Supervisor for investigation activities associated with a former buried landfill located on a seven acre parcel. AMEC investigated the landfill to determine waste content and vertical and lateral extent, potential impacts to soil and groundwater, and landfill gas generation and migration. AMEC also conducted demolition surveys of the site buildings in preparation for demolition. Mr. Ostapuk conducted oversight of a removal action of a portion of the waste to facilitate installation of an unrelated pipeline. He also performed exposure monitoring and collected soil samples after the waste was removed from the site.

Phase II ESA City of Phoenix – Former Auto Station, City of Phoenix. Mr. Ostapuk acted as the Project Manager for the Phase II ESA of a former auto station. The site was assessed prior to the acquisition of the land by the City of Phoenix as part of the light rail project. Services included test pit excavations to identify anomalies detected during a magnetometer survey of the parcel. Soil sampling was also performed through boreholes drilled to 25 feet.

Subsurface Release Investigation Confidential Client – City of Phoenix. Mr. Ostapuk acted as the Task Manager for the subsurface release investigation at a product production plant. The plant had been in operation for 40 years and it was believed that an older services elevator, which was equipped with a hydraulic ram that extended 80 feet below the ground surface, had been leaking hydraulic oil for an unknown amount of time. The client contracted AMEC to perform angled soil borings to assess through visual observations and soil sample analysis if hydraulic oil had leaked into the soil below the 80 foot deep hydraulic ram. It was determined after the borings were performed and lab data was reviewed that hydraulic oil had indeed impacted the soil below the ram.

Production Well Groundwater Monitoring City of Mesa. Mr. Ostapuk is the Project Manager for the monthly production well sampling of three City of Mesa production wells. The wells are being continuously monitored for volatile organic compounds and gasoline constituents.

Tank Removals, ADOT Maintenance Yards in St. Johns, St. David, 3-Way, Town of Chino Valley and Town of Wickenburg. Mr. Ostapuk served as Site Supervisor and Coordinator for the removal of multiple above ground storage tanks. Each tank contained an approximate volume of 7,000 gallons and was staged on concrete saddles approximately 10 feet above ground surface. The tanks were prepped for removal by Water Masters who removed the piping, stairs, and railings around the tanks prior to removal. The tanks ranged between 10 to 21 tons in weight with unknown contents and were lifted from their supports by Southwest Crane. Flatbed trailers were used to transport the tanks off site.

Preconstruction Site Assessment, Nevada Army National Guard, Carson City, Nevada. Mr. Ostapuk acted as the Project Manager for the Preconstruction Site Assessment of the Nevada Army National Guard facility in Carson City, Nevada. The site was assessed prior to the construction of a new paint booth facility.

Preconstruction Site Assessment Nevada Army National Guard – North Las Vegas, Nevada. Mr. Ostapuk acted as the Project Manager for the Preconstruction Site Assessment of the Nevada Army National Guard facility in North Las Vegas, Nevada. The site was assessed prior to the construction of a new Readiness Center at the Floyd Edsall Training Center.

Environmental Baseline Survey Tinker Air Force Base – MROTC Facility, Oklahoma City, Oklahoma. Mr. Ostapuk acted as the Task Manager for the Environmental Baseline Survey performed at the Maintenance, Repair & Overhaul Technology Center, which is currently leased by The Boeing Company. The survey was performed for Tinker Air Force Base prior to the base entering into a sublease with The Boeing Company to occupy a hangar to perform future aircraft modifications.

Categorical Exclusion ADOT Park & Ride Facility – Gila Bend Airport. Mr. Ostapuk performed a Categorical Exclusion in accordance with Arizona Department of Transportation (ADOT) local government requirements. The area was assessed prior to the construction of the Gila Bend Airport Park & Ride Facility.

Remedial Site Investigation and Risk Screening Evaluation Arizona Army National Guard, Camp Navajo. Mr. Ostapuk was part of a nine-person crew and four subcontractors performing site investigation and characterization activities at four UXO sites in the Open Burn/Open Detonation area of Camp Navajo. Services included soil and groundwater sampling for explosives and metals.

Site Closure Assessment General Electric, City of Chandler. Mr. Ostapuk acted as the Project Coordinator and Site Supervisor for Site Closure Assessment and Remediation of contaminated soil at a GE facility in Chandler. Services included initial assessment and soil sampling of areas of concern at the site. Soil was excavated from a large area where a former spill occurred. Mr. Ostapuk coordinated the removal effort and performed site supervision of the remediation contractor, collected soil samples, and prepared the final report.

Tom Ward, PE

Construction Management

Professional Summary

Mr. Ward has 24 years of experience including management of accurate and timely project construction before, during and post construction, and public presentations, notices and response to community concerns. He served as a Resident Engineer for ADOT, managing multiple highway construction projects simultaneously; overseeing bridge construction and widening, and construction of additional lanes and roundabouts; and working closely with design teams. As a Technical Regional Trainer for ADOT, Mr. Ward developed and presented training for multiple transportation subjects, including construction surveying, stormwater management, traffic work zone safety and flagger training (which both require ATSSA certification).

Education
2001 / MS Construction Management / Arizona State University

1977 / BS Construction Management / Arizona State University

Certifications/Registration
Professional Engineer: Arizona #44742

Memberships
Arizona Society of Civil Engineers

Years with AMEC
<1

Years of Experience
24

Relevant Projects

ADOT, Resident Engineer. As the Resident Engineer for ADOT, the job responsibilities include managing multiple highway construction projects simultaneously. The projects constructed include the construction of several bridges, (concrete with drilled shafts) and an interstate bridge widening project. One project included the construction of additional lanes and multiple roundabouts through a municipal area. The Resident Engineer worked closely with the design team during preconstruction as well as during actual construction and was responsible to manage the contractor in the accurate and timely construction of the project before, during and post construction. These duties included approval of all schedules, submittals, testing, reporting and monthly pay estimates. The Resident Engineer also represented ADOT to the communities where the projects were built. This included public presentations, notices and responding to the community concerns as they arise during construction.

ADOT, LTAP Regional Trainer for ADOT Surveying Fundamentals. This job required collaborating with all levels of management within ADOT, developing training needs assessments, training criteria, and outcome criterion. Development of the traffic engineering related course material which requires extensive research of transportation engineering technical data and information. The course material included workbooks, PowerPoint presentations and testing. The subject matter relates to many transportation topics, which included construction surveying, stormwater management, traffic work zone safety and flagger training. Both traffic work zone safety and flagger training require certification by ATSSA.

ADOT Engineering Consultant, T.H. Ward Company. Developed technical course material for the ADOT Construction Division's construction technicians and engineers. This job required collaborating with all levels of management within ADOT, developing training needs assessments, training criteria, and outcome criterion. Development of course materials required extensive research for relevant data and information. The course material included workbooks, power point presentations, testing materials and instructor manuals. Presentation of these courses throughout the State to all ADOT personnel, including field construction technicians, project engineers and professional engineers, at the District and Regional level.

Miguel Guzman, PE

Construction Management

Education
1987 / Civil Engineering Degree at Universidad La Salle, Mexico

Certifications/Registration
Professional Engineer: Arizona #44699

Years with AMEC
<1

Years of Experience
20

Professional Summary

Mr. Guzman has 20 years of construction management experience including roadways, bridges, rubberized asphalt, PCCP, concrete structures, and pavement preservation. He is proficient in MicroStation and InRoads.

Relevant Projects

ADOT. Transportation Engineer. Resident Engineer for the Phoenix Construction District responsible for the construction management of roadway projects including bridge widening, rubberized asphalt, PCCP, concrete structures, etc.

Transportation Engineering Specialist. ADOT Engineer in Training (EIT) Program assigned to Roadway Design Group utilizing AASHTO Green Book, MicroStation & InRoads as part of design team working on pavement preservation and realignment projects

Transportation Engineering Associate. ADOT Engineer in Training (EIT) program rotating through varied assignments in Phoenix and rural Arizona including construction inspection, retaining wall construction, survey, operations, traffic engineering, design, signage, traffic control, marking in accordance with MUTCD, roadway design, traffic warrants, drainage, utilities, earthwork and SWPPP.

Transportation Construction Technician, Yuma District. Construction inspection and management team inspecting concrete structures, ADOT earthwork general operations compliance, structures and traffic control for projects in the SR85 corridor.

Resident Engineer in Mexico. Responsible for construction management and planning of numerous housing projects both public and private, estimates, building documents, construction plans, structural concrete retrofits and construction management of numerous high visibility projects post 1985 Mexico City earthquake including clinics, residences, sports facilities, schools and museums.

Jim Monnett, ATTI, ACI, UBC, ICBO, RSO, AWS, NICET IV

Construction Management

Professional Summary

Mr. Monnett has over 47 years of experience performing construction management, quality control, project management, survey inspection, field and office engineering all over the world. He has extensive experience in concrete and asphalt designs and management for bridges, roadways, dams, and interchanges. He has supervised multiple ADOT projects including interstate highways. He is knowledgeable of AASHTO and ASTM standards and has taught materials and survey procedures for ADOT and was also the District Materials & Research Specialist for ADOT District 7 for seven years. Mr. Monnett's responsibilities have included managing field personnel, special inspections, and field as-built designs for multiple projects including new structures, modification of existing structures and roadway widening projects. He has supervised and trained technicians and inspectors, performed quality control testing, provided technical overview and office management. He has also performed geotechnical investigations and has been a laboratory director for several large companies.

Relevant Projects

Wastewater System Expansion Program (WWSE), Lake Havasu City. Chief Inspector serving in a QA/QC role, as well as providing oversight and supervision of the inspection team. AMEC is providing Program Management, Design Engineering, and Construction Administration services, as well as Design and Construction Survey for the City of Lake Havasu's $463 million WWSE Program. The program will eliminate approximately 28,000 residential septic systems by connecting the residents to a new sewer system, and upgrade and expand the City's existing sewer system. The program also calls for the effluent from the system to be used to irrigate recreational areas within the city, and the effluent will also be recycled, thereby reducing long-term consumption of water from the Colorado River.

Estrella 2B, El Mirage Rd to Lake Pleasant Rd, MCDOT. Chief Inspector and Supervisor on this construction management project, which included the new construction of SR Loop 303; an interim four-lane divided roadway and a 10-span four-lane, 1,025-foot bridge at the Agua Fria River. Phase 2B also included the construction of 107th Ave from Williams Rd to the new SR Loop 303 plus an entrance to Vistancia's new roadway. The project included 4.7 miles of divided highway paving.

Temporary Technical Technicians - Statewide Projects, ADOT. Project Supervisor for multiple projects within the Flagstaff District. Projects include roadways, bridges and geotechnical research; office management; new alignments; widening and materials research; and field designs and research.

Education
1984 / BS Mining Technology / Alaska School of Mines

Certifications/Registration
UDOT Materials & Radioactive License L-4

BOCA&SBCCI Reinforced Concrete Inspector

ADOT-(CET) ATTI

NICET-Level IV, Highway Materials (#080036)

NICET-Level IV, Concrete (#080036)

NICET-Level IV, Asphalt (#080036)

NICET-Level IV, Soils (#080036)

ACI-Level & II #921157 current OSHA Certificate

Certified Chief Engineering Supervisor (#25839),1971, ADOT

ICBO & ICC Reinforced Concrete Special -Inspector (#0883495-4), Expires July 15, 2010

ICBO Pre-stressed Masonry Inspector

Weld Certifications AWS #00050354

ADOT Radiation Safety Officer (#T95-0097)

Memberships
Arizona Floodplain Managers Association

American Institute of Hydrology

Years with AMEC
10

Years of Experience
47

Sewer Improvement District No. 3, City of Bullhead City. Project Manager for this $48M project. Responsible for all operations including meetings; design and work orders; right-of-way; 25 inspectors; and working directly with the City Engineer and ADEQ. Work included 230,000 feet of mainline and laterals with on-lot connection and restoration; milling and paving; rehabilitation and paving of 35 miles of roadway; gutter; concrete channels; traffic control and conducting safety meetings.

Fanning Drive and SR 40 B Urban Boundaries Construction Management, ADOT. Project Supervisor. Duties included field decisions, supervision of inspectors, quality assurance, and project direction. Interpretation of specifications was required during project and phasing; quality construction; Partnering, etc. Project required many field decisions as it involved renovating an 80-year-old roadway.

Baseline Dobson Overlays, ADOT and City of Mesa. Project Supervisor. Realignment, lighting, traffic lights, sewer and water manholes, bus stops, turning lanes, stripping, and traffic control, landscaping. Required significant problem solving and on-site solution generation. Considerable coordination was required with City of Mesa, ADOT, MAG, Business and the public.

Banjo Bill Rock Containment, ADOT. Senior Project Supervisor. This was a research construction project for ADOT in Oak Creek Canyon consisting of two large structural micro piles and anchors for two retaining walls with architectural fascia for a natural appearance. Work elements included working closely with the US Forest Service and the Arizona Game and Fish Department; traffic and environmental impacts in a confined area; a short work period; and partnering. ($7.5M project)

SR 95 – Quartzsite Overpass over I-10, ADOT. Structural and Bridge Inspector on this challenging project. Lead Inspector on reinforced concrete. The project required abutments, piers, diaphragms, columns, girders, wings and decking, curing and hot-weather concreting. Mr. Monnett was also responsible for the training of inspectors and earthwork. The contractor required constant inspection.

Nevada Department of Transportation I-80. Senior Supervisor. AC milling and placement, refurbish old and add new bridges, boxes, structural, survey and lab, Supervised 13 AMEC employees at this office in Battle Mountain and Nevada for NDOT. The project included over 200 miles of different projects varying in nature. Responsible for materials testing that included compaction testing, milling, and asphalt concrete placement, survey and office. Structural Inspector on bridges and large boxes.

Colorado City, Fredonia New 4" AC Overlay. ADOT Highway construction overlay including several new AC mix design and research with rejuvenate milled asphalt concrete product and revising. Mr. Monnett was the Senior Project Manager for ADOT on this project.

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EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AMEC EARTH & ENVIRONMENTAL, INC.

[Proposal]

See following pages.

April 11, 2012
AMEC Proposal No. PV12-04-02

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

Attn: Paul Lopez

Re: Phase I Environmental Site Assessment - Parcels 102-57-238 and 102-57-239
Phase II Environmental Site Assessment - Parcel 102-57-239
Along Avondale Boulevard South of Interstate 10
Avondale, Arizona

AMEC Environment & Infrastructure, Inc. (AMEC) appreciates the opportunity to present this proposal to assist the City of Avondale (the City) with a Phase I Environmental Site Assessment (ESA) for Parcels 102-57-238 and 102-57-239 and Phase II ESA for Parcel 102-57-239 for a combined acreage of 42.3 acres. The parcels compromise the subject property and are located along Avondale Boulevard south of Interstate 10 in Avondale, Arizona. AMEC understands that a portion of the subject property was used as a farm and for a crop-dusting landing strip. A Phase I ESA was previously conducted for this property, and AMEC has used the historical information in that report to develop requirements for the Phase II ESA cost proposal prescribed herein.

We trust our proposal meets your project needs and look forward to the opportunity to further discuss AMEC's capabilities with you. Please do not hesitate to call if you have any questions regarding this submittal. Thank you for your time and consideration.

Respectfully submitted,

AMEC Environment & Infrastructure, Inc.

Julianne M. Hamilton
Project Manager

c: Addressee (1 original)

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1.0 PROJECT SITE UNDERSTANDING

AMEC Environment & Infrastructure, Inc. (AMEC) understands the site consists of Parcels 102-57-238 and 102-57-239, for a combined acreage of 42.3 acres, along Avondale Boulevard south of Interstate 10 in Avondale, Arizona. AMEC understands that a portion of the subject property was used as a farm and for a crop-dusting landing strip.

2.0 PROPOSED SCOPE OF SERVICES

Upon authorization to proceed, AMEC will conduct the following tasks as outlined below.

2.1 Task 1 - Phase I Environmental Site Assessment (ESA) for Parcels 102-57-238 and 102-57-239

The objective of the proposed services to conduct a Phase I Environmental Site Assessment (ESA) is to identify, to the extent feasible pursuant to the process described herein, recognized environmental conditions in connection with the property in general accordance with ASTM E 1527-05 Standard of Practice and the Environmental Protection Agency (EPA) All Appropriate Inquiry (AAI) Rule.

2.1.1 The Scope of Services – Phase I ESA

The scope of services for the Phase I ESA consists of obtaining, reviewing and reporting on the following:

- Site information
- Site reconnaissance
- Adjacent properties
- Historical site information
- Environmental lien search
- Sanborn® maps
- Interviews
- Federal/state agency database review
- Site regulatory issues
- Findings
- Conclusions
- References
- Site photographs
- Site and vicinity maps

The scope of services does not include the following:

- Title search (AMEC will review the title search if provided by the Client.)
- Sampling or analysis of water, gases, soils, asbestos containing building materials or other materials and substances

- Development of subsequent assessment work plans
- Wetlands issues
- Other services unless otherwise specifically stated herein

A Phase I ESA does not guarantee an environmentally "clean" site, but gives a preliminary indication whether further environmental work may be needed by utilizing available data regarding the area.

Additionally, it should be noted that completion of an ASTM E1527-05 standard Phase I ESA does not provide full Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability protection. Under the AAI Rule, the entity seeking one of the CERCLA liability protections also must meet continuing obligations as defined in the 2002 Brownfields amendments.

2.1.2 Regulatory Database Review

In accordance with ASTM standards, the following database information will be reviewed:

FEDERAL AGENCY DATA

	Minimum Search Distance
• National Priority List (NPL)	1 mile
• Resource Conservation and Recovery Act (RCRA) Corrective Action (CORRACTS) Treatment Storage and Disposal (TSD) Facilities	1 mile
• RCRA non-CORRACTS TSD Facilities List	½ mile
• RCRA Generators	Site/adjoining sites
• Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS)	½ mile
• CERCLIS No Further Remedial Action Plan (NFRAP) list	½ mile
• Emergency Response Notification System (ERNS)	Site

STATE AGENCY DATA

	Minimum Search Distance
• State Priority List	1 mile
• State CERCLIS equivalent	½ mile
• Underground storage tank (UST) list	Site/adjoining sites
• Leaking underground storage tank (LUST) list	½ mile
• Landfill/solid waste site lists	½ mile
• Groundwater well registry	Site
• Dry well registry	Site
• Geology	Vicinity
• Hydrogeology	Vicinity

2.1.3 Review of Site Historical Use

Historical information used to identify past and present land uses of the site and the study area (½-mile radius of the site) will be obtained through a review of reasonable and available aerial photographs, maps, and other documents. The following historical information sources will be used in the review, if available:

- United States Geological Survey (USGS) topographical maps
- State and county atlases, if available
- City directories for the site
- Facility maps, diagrams, blueprints, reports or drawings for the site or the study area made available by Client
- Historical aerial photographs

2.1.4 Client-Provided Information

As part of completing the Phase I ESA according to the EPA AAI Rule and ASTM Standard E1527-05, the City of Avondale (the Client) will need to provide the following information to AMEC:

Consideration of purchase price versus fair market value of the site.

- The fair market value must be compared to the purchase price of the site, if the site was not impacted by contamination.

Consideration of specialized knowledge.

- Specialized knowledge that the Client may have regarding the site or operations at the site must be considered.

Consideration of commonly known information about the site.

- Commonly known information about the site must be considered by both the Client and AMEC. Commonly known information may be identified through interviews, website information, newspaper articles, or other information commonly and publicly known about the site.

Consideration of the degree of obviousness of contamination.

- Both the Client and AMEC must consider all of the information obtained during the Phase I ESA and form an opinion regarding the degree of obviousness of contamination at the site.

2.1.5 Site Reconnaissance

The site reconnaissance will involve an onsite assessment of the study area. Accessible areas of the site will be visually surveyed for recognized environmental conditions (RECs) as defined by ASTM E1527-05, and observations will be made relative to existing site conditions, site activities,

and land use. Photographs will be taken documenting the general site conditions and any other potentially important features observed on and adjacent to the site. The reconnaissance of the study area will also involve observation of those properties within a ½-mile radius from the site to identify general land uses and factors representing potential environmental concerns.

In conjunction with the reconnaissance, AMEC will conduct interviews with present, past owners/occupants and local agencies as available that may have information regarding past and/or present conditions or activities on the site.

2.1.6 Report of Findings

The data and information gathered during the review of regulatory databases, historical use, onsite review, and offsite touring will be evaluated and presented in a written report. The report will document the information obtained during the study and present the findings and conclusions that may warrant further study. The Environmental Professional responsible for the Phase I ESA will sign the report. AMEC will provide three hard copies and one electronic copy (on compact disc) of the report.

The report will be based on data and information collected during the Phase I ESA. The report will be based solely on the conditions of the site encountered at the time of the site visit supplemented by a review of historical information and data obtained by AMEC, and discussion with a representative of the owner/occupant. Except as otherwise specified, AMEC disclaims any obligation to update the report for events taking place, or with respect to information that becomes available to AMEC after the time during which AMEC completes the Phase I ESA report.

2.2 Task 2 – Phase II ESA for Parcel 102-57-239

Typically a Phase II ESA is conducted in response to findings of recognized environmental conditions (RECs) identified during a Phase I ESA. However, since it is known that the subject site was used for agricultural purposes and is located near a former crop dusting facility where pesticide impacted soils have been identified, AMEC considers this a REC. AMEC presents the following scope of services to investigate this REC. If the findings of the Phase I ESA identify additional information/RECs or reveal more detailed information with respect to crop dusting activities, our recommendations for Phase II ESA services may require revision.

2.2.1 Sampling and Analysis Plan

AMEC will prepare a Sampling and Analysis Plan (SAP) that will include the basic elements of a Quality Assurance Project Plan (QAPP), a Field Sampling Plan (FSP) and site specific Health and Safety Plan (HSP). Once prepared and approved it will meet the requirements for a U.S. Environmental Protection Agency (EPA) Region 9 funded project in which environmental measurements are to be taken.

2.2.2 Soil Investigation

The Soil Investigation will be detailed in the SAP and will be subject to ADEQ Approval. For the purpose of this proposal, AMEC's approach for sampling is as follows:

Sample locations on the agricultural portion of the Site will be spaced on approximately 300-foot

centers. At each location, three (3) samples will be collected. The shallow sample will be collected from 0.5-1.0 feet bgs, the middle sample will be collected from 1.5-2.0 feet bgs, and the deep sample will be collected from 2.5-3.0 feet bgs. The shallow samples will be analyzed immediately upon delivery to the fixed laboratory. However, the middle and deep samples will remain on hold at the laboratory pending shallow sample analysis. If the shallow sample analytical results are above the respective Residual Soil Remediation Levels (RSRLs) for pesticide or herbicide constituents, then the middle sample will be analyzed. If the middle sample results are above the respective RSRLs for pesticides or herbicides constituents, then the deep sample will be analyzed. If the deep sample results are above respective RSRLs, then further investigation activities will be evaluated.

Samples will be analyzed for herbicides in accordance with EPA Method 8051 and pesticides in accordance with EPA method 8081. AMEC assumes at total of up to 75 samples including up to 8 quality control samples. It may not be necessary to analyze the deeper soil zones, therefore resulting in a cost savings.

AMEC will also plan to collect up to two additional soil samples in the residential portion of the site. These samples will be analyzed for a full suite of characterization.

2.2.3 Soils Investigation Report

AMEC will prepare a report summarizing the analytical results and comparing them to applicable current and/or proposed soil remediation levels (SRLs). The report will summarize the investigation techniques employed as well as provide a discussion of the analytical results. The data will be tabulated and maps showing sample and impacted areas will be provided. AMEC will provide recommendations for any necessary remediation along with estimated costs. The City will be provided with up to three copies and one electronic copy (on compact disc) of the final report.

3.0 COST ESTIMATE

All project costs will be incurred in accordance with the terms and conditions set forth in this proposal and amendments thereto. AMEC proposes to perform the work described in Section 2 on a lump sum basis for a total project cost of **$54,825.00**.

Our cost assumptions include the following:

- AMEC will utilize historical information from previous reports.
- AMEC assumes access to the site is open and permission to enter the site has been granted.
- AMEC will not order a historical chain of title.
- AMEC assumes up to 75 samples will be collected and analyzed for herbicides and pesticides
- AMEC assumes 2 samples will be collected for full waste characterization suite (VOCs, SVOCs, PAHs, PCBs, RCRA Metals, Pesticides, and Herbicides)
- Site access to property will be arranged by City of Avondale
- Soil samples will be collected using direct push technologies.

- AMEC assumes one round of review by ADEQ and EPA for each the SAP and final Reports.

4.0 AUTHORIZATION

Authorization can be granted by issuance of a contract and/or notice to proceed in accordance with State of Arizona Pollutants Contract No ADEQ11-012552.

5.0 LIMITATIONS

In evaluating the property, AMEC will rely in good faith on information provided by other individuals. AMEC will assume that the information provided is factual and accurate. In addition, the findings will be based, to a large degree, upon information provided by the current owner/occupant. AMEC accepts no responsibility for any deficiency, misstatement or inaccuracy as a result of omissions, misinterpretations or fraudulent acts of persons interviewed or contacted.

AMEC will make no other representations whatsoever, including those concerning the legal significance of its findings, or as to other legal matters touched in the report, including, but not limited to, ownership of any property, or the application of any law. With respect to regulatory compliance issues, regulatory statutes are subject to interpretation and change. Such interpretations and regulatory changes should be reviewed with legal counsel.

5.1 Third-Party Reliance

The Phase I report will be prepared for the exclusive use of the City of Avondale and is intended to provide a Phase I ESA on the site at the time of the site visit. Any use which a third party intends to make of this report, or any reliance on or decisions to be made based on it, is the responsibility of the third party. Written authorization from AMEC is required if additional parties require reliance of the report. With respect to third parties, AMEC has no liability or responsibility for losses of any kind whatsoever, including direct or consequential financial effects on transactions or property values, or requirements for follow-up actions and costs.

CITY COUNCIL REPORT

SUBJECT:
Addendum to Agreement for Services - Siemens Industry, Inc.

MEETING DATE:
May 7, 2012

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & LIbraries (623) 333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an addendum to the agreement with Siemens Building Technologies Inc. to provide heating, ventilating and air conditioning (HVAC) mechanical services for the Civic Center Campus Library in the amount of $156,601 over 5 years and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Siemens Building Technologies initial agreement for the HVAC mechanical services for the Civic Center Library expired on February 1, 2012. The original agreement may be renewed for up to four successive one year terms. City staff was working with the legal department to add this agreement to the existing Sieman's contract with the City of Avondale for the management of the HVAC system at city hall. After consulting with the legal department, it was determined that the contract lengths were not compatible. The city wishes to enter into a new agreement with Siemens Building Technologies to continue to provide the HVAC mechanical services for the Civic Center Library.

DISCUSSION:

The proposed HVAC mechanical services agreement is a full service agreement. This means that all preventive maintenance, repairs, labor and material are covered. The agreement provides for a four-hour response time from Siemens for any emergency call. The term of the agreement shall be a one (1) year period with four (4) one year extension options.

BUDGETARY IMPACT:

The expenditure for mechanical services has been planned and budgeted for in the PRLD Library operating budget. 101-8100-00-6320: Library Administration Contractual Maintenance / Building and Grounds.

RECOMMENDATION:

Staff recommends that the City Council approve an addendum to the agreement with Siemens Building Technologies Inc. to provide heating, ventilating and air conditioning (HVAC) mechanical services for the Civic Center Campus Library in the amount of $156,601 over 5 years and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Addendum to Agreement for Services

ADDENDUM TO
AGREEMENT FOR SERVICES
BETWEEN
SIEMENS INDUSTRY, INC.
AND
THE CITY OF AVONDALE

THIS ADDENDUM ("Addendum") modifies the Advantage Services Proposal and Contract Terms and Conditions dated March 13, 2012 (collectively, the "Original Agreement"), executed and effective contemporaneously with this Addendum and entered into between Siemens Industry, Inc., a Delaware corporation ("Siemens") and the City of Avondale, Arizona, an Arizona municipal corporation ("Customer"). All of the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Original Agreement. The following provisions modify or replace sections of the Original Agreement and add additional sections to the Original Agreement. The sections of the Original Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. Collectively, the Original Agreement and this Addendum are referred to herein as the "Agreement."

AGREEMENT

1. Section 4.1 of the Original Agreement, second paragraph, is hereby deleted in its entirety and replaced with a new second paragraph to read as follows:

Services shall be provided at Civic Center Library located at 11350 West Civic Center Drive.

2. Section 4.1 of the Original Agreement, fourth paragraph, is hereby deleted in its entirety and replaced with a new fourth paragraph to read as follows:

Duration: This Agreement shall remain in effect for an Initial Term of one year beginning February 1, 2012, and may be renewed for up to four successive one-year terms as more particularly set forth in subsection 1.3 of this Agreement.

3. Section 4.1 of the Original Agreement, last paragraph, is hereby deleted in its entirety.

4. Section 4.2 of the Original Agreement, Terms and Conditions, Article 1: General, subsection 1.2 is hereby amended as follows:

1.2 This Agreement shall be governed and enforced in accordance with the laws of the State of ~~Illinois~~ ARIZONA. Any litigation arising under this Agreement shall be brought in the State or Commonwealth of in which the Services are provided to the Customer. To the extent permitted by law, the parties waive any right to a jury trial on matters arising out of this Agreement.

5. Section 4.2 of the Original Agreement, Terms and Conditions, Article 1: General, subsection 1.3, is hereby deleted in its entirety and replaced with a new subsection 1.3 to read as follows:

1.3 This Agreement shall be effective as of the date of execution and shall remain in full force and effect for one year (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each a "Renewal Term") if (A) it is deemed in the best interests of the Customer, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 60 days prior to the end of the then-current term of the Agreement, Siemens requests, in writing, to extend the Agreement for an additional one-year term and (C) the Customer approves the additional one-year term in writing (including any price adjustments approved as part of the Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the Customer for any reason. Siemen's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Customer may, at its discretion and with the agreement of Siemens, elect to waive this requirement and renew this Agreement. Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

6. Section 4.2 of the Original Agreement, Terms and Conditions, Article 1: General, subsection 1.5, is hereby deleted in its entirety.

7. Section 4.2 of the Original Agreement, Terms and Conditions, Article 7: Warranties; Disclaimers, Limitation of Liability, subsection 7.5, is hereby amended as follows:

7.5 With respect to any liability (warranty or otherwise) that Siemens may have under the agreement, in no event shall Siemens be liable (including without limitation, under any theory in torts), for any loss of use, revenue, anticipated profits or special, indirect. incidental or consequential damages (including without limitation lost profits and/or lost business opportunities) arising out of or in connection with the agreement or the services whether arising in warranty, tort, contract, strict liability, or any other theory of liability, whether for warranty, late or non-delivery of any services, and whether Siemens has been advised of the possibility of such damages; and, in any event, SIEMENS' aggregate liability for any and all claims. losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of $1,000 or 10% of the total compensation received by Siemens from Customer under this Agreement. Siemens reserves the right to ~~control~~ PARTICIPATE IN the defense and settlement of any claim for which Siemens has an obligation under the warranty hereunder The parties acknowledge that the price which Siemens has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

8. Section 4.2 of the Original Agreement, Terms and Conditions, is hereby amended by adding a new Article 12: Miscellaneous, to read as follows:

Article 12: Miscellaneous

12.1 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Customer may cancel this Agreement without penalty or further obligations by the Customer or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Customer or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

12.2 E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, Siemens and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Siemen's or its 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 the Customer. The Customer retains the legal right to randomly inspect the papers and records of Siemens and its subcontractors who work on the Agreement to ensure that Siemens and its subcontractors are complying with the above-mentioned warranty.

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

12.4 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Customer shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Customer shall be the sole judge and authority in determining the availability of funds under this Agreement and the Customer shall keep Siemens fully informed as to the availability of funds for the Agreement. The obligation of the Customer to make any payment pursuant to this Agreement is a current expense of the Customer, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Customer. If the Customer's City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Customer and Siemens shall be relieved of any subsequent obligation under this Agreement.

12.5 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between the Addendum and the Original Agreement, the Addendum shall govern.

12.6 Counterparts. The 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.

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

"**Siemens**"

SIEMENS INDUSTRY, INC., a Delaware corporation

By: _____

Name: Darcy OTIS

Title: Area Manager

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on April 17th, 2012, by Darcy OTIS as Area Manager of Siemens Industry Inc corporation, on behalf of the corporation.

JANENE HAMILTON
Notary Public, State of Arizona
Maricopa County
My Commission Expires
April 03, 2014

(affix notary seal here)

Janene Hamilton
Notary Public in and for the State of ARIZONA

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Customer**"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

CITY COUNCIL REPORT

SUBJECT:
First Amendment to Professional Services Agreement - Carollo Engineers, Inc.

MEETING DATE:
May 7, 2012

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a First Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for PRV Station Design by increasing the agreement amount by $26,794, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City Manager approved a Professional Services Agreement with Carollo Engineers, Inc. on January 12, 2011 to provide design for a pressure reducing station (PRV) to serve the South Avondale Waterline . This agreement also included design efforts for sewer connections. This design was completed and plans prepared. After starting maintenance of the newly acquired Rigby water system, staff determined that additional protection is needed for the Rigby facilities. Staff has requested Carollo Engineers, Inc. to prepare plans for additional PRV stations to serve the Rigby area.

DISCUSSION:

Staff has started maintenance and operation of the newly acquired Rigby water system. Staff has determined that the existing infrastructure lines require additional protection. Tasks will include design of four (4) new smaller PRV stations to serve the two portions of the Rigby water system, as well as some minor work on the sewer system.

The total cost of this Amendment is $26,794 for a total of $56,376, and extends the contract completion date to November 30, 2012.

BUDGETARY IMPACT:

Funding is available in line item 514-1139-00-8520.

RECOMMENDATION:

Staff recommends that the City Council approve a First Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for PRV Station Design by increasing the agreement amount by $26,794 for a total of $56,376, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- First Amendment

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CAROLLO ENGINEERS, INC.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Agreement") is entered into as of May 7, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Carollo Engineers, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement dated January 5, 2011 for the Consultant provide engineering services for the design of a pressure reducing valve stations (the "Agreement").

B. The City has determined that additional services are necessary in connection with the Project (the "Additional Services").

C. The City and the Consultant desire to enter into this First Amendment to (i) extend the term of the Agreement, (ii) amend the Scope of Work to include the Additional Services and (iii) provide for compensation to 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 are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until November 30, 2012.

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

3. Compensation. The City shall increase the compensation to the Consultant by $26,794.00 for the Additional Services at the rates as set forth in the Scope of Work and Fee Proposal, attached hereto as Exhibit 1. The maximum aggregate amount for the Agreement as modified under this First Amendment shall not exceed $53,376.00.

4. 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.

5. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that (i) 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 and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

6. Conflict of Interest. This First Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

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

"**City**"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Consultant**"

CAROLLO ENGINEERS, INC., an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012, by _____, as _____ of CAROLLO ENGINEERS, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CAROLLO ENGINEERS, INC.

[Scope of Work and Fee Proposal]

See following pages.

Carollo Engineers, Inc.
for
City of Avondale Public Works Department

Design Services for Four Pressure Reducing Valve Stations on Avondale Boulevard

SCOPE OF SERVICES

April 16, 2012

Background

The City of Avondale is currently planning improvements to the water and wastewater infrastructure that serves PIR. These improvements are also being designed to deliver water to customers previously served by the former Rigby Water Company. As a part of the overall project, four new connections to the existing waterline in Avondale Boulevard and Southern Avenue are being developed. Each of these connections will also need pressure reducing valves (PRVs) to protect the pipelines in the Rigby water service area. The locations of these PRVs are as follows:

1. Roeser Road, east of Avondale Boulevard
2. Well site, west of Avondale Boulevard and south of Hidalgo Avenue
3. North side of Southern Avenue, at 122nd Avenue
4. North side of Southern Avenue, at 119th Drive

Purpose of Project

The purpose of this project is to complete the design of the above PRVs, and prepare construction contract documents for a design-bid-build method of delivery. The project schedule calls for an anticipated Notice to Proceed for the design by May 7, 2012, and submittal of 90% plans by June 1, 2012. Construction must be completed and in service by early March, 2013, in time for the March race at PIR.

The overall construction plans will include a portion of the proposed sewer relocation on Avondale Boulevard, north of Roeser Road.

The design documents in this Scope of Work (plans and specifications), when completed, will be submitted to the City for inclusion in the overall project plans being prepared by Kimley Horn Engineering.

Scope of Work

Task 1 Data Collection

Gather the following information needed to undertake the design at each site that includes but is not limited to survey information and any record or design drawings for the sites. Due to the compressed project schedule, it is anticipated that the City will collect this information prior to the NTP date, and will turn it over to the Engineer at the

kickoff meeting. The Engineer will review the data and determine if additional data is needed.

1) Record drawings of existing City facilities in the vicinity of each site
2) Water flow criteria for each site
3) Utility locations for other infrastructure in the vicinity of each site

Task 2 Design Development

2.1 **Surveying:** A new topographic survey is required at the 119th Drive site. There are existing topographic surveys available at the other sites. The City will provide the existing and new survey information by no later than the May 7 NTP date.

The Engineer will review the survey information as soon as it becomes available, and will notify the City immediately if additional information is needed.

2.2 **90% Design:** The 90% design will include final plans and specifications, sealed and signed, suitable for utility and agency review submittals. The Engineer will prepare the applications for reviews and make the submittal, but the City will pay all application and permit fees.

2.3 **Force main load calculations**. As a part of the design effort on this project, the Engineer will produce calculations verifying that the force main and manhole design at the location where the facilities cross the SRP electric easement are capable of supporting the higher loads from the heavy trucks as required by SRP.

The 90% design documents will also include the drawings for construction of a portion of the sewer and west manhole, with the remaining sewer, manhole, and force main shown as future. The existing drawings for the sewer work will also be modified to show the portion of sewer and manhole being installed under this project as existing.

2.4 **Final Design:** The final design documents will include corrections requested during the utility and agency reviews, and will include bidding and construction contract documents. The Final Design Submittal will be the “bid-ready” set of documents.

2.5 **Bid Phase Services:** The Engineer will provide services during the bid phase of the project, including assisting with the preparation of responses to questions and addenda; and assisting with the evaluation of bids. The City will be responsible for the sale of plans and specifications to prospective bidders.

Task 3 Project Deliverables

3.1 **90% Design:** Up to five sets of plans, specifications and estimated construction costs will be delivered to the City for review by the various departments. The City will deliver two sets of plans and specifications to affected utilities and other agencies, and one set will be delivered to MCESD with the Application for Approval to Construct.

It is anticipated that the review period for the 90% design documents will be 30 days from the submittal date.

3.2 **Final Design:** Two sets of final plans, specifications and estimated construction costs, and one set of copy-ready plans and specifications, will be delivered to the City.

Task 4 Project Management

4.1 **Meetings:** Schedule and conduct project meetings, including the kickoff meeting and 90% design review. Prepare and distribute agendas and minutes for each meeting.

4.2 **Other Project Management:** Provide ongoing project management, including billings and quality assurance.

Schedule

Notice to proceed from the City is expected by May 7, and the 90% design drawings are expected by June 1, 2012. To meet this schedule, drawings and other information should be gathered and provided at the kickoff meeting.

Project Fee

The attached spreadsheet shows the hourly rate and estimated hours for each job classification. Invoices will be issued monthly based on the hours of work completed in that month, up to the not to exceed price of $26,794.

Standard of Care

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

TASKS, MAN-HOURS and COSTS,
Design Services for Four Pressure Reducing Valve Stations,
City of Avondale, Arizona
April 2012

TASKS	Lead Project Professional	Project Professional	Professional	Assistant Professional	Senior Technician	Technician	Document Processing / Clerical	Total Man-Hours Per Task	Fee Per Task
Task 1.0 Data Collection									
1.1 Record Drawings					2	2		4	$522
1.2 Water Flow Criteria		2	2					4	$730
1.3 Existing and Proposed Utilities					2	2		4	$522
Subtotal	**0**	**2**	**2**	**0**	**4**	**4**	**0**	**12**	**$1,774**
Task 2.0 Design Development									
2.1 Surveying review					2	2		4	$522
2.2 90% Design	8	8	10	24	28	6	8	92	$14,138
2.3 Sewer and load calculations	2	2	2		2			8	$1,472
2.4 Final Design	1	2	2	4	4	2	4	19	$2,712
2.5 Bid Phase Services		6	4					10	$1,856
Subtotal	**11**	**18**	**18**	**28**	**36**	**10**	**12**	**133**	**$20,700**
Task 3.0 Project Deliverables									
3.1 90% Design		1	2			2	2	7	$920
3.2 Final Design		1	2			2	2	7	$920
Subtotal	**0**	**2**	**4**	**0**	**0**	**4**	**4**	**14**	**$1,840**
Task 4.0 Project Management									
4.1 Schedule & conduct meetings	1	2	2				2	7	$1,124
4.2 Quality assurance	1	4						5	$1,006
Subtotal	**2**	**6**	**2**	**0**	**0**	**0**	**2**	**12**	**$2,130**
Total Hours	**13**	**28**	**26**	**28**	**40**	**18**	**18**	**171**	
Hourly Rates*	$214	$198	$167	$143	$157	$104	$90		
Total Lump Sum Labor Costs	**$2,782**	**$5,544**	**$4,342**	**$4,004**	**$6,280**	**$1,872**	**$1,620**	**$26,444**	**$26,444**

Other Direct Costs		
Mileage	$100	
Printing	$250	
Subtotal		**$350**
TOTAL PROJECT COST		**$26,794**

CAROLLO ENGINEERS

CITY OF AVONDALE
DESIGN SERVICES FOR FOUR PRESSURE REDUCING VALVE STATIONS
ESTIMATED DRAWING LIST

Sheet No.	Description
1	Site Plans 1
2	Site Plans 2
3	Sewer - Plan & Profile
4	Sections & Details
5	Typical Details
6	Typical Details

CITY COUNCIL REPORT

SUBJECT:
First Amendment to Construction Contract – Technology Construction Inc.for Van Buren Bridge Repairs

MEETING DATE:
May 7, 2012

TO: Mayor and Council

FROM: Sue McDermott, P.E., Development Services Director/City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council approve the First Amendment to the Construction Contract with Technology Construction Inc. to provide additional concrete repair services for the Van Buren Bridge over the Agua Fria River, authorize the transfer of $67,889.63 from 304-1265-00-8420 to 304-1012-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale is responsible for inspecting all city bridges bi-annually in accordance with the policies defined in the Federal Highway Administration's National Bridge Standards. On October 15, 2007, City Council approved a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the inspection of City bridges.

In March 2010, ADOT inspected the city bridges and concluded that certain bridge repairs were warranted. ADOT identified a crack in the cap beam at the west abutment of the Van Buren Bridge over the Agua Fria River. The City entered into a contract with URS to investigate the crack and prepare construction documents for its repair.

On November 7, 2011, City Council awarded a construction contract to Technology Construction, Inc. for repair of the Van Buren Bridge over the Agua Fria River. The construction involved repairing the cracked west abutment, repairing the diaphragms at the piers, and repairing broken expansion joints.

DISCUSSION:

During the bridge repair work, additional areas of spalling/damaged concrete in and around the diaphragms were discovered. By utilizing the Contractor's lift to thoroughly inspect all areas around the diaphragms and piers, additional areas of damaged concrete were measured and documented. It was also discovered that there was insufficient expansion material between the cap beams and diaphragms forcing concrete to slide against concrete when the bridge expanded or contracted. This impeded the bridge's ability to move freely and is possibly the reason why the bridge's concrete was spalling and flaking off.

The Contractor was directed to repair the additional damaged concrete and remove the excess concrete from the cap beams so the bridge could freely expand and contract as needed.

SCHEDULE:

Amendment No. 1 did not extend the original schedule. The schedule for construction was as follows:

Construction Milestone Dates:
Council Award - November 7, 2011
Construction Began - January 9, 2012
Construction Ends - March 9, 2012

BUDGETARY IMPACT:

Funding for Amendment 1 in the amount of $67,889.63 is available in CIP Street Fund Line Item 304-1265-00-8420, Dysart/McDowell Intersection Improvements and is proposed to be transferred to CIP Street Fund Line Item, 304-1012-00-8420, Bridge Repairs.

RECOMMENDATION:

Staff recommends that City Council approve the First Amendment to the Construction Contract with Technology Construction, Inc. to provide additional concrete repair services for the Van Buren Bridge over the Agua Fria River, authorize the transfer of $67,889.63 from 304-1265-00-8420 to 304-1012-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Amendment 1

FIRST AMENDMENT
TO
CONTRACT NO. 13381C
BETWEEN
THE CITY OF AVONDALE
AND
TECHNOLOGY CONSTRUCTION, INC.

THIS FIRST AMENDMENT TO CONTRACT NO. 13381C (this "First Amendment") is made as of May 7, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Technology Construction, Inc., a Nevada corporation (the "Contractor").

RECITALS

A. The City and Contractor entered into Contract No. 13381C dated November 7, 2011, for the Contractor to provide all materials, equipment and labor for the repair of the bridge located at Van Buren Road over the Agua Fria River (the "Contract").

B. The City has determined that additional materials and work are necessary to complete the bridge repairs (the "Additional Work and Materials").

C. The City and the Contractor desire to enter into this First Amendment to (i) modify the Contractor's responsibilities under the Contract to include the Additional Work and Materials and (ii) provide for compensation to the Contractor for same.

AGREEMENT

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

1. Scope of Work. The Contractor shall provide the Additional Work and Materials as set forth in Change Order No. 1, attached hereto as Exhibit 1 and incorporated herein by reference.

2. Compensation. The Contractor's total compensation under the Contract shall be increased by no more than $67,889.63 from $100,610.00 to $168,499.63 as consideration for the Additional Work and Materials as more particularly set forth in Change Order No. 1 attached hereto as Exhibit 1.

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

4. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this

First Amendment, under any of the terms or conditions of the Contract and (ii) any and all claims, known and unknown, relating to the Contract and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Contract may be cancelled by the City 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

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

"**Contractor**"

TECHNOLOGY CONSTRUCTION, INC., a
Nevada corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012, by _____ as _____ of TECHNOLOGY CONSTRUCTION, INC., a Nevada corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

(affix notary seal here)

EXHIBIT 1
TO
FIRST AMENDMENT
TO
CONTRACT NO. 13381C
BETWEEN
THE CITY OF AVONDALE
AND
TECHNOLOGY CONSTRUCTION, INC.

(Change Order No. 1)

See following pages.

CONSTRUCTION CONTRACT CHANGE ORDER

CITY OF AVONDALE
ENGINEERING DEPARTMENT

Project Name: Bridge Repairs - Van Buren Street Bridge over Agua Fria River
City Project No.: EN 12-022
Design Engineer: City of Avondale

CHANGE ORDER NO.: 1 **Date:** February 6, 2012
Change Order Request No.: 1 Date: February 12, 2012

CONTRACTOR: Technology Construction, Inc.

Original Contract Start Date: January 9, 2012
Original Contract Completion Date: March 9, 2012
Revised Contract Completion Date: March 9, 2012

CHANGE ORDER DESCRIPTION: Extra costs associated with thoroughly inspecting all areas around the diaphragms and piers including the use of the Contractor's lift and labor. The additional identified damaged concrete was repaired and the excess concrete from the cap beams was removed so the bridge could freely expand and contract as needed. The additional bid item quantities and extra value work was authorized by City staff. The construction contract time was not changed. After final quantity adjustments the total Change Order is $67,889.63.

REASON FOR CHANGE ORDER: During the bridge repair work, additional areas of spalling/damaged concrete in and around the diaphragms were discovered. By utilizing the Contractor's lift to thoroughly inspect all areas around the diaphragms and piers, additional areas of damaged concrete were measured and documented. In addition, it was also discovered that there was not sufficient expansion material between the cap beams and diaphragms forcing concrete to slide against concrete when the bridge expanded or contracted, hence, impeding the bridges' ability to move freely.

CONTRACT AMOUNT

Original Contract:	$ 100,610.00
Previous C.O.'s:	$ 0.00
This Change Order:	$ 67,889.63
Total All C.O.'s:	$ 67,889.63
Revised Contract:	$ 168,499.63

CONTRACT TIME

Original Contract:	60 days
Previous C.O.'s:	0 days
This Change Order:	0 days
Total All C.O.'s:	0 days
Revised Contract:	60 days

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

CONTRACTOR:
Technology Construction, Inc.

By: _____
(Signature)

_____
(Title) (date)

CITY OF AVONDALE:

By: _____
Charles P. McClendon, City Manager (date)

Attest: _____
Carmen Martinez, City Clerk (date)

BRIDGE REPAIRS - VAN BUREN STREET BRIDGE OVER THE AGUA FRIA RIVER
FINAL AS-BUILT QUANTITIES CHANGE ORDER SUMMARY

Bid Item No.	Description	CONTRACT BID AMOUNT				AS-BUILT AMOUNT				%	DIFFERENCES	
		Bid Quantity	Unit	Unit Price	Total Contract Price	As-Built Quantity	Unit	Unit Price	Total Final Price		Under-Run	Over-Run
107.04000	Miscellaneous Reimbursables	1	ALLOW	$10,000.00	$ 10,000.00	0.000	1	$10,000.00	$ -	0.0%	$ 10,000.00	
109.09000	Mobilization/Demobilization	1	LS	$9,700.00	$ 9,700.00	1.000	1	$9,700.00	$ 9,700.00	100.0%		
401.01000	Traffic Control	1	LS	$4,000.00	$ 4,000.00	0.031	1	$4,000.00	$ 125.00	3.1%	$ 3,875.00	
401.01100	Uniformed Off-Duty Officer	1	ALLOW	$3,000.00	$ 3,000.00	1.000	1	$3,000.00		0.0%	$ 3,000.00	
515.10000	Trim Bolts at Guardrail Posts	1	LS	$1,000.00	$ 1,000.00	1.000	1	$1,000.00	$ 1,000.00	100.0%		
515.20000	Miscellaneous Work (Diaphragm Repairs)	120	SF	$225.00	$ 27,000.00	433.000	120	$225.00	$ 97,425.00	360.8%		$ 70,425.00
515.30000	Miscellaneous Work (Expansion Joint Repairs)	204	LF	$135.00	$ 27,540.00	204.000	204	$135.00	$ 27,540.00	100.0%		
515.40000	Miscellaneous Work (West Abutment Repairs)	1	LS	$15,000.00	$ 15,000.00	1.000	1	$15,000.00	$ 15,000.00	100.0%		
	Taxes As Applicable				$ 3,370.00						$ 173.54	
	Contract Total				$ 100,610.00				$ 150,790.00		$ 17,048.54	
	Change Order No. 1											
	Remove Concrete Overburden					1.000	LS	$14,513.17	$ 14,513.17			$ 14,513.17
515.20000	Additional Diaphragm Repairs					313.000	SF	$225.00	$ 70,425.00			$ 70,425.00
	Under/Over-Run Subtotals										$ 17,048.54	$ 84,938.17
	Change Order Total											$ 67,889.63

Contractor: Technology Construction, Inc.

TECHNOLOGY CONSTRUCTION INC.

Date:	Job No.
2/6/2012	To Be Determined
Attention	Jim Badowich

Project Name	Avondale Bridge Repairs
Tracs No.	To Be Determined
Project No.	EN 12-022

Description of Work
Remove Concrete Overburden

Labor

Classification	Hours	Rate (WR)	Fringe (FR)	(WR+Burden)		Total
David Cook	20	$ 25.00	$ -	$ 31.00		$ 930.00
Labor	40	$ 20.00	$ -	$ 24.80		$ 1,488.00
Labor	40	$ 20.00	$ -	$ 24.80		$ 1,488.00
Labor	40	$ 20.00	$ -	$ 24.80		$ 1,488.00
Labor	40	$ 20.00	$ -	$ 24.80		$ 1,488.00
Len Nattress	40	$ 44.33	$ -	$ 54.97		$ 3,298.15

Subtotal Labor	$ 10,180.15

Equipment

Equipment No.	Make	Model	Days	Daily Rate	Markup	Total
Genie Lift	Genie		8	$ 225.00	-	$ 1,800.00
					-	$ -
						$ -
						$ -
						$ -
						$ -

Subtotal Equipment	$ 1,800.00

Housing

Description	Days	Unit Rate	Amount		Total
David Cook	4	$ 80.00	$ 320.00		$ 320.00
Supervisor	4	$ 80.00	$ 320.00		$ 320.00
					$ -
					$ -

Subtotal Housing	$ 640.00

TECHNOLOGY CONSTRUCTION INC.

Date:	Job No.
2/6/2012	TBD
Attention	
Jim Badowich	
Description of Work	
Concrete Overburdern Removal	

Project Name	Avondale Bridge Repair
Tracs No.	To Be Determined
Project No.	EN 12-022

Mobilization

Description					Total
General Mobilization Costs					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Subtotal Mobilization	**$ -**

Materials

Description	Quantity	Unit	Cost		Total
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Subtotal Materials	$ -

Total	$ 12,620.15

PROFIT	$ 1,262.02
OVERHEAD	$ 631.01
TOTAL PROPOSAL	$ 14,513.17
TOTAL LF Price	$ 51.28

Van Buren Bridge over Agua Fria River
Avondale Project No. EN 12-022
URS Project No. 23446087

Design: RAS Date: 3/2/12
Check: AG Date: 3/2/12

Areas of Spall Repair Work at Epansion Piers

Location		Girder 1 to Girder 2		Girder 2 to Girder 3		Girder 3 to Girder 4		Girder 4 to Girder 5		Girder 5 to Girder 6		Girder 6 to Girder 7		Total Repair Area (ft^2)
		Area 1 (ft^2)	Area 2 (ft^2)	Area 1 (ft^2)	Area 2 (ft^2)	Area 1 (ft^2)	Area 2 (ft^2)	Area 1 (ft^2)	Area 2 (ft^2)	Area 1 (ft^2)	Area 2 (ft^2)	Area 1 (ft^2)	Area 2 (ft^2)	
Pier 2	Looking East	6.32	4.58	1.73	2.77	6.16	5.30	8.18	7.10	14.42	13.26	11.47	4.33	85.62
	Looking West	8.53	7.24	7.98	6.67	6.51	19.49	11.22	9.34	5.11	5.47	1.05	0.86	89.47
	Pier 2 Subtotal													**175**
Pier 5	Looking East	3.68	2.74	2.06	6.80	8.65	9.72	8.44	6.10	6.39	7.26	4.86	3.25	69.95
	Looking West	3.90	3.58	2.09	5.37	4.15	2.77	2.23	6.16	2.70	4.25	5.01	5.02	47.23
	Pier 5 Subtotal													**117**
Pier 8	Looking East	2.33	2.06	1.89	2.34	1.88	1.33	18.17	0.00	19.30	0.00	4.40	1.81	55.51
	Looking West	9.27	13.26	9.86	5.00	4.61	4.18	4.78	5.15	5.82	4.44	6.26	12.68	85.31
	Pier 8 Subtotal													**141**
												Grand Total (ft^2)		433

Registered Professional Engineer (Civil)
CERTIFICATE NO.
32342
RUSSELL A.
STUART
Date Signed 3/2/12
ARIZONA U.S.A.

Russell A. Stuart

EXPIRES 3/31/13

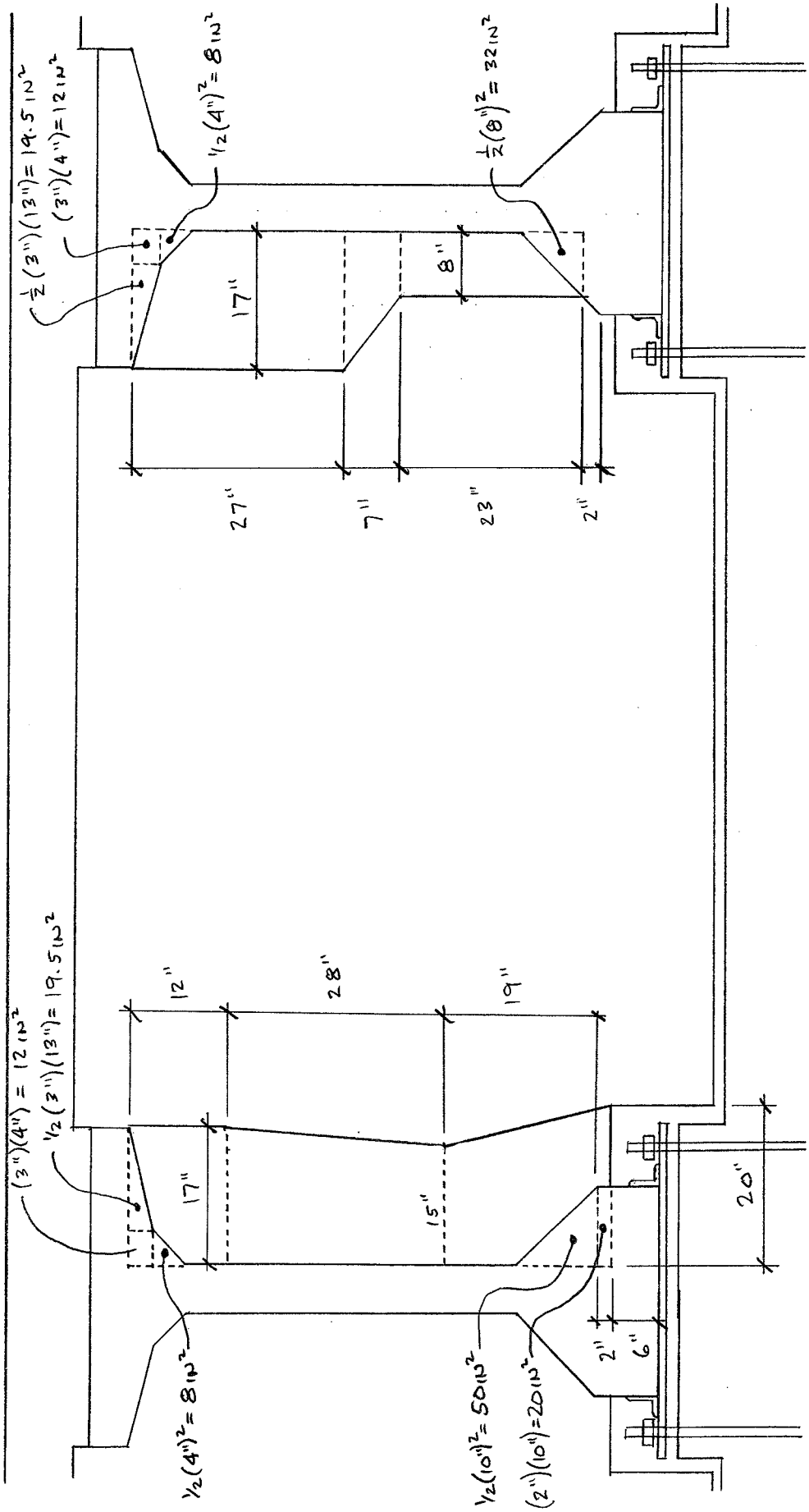
URS

Job VAN BUREN BRIDGE REPAIR | Project No. 23446087 | Sheet ___ of ___

Description DIAPHRAGM REMOVAL AREAS | Computed by RAS | Date 2/29/12

Checked by AG | Date 3/2/12

Reference



PIER 2

LOOKING EAST

GIRDER 2

$A = (17")(27") - (19.5 + 12 + 8) + \frac{1}{2}(17" + 8")(7") + (8")(23") - (32)$

$= 659 \text{ in}^2$

$= \underline{\underline{4.58 \text{ SF}}}$

GIRDER 1

$A = (17")(12") - (12 + 19.5 + 8) + \frac{1}{2}(17" + 15")(28") + \frac{1}{2}(15" + 20")(21") - (50 + 20)$

$= 910 \text{ in}^2$

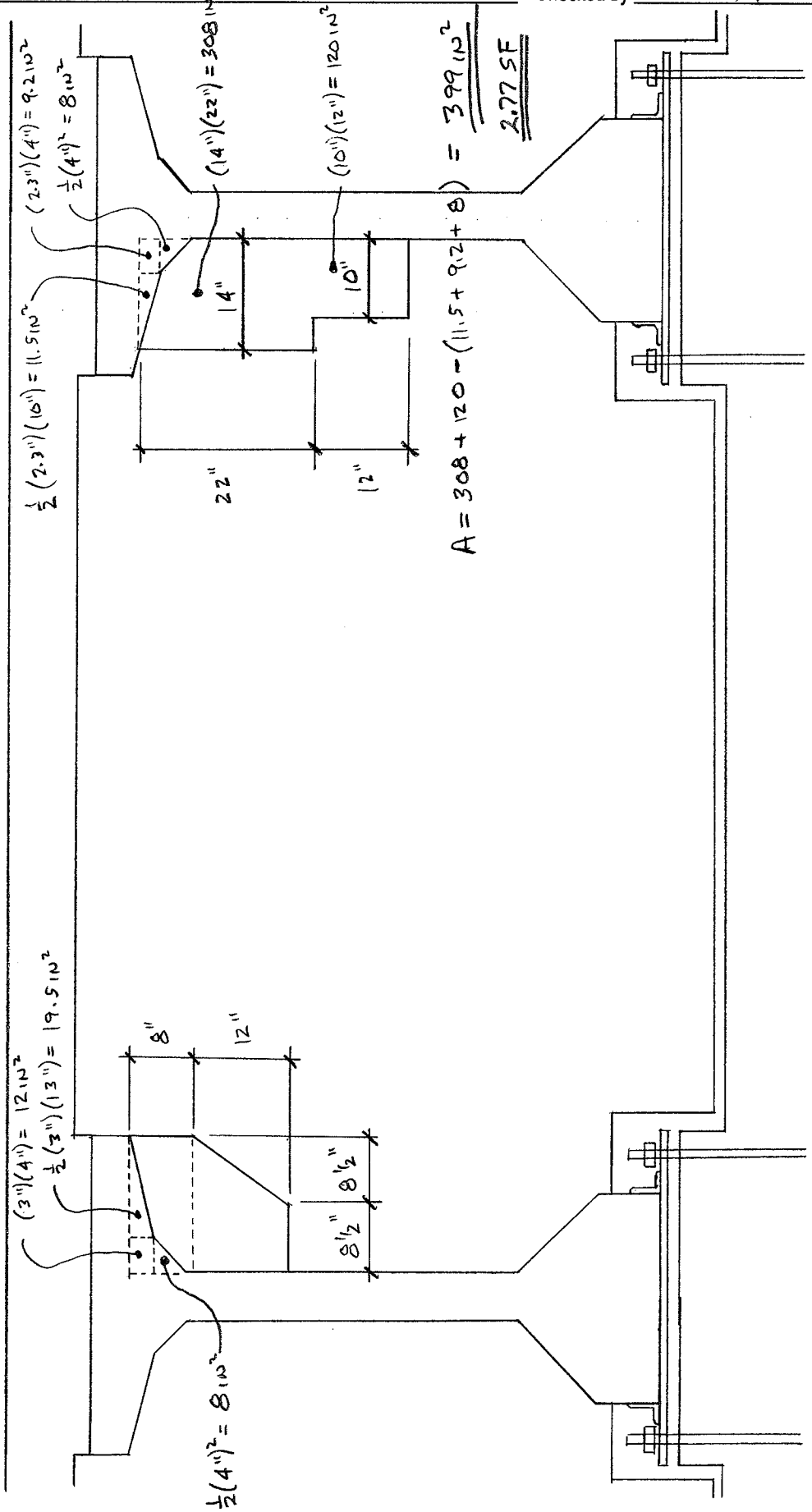
$= \underline{\underline{6.32 \text{ SF}}}$

URS

Job VAN BUREN BRIDGE REPAIR
Description DIAPHRAGM REMOVAL AREAS

Project No. 23446087
Computed by RAS
Checked by AH

Page 3 of 37
Sheet ___ of ___
Date 2/29/12
Date 3/2/12
Reference



GIRDER 3

PIER 2
LOOKING EAST

GIRDER 2

$A = (17")(8") - (12 + 19.5 + 8) + \frac{1}{2}(17" + 8.5")(12")$
$= 249.5 in^2$
$= 1.73$ SF

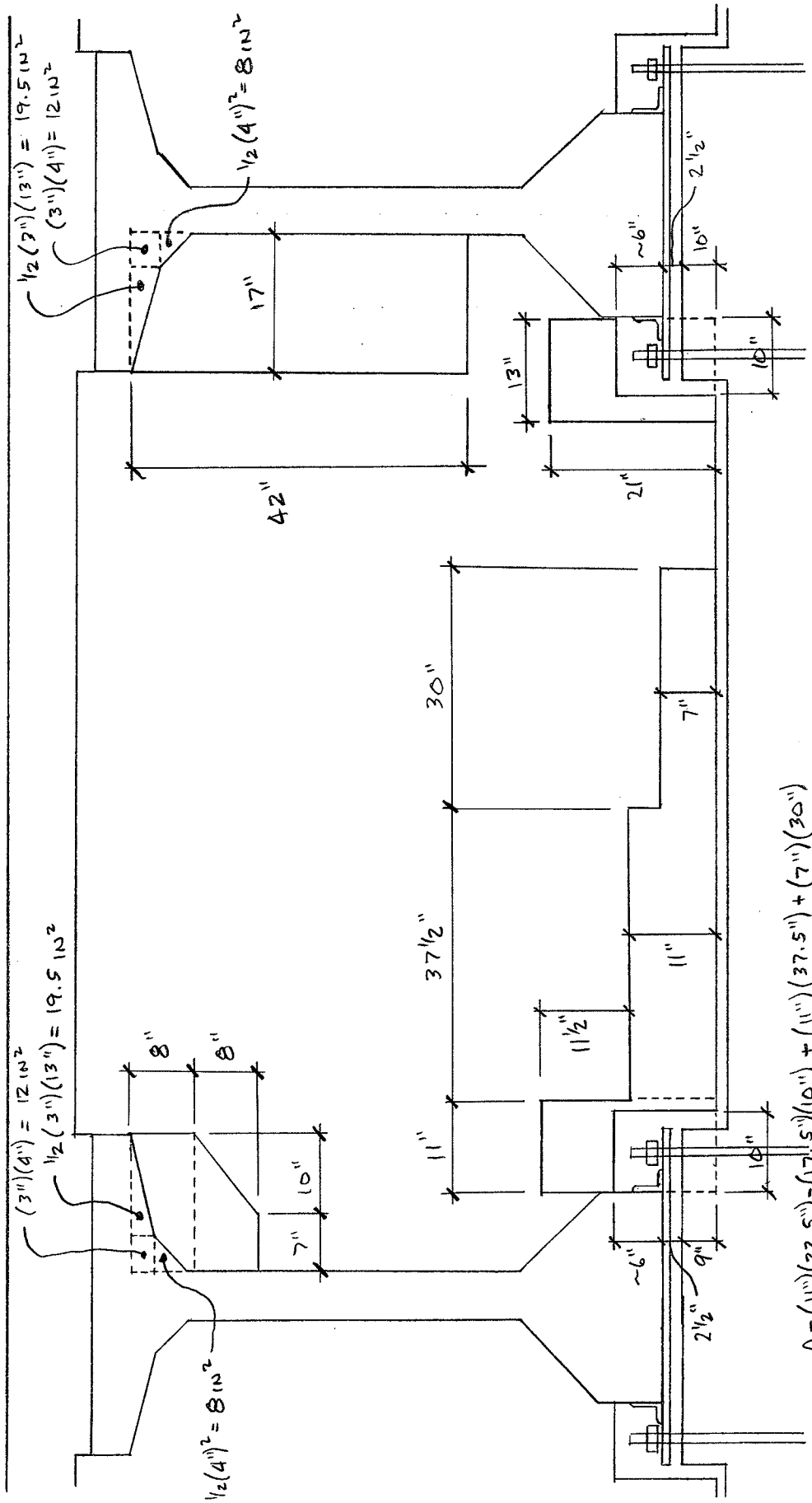
URS

Job VAN BUREN BRIDGE REPAIR | Project No. 23446087 | Sheet ____ of ____

Description DIAPHRAGM REMOVAL AREAS | Computed by RAS | Date 2/29/12

Checked by AY | Date 3/2/12

Reference



GIRDER 4

$A = (17")(42") - (19.5 + 12 + 8) + (13")(21") - (18.5")(10")$

$= 762.5 \text{ in}^2$

$= \underline{\underline{5.30 \text{ SF}}}$

GIRDER 3

$A = (11")(22.5") - (17.5")(10") + (11")(37.5") + (7")(30") + (17")(8") - (12 + 19.5 + 8) + \frac{1}{2}(17" + 7")(8")$

$= 887.5 \text{ in}^2$

$= \underline{\underline{6.16 \text{ SF}}}$

PIER 2

LOOKING EAST

URS

Job VAN BUREN BRIDGE REPAIR

Description DIAPHRAGM REMOVAL AREAS

Project No. 23446087

Computed by RAS

Checked by AN

Page 5 of 37

Sheet ___ of ___

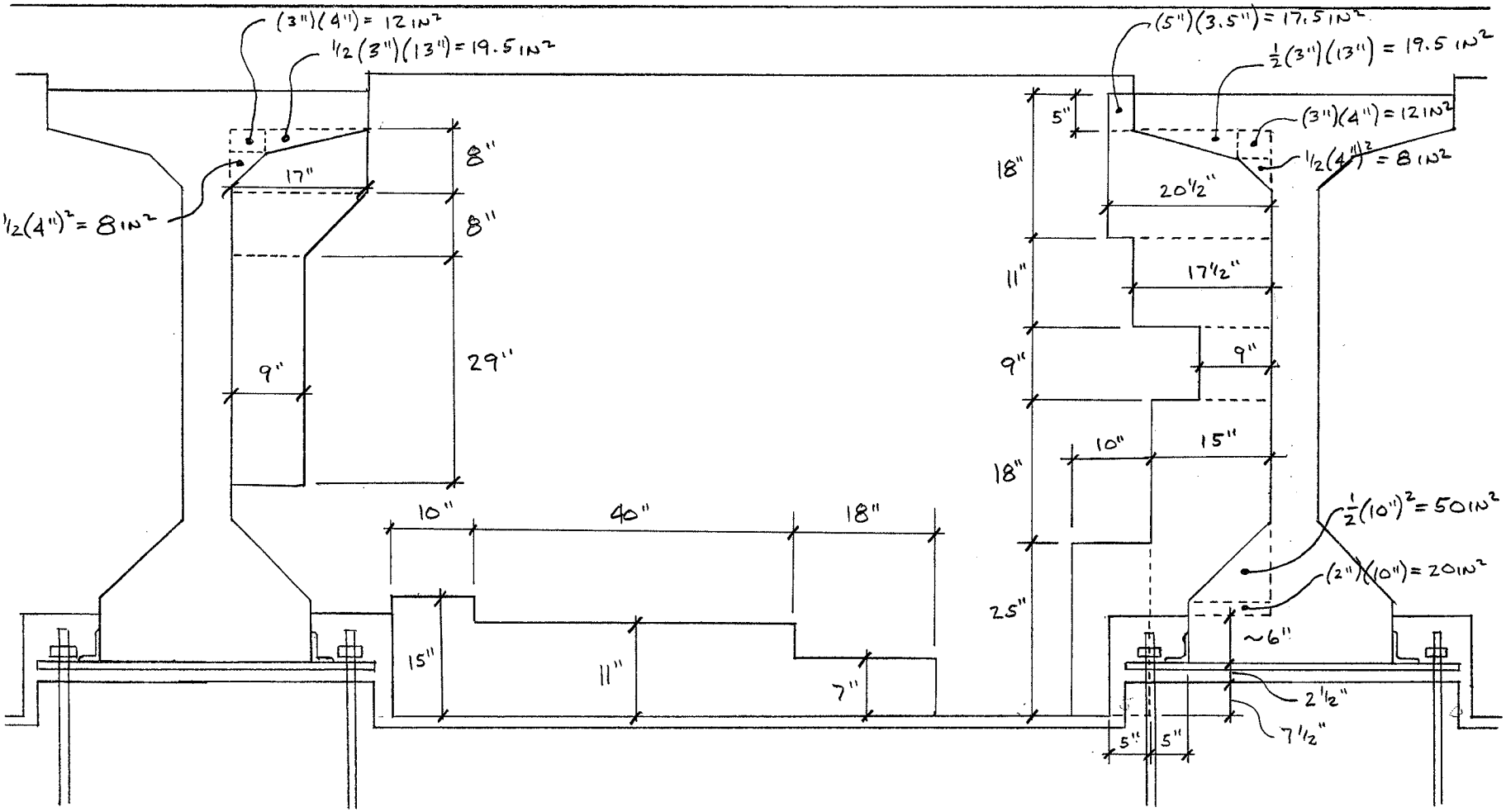
Date 2/29/12

Date 3/2/12

Reference

$$A = 17.5 + (13")(20.5") - (19.5 + 12 + 8) + (11")(17.5") + (9")^2 + (15")(27") - (50 + 20) + (10")(25") - (5")(16") = 1023 \text{ IN}^2$$

$$= 7.10 \text{ SF}$$



GIRDER 4

$$A = (17")(8") - (12 + 19.5 + 8) + \tfrac{1}{2}(17" + 9")(8") + (9")(29") + (10")(15") + (40")(11") + (18")(7")$$

$$= 1177.5 \text{ IN}^2$$

$$= \underline{8.18 \text{ SF}}$$

PIER 2

LOOKING EAST

GIRDER 5

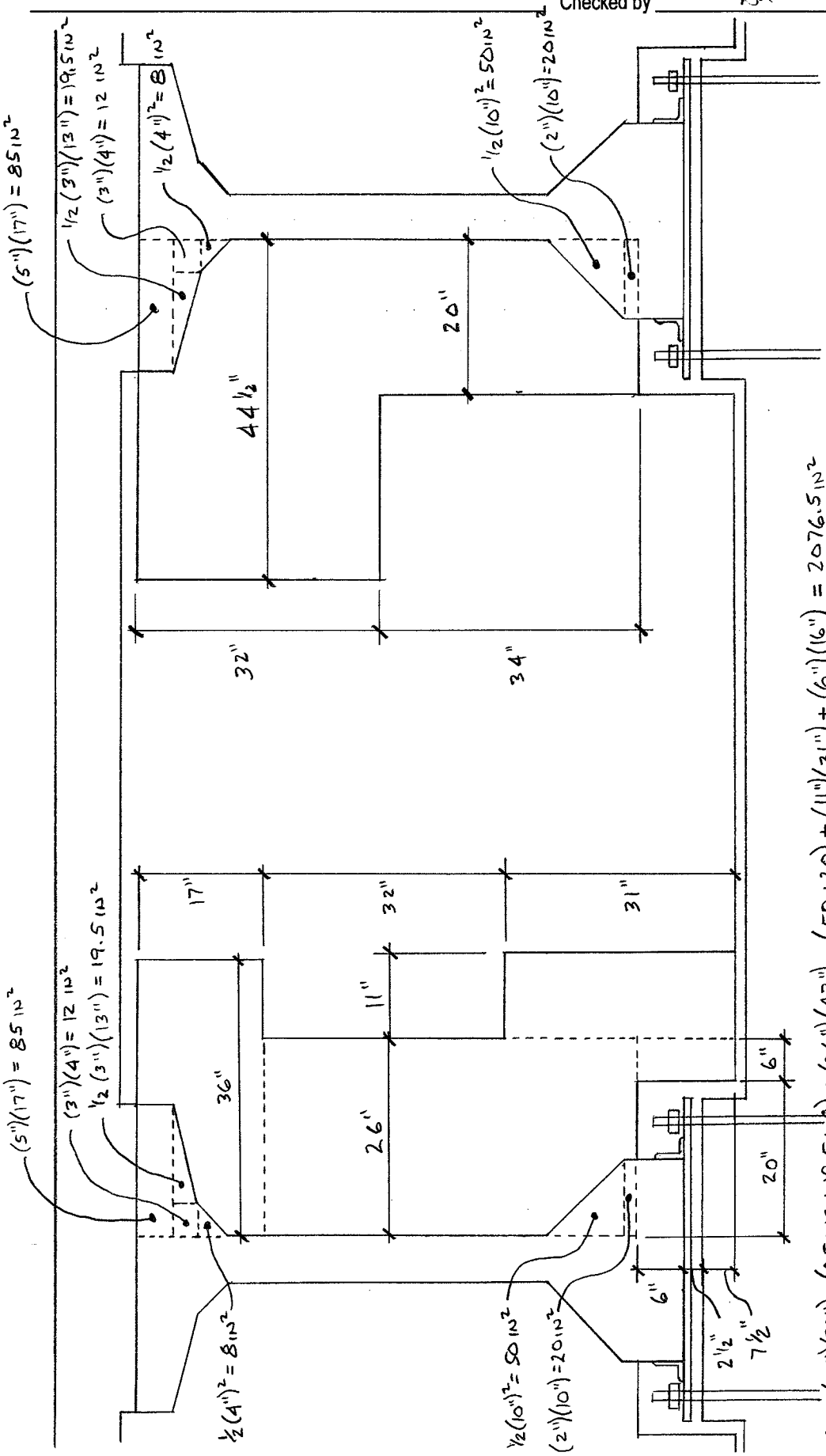
URS

Job VAN BUREN BRIDGE REPAIR | Project No. 23446087 | Sheet ____ of ____

Description DIAPHRAGM REMOVAL AREAS | Computed by RAS | Date 2/29/12

Checked by AN | Date 3/2/12

Reference



GIRDER 6

A = (32")(44.5") − (85 + 19.5 + 12 + 8) + (20")(34") − (50 + 20)

= 1909.5 in²

= 13.26 SF

A = (17")(36") − (85 + 12 + 19.5 + 8) + (26")(47") − (50 + 20) + (11")(31") + (6")(16") = 2076.5 in²

= 14.42 SF

GIRDER 5

PIER 2

LOOKING EAST

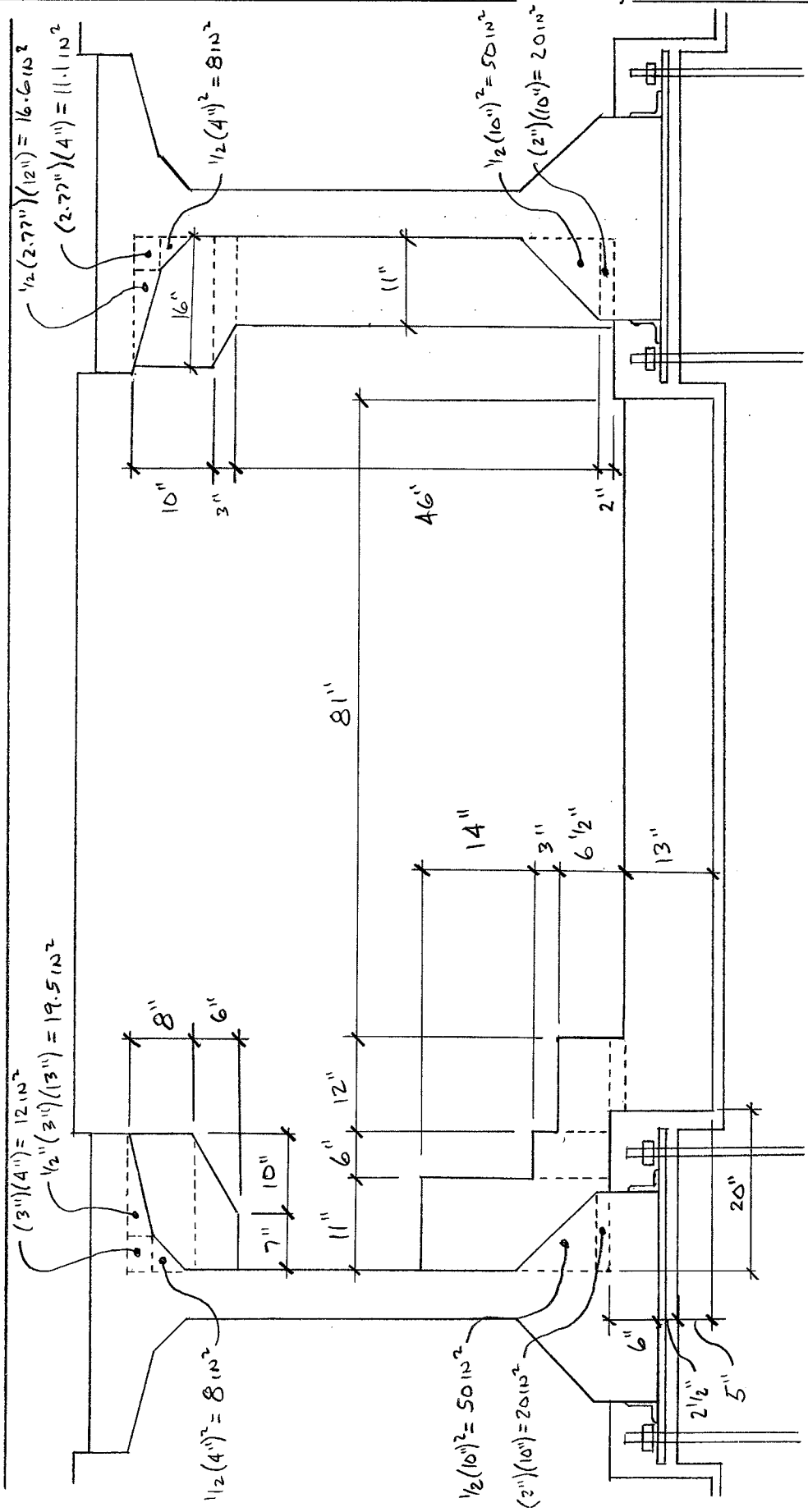
URS

Job VAN BUREN BRIDGE REPAIR | Project No. 23446087 | Page 7 of 37

Description DIAPHRAGM REMOVAL AREAS | Computed by RAS | Sheet ___ of ___

Checked by AG | Date 2/29/12 | Date 3/2/12

Reference



GIRDER 7

$A = (16")(10") - (16.6 + 11.1 + 8) + \frac{1}{2}(16" + 11")(3")$
$+ (11")(48") - (50 + 20)$
$= 622.8 \text{ in}^2$
$= \underline{\underline{4.33 \text{ SF}}}$

PIER 2

LOOKING EAST

GIRDER 6

$A = (17")(8") - (12 + 19.5 + 8) + \frac{1}{2}(17" + 7")(6")$
$+ (11")(23.0") - (50 + 20) + (6")(9") + (12")(6")$
$+ (9")(0.5") + (13")(90")$
$= 1652 \text{ in}^2$
$= \underline{\underline{11.47 \text{ SF}}}$

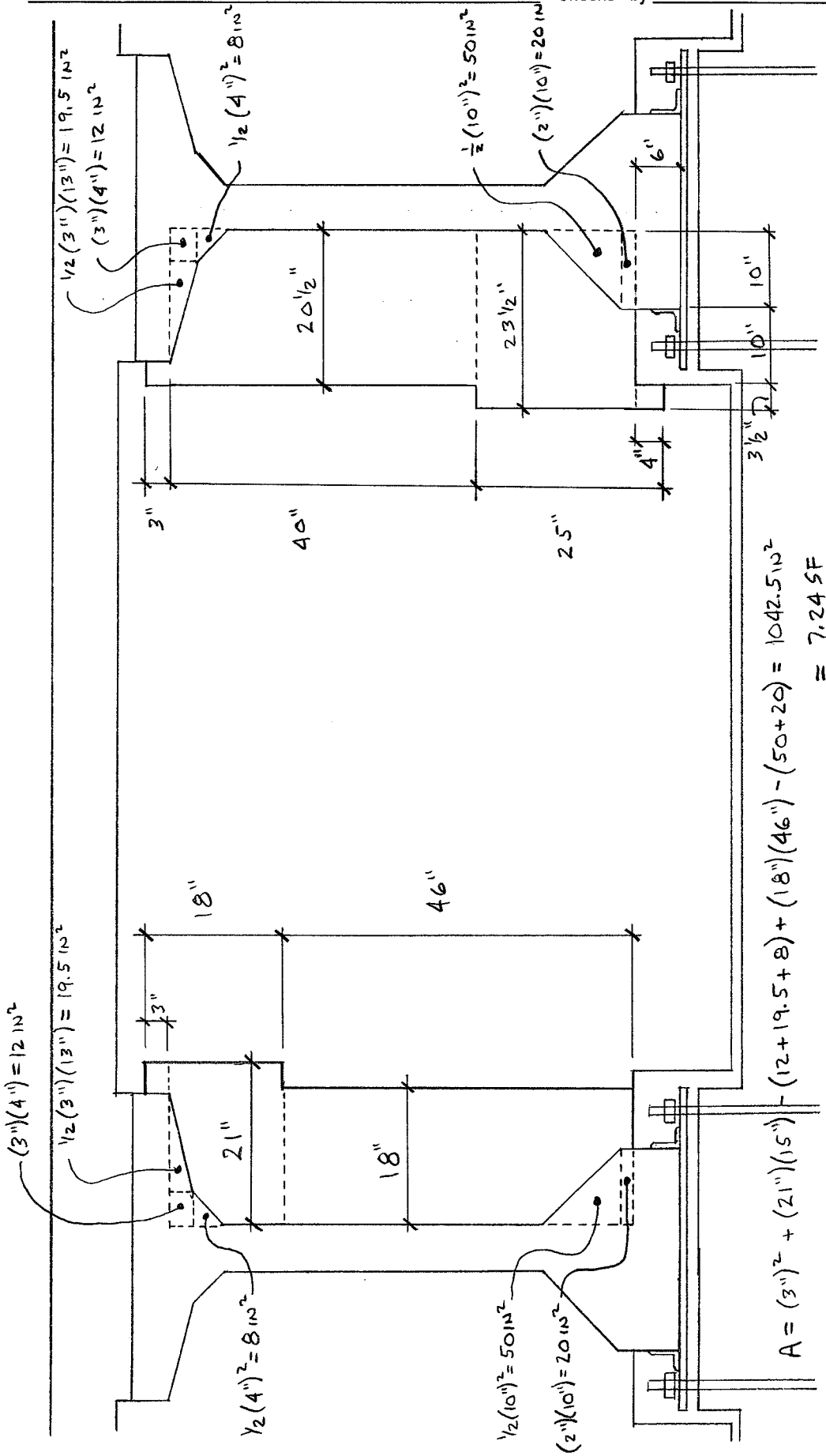
URS

Job VAN BUREN BRIDGE REPAIR | Project No. 23446087 | Sheet ___ of ___

Description DIAPHRAGM REMOVAL AREAS | Computed by RAS | Date 2/29/12

Checked by Ah | Date 3/2/12

Reference



GIRDER 1

$A = (3")(3.5") + (20.5")(40") - (19.5+12+8) + (23.5")(21") - (50+20) + (4")(3.5")$

$= 1228.5 \text{ in}^2$

$= 8.53 \text{ SF}$

$A = (12+19.5+8) + (18")(46") - (50+20) = 1042.5 \text{ in}^2$

$= 7.24 \text{ SF}$

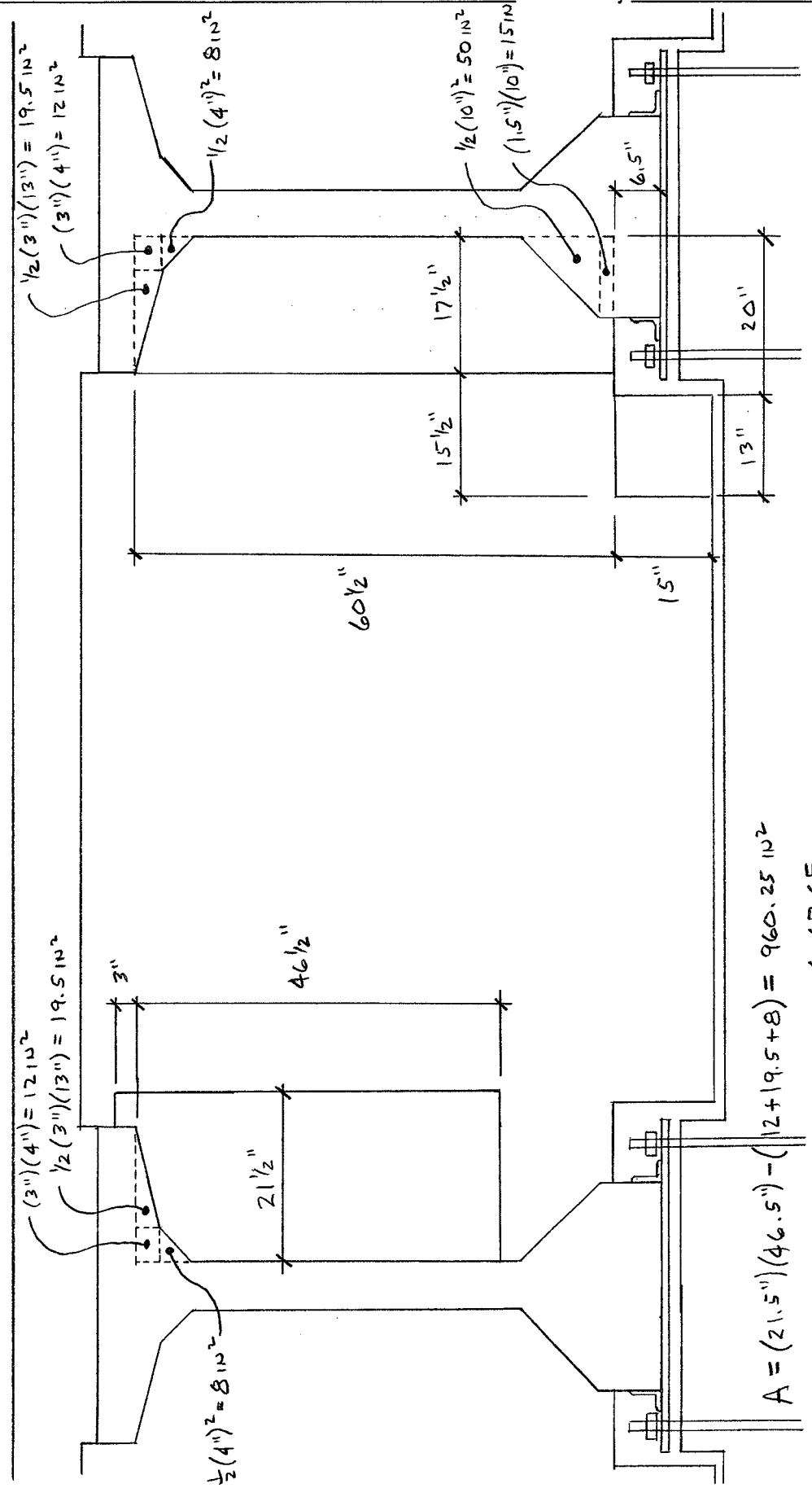
$A = (3")^2 + (21")(15")$

GIRDER 2

PIER 2

LOOKING WEST

Job VAN BUREN BRIDGE REPAIR
Project No. 23446087
Description DIAPHRAGM REMOVAL AREAS
Computed by RAS
Date 2/29/12
Checked by AM
Date 3/2/12
Reference



$A = (17.5")(60.5") - (19.5+12+8) - \frac{2}{(50+15)}$
$+ (15")(13")$
$= 1149.25 \text{ in}^2$
$= 7.98 \text{ SF}$

PIER 2
LOOKING WEST

$A = (21.5")(46.5") - (12+19.5+8) = 960.25 \text{ in}^2$
$= 6.67 \text{ SF}$

GIRDER 3

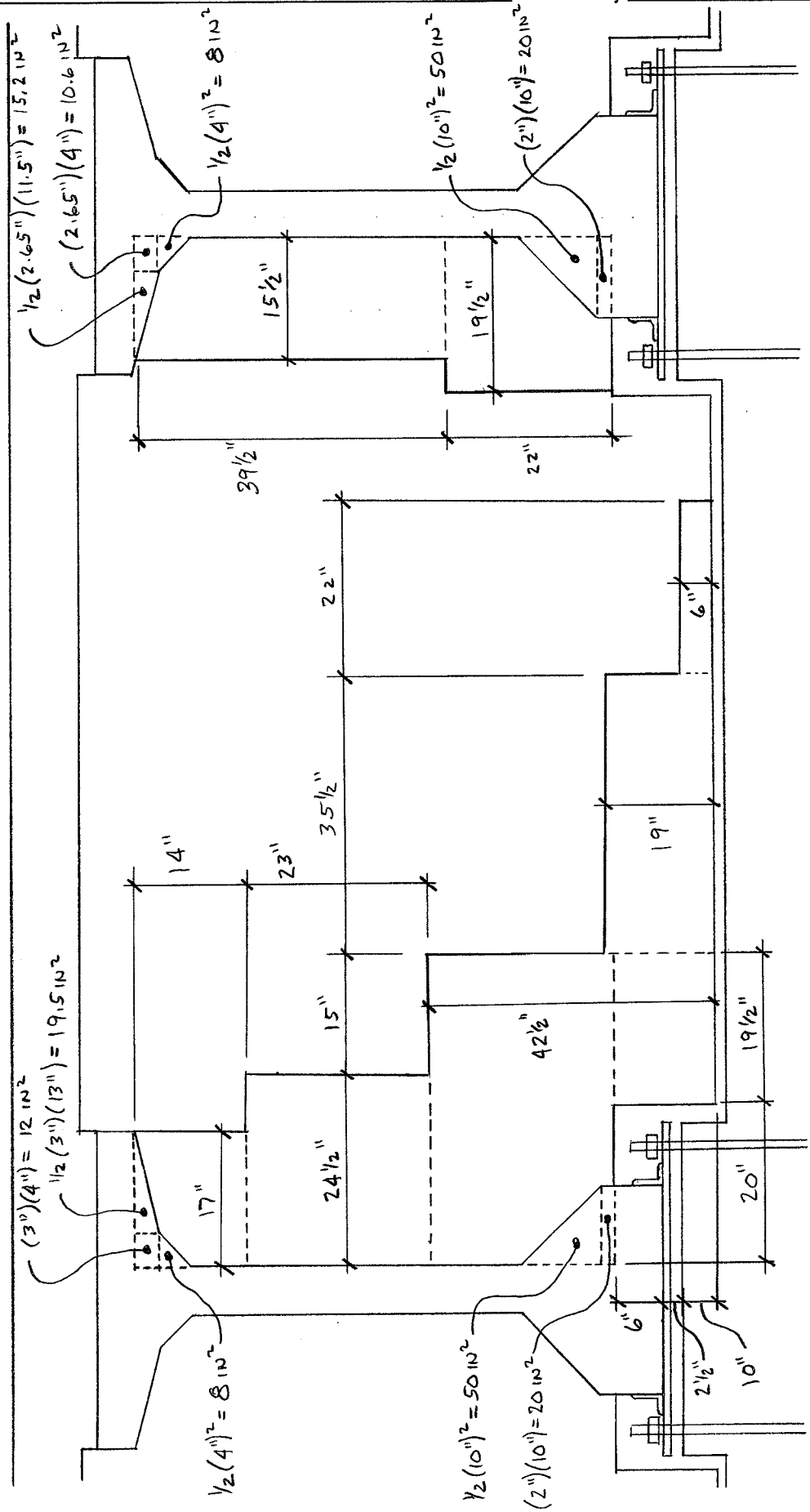
URS

Job VAN BUREN BRIDGE REPAIR | Project No. 23446087 | Sheet ____ of ____

Description DIAPHRAGM REMOVAL AREAS | Computed by RAS | Date 2/29/12

Checked by AG | Date 3/2/12

Reference



PIER 2

LOOKING WEST

GIRDER 3

$A = (15.5")(39.5") - (15.2 + 10.6 + 8) + (19.5")(22") - (50 + 20)$

$= 937.5 \text{ in}^2$

$= \underline{\underline{6.51 \text{ SF}}}$

GIRDER 4

$A = (17")(14") - (12 + 19.5 + 8) + (24.5")(23") + (39.5")(42.5") - (50 + 20) - (18.5")(20") + + (35.5")(19") + (22")(6")$

$= 2807.25 \text{ in}^2$

$= \underline{\underline{19.49 \text{ SF}}}$

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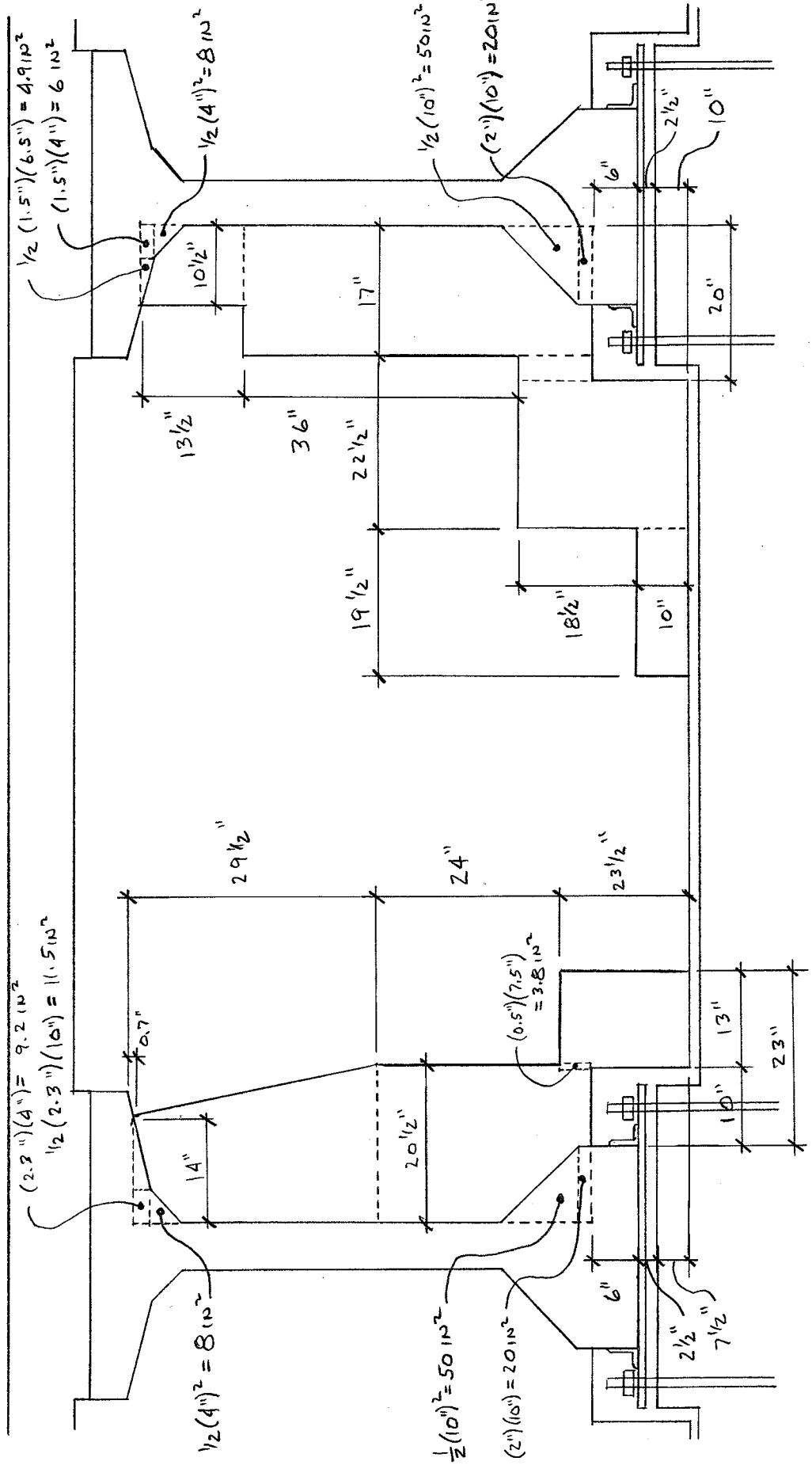

GIRDER 4

$A = (10.5")(13.5") - (4.9 + 6 + 8) + (17")(46") - (50 + 20) + (3")(10") + (19.5")(28.5") + (19.5")(10")$

$= 1615.6 \text{ in}^2$

$= \underline{\underline{11.22 \text{ SF}}}$

PIER 2

LOOKING WEST

GIRDER 5

$A = (20.5")(31.5") - (50 + 20 + 3.8) + (13")(23.5") + \frac{1}{2}(14" + 20.5")(28.8") - (9.2 + 11.5 + 8)$

$= 1345.6 \text{ in}^2$

$= \underline{\underline{9.34 \text{ SF}}}$

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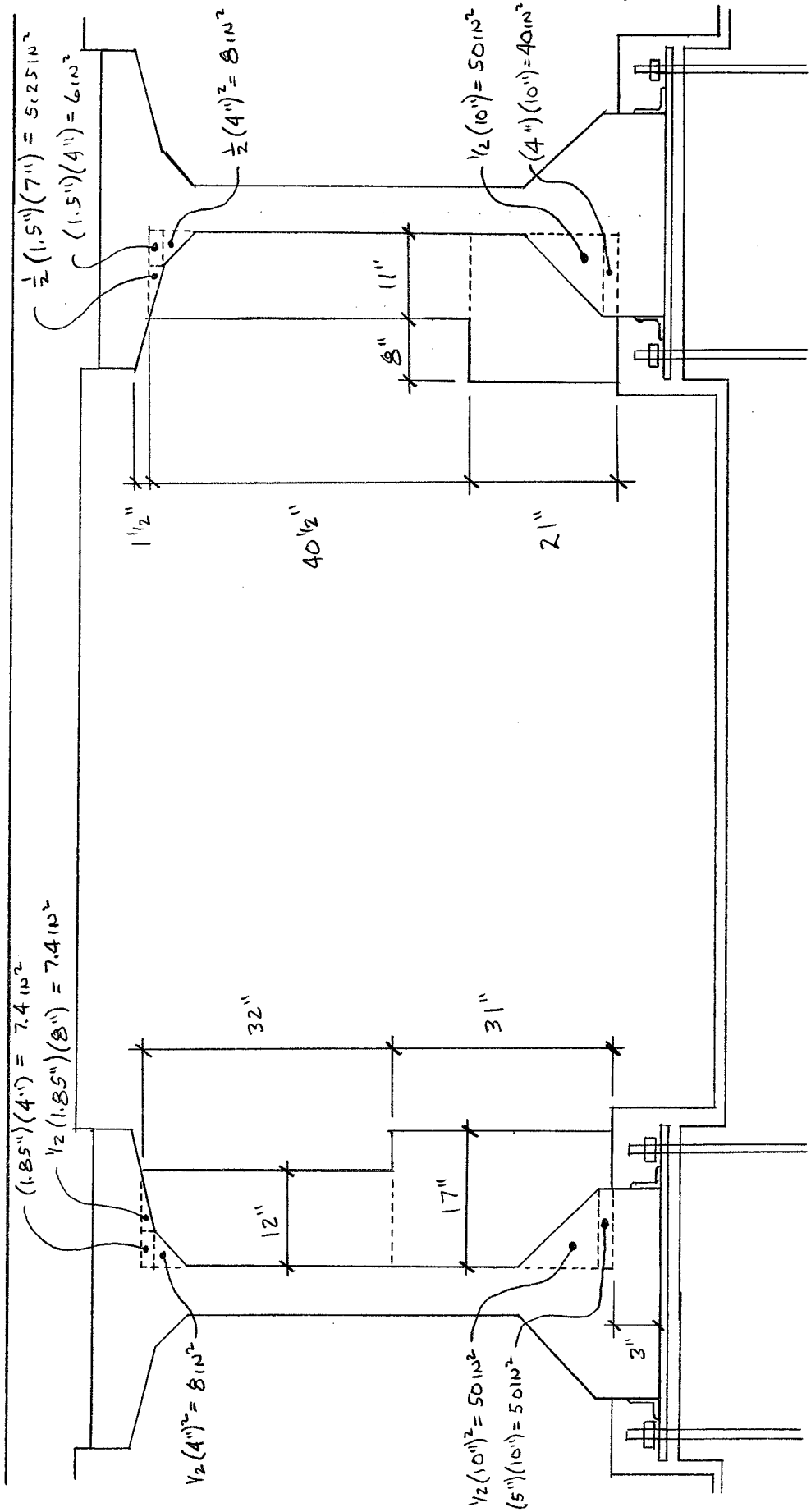

GIRDER 5

A = (11")(40.5") − (5.25 + 6 + 8) + (19")(21") − (50 + 40)
= 735.25 in²
= 5.11 SF

PIER 2
LOOKING WEST

GIRDER 6

A = (12")(32") − (7.4 + 7.4 + 8) + (17")(31") − (50 + 50)
= 788 in²
= 5.47 SF

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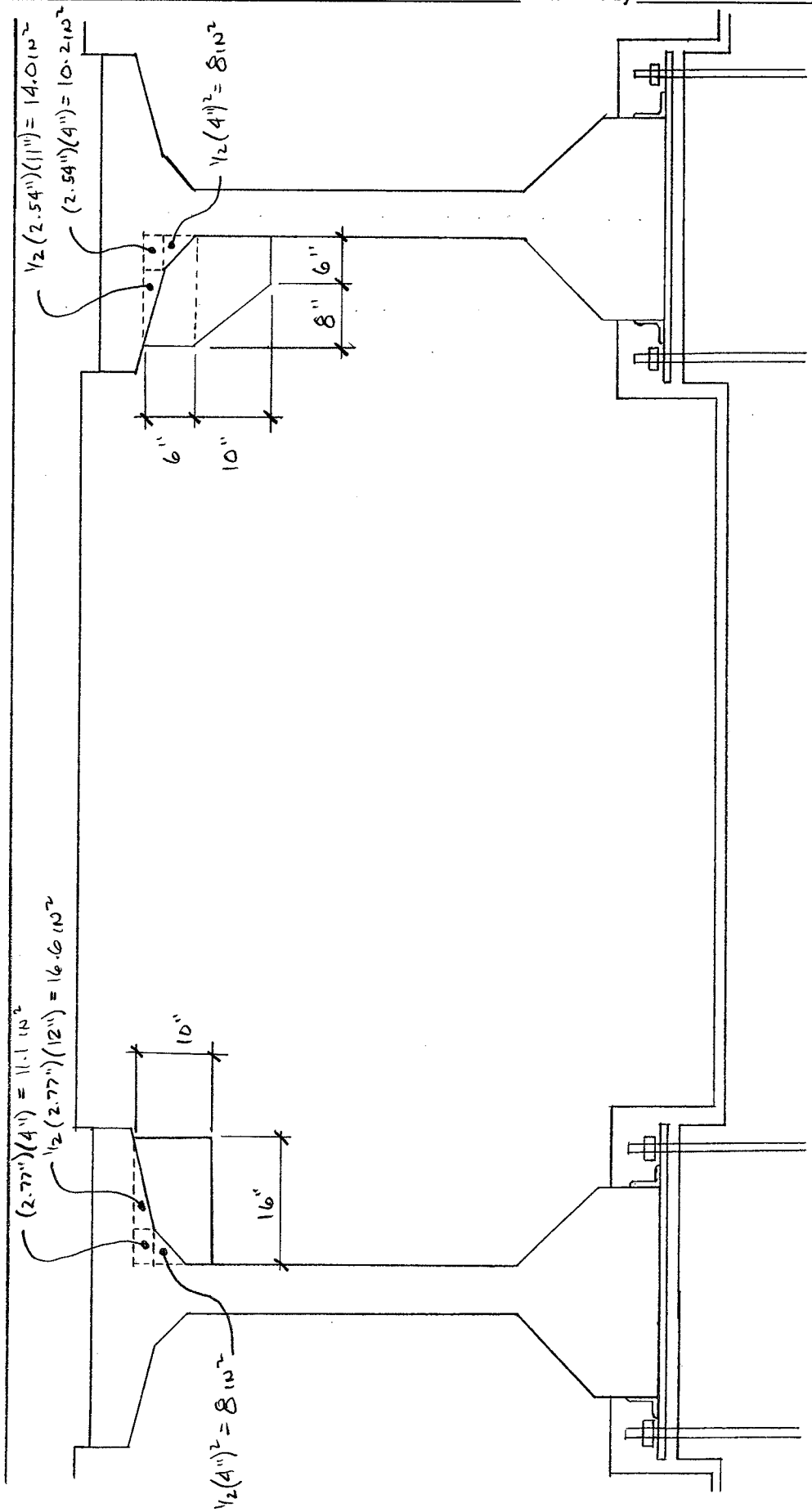

GIRDER 6

A = (14")(6") − (14.0 + 10.2 + 8) + ½(14" + 6")(10")

= 151.8 in²

= 1.05 SF

PIER 2

LOOKING WEST

GIRDER 7

A = (16")(10") − (11.1 + 16.6 + 8) = 124.3 in²

= 0.86 SF

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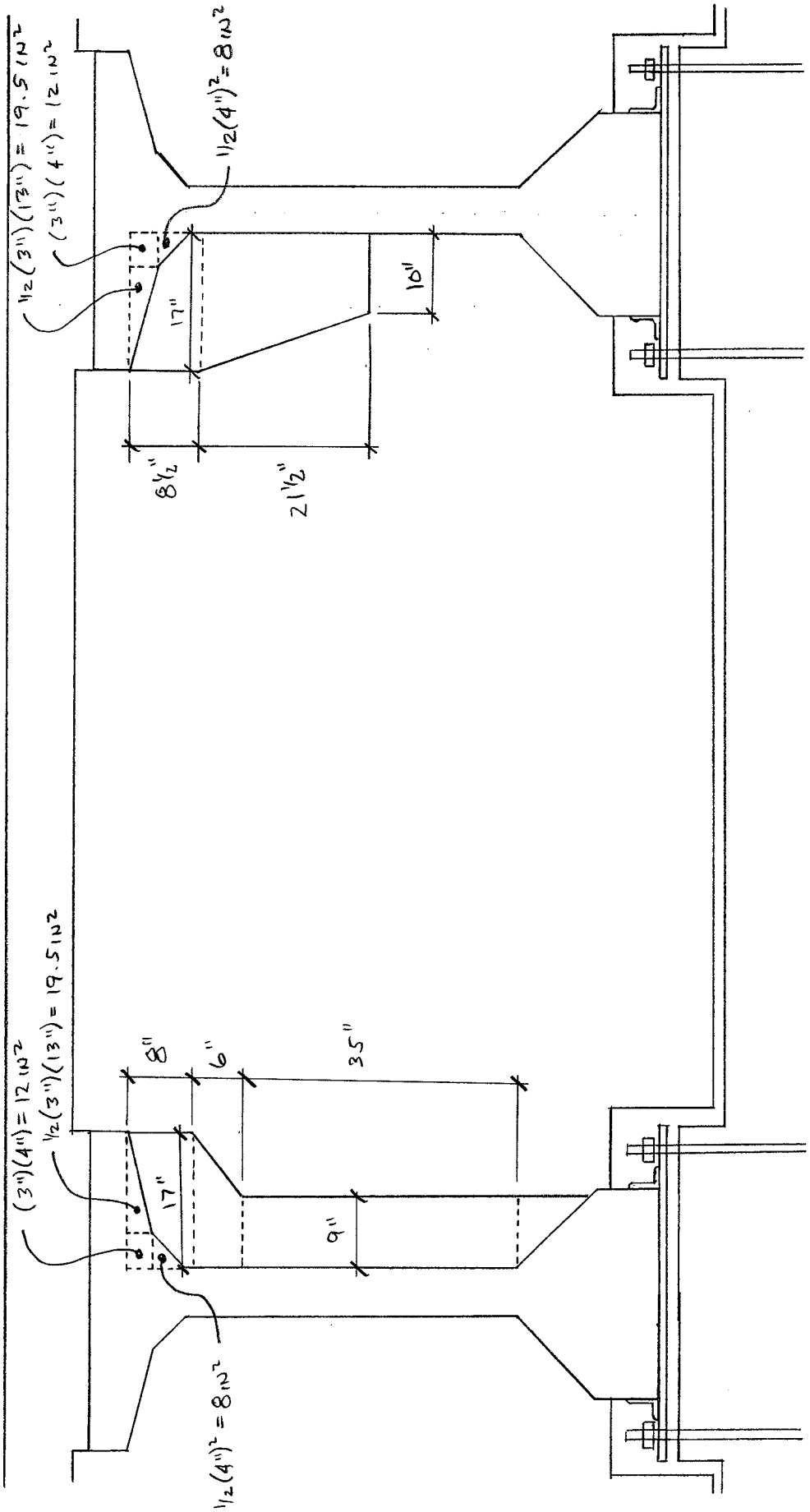

PIER 5

LOOKING EAST

GIRDER 2

$A = (17")(8.5") - (19.5 + 12 + 8) + \frac{1}{2}(17" + 10")(21.5")$

$= 395.25 \text{ IN}^2$

$= 2.74 \text{ SF}$

GIRDER 1

$A = (17")(8") - (12 + 19.5 + 8) + \frac{1}{2}(17" + 9")(6") + (9")(35") + \frac{1}{2}(9")^2$

$= 530 \text{ IN}^2$

$= 3.68 \text{ SF}$

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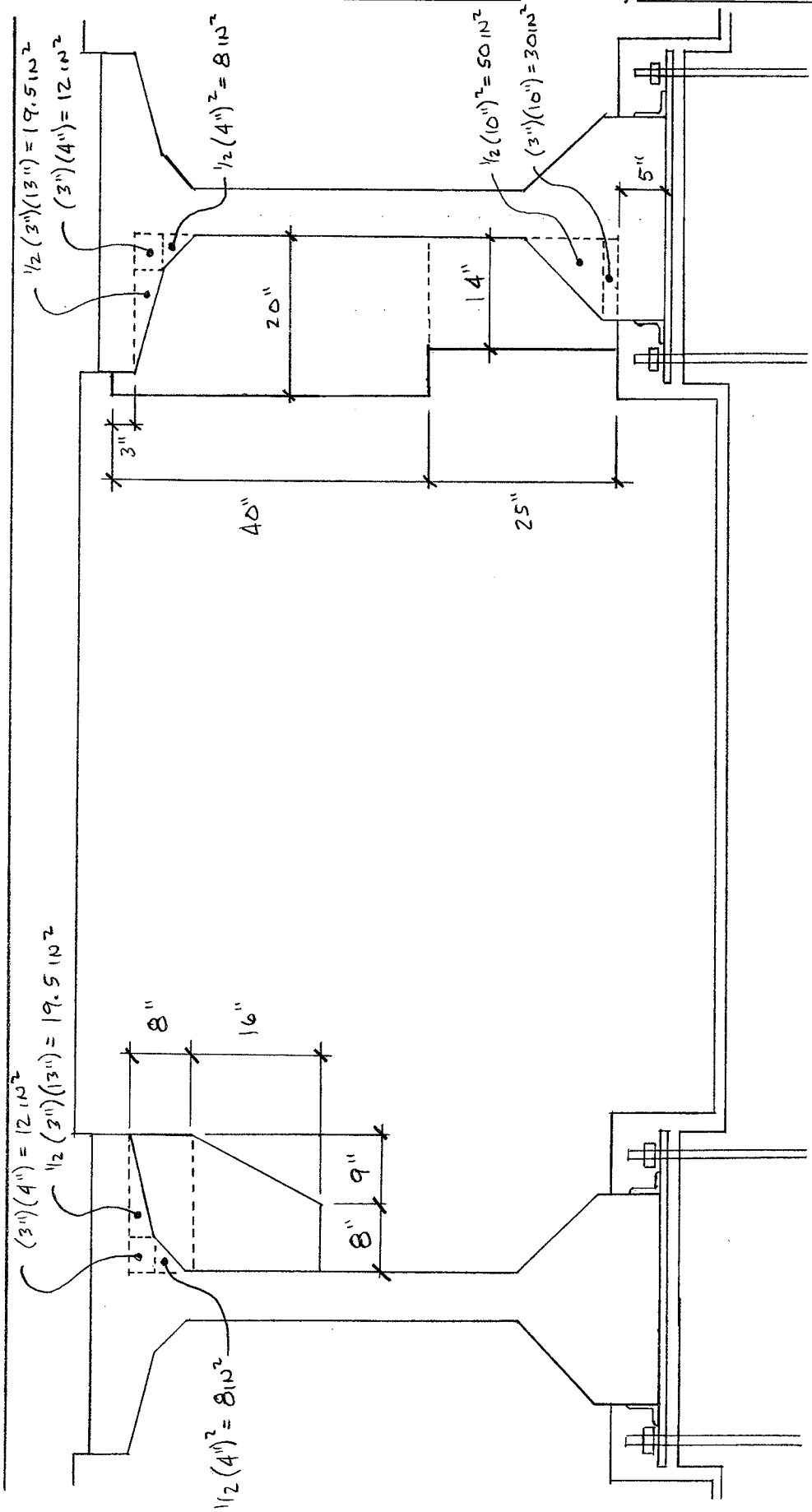

PIER 5

LOOKING EAST

GIRDER 3

$A = (3")(3") + (20")(37") - (19.5 + 12 + 8) + (14")(25") - (50 + 30)$

$= 979.5 \text{ in}^2$

$= \underline{\underline{6.80 \text{ SF}}}$

GIRDER 2

$A = (17")(8") - (12 + 19.5 + 8) + \frac{1}{2}(17" + 8")(16")$

$= 296.5 \text{ in}^2$

$= \underline{\underline{2.06 \text{ SF}}}$

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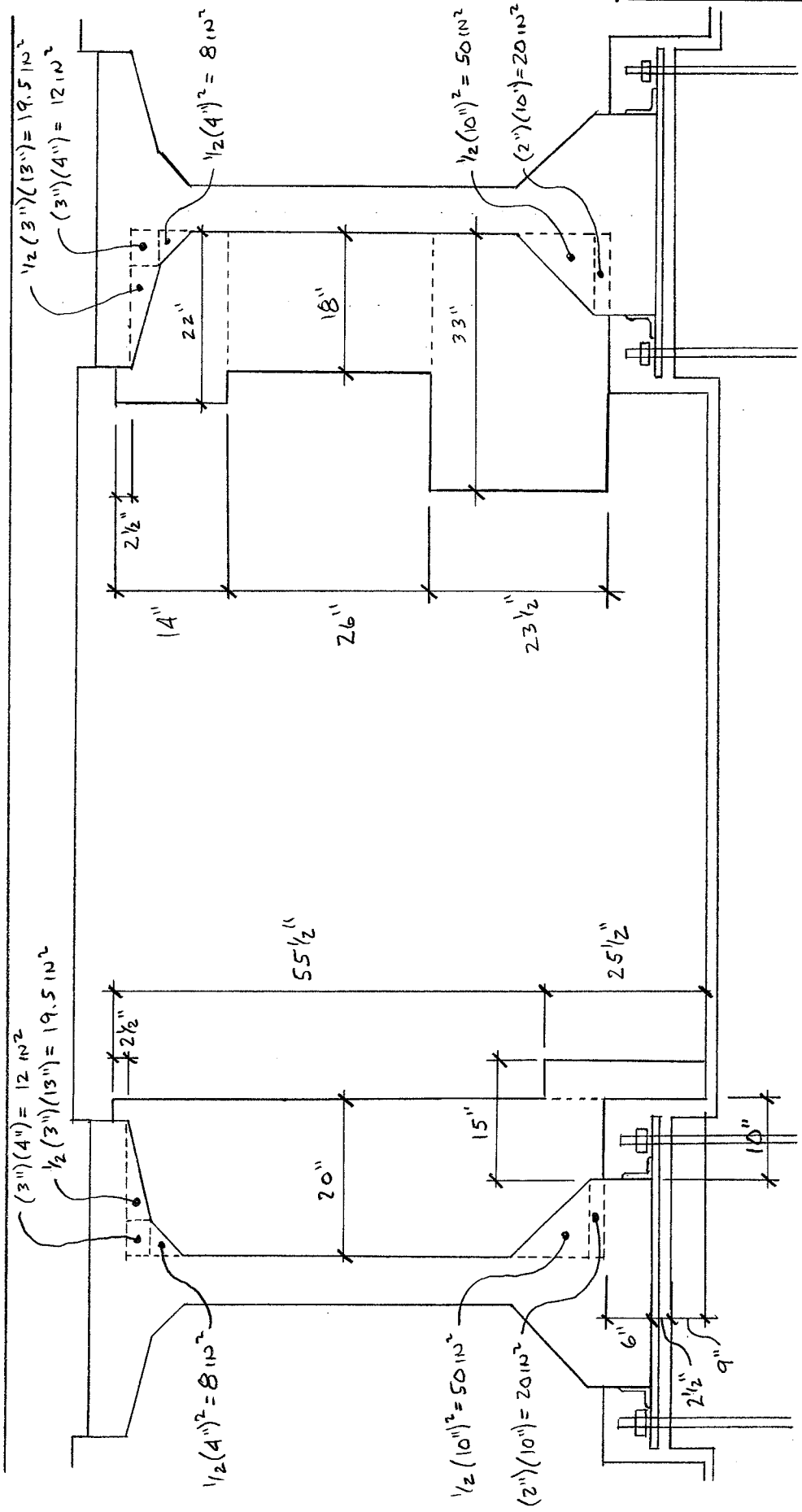

PIER 5

LOOKING EAST

GIRDER 4

$A = (2.5")(5") + (22")(11.5") - (19.5+12+8) + (18")(26") + (33")(23.5") - (50+20)$

$= 1399.5 \text{ in}^2$

$= \underline{\underline{9.72 \text{ SF}}}$

GIRDER 3

$A = (2.5")(3") + (20")(61") - (12+19.5+8) - (50+20) + (5")(25.5")$

$= 1245.5 \text{ in}^2$

$= \underline{\underline{8.65 \text{ SF}}}$

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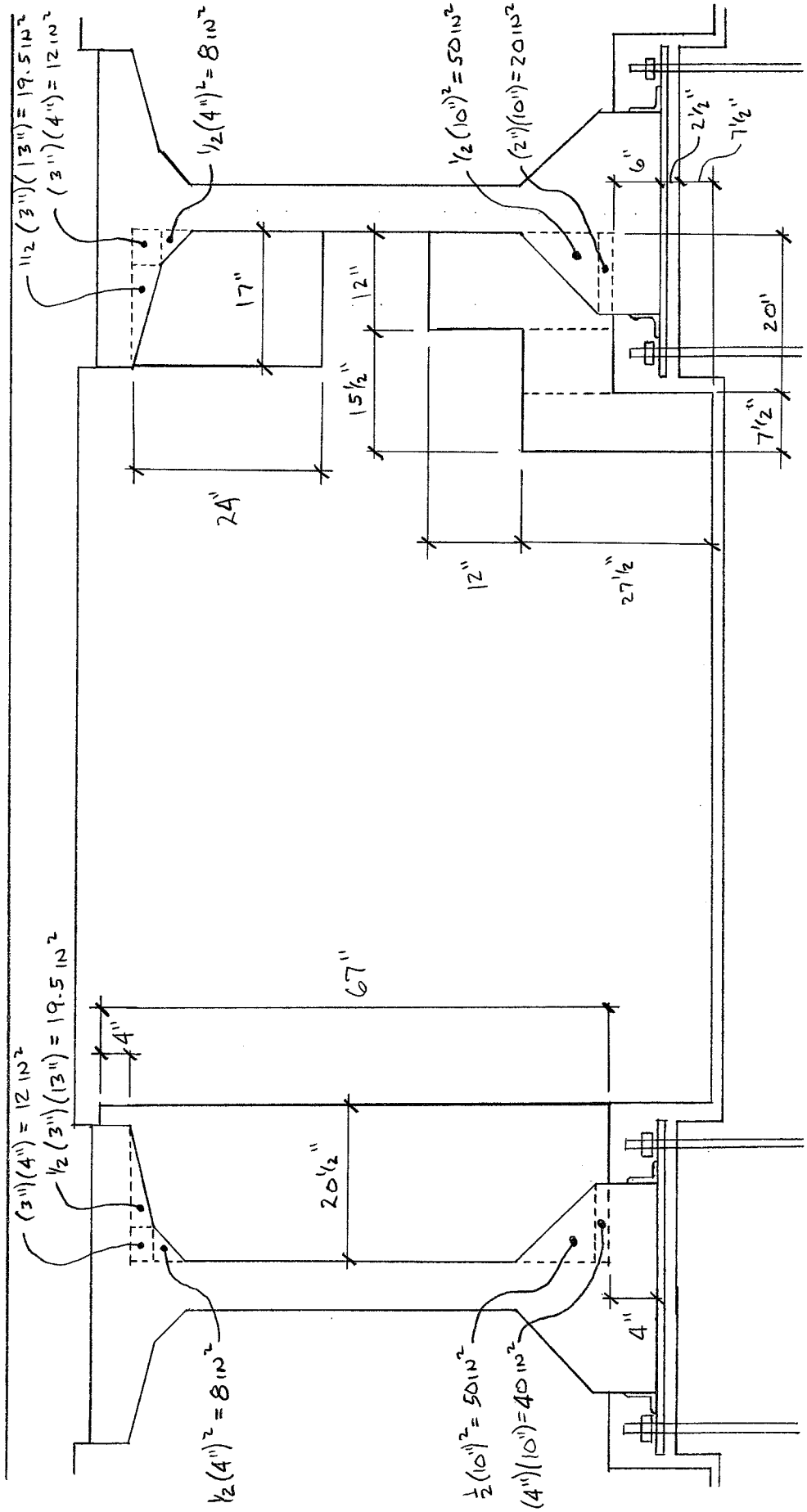

GIRDER 5

A = (12")(23.5") − (50+20) + (8")(11.5") + (7.5")(27.5") + (17")(24") − (19.5+12+8)

= 878.75 in²

= 6.10 SF

PIER 5

LOOKING EAST

GIRDER 4

A = (4")(3.5") + (20.5")(63") − (50+40)

= 1215.5 in²

= 8.44 SF

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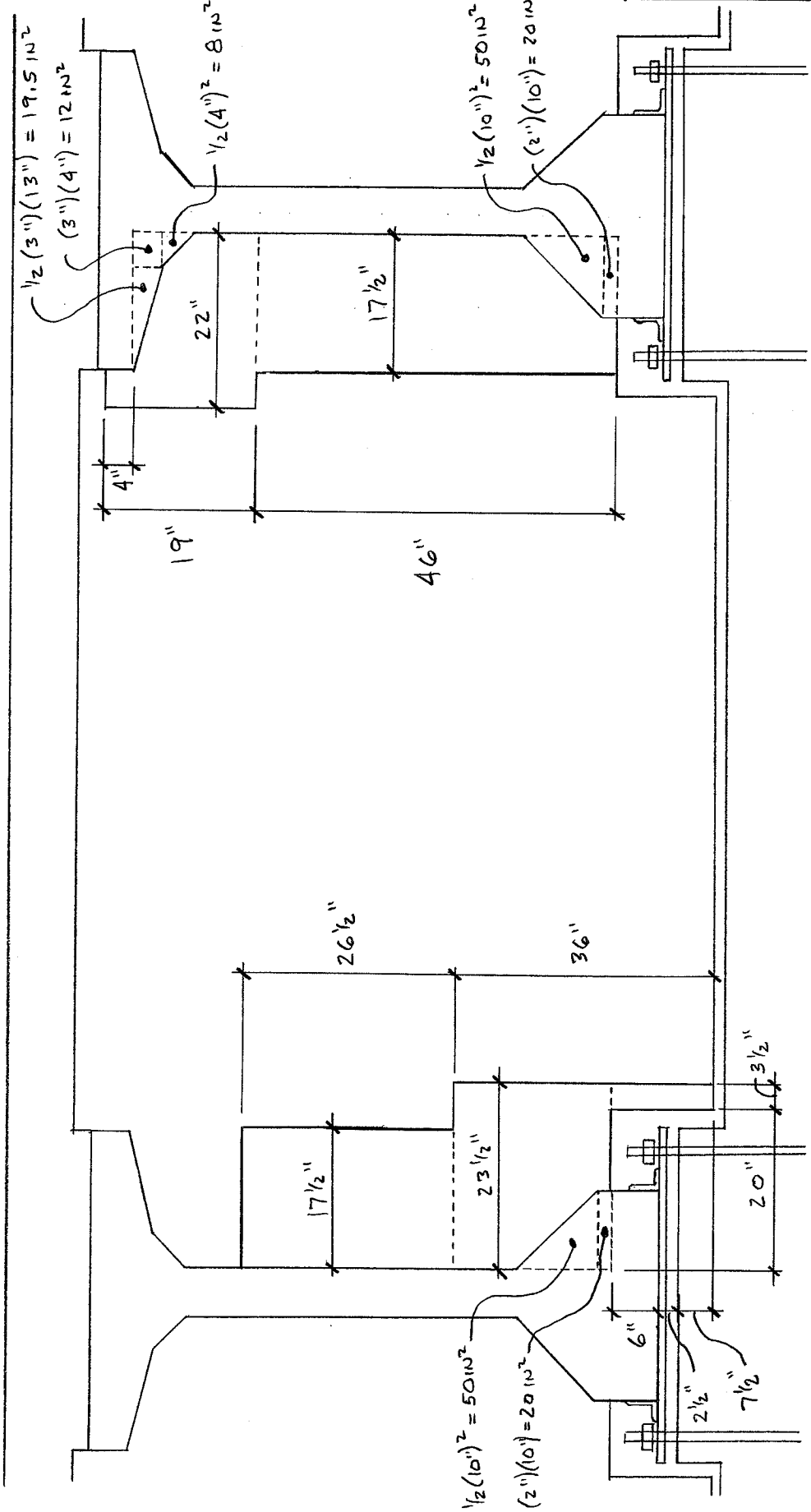

PIER 5 LOOKING EAST

GIRDER 6

$A = (5")(4") + (22")(15") - (19.5 + 12 + 8) + (17.5")(46") - (50 + 20)$

$= 1045.5 \text{ in}^2$

$= \underline{\underline{7.26 \text{ SF}}}$

GIRDER 5

$A = (17.5")(26.5") + (23.5")(20") - (50 + 20) + (3.5")(16")$

$= 919.75 \text{ in}^2$

$= \underline{\underline{6.39 \text{ SF}}}$

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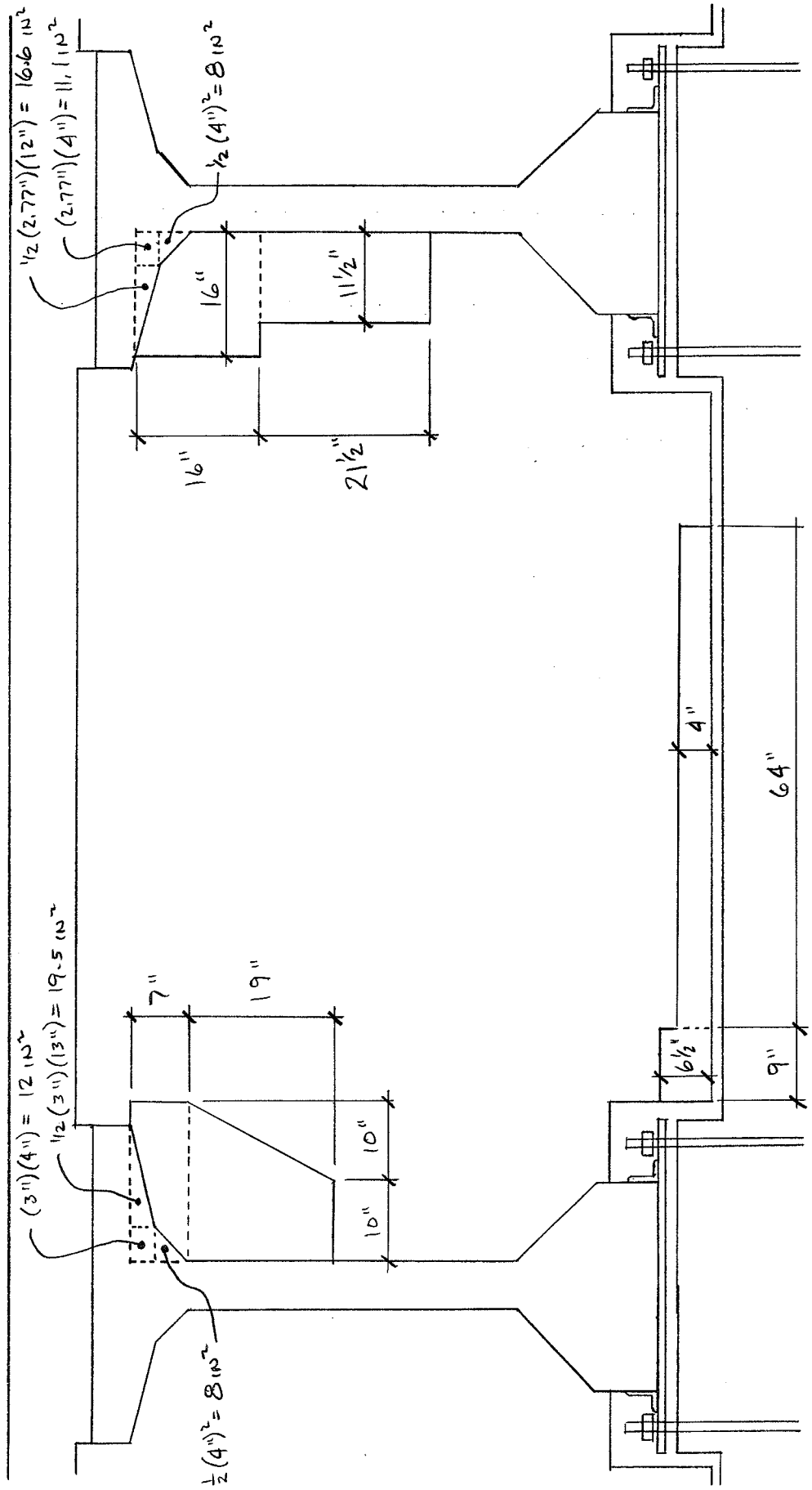

PIER 5

LOOKING EAST

GIRDER 7

$A = (16")(16") - (16.6 + 11.1 + 8) + (11.5")(21.5")$

$= 467.6 \text{ in}^2$

$= \underline{\underline{3.25 \text{ SF}}}$

GIRDER 6

$A = (20")(7") - (12 + 19.5 + 8) + \frac{1}{2}(20" + 10")(19")$

$+ (6.5")(9") + (4")(64")$

$= 700 \text{ in}^2$

$= \underline{\underline{4.86 \text{ SF}}}$

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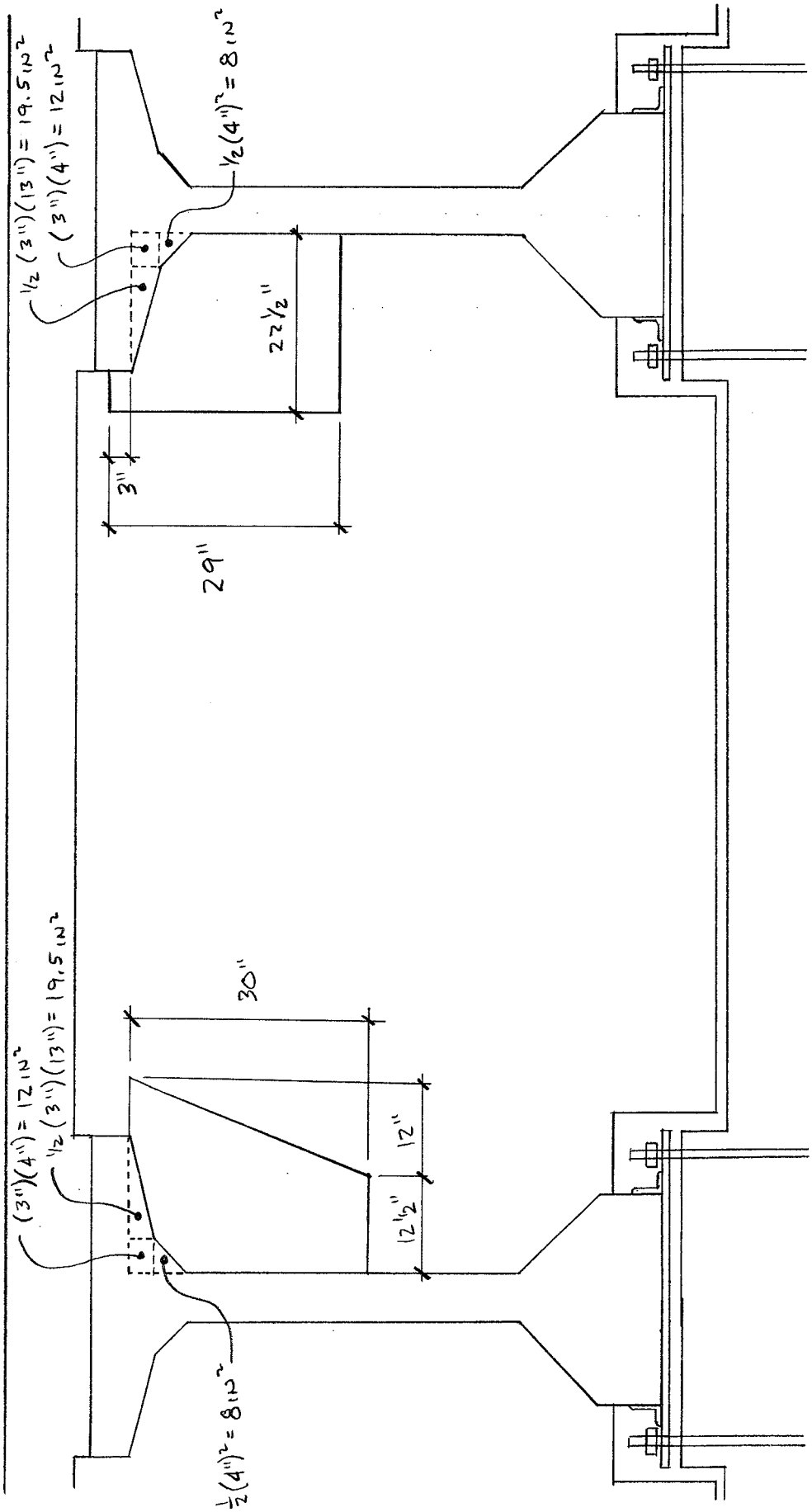

GIRDER 1

$A = (3")(5.5") + (22.5")(26") - (19.5 + 12 + 8)$

$= 562 \text{ in}^2$

$= 3.90 \text{ SF}$

PIER 5

LOOKING WEST

GIRDER 2

$A = \frac{1}{2}(24.5" + 12.5")(30") - (12 + 19.5 + 8)$

$= 515.5 \text{ in}^2$

$= 3.58 \text{ SF}$

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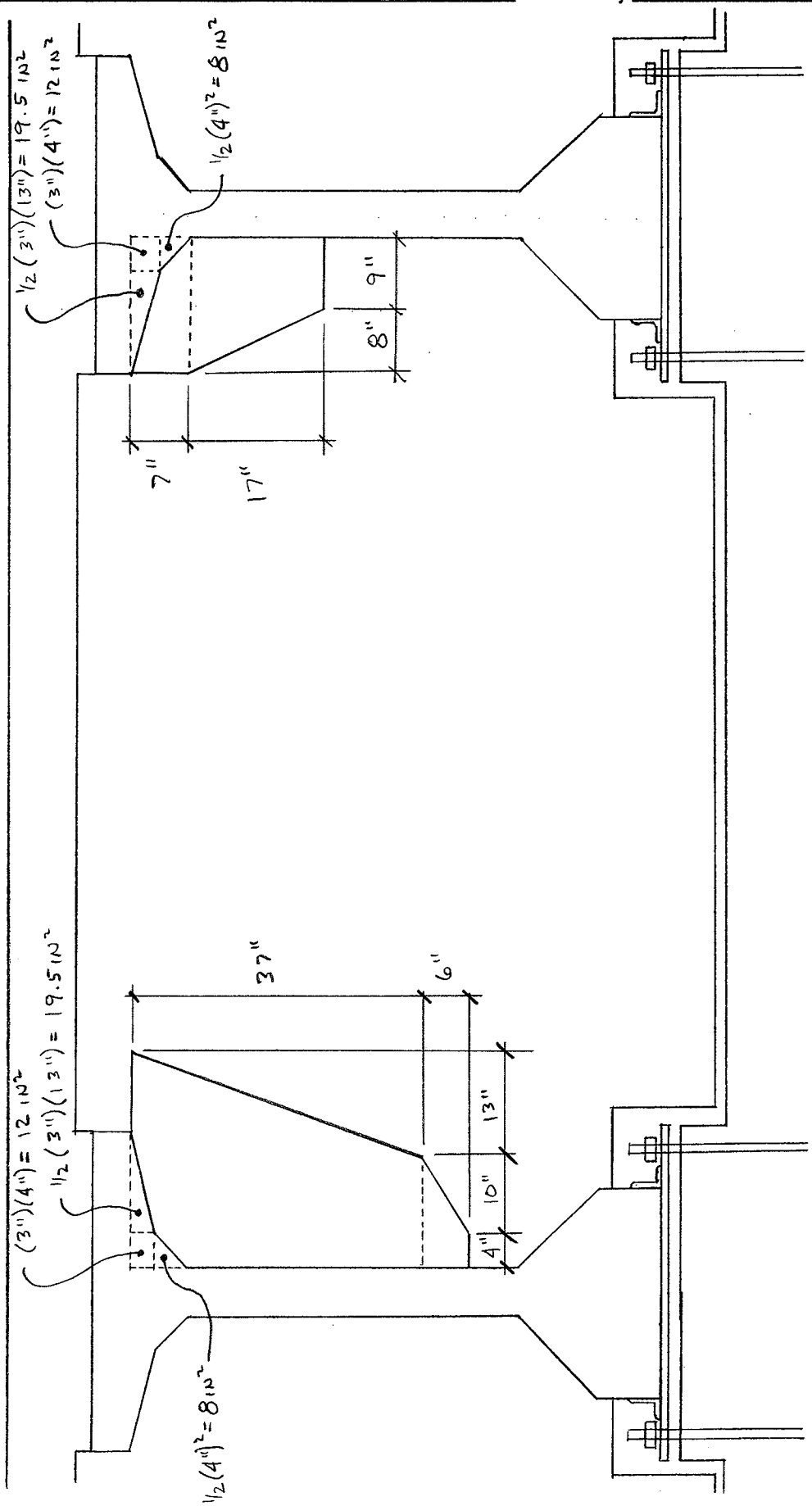

PIER 5

LOOKING WEST

GIRDER 2

$A = (17")(7") - (19.5 + 12 + 8) + \frac{1}{2}(17" + 9")(17")$

$= 300.5 \text{ in}^2$

$= 2.09 \text{ SF}$

GIRDER 3

$A = \frac{1}{2}(27" + 14")(37") - (12 + 19.5 + 8) + \frac{1}{2}(14" + 4")(6")$

$= 773 \text{ in}^2$

$= 5.37 \text{ SF}$

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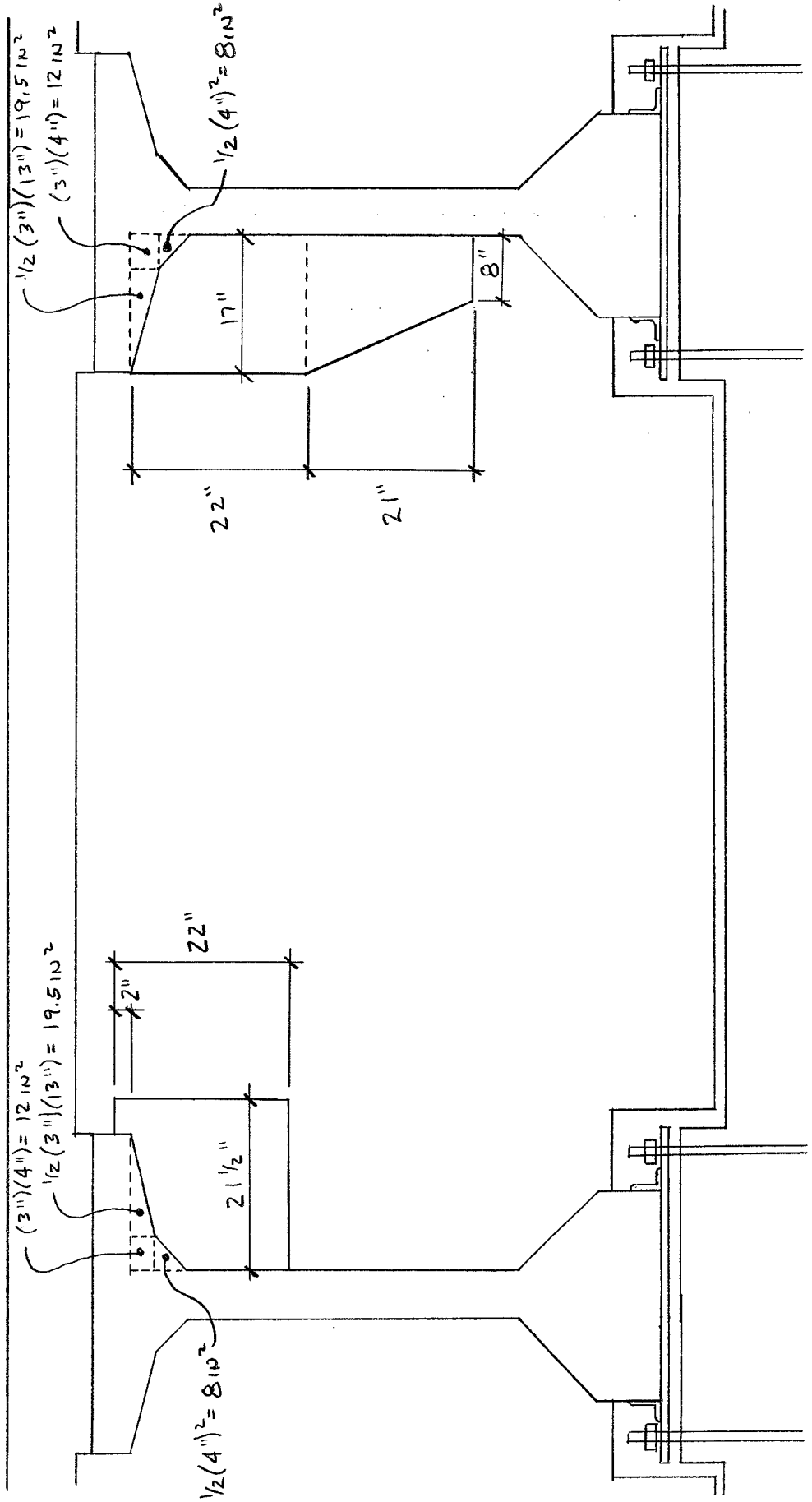

GIRDER 3

$A = (17")(22") - (19.5 + 12 + 8) + \frac{1}{2}(17" + 8")(21")$

$= 597 \text{ in}^2$

$= 4.15 \text{ SF}$

PIER 5

LOOKING WEST

GIRDER 4

$A = (4.5")(2") + (21.5")(20") - (12 + 19.5 + 8)$

$= 399.5 \text{ in}^2$

$= 2.77 \text{ SF}$

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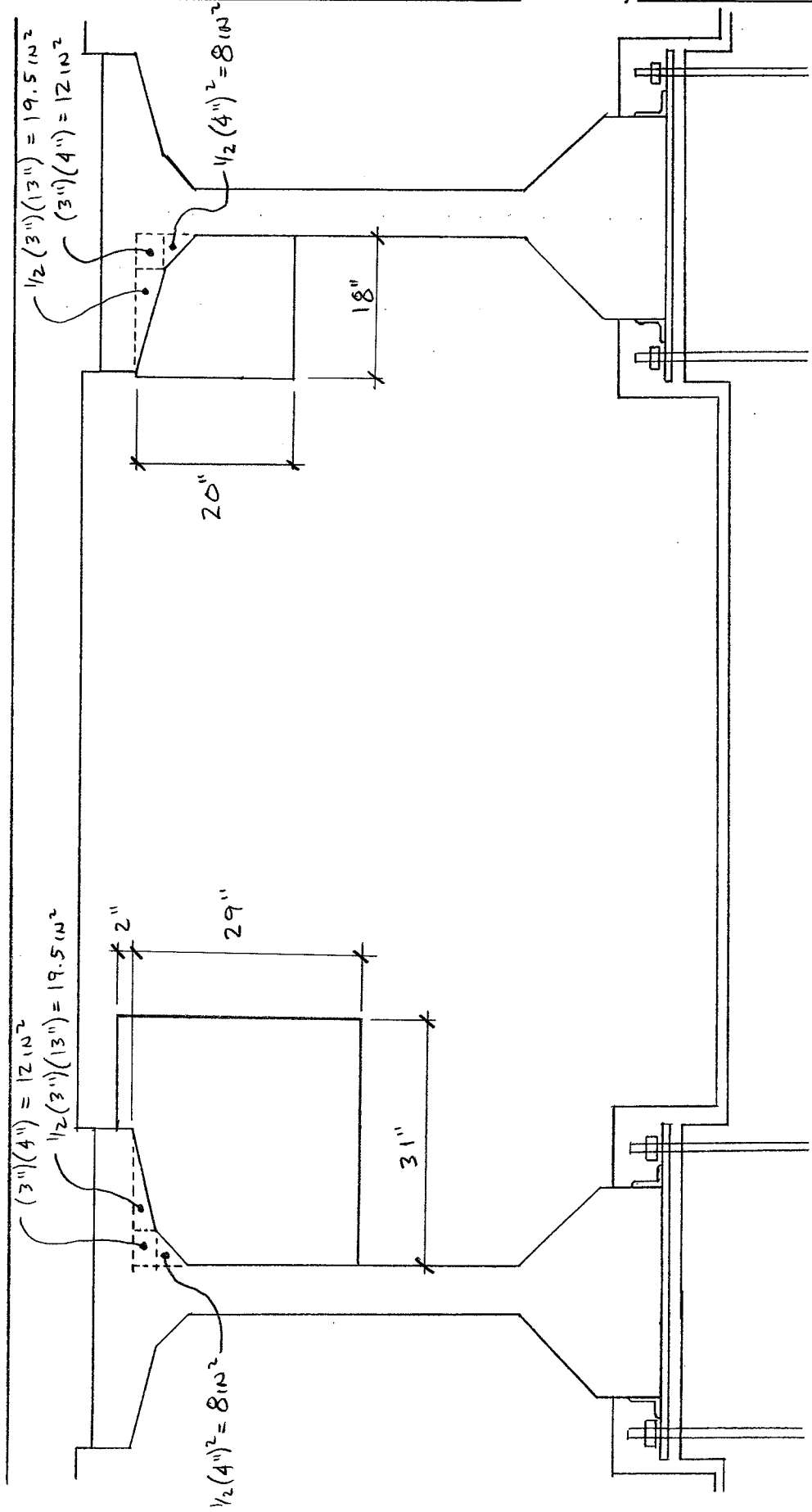

PIER 5
LOOKING WEST

GIRDER 4

$A = (18")(20") - (19.5 + 12 + 8)$
$= 320.5 \text{ in}^2$
$= 2.23 \text{ SF}$

GIRDER 5

$A = (31")(29") + (2")(14") - (12 + 19.5 + 8)$
$= 887.5 \text{ in}^2$
$= 6.16 \text{ SF}$

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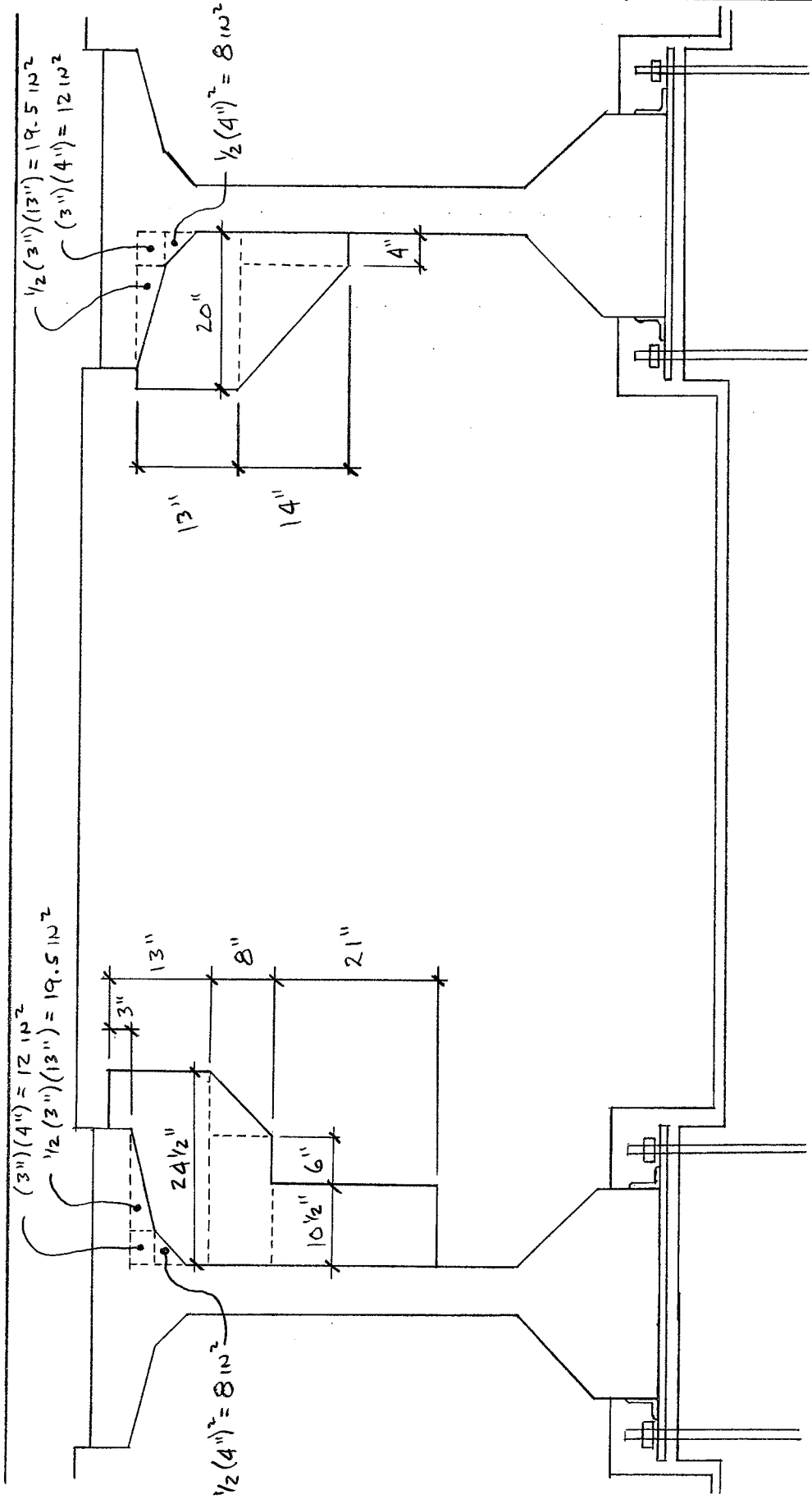

GIRDER 5

$A = (20")(13") - (19.5+12+8) + \frac{1}{2}(16")(14") + (4")(14")$

$= 388.5 \text{ in}^2$

$= 2.70 \text{ SF}$

PIER 5

LOOKING WEST

GIRDER 6

$A = (7.5")(3") + (24.5")(10") - (12+19.5+8) + (16.5")(8") + \frac{1}{2}(8")(8") + (10.5")(21")$

$= 612.5 \text{ in}^2$

$= 4.25 \text{ SF}$

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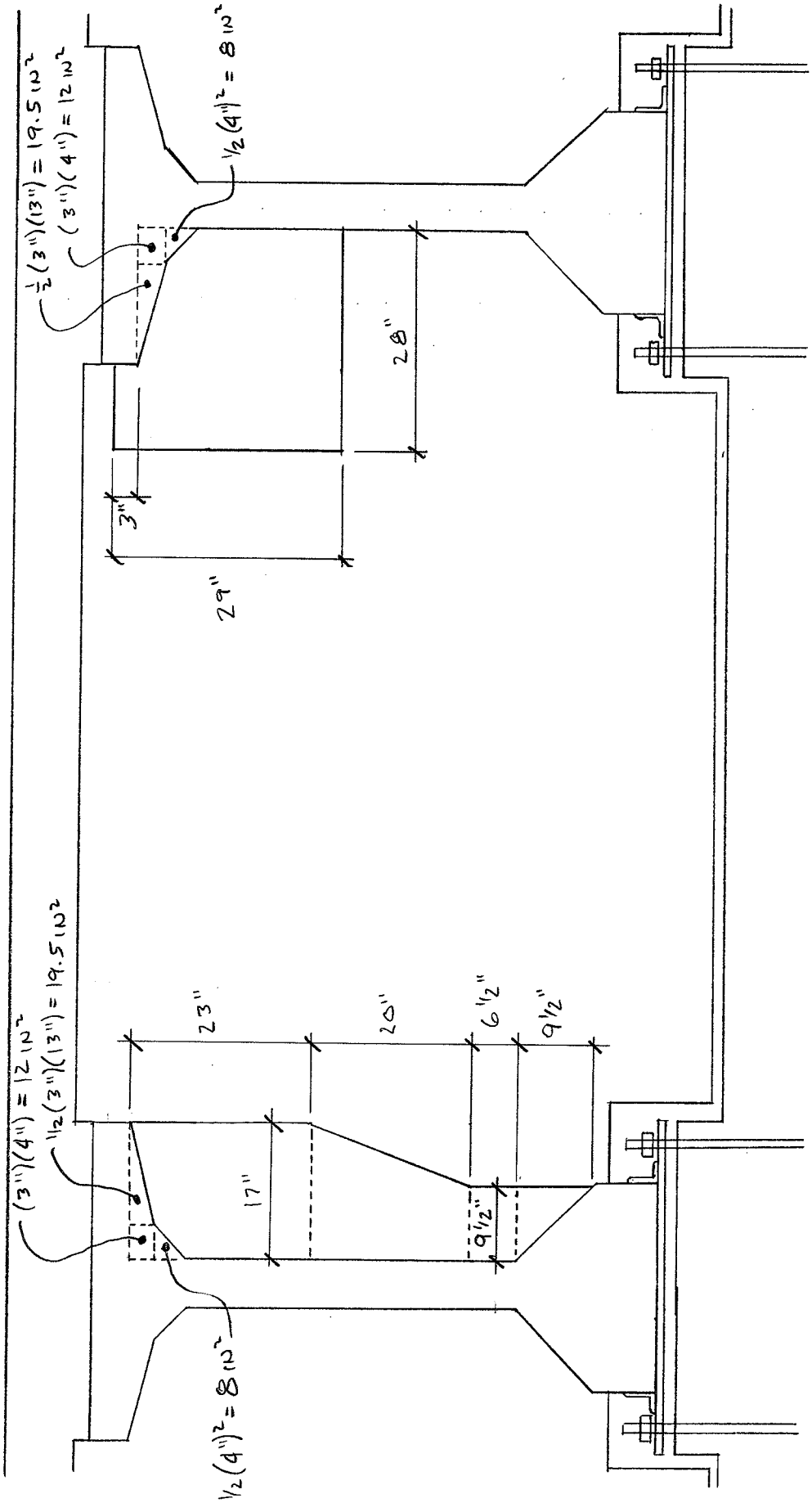

PIER 5
LOOKING WEST

GIRDER 6

$A = (3'')(11'') + (28'')(26'') - (19.5 + 12 + 8)$
$= 721.5\ in^2$
$= 5.01\ SF$

GIRDER 7

$A = (17'')(23'') - (12 + 19.5 + 8) + \frac{1}{2}(17'' + 9.5'')(20'') + (9.5'')(6.5'') + \frac{1}{2}(9.5'')^2$
$= 723.4\ in^2$
$= 5.02\ SF$

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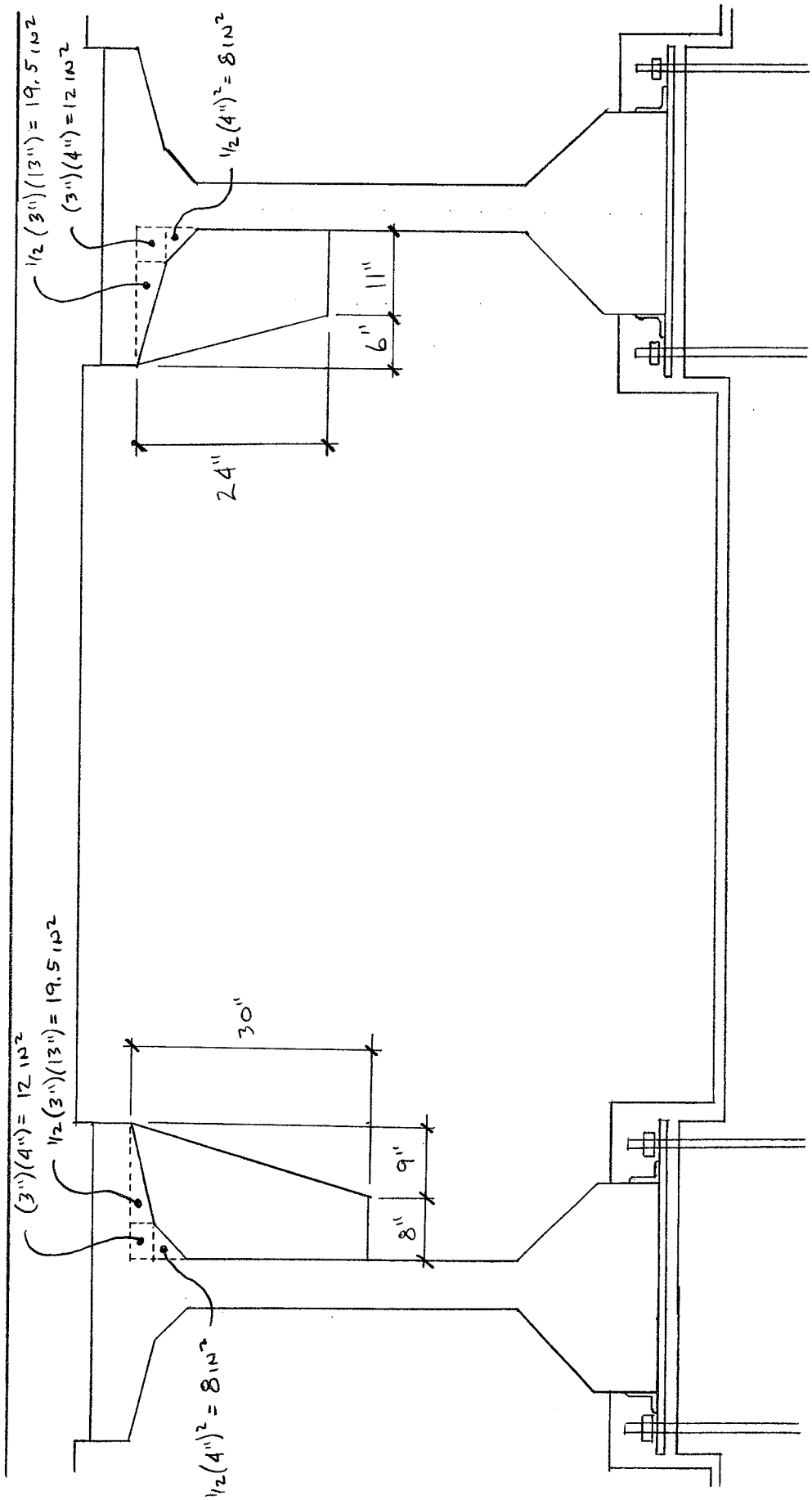

PIER 8

LOOKING EAST

GIRDER 2

$A = \frac{1}{2}(17" + 11")(24") - (19.5 + 12 + 8)$

$= 296.5 \text{ in}^2$

$= 2.06 \text{ SF}$

GIRDER 1

$A = \frac{1}{2}(17" + 8")(30") - (12 + 19.5 + 8)$

$= 335.5 \text{ in}^2$

$= 2.33 \text{ SF}$

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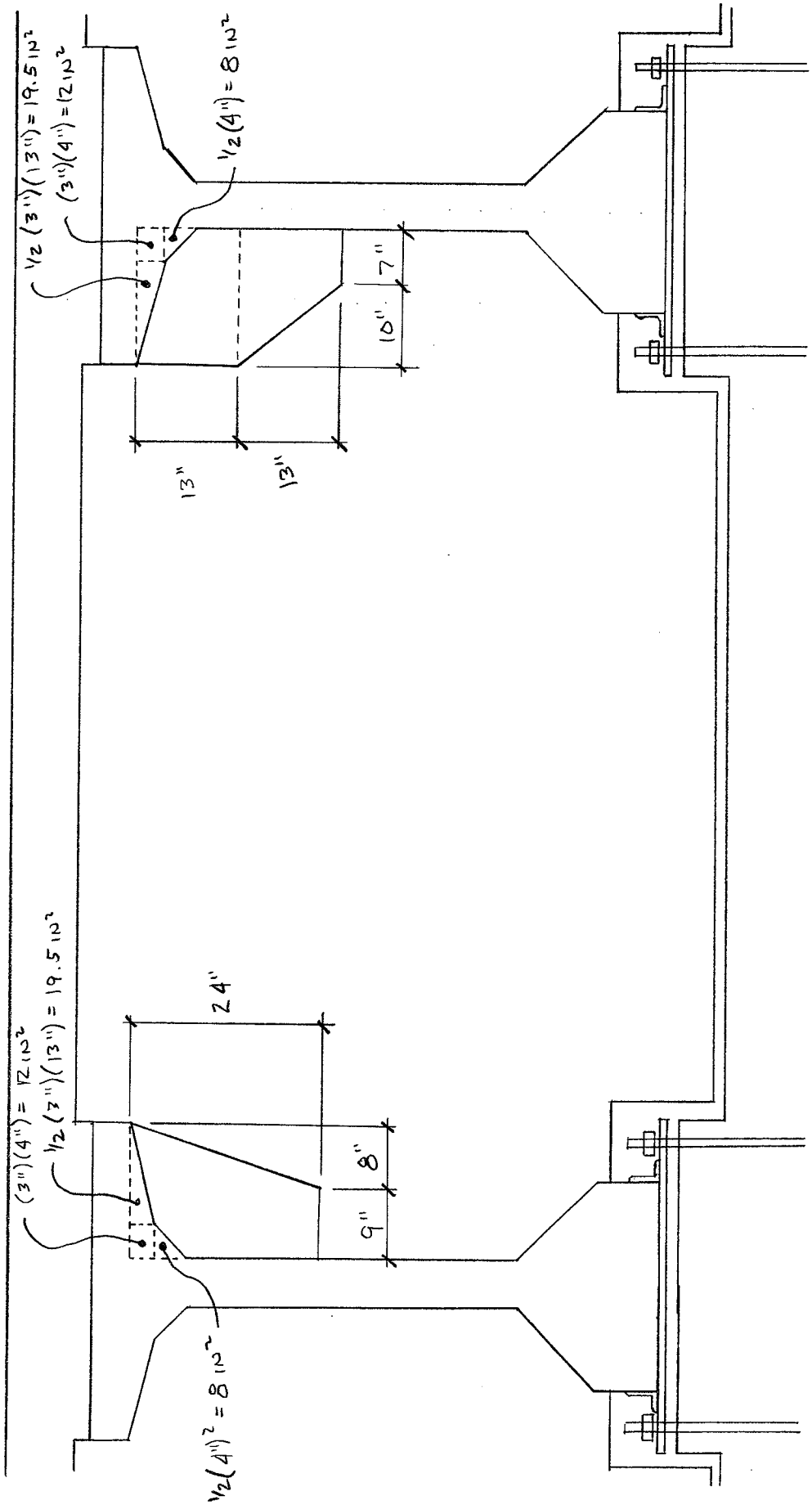

PIER 8
LOOKING EAST

GIRDER 3

$A = (17")(13") - (19.5 + 12 + 8) + \frac{1}{2}(17" + 7")(13")$

$= 337.5 \text{ in}^2$

$= 2.34 \text{ SF}$

GIRDER 2

$A = \frac{1}{2}(17" + 9")(24") - (12 + 19.5 + 8)$

$= 272.5 \text{ in}^2$

$= 1.89 \text{ SF}$

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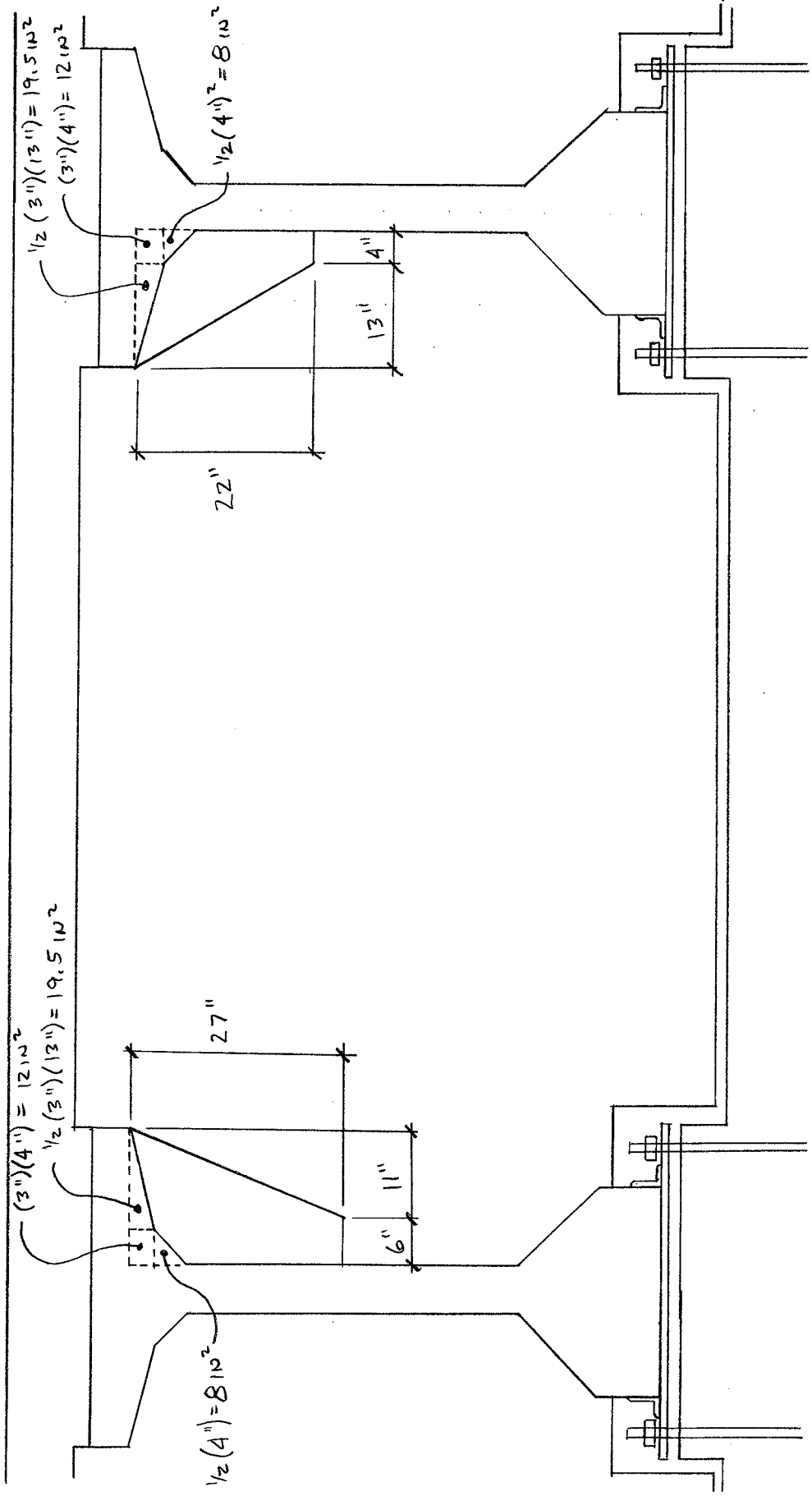

PIER 8
LOOKING EAST

GIRDER 4

$A = \frac{1}{2}(17" + 4")(22") - (19.5 + 12 + 8)$
$= 191.5 \text{ in}^2$
$= 1.33 \text{ SF}$

GIRDER 3

$A = \frac{1}{2}(17" + 6")(27") - (12 + 19.5 + 8)$
$= 271 \text{ in}^2$
$= 1.88 \text{ SF}$

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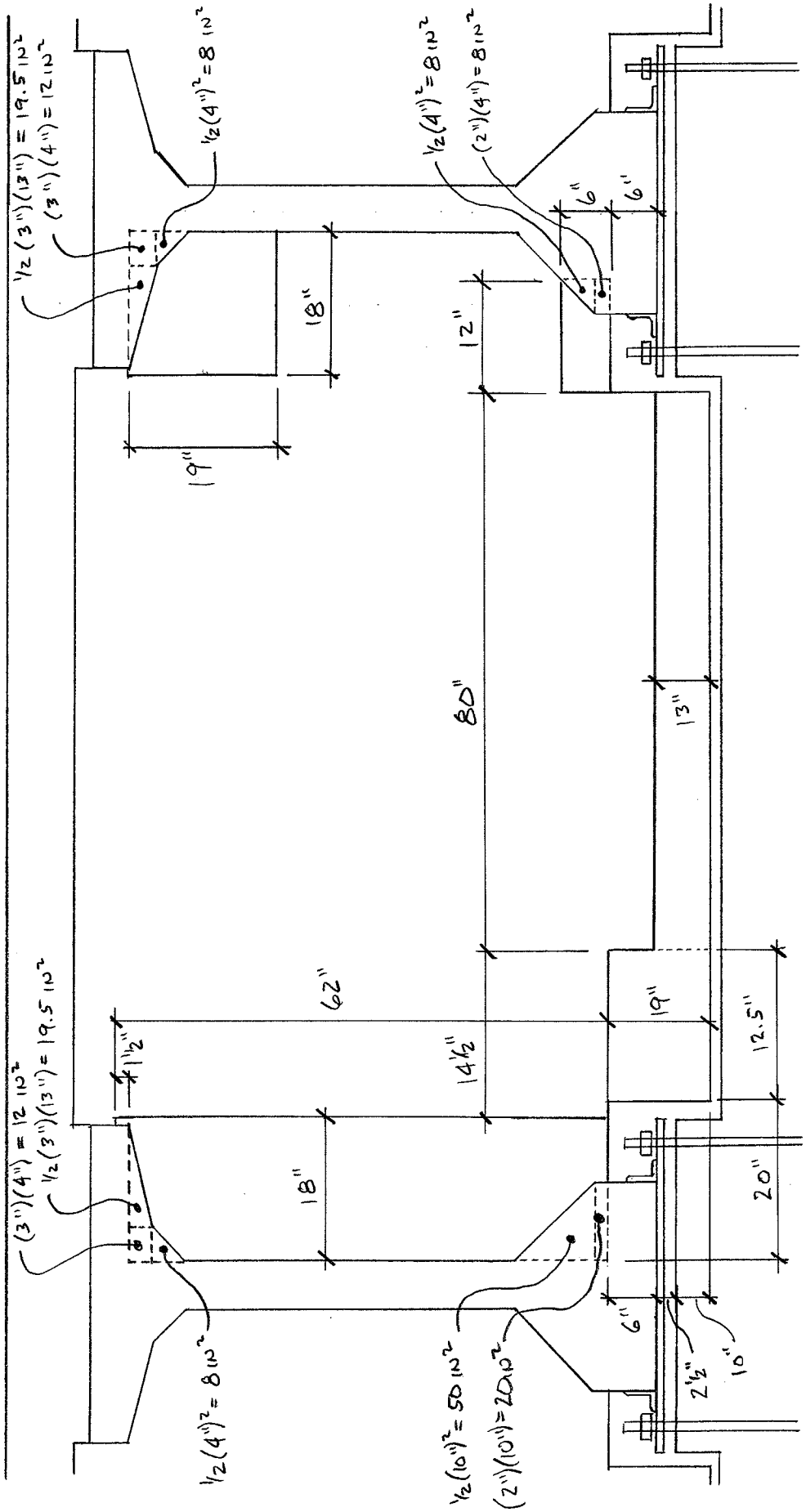

GIRDER 5

$= 26\ 17\ in^2$

$= 18.17\ SF$

$-(50+20)$

PIER 8

LOOKING EAST

GIRDER 4

$A = (1")(1.5") + (18")(60.5") - (12 + 19.5 + 8) + (12.5")(19") + (80")(13") + (12")(6") - (8+8) + (19")(18") - (19.5+12+8)$

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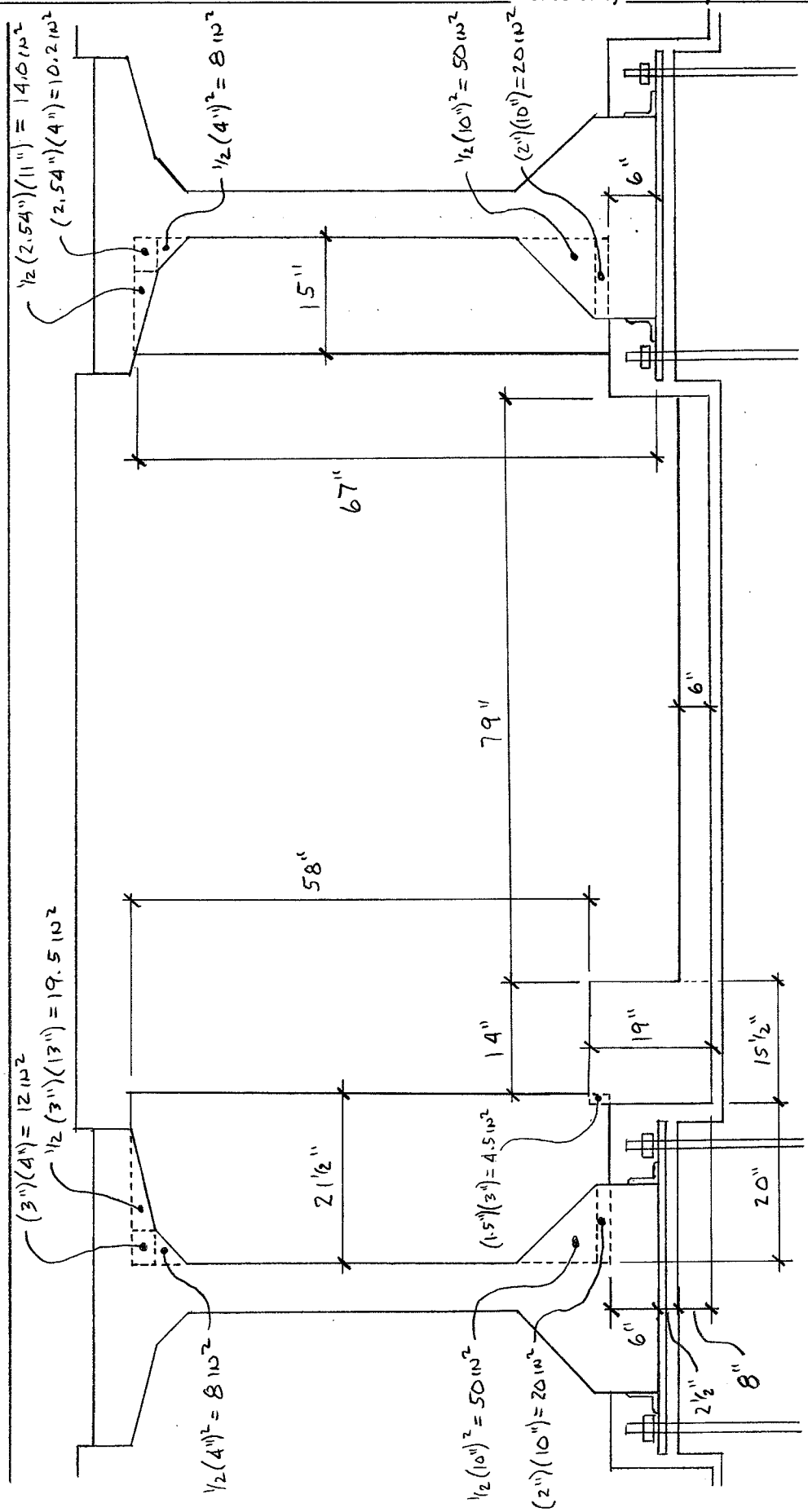

GIRDER 6

$A = (14.0 + 10.2 + 8) - (50+20) = 2778.8 \text{ in}^2$

$= 19.30 \text{ SF}$

PIER 8

LOOKING EAST

GIRDER 5

$A = (21.5")(61") - (12 + 19.5 + 8) - (50 + 20 + 4.5) + (15.5")(19") + (79")(6") + (15")(61") - (14.0 + 10.2 + 8) - (50+20)$

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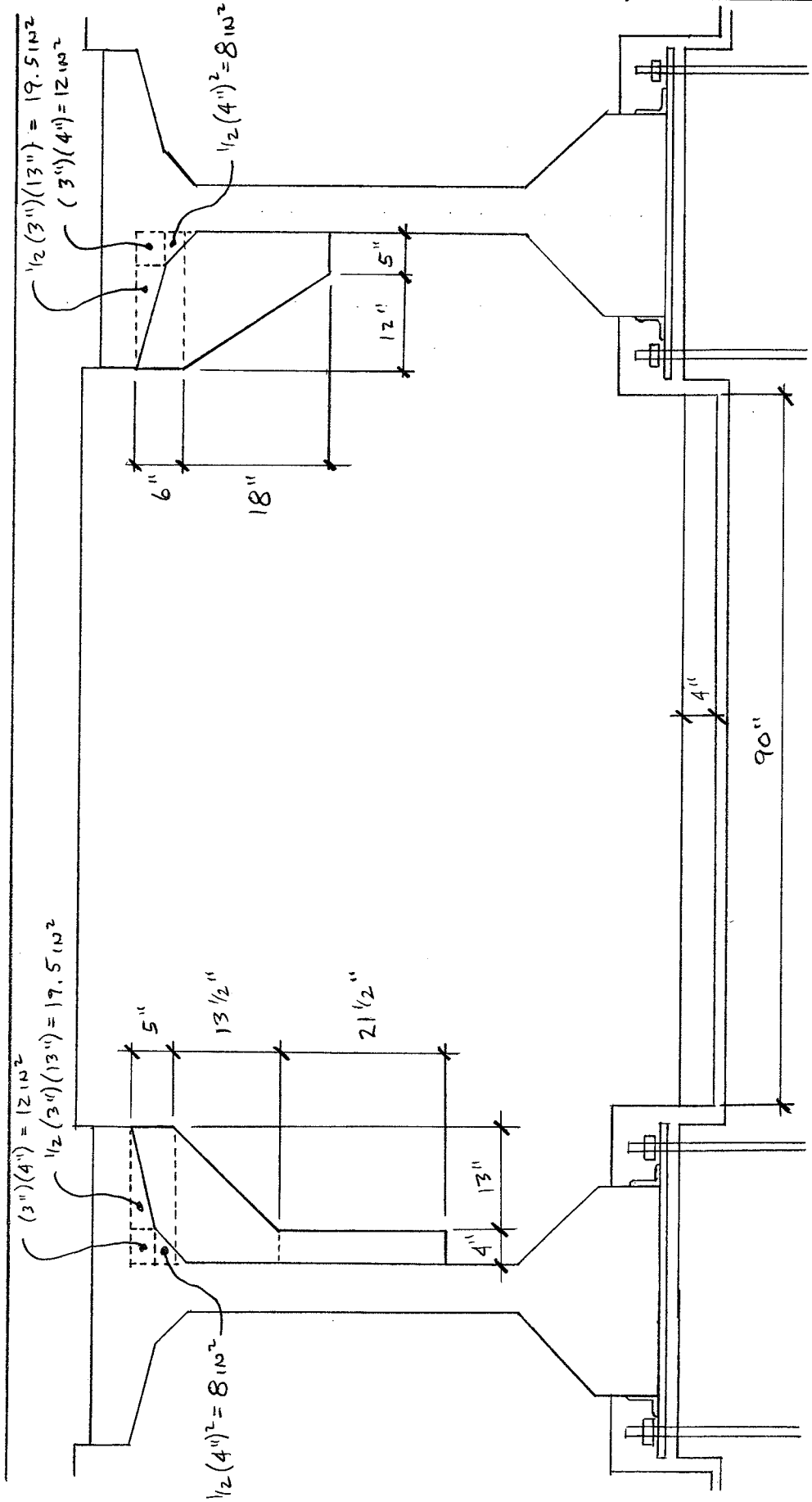

PIER 8
LOOKING EAST

GIRDER 7

$A = (17")(6") + \frac{1}{2}(17" + 5")(18") - (19.5 + 12 + 8)$

$= 260.5 \text{ in}^2$

$= 1.81 \text{ SF}$

GIRDER 6

$A = (17")(5") + \frac{1}{2}(17" + 4")(13.5") - (12 + 19.5 + 8) + (4")(21.5") + (4")(90")$

$= 633.25 \text{ in}^2$

$= 4.40 \text{ SF}$

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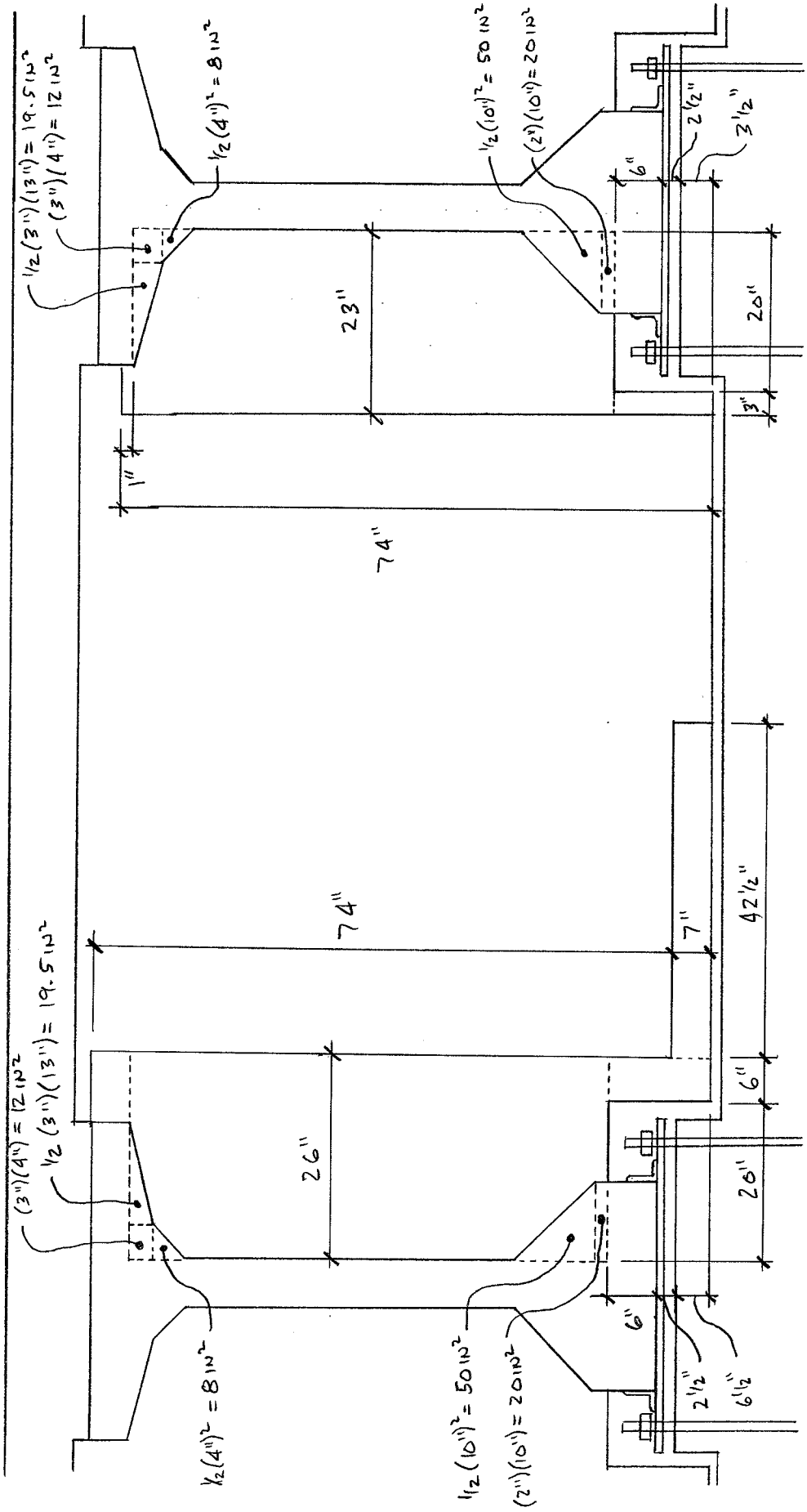

PIER 8
LOOKING WEST

GIRDER 1

$A = (1")(6") + (23")(6") - (19.5+12+8) - (50+20) + (3")(12")$

$= 1335.5 \text{ in}^2$

$= 9.27 \text{ SF}$

GIRDER 2

$A = (5")(9") + (26")(6") - (12+19.5+8) - (50+20) + (6")(15") + (7")(42.5")$

$= 1909 \text{ in}^2$

$= 13.26 \text{ SF}$

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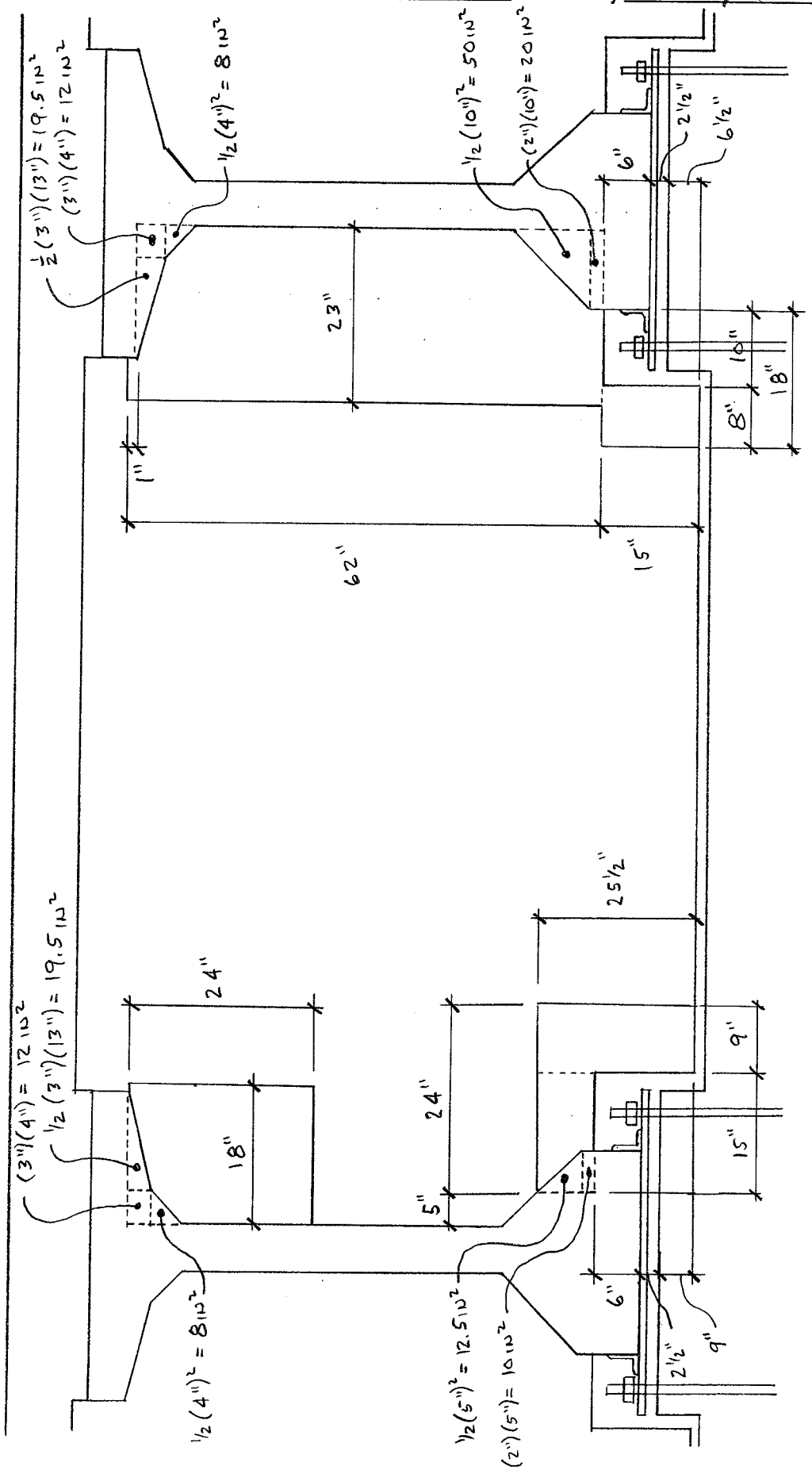
Checked by AL

Sheet ___ of ___
Date 2/29/12
Date 3/2/12
Reference



PIER 8
LOOKING WEST

GIRDER Z

$A = (1")(6") + (23")(6") - (19.5 + 12 + 8) - (50 + 20) + (8")(15")$

$= 1419.5 \text{ in}^2$

$= 9.86 \text{ SF}$

GIRDER 3

$A = (18")(24") - (12 + 19.5 + 8) + (15")(8") - (12.5 + 10) + (9")(25.5")$

$= 719.5 \text{ in}^2$

$= 5.00 \text{ SF}$

URS

Job VAN BUREN BRIDGE REPAIR

Description DIAPHRAGM REMOVAL AREAS

Project No. 23446087

Computed by RAS

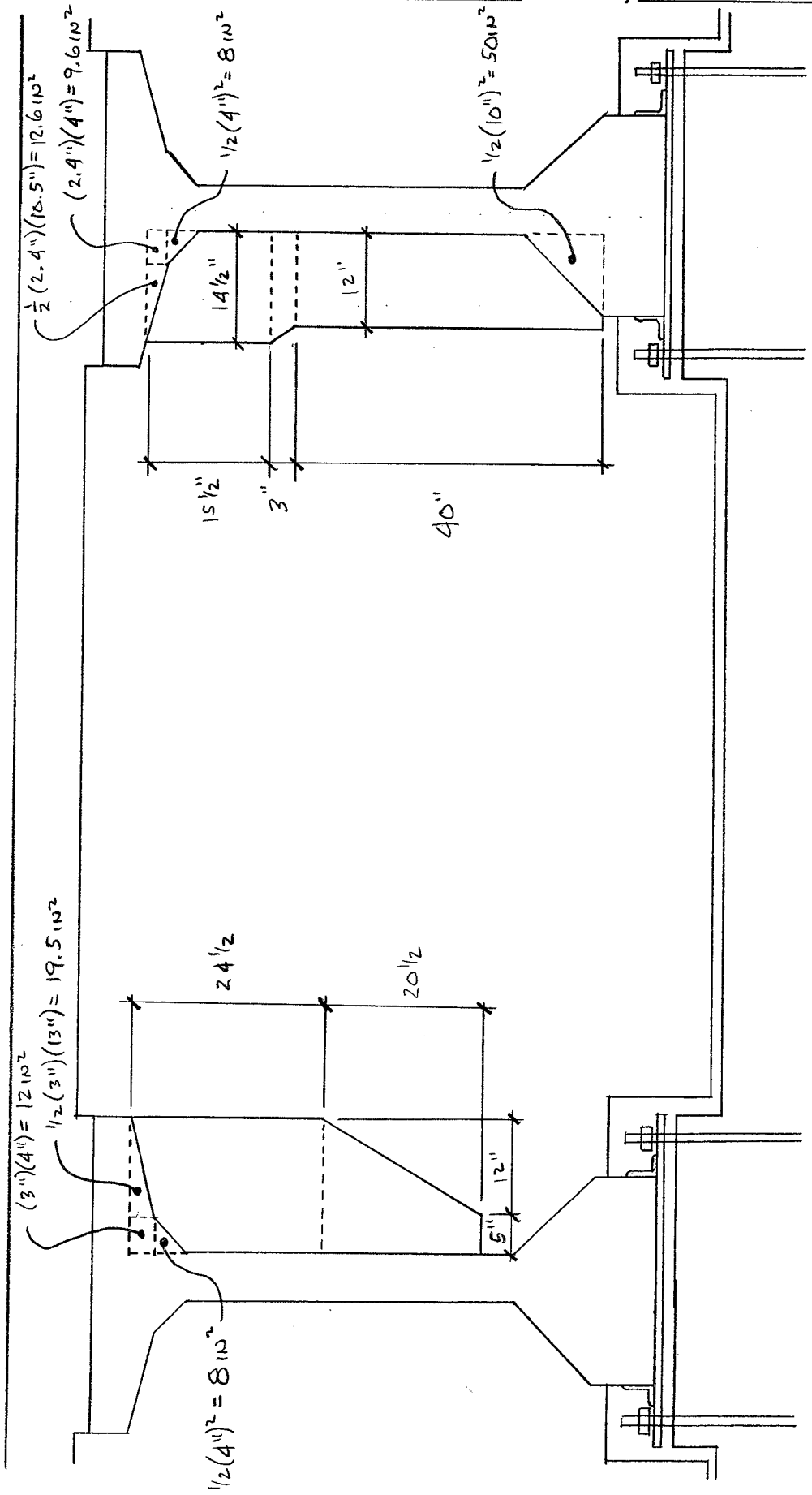
Checked by AR

Sheet ____ of ____

Date 2/29/12

Date 3/2/12

Reference



PIER 8

LOOKING WEST

GIRDER 3

$A = (14.5'')(15.5'') - (12.6 + 9.6 + 8) + \frac{1}{2}(14.5'' + 12'')(3'') + (12'')(40'') - (50)$

$= 664.3\ in^2$

$= 4.61\ SF$

GIRDER 4

$A = (17'')(24.5'') - (12 + 19.5 + 8) + \frac{1}{2}(17'' + 5'')(20.5'')$

$= 602.5\ in^2$

$= 4.18\ SF$

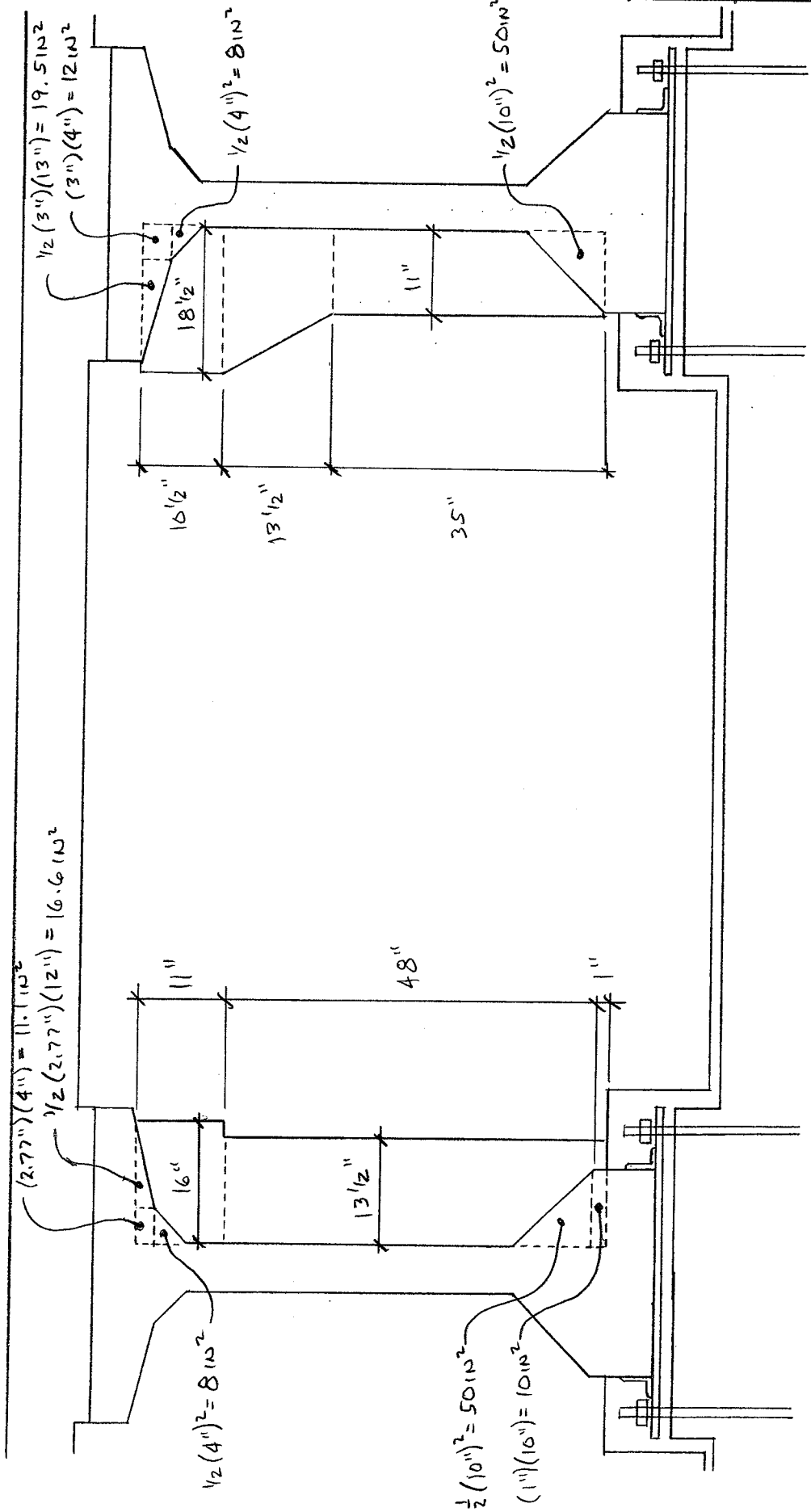
URS

Job VAN BUREN BRIDGE REPAIR
Description DIAPHRAGM REMOVAL AREAS

Project No. 23446087
Computed by RAS
Checked by AM

Page 35 of 37
Sheet ____ of ____
Date 2/29/12
Date 3/2/12

Reference



PIER 8
LOOKING WEST

GIRDER 4

$A = (18.5")(10.5") - (19.5+12+8) + \frac{1}{2}(18.5"+11")(13.5") + (11")(35") - (50)$

$= 688.9 \text{ in}^2$

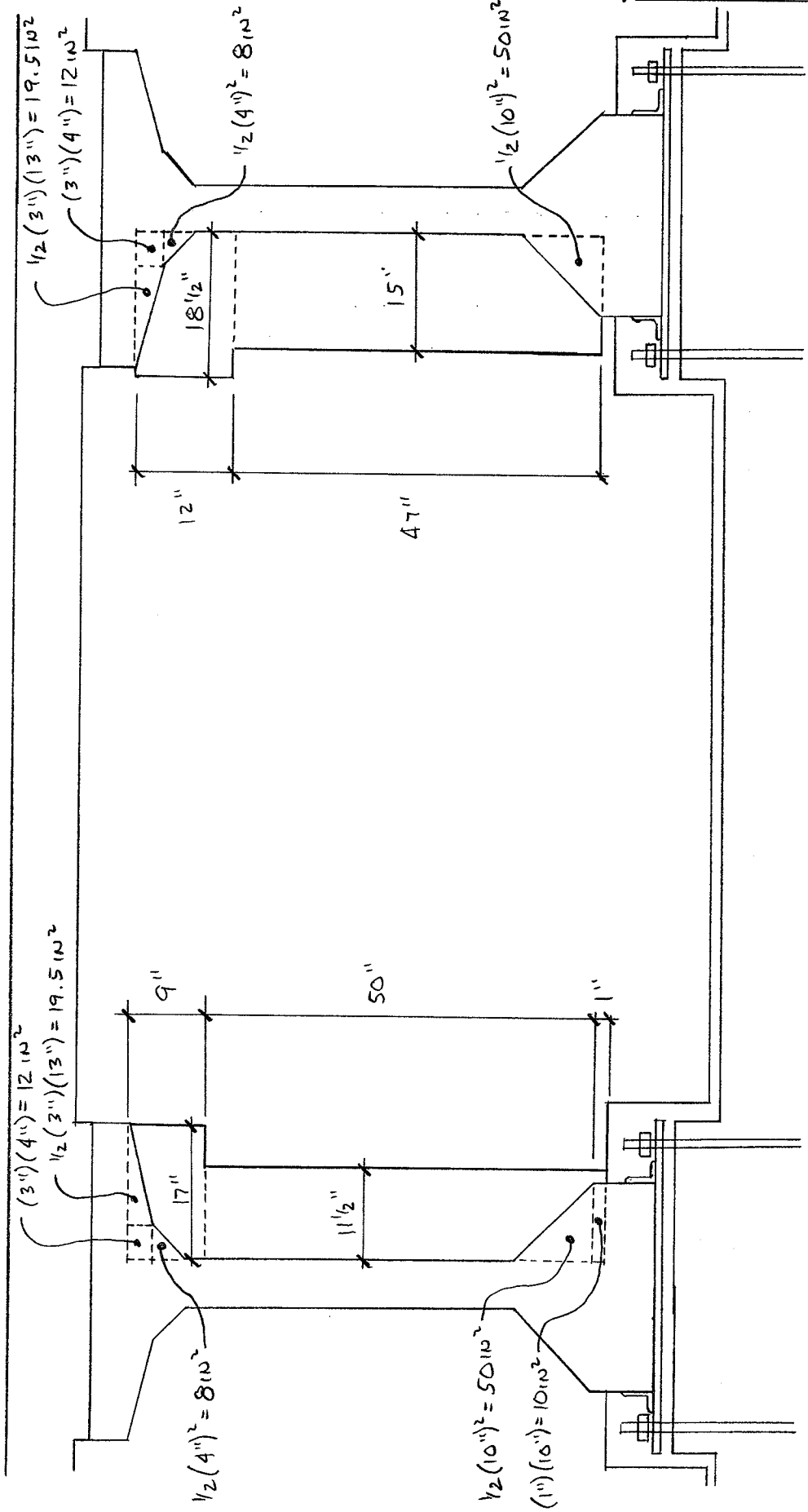
$= \underline{\underline{4.78 \text{ SF}}}$

GIRDER 5

$A = (16")(11") - (11.1+16.6+8) + (13.5")(49") - (50+10)$

$= 741.8 \text{ in}^2$

$= \underline{\underline{5.15 \text{ SF}}}$



PIER 8
LOOKING WEST

GIRDER 5

$A = (18.5")(12") - (19.5 + 12 + 8) + (15")(47") - (50)$

$= 837.5 \text{ in}^2$

$= 5.82 \text{ SF}$

GIRDER 6

$A = (17")(9") - (12 + 19.5 + 8) + (11.5")(51") - (50 + 10)$

$= 640 \text{ in}^2$

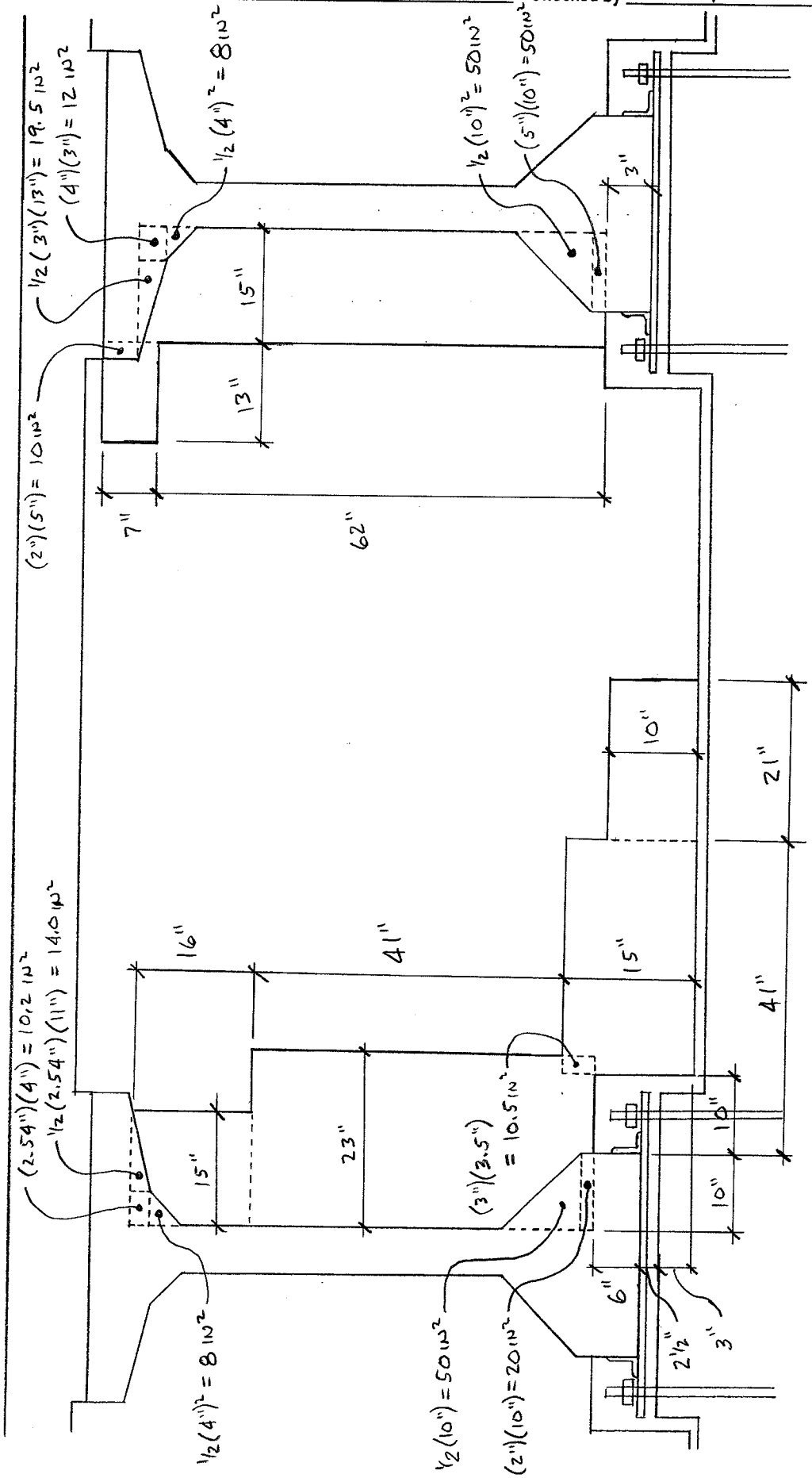
$= 4.44 \text{ SF}$

URS

Job VAN BUREN BRIDGE REPAIR
Description DIAPHRAGM REMOVAL AREAS

Project No. 23446087
Computed by RAS
Checked by AM

Sheet ___ of ___
Date 2/29/12
Date 3/2/12
Reference



GIRDER 6

A = (7")(13") + (15")(64") − (10 + 19.5 + 12 + 8) − (50 + 50)

= 901.5 in²

= 6.26 SF

PIER 8

LOOKING WEST

GIRDER 7

A = (15")(16") − (10.2 + 14 + 8) + (23")(44.5") − (50 + 20 + 10.5) + (31")(15") + (21")(10")

= 1825.8 in²

= 12.68 SF

CITY COUNCIL REPORT

SUBJECT:
Second Amendment to Professional Services Agreement - Kimley-Horn and Associates, Inc.

MEETING DATE:
May 7, 2012

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Second Amendment to the Professional Services Agreement with Kimley-Horn and Associates for South Avondale CADD Services in the amount of $65,022, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City Council approved the First Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. on November 21, 2011 to provide the additional effort required to complete computer-aided drafting services for water and sewer infrastructure extensions to Phoenix International Raceway in southern Avondale. Kimley-Horn completed the plans under the direction of Public Works and bids were solicited for this work. After bids were opened, PIR requested changes in the location of the future lift station which will require additional design efforts and coordination of the water/sewer design. Staff also determined after operating the newly acquired Rigby Water system more protection should be provided for the Rigby system from pressure levels in the water supply lines, requiring further design effort. Due to these issues, the bids for the project that were opened previously were canceled pending further design changes. It was also determined that there would be an advantage to both the City and PIR to bid the water and sewer separately, enabling water to be provided to both Rigby and PIR at an earlier date.

DISCUSSION:

Staff requests that the City Council approve the Second Amendment to the Professional Services Contract with Kimley-Horn and Associates, Inc. The major tasks of this effort include the following:

- Water line design related services - Includes additional design of pressure reducing facilities and connections, revisions in the existing design to accommodate the new facilities, and coordination with the other consultants.
- Additional Plans needed due to the relocation of the PIR lift station facility
- Revise the sewer plans if required. There is a potential that the sewer plans may need to be revised due to different flow requirements. The requirement may not be determined in time for this amendment. This effort is included in the amendment in case it is needed. The funds will not be used if not required.
- Driveway design for the new lift station facility. A new driveway will be required at the new facility. This effort will require removal of some guard rail, fill of the shoulder, and other efforts. Similar to the potential sewer design, this effort is included in case this design is required.

The total cost of this Amendment is $65,022 for a total contract amount of $159,345 and extends the contract completion date to December 31, 2012.

BUDGETARY IMPACT:

Funding is available in line items 514-1139-00-8520 and 513-1295-00-8610.

RECOMMENDATION:

Staff recommends that the City Council approve a Second Amendment to the Professional Services Agreement with Kimley-Horn and Associates for South Avondale CADD Services by increasing the agreement amount by $65,022 for a total of $159,345, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Second Amendment to Professional Services Agreement

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KIMLEY-HORN AND ASSOCIATES, INC.

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of May 7, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Kimley-Horn and Associates, Inc., a North Carolina corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into Professional Services Agreement, Contract No. 13153, dated January 24, 2011, as amended by that certain First Amendment dated November 11, 2011, for computer-aided drafting services for water and sewer infrastructure extension projects in southern Avondale (the "Agreement").

B. The City has determined that additional design, coordination and review services, as more particularly set forth in Exhibit A, attached hereto and incorporated herein by reference (the "Additional Services") are necessary to complete the work related to the Agreement.

C. The City and the Consultant desire to enter into this Second Amendment to (i) provide for Additional Services, (ii) extend the term of the Agreement and (iii) increase the Consultant's compensation.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is hereby extended through December 31, 2012.

2. Scope of Work. Consultant shall provide the Additional Services as set forth in the Additional Services Scope of Work, attached hereto as Exhibit A.

3. Compensation. Consultant's total compensation under the Agreement shall be increased by no more than $65,022.00 from $94,323.00 to $159,345.00 as consideration for the Additional Services as more particularly set forth in the Fee Proposal attached hereto as Exhibit B and incorporated herein by reference.

4. 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.

5. Non-Default. By executing this Second Amendment, the Consultant affirmatively asserts that (i) 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 and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.

6. Conflict of Interest. This Second Amendment and the Agreement may be canceled 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

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

1706851.1

"Consultant"

KIMLEY-HORN AND ASSOCIATES, INC.,
a North Carolina corporation

By: _____

Name: BRENT MUTTI

Title: VICE-PRESIDENT

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me on April 24, 2012, by Brent Mutti as Vice President of KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation, on behalf of the corporation.

BONNIE STEELE
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
April 16, 2016

_____
Notary Public in and for the State of AZ

(affix notary seal here)

1706851.1

EXHIBIT A
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KIMLEY-HORN AND ASSOCIATES, INC.

[Additional Services Scope of Work]

See following pages.

Scope of Services – Water and Sewer
Additional Services No. 2

Introduction

The follow out of scope services will be provided to the City of Avondale to changes in the location of PIR Lift Station, higher pressure requested by PIR, and high wastewater flow rate. KHA will provide CAD services as specifically set forth below. KHA will provide unsigned plan sets based on City of Avondale design and direction.

Task 1.0 – Revise Water Plans

1.1 Revise plan set prepared under the original contract dated 1/27/2011. The revisions will be limited to the following items:

- Update title sheet;
- Update quantities;
- Survey cleanup and coordination;
- Changes per Addendum No.1 from November 2011;
- Revise sheets count, and control plan to reflect revised water and wastewater sheets as outlined in the scope for this task;
- Show changes to wastewater plans in base map;
- Removal of services off the mainline;
- Replacement of two 1.5" lines with 2" copper line. Replacement will be shown in plan view only and will be limited to the area disturbed by the construction of this project;
- Additional plan sheet to allow for the connection to the city system on Roeser Road;
- Coordination with URS and inclusion of URS plan sheets for waterline on the bridge on Roeser Road, KHA will modify the KHA plan sheets to allow for the connection to the line over the bridge;
- Coordinate with Carollo for inclusion of Carollo plan sheets for four PRVs. KHA will modify the KHA plan sheets to connect to the PRVs;
- Revise Rigby Service Connection;
- Revise the plan to show the existing ditch crossing at 122nd Drive;
- Revise the Jack and Bore detail for a 36" diameter carry pipe. Revise the plan sheets that reference the detail accordingly;
- Add wastewater sheet from Carollo, so that the sewer line can be constructed during the dry-up period;
- Revise Right-of-way on Indian Springs Road;
- Revise the alignment of the water line on Indian Springs Road;
- Miscellaneous Tasks.

1.2 Address two sets of Redlines and Comments per the direction of the City

of Avondale.

1.3 Deliver submittals via email in PDF format.

KHA shall release CADD files at the end of the completed task.

All other services shall be considered Additional Services.

Task 2.0 – Additional Water Plan Sheets

2.1 Prepare two additional water line sheets to extend the water line up to 2,000 feet. The plan sheets will contain proposed waterline, existing improvements, topography, right-of-way, and plat information as gathered by the City's survey sub-consultant, "as-built" mapping and location of geotechnical sampling provided by the City, and property ownership adjacent to the alignment from Maricopa County Assessors Website.

2.2 Address two sets of Redlines and Comments per the direction of the City of Avondale.

2.3 Deliver submittals via email in PDF format.

KHA shall release CADD files at the end of the completed task.

All other services shall be considered Additional Services.

Task 3.0 – Revise Wastewater Plans

3.1 Revise plan set prepared under the original contract dated 1/27/2011. The revisions will be limited to the following items:

- Update title sheet;
- Update quantities;
- Changes per Addendum No.1 from November 2011;
- Revise Alignment;
- Revise the Jack and Bore detail for a 36" diameter carry pipe. Revise the plan sheets that reference the detail accordingly
- Coordinate with Carollo for the addition of Carollo prepared sewer sheets;
- Revise sheets count, and control plan to reflect additional water and wastewater sheets;
- Show changes to water plans in the base map; and
- Miscellaneous tasks.

3.2 Address two sets of Redlines and Comments per the direction of the City of Avondale.

Scope of Services – Water and Sewer
Additional Services No. 2

3.3 Deliver submittals via email in PDF format.

KHA shall release CADD files at the end of the completed task.

All other services shall be considered Additional Services.

Task 4.0 – Additional Wastewater Plans

4.1 Prepare two additional wastewater line sheets to extend the sewer force main up to 2,000 feet. The plan sheets will contain proposed force main, existing improvements, topography, right-of-way, and plat information as gathered by the City's survey sub-consultant, "as-built" mapping and location of geotechnical sampling provided by the City, and property ownership adjacent to the alignment from Maricopa County Assessors Website.

4.2 Address two sets of Redlines and Comments per the direction of the City of Avondale.

4.3 Deliver submittals via email in PDF format.

KHA shall release CADD files at the end of the completed task.

All other services shall be considered Additional Services.

Task 5.0 – Revise the Wastewater Force Main Diameter

5.1 Revise all KHA prepared wastewater plan sheets and details to reflect a change in force main diameter.

5.2 Address two sets of Redlines and Comments per the direction of the City of Avondale.

5.3 Deliver submittals via email in PDF format.

KHA shall release CADD files at the end of the completed task.

All other services shall be considered Additional Services.

Task 6.0 – Prepare Access Drive Plan

6.1 Prepare cost estimate to evaluate filling area behind guard rail so that it can be removed or cutting guard rail for driveway access.

6.2 KHA will prepare a plan set for the access driveway to the proposed wastewater lift station. This plan will be based on design information

provided by the City of Avondale. The city of Avondale will provide pavement section and culvert size.

6.3 It is anticipated that this driveway will include one plan sheet; no profile will be prepared. The set will also include cover, notes sheet, and detail sheet.

6.4 Address two sets of Redlines and Comments per the direction of the City of Avondale.

6.5 Deliver submittals via email in PDF format.

Task 7.0 – Meetings

7.1 KHA will attend up to 4 meetings with the Client, reviewing agencies, or the Client's subconsultants.

EXHIBIT B
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KIMLEY-HORN AND ASSOCIATES, INC.

[Fee Proposal]

See following page

Task	Brandon Project Manager	Jason Designer/ Engineer	Erik Tech/ Cadd	Clerical	Total Hours	Fee Estimate
	$ 165	$ 129	$ 90	$ 72		
Revise Water Plans						
title sheet		1			1	$ 129.00
quantities		4			4	$ 516.00
Survey Cleanup and Coordination		5			5	$ 645.00
Revise Sheet count and control sheet		9			9	$ 1,161.00
Addendum No 1		5			5	$ 645.00
remove services		4			4	$ 516.00
2" copper line		9			9	$ 1,161.00
Roeser Road Plan Sheet		15			15	$ 1,935.00
Roeser Road Bridge Coordination		9			9	$ 1,161.00
Rigby Service Connection Double Profile		12			12	$ 1,548.00
PRV Coordination		15			15	$ 1,935.00
Update Existing ditch crossing		9			9	$ 1,161.00
Revise Jack and Bore		4			4	$ 516.00
Add sewer sheets		4			4	$ 516.00
Revise ROW		9			9	$ 1,161.00
Revise Alignment		18			18	$ 2,322.00
Miscellaneous Tasks		25			25	$ 3,225.00
Address 1st comments		18		4	22	$ 2,610.00
Address 2nd Comments		9		2	11	$ 1,305.00
Total	0	184	0	6	190	$ 24,168.00
Additional Water Sheets						
2 sheets		25			25	$ 3,225.00
Address 1st comments		9			9	$ 1,161.00
Address 2nd comments		5			5	$ 645.00
Total	0	39	0	0	39	$ 5,031.00
Revise Wastewater Sheets						
Update Title Sheet		1			1	$ 129.00
Update Quantities		4			4	$ 516.00
Addendum No 1		5			5	$ 645.00
Revise Alignment		9			9	$ 1,161.00
Revise Jack and Bore		4			4	$ 516.00
Revise Sheet count and control sheet		5			5	$ 645.00
Miscellaneous Tasks		15			15	$ 1,935.00
Coordination with Corollo on sewer connection		5			5	$ 645.00
Address 1st comments		18		4	22	$ 2,610.00
Address 2nd comments		9		2	11	$ 1,305.00
Total	0	75	0	6	81	$ 10,107.00
Additional Wastewater Sheets						
2 sheets		25			25	$ 3,225.00
Address 1st comments		9			9	$ 1,161.00
Address 2nd comments		5			5	$ 645.00
Total	0	39	0	0	39	$ 5,031.00
Revise Force Main Diameter						
Revise Plan Sheets		18			18	$ 2,322.00
Revise Details		18			18	$ 2,322.00
Revise Water Plans		9			9	$ 1,161.00
					0	$ -
Total	0	45	0	0	45	$ 5,805.00
Prepare Drive Way Plans						
Cost Estimate		25			25	$ 3,225.00
Plan set (1 plan sheet, cover, notes, and detail sheet)		40			40	$ 5,160.00
Address 1st Comments		18		4	22	$ 2,610.00
Address 2nd Comments		9		2	11	$ 1,305.00
Total	0	92	0	6	98	$ 12,300.00
Meetings						
Meetings (5 @ 4 hrs each)		20			20	$ 2,580.00
					0	$ -
					0	$ -
					0	$ -
Total	0	20	0	0	20	$ 2,580.00
Total Hours	-	494	-	18	512	$ 65,022.00

CITY COUNCIL REPORT

SUBJECT:
Resolution 3039-512 - Intergovernmental Agreement with the State of Arizona for Environmental Site Assessments

MEETING DATE:
May 7, 2012

TO: Mayor and Council

FROM: Sue McDermott, P.E., Development Services Director/City Engineer, 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 and Arizona Department of Environmental Quality (ADEQ) for the purpose of providing funding to the City through the Brownfields States Response Grant, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City would like to develop property located along Avondale Boulevard and south of Interstate 10. Parcels 102-57-238 and 102-57-239 are proposed to be joined and developed into a road and transit center to accommodate the Avondale City Center. The two (2) parcels are located in the immediate vicinity of Avondale City Center and are a combined acreage of 42.3 acres. The subject properties were used for farming and as an aerial crop dusting facility. Prior to developing the land, the property must be evaluated for possible contamination.

Through ADEQ's Brownfields State Response Grant (SRG), the City of Avondale was awarded funding in the amount of $60,000 to conduct a Phase I Environmental Site Assessment (ESA) on Parcel 102-57-238 and a Phase I and Phase II ESA on Parcel 102-57-239.

DISCUSSION:

In 2007 and 2008, a Phase I and Phase II ESA were conducted on Parcel 102-57-238. In 2010, a Phase I ESA was conducted on Parcel 102-57-239. Due to the timeframe, the Phase I ESAs for both Parcel 102-57-238 and Parcel 102-57-239 will need to be updated. In addition, because a Phase II ESA on Parcel 102-57-239 was not previously conducted, it will be conducted at this time. If the Phase I on Parcel 102-57-238 reveals anything significant, an updated Phase II ESA for this parcel will be completed.

The IGA with ADEQ will allow the City to use Brownfields State Response Grant (SRG) funding to update the existing Phase I ESAs and perform the new Phase II ESA.

The IGA identifies the City's and ADEQ's respective responsibilities. The City will be responsible for adhering to all of the grant provisions outlined in the IGA. ADEQ will be responsible for providing funding from the SRG up to $60,000 on a cost reimbursement basis, providing a copy of EPA's Sampling and Analysis Plan Guidance and Template, reviewing and approving documents, retaining documentation of all grant expenditures upon completion of the project activities, and entering the site into the ADEQ Brownfields database.

BUDGETARY IMPACT:

The expenditure authority for this project is in 209-6701-00-6180. ADEQ shall reimburse the City through the Brownfields States Response Grant (SRG).

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing an Intergovernmental Agreement with the Arizona Department of Environmental Quality relating to Phase I and Phase II environmental site assessments, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3039-512

RESOLUTION NO. 3039-512

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO PHASE I AND PHASE II ENVIRONMENTAL SITE ASSESSMENTS.

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

SECTION 1. The Intergovernmental Agreement with the State of Arizona, Department of Environmental Quality relating to updated Phase I and new Phase II Environmental Site Assessments for site located along Avondale Boulevard, south of Interstate 10 on the east side of the road, on a 28-acre parcel of commercial property (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A.

SECTION 2. 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, May 7, 2012.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3039-512

[Agreement]

See following pages.

ADEQ Arizona Department of Environmental Quality	**SOLICITATION AMENDMENT** Arizona Department of Environmental Quality	**Page No.:**	1 of 1
		Solicitation No.:	ADEQ12-020310
		Amendment No.:	1
		Effective Date:	Upon Execution

Solicitation Title: Updated Phase I and new Phase II Environmental Site Assessment

The purpose of this Solicitation Amendment is to:

1. Government Service Agreement, page one (1), change statute from §A.R.S. 49-101 to §A.R.S. 49 -107.
2. Paragraph 15, Indemnification, page 6 is corrected to read:

   To the extent permitted by the law and to the extend permitted by §A.R.S. 41-621 and 35-154, the State of Arizona shall be indemnified and held harmless by the Grantee for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence. This provision shall not apply if the Grantee is an agency of the State of Arizona.
3. All other Terms and Conditions of this Government Service Agreement shall remain unchanged.

All parties hereby acknowledge receipt and understanding of the above Amendment.

CITY OF AVONDALE	**ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY**
	Daniel D. Pinkstaff
Signature	Signature
	Daniel D. Pinkstaff
Printed Name	Printed Name
	Procurement Manager
Title	Title
	APRIL 16, 2012
Date	Date

GOVERNMENT SERVICES CONTRACT

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Contract No.: **ADEQ12-020310**
Effective Date: UPON EXECUTION
Termination Date: December 31, 2012

Contract Title: Updated Phase I and new Phase II Environmental Site Assessment

GRANTEE

City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323-6806

Attn: Sue McDermott, Director
Development Services, Ste. 120

City of Avondale

Phone Number: (623) 333-4211
Fax Number: (623) 333-0100

CONTRACT ADMINISTRATOR

Arizona Department of Environmental Quality
Contracts and Procurement Section
1110 West Washington Street, Mail Code: 6415A-4
Phoenix, AZ 85007-2935

Senior Procurement Specialist: Judy A. Junge, CPPB
Phone Number: (602) 771-4776
Fax Number: (602) 771-4439

THIS CONTRACT is between the **STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY** [hereinafter sometimes referred to as the "Department" or "ADEQ"], established and authorized to contract pursuant to A.R.S. §49-101, and the **CITY OF AVONDALE** [hereinafter sometimes referred to as the "Grantee" or "City "].

The purpose of this Agreement is to provide, through the ADEQ Brownfields State Response Grant, funding on behalf of the City of Avondale to update an existing Phase I Environmental Site Assessment and conduct a Phase II Environmental Site Assessment if adequate funds are available. This site is located along Avondale Boulevard, south of Interstate 10 on the east side of the road, on a 28- acre parcel of commercial property.

This document, including Agreement Terms, Scope of Work, Appendices, Amendments, and any modifications approved in accordance herewith, shall constitute the entire Contract between the parties and supersede all other understandings, oral or written.

This Agreement contains the following documents:

1. Scope of Work
2. Special Terms and Conditions
3. Exhibit A – ADEQ Logo with Printing Credit
4. Exhibit B – Example of Project Signage

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

CITY OF AVONDALE	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
_____ Signature	_____ Signature
_____ Printed Name	Amanda E. Stone Printed Name
_____ Title	Director, Waste Programs Division Title
_____ Date	The above referenced Contract is hereby executed this _____ Day of _____, 20____.

SCOPE OF WORK
ADEQ12-020310

1. Description

1.1 The Arizona Department of Environmental Quality (ADEQ) will provide funding on behalf of the City of Avondale through its Brownfields State Response Grant (SRG) to update the existing Phase I Environmental Site Assessment (ESA) for parcels 102-57-238 and 102-57-239, and for conducting a Phase II ESA on a privately owned agricultural property that the City is considering acquiring located in Township 1N, Range 1E in the W1/2 of Section 6, Parcel #102-57-239, Avondale, AZ. The City wants to join both parcels and develop a road and parking lot to accommodate a newly constructed sports complex to the south of these parcels.

2. Project Tasks

2.1 A modified Phase II ESA shall be funded by ADEQ on behalf of the City. The City will perform the project management for the project and hire the contractor. The modifications to the Phase II ESA will involve the collection of information similar to the EPA All Appropriate Inquiry (AAI) activities. For example, records reviews and appropriate interviews that will assist in determining site history and insight into the types of chemicals-of-concern that may have been dumped on the site. The modified Phase II ESA report should include recommended cleanup options with estimated costs for cleanup options or recommendations and the rationale for further sampling.

2.2 A Sampling and Analysis Plan (SAP) shall be developed as part the Phase II ESA and submitted to ADEQ for approval prior to conducting any project sampling activities. The final SAP must be sealed by a professional registrant of the appropriate discipline.

3 The Grantee Responsibilities

3.1 Expend SRG grant funds for site assessment activities only. Administrative and overhead costs are not eligible expenses under this grant.

3.2 Develop and implement a community notification and outreach plan for Phase II ESA activities at the site. The plan must be approved by the ADEQ Brownfields program prior to implementation. The plan should include how the public will be notified of the following information: a) project overview/nature of the project; b) location of the project and what is currently being done at the property; c) who and how is the community benefiting from this project; d) how the community will be notified about project status, e.g. notices in water bill, city council or board meetings, web site notification, etc.; and e) a name and contact information for the public if they have questions or comments.

3.3 Summarize the public notification activities the City of Avondale has conducted and provide evidence of those notifications for the Phase II ESA activities at the site.

3.4 Select the project contractor from the current State of Arizona Pollutants Contract. The Contractor shall be properly licensed or certified to perform the work, and shall comply with

all applicable laws and guidelines. The City shall be responsible for ensuring that the contractor performs work in accordance with contract requirements.

3.5 For the Phase II ESA, a Sampling and Analysis Plan (SAP) shall be developed by the contractor and approved by ADEQ and the EPA prior to conducting any field activities. The SAP shall be created in accordance with the EPA's *Sampling and Analysis Plan Guidance and Template*, Version 3, Brownfields Assessment Projects, dated September 2009. Submit the project SAP for review and approval to the ADEQ Brownfields Program. The City is responsible for coordinating all comments from the EPA and ADEQ with the contractor.

3.6 Ensure that the Phase II ESA shall be conducted in conformance with acceptable industry standards as set forth in ASTM E1903, Standard Guide for Environmental Site Assessments, Phase II Environmental Site Assessments.

3.7 Monthly project status reports shall be submitted to ADEQ for the duration of the project. The project status reports will list the work completed, work anticipated for the next month, and a project schedule.

3.8 Document through photographs project progression from start to finish per the task assignment. These images may be used by ADEQ, the Grantee or the Environmental Protection Agency (EPA). Photographs will be provided to ADEQ Brownfields Program on a CD (jpg files) or DVD separate from the final project report.

3.9 Erect signage on the property such as is shown in Exhibit B of this Agreement during Phase II activities.

3.10 Submit documentation of all grant expenditures upon completion of the environmental assessment activities, to include but not limited to contractor invoices and reports.

3.11 Submit to the ADEQ Brownfields Program draft and final copies of the Phase II ESA reports for review.

4. <u>ADEQ Responsibilities</u>

4.1 Provide funding from the SRG up to the amount of $60,000 to be allocated for the performance of this contract on a cost reimbursement basis.

4.2 Provide copy of the EPA's *Sampling and Analysis Plan Guidance and Template*, Version 3, Brownfields Assessment Projects, dated September 2009.

4.3 Review and approve documents submitted for payment for performance of the project including, but not limited to the sampling and analysis plan, community notification and outreach plan, and the modified Phase II site assessment report.

4.4 Retain documentation of all grant expenditures upon completion of the project activities to include, but not be limited to, final reports and contractor invoices.

4.5 Enter the site into the ADEQ Brownfields database which is available for public review.

SPECIAL TERMS AND CONDITIONS
ADEQ12-020310

1. Definitions The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

1.1 "Department" or "ADEQ" means the Arizona Department of Environmental Quality.

1.2 "Agreement" or "Contract" means this written document between ADEQ and the Grantee.

1.3 "Grantee" means "City of Avondale".

1.4 "Project" or "Program" means the work, or any portion thereof described in this Agreement.

1.5 "Shall" means that which is mandatory.

1.6 "Subcontract" means any Contract between the Grantee and a third party to provide all or a specified part of the activities which the Grantee has contracted with the Department to provide.

1.7 "Contract" means any Agreement, expressed or implied, between the Grantee and another party or between a Grantee and another party delegated or assigned, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract between the Grantee or ADEQ and the Grantee.

1.8 "Site" means Parcel #102-57-239 in Avondale, AZ.

1.9 "State" means the State of Arizona.

2. Access to Information

Subject to statutory confidentiality requirements of the Grantee and ADEQ, both parties to this Agreement shall have full, complete and equal access to data and information prepared under this Agreement on a no-charge basis.

3. In the event of a conflict between the provisions of this Section and those of Section 3.7 of the Uniform Terms and Conditions, Property of the State, the provisions of this Section shall prevail. http://www.azdoa.gov/agencies/spo/docs_and_forms.asp.

4. Deliverables and Project Reporting

Per the ADEQ procedures, all employees must ensure that any public outreach, written or verbal, illustrating the ADEQ logo must be referred to the Public Information Officer and or Publications Director for coordination and approval.

4.1 A payment schedule shall be based on each individual project time line, reports and deliverables. A project update shall be submitted with each project's payment request.

4.2 The cost of each tracking report will be mutually agreed upon, and payment shall be made after the tracking report is submitted and approved by ADEQ. No advanced payments shall be authorized.

5. Amount of Agreement

Total funds available for this Contract shall not exceed $60,000.00 unless otherwise amended in accordance with Section 4 above. This funding is an initial amount of sponsorship from ADEQ on behalf of the City for this project.

6. Governing Law

6.1 This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

7. Implied Consent Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

8. Assignment

Neither Party may assign any rights hereunder without the express, written, prior consent of the other Party.

9. Audit of Records

9.1 In accordance with to A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

9.2 The City of Avondale is considered the recipient of the Brownfields SRG funds. In the event records of this project are audited by the EPA or its designees, and any costs disallowed by the EPA SRG Guidelines are identified, those costs must be reimbursed directly to ADEQ within 30 days of a written request.

10. Cancellation of State Contracts

Both parties may cancel this Agreement, without penalty of further obligation, pursuant to A.R.S. §38-511.

11. Contract Term

The initial term of this Agreement shall be from the commencement of signatures by both parties through December 31, 2012. The Agreement may be renegotiated for additional

periods, by formal Contract Amendment, subject to the requirements and/or limitations by Federal or State regulations.

12. Contract Extension

By mutual written amendment, this Contract may be extended for supplemental periods up to a maximum of 48 months. If ADEQ exercises such rights, all Terms and Conditions of the original Contract shall remain in effect and apply during the renewal period.

13. Amendments

This Agreement may be amended at any time upon mutual written agreement of both parties. No amendment of any of the terms of this Agreement shall be effective unless it is in writing and signed by the Designated Officers of the respective parties, or their designees.

13.1 Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Procurement Office of the State of Arizona. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation if applicable and entitled as an 'Amendment', and signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.

14. Effective Date

This Agreement shall become effective on the date this Agreement is signed by both parties.

15. Indemnification

To the extent permitted by A.R.S. §41-621 and §35-154, the State of Arizona shall be indemnified and held harmless by the Grantee for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence. This provision shall not apply if the Grantee is an agency of the State of Arizona.

16. Non-Availability of Funds

Every payment obligation of the State under this Contract 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 Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be

obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

17. Non-Discrimination

In accordance with A.R.S. §41-1461, contractor shall provide equal employment opportunities for all person, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.

18. Notices, Correspondence, Reports and Invoices

18.1 All correspondence relating to the execution of the Contract, clarification of this Contract, and Contract Amendments shall be sent to:
Judy A. Junge, CPPB, Senior Procurement Specialist
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007
Office: (602) 771-4776
Fax: (602) 771-4439
junge.judy@azdeq.gov

18.2 All notices, correspondence, reports and invoices, if applicable, from the Grantee shall be sent to:
Attn: Linda Mariner, Brownfields Project Manager
Arizona Department of Environmental Quality
Waste Programs Division
1110 W. Washington Street
Phoenix, AZ 85007
Office: (602) 771-4294
mariner.linda@azdeq.gov

18.3 All notices, correspondence, and reports from the Arizona Department of Environmental Quality shall be sent to:
Michelle Smythe, Acting Grants Administrator
City of Avondale
11465 W. Civic Center Drive, Ste. 220
Avondale, AZ 85323-6806
Office: (623) 333-1026
msmythe@avondale.org

Sue McDermott, Development Services Director/City Engineer
City of Avondale
11465 W. Civic Center Drive, Suite 120
Avondale, AZ 85323
Office: (623) 333-4211
smcdermott@avondale.org

18.4 Either party to this Agreement may designate a new Project Manager by filing a notice with the other party in accordance with these notice requirements.

19. Ownership of Information

Title to all documents, reports, data, and other materials prepared by the Grantee in performance of this Agreement shall rest in the ADEQ, except for copyrighted material prepared in advance of this Agreement by the Grantee at the expense of the Grantee. The ADEQ shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement, except for copyrighted material as provided in this Section. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement with the provision that all reproduction, duplication, disclosures and literature shall contain acknowledgement to ADEQ.

20. Payment and Reporting

Payment, if applicable, and reporting shall be in accordance with the Special Terms and Conditions and Section 18 of the Agreement Terms.

21. Personnel

21.1 The Grantee represents that it employs, or shall through subcontract, secure all personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with ADEQ unless otherwise specified herein.

21.2 Unless otherwise specified, all the services required hereunder shall be performed by the Grantee or under the supervision of the Grantee, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. It is further agreed that the Grantee warrants that it is fully qualified and authorized under state and local law to perform the services contemplated under this Agreement.

22. Printing Credit

Promotional materials, such as brochures, advertisements, press releases, videos, signs, maps, technical reports, etc. developed for the project, which are funded with ADEQ monies, shall show credit to ADEQ. Such items shall include the following: 1) "Another project partially funded by the Arizona Department of Environmental Quality's Brownfield Program," 2) the logo format as shown in Exhibit A of this Agreement; and 3) all promotional material shall be printed on recycled paper with the statement "Printed on Recycled Paper" printed on the cover sheet.

23. Project Review

23.1 It is the responsibility of ADEQ to review and observe the progress of this Project. Therefore, ADEQ reserves the right to meet with the Grantee or its subcontractors at reasonable intervals for purposes of review of the work and the progress of the Project.

23.2 ADEQ reserves the right to review and approve any and all forms, questionnaires, brochures, training materials and other special purpose documents developed by the Grantee or its subcontractors for use in the Project. All documents shall be reviewed within five business days unless otherwise mutually agreed upon.

24. Draft Document Review

The Grantee shall allow the ADEQ Brownfields Program to review all draft material prior to finalizing the material for printing and distribution, including television and radio commercials, brochures, advertisements, press releases, videos, signs, maps, technical reports and other printed material developed by the Grantee as part of this project.

25. Severability

The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

26. Subcontracts

26.1 The Grantee shall not enter into any subcontract or agreement relating to this Agreement without the prior written approval of ADEQ.

26.2 If approval to subcontract is granted, the Grantee shall provide ADEQ with a copy of each subcontract or agreement within 30 days of its effective date.

26.3 Subcontracts shall incorporate all terms and conditions contained herein.

27. Termination

27.1 ADEQ or the Grantee may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to the Grantee or ADEQ, as appropriate. The notice shall specify the effective date of termination. In the event this Agreement is terminated, with or without cause, the equipment, instruments, housing, supplies, and other materials prepared in advance of this Agreement by the Grantee at the Grantee's expense as provided in Section 19, Special Terms and Conditions, of this Agreement, shall become property of ADEQ.

27.2 In the event the Agreement is terminated, with or without cause, the Grantee shall deliver all finished or unfinished documents, data, and reports prepared as a result of this Agreement to ADEQ.

27.3 If the Agreement is terminated, the Grantee shall be paid for all allowable costs incurred prior to the date of termination, subject to audit verification by ADEQ or its duly authorized representative.

28. Third Party Antitrust Violations

The Grantee assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Grantee, toward fulfillment of this Contract.

29. Brownfields SRG Application

The Grantee's Brownfield SRG application dated August 20, 2011 is hereby incorporated into this Agreement by reference.

30. Estimated Usage

Any Contract resulting from this Agreement shall be used on an as needed, if needed basis. ADEQ makes no guarantee as to the amount of work that may be performed under any resulting Contract.

31. Changes

ADEQ reserves the right to add or delete related services and make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the State. All changes shall be documented in advance by Contract Amendment signed by the ADEQ designated authority and the contractor.

32. Conflict of Interest

In accordance to A.R.S.§38-511, the State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.

33. E-Verify

In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. §23-214, Subsection A.

34. Scrutinized Business

In accordance with A.R.S. §35-391 and A.R.S §35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

35. Arbitration

In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

36. Purchase Card Program

The State of Arizona has implemented a purchasing card program. Participating contractors may receive payments from State agencies via this purchasing card program in the same manner as other credit card type purchases. Contractor(s) should consult with their servicing bank to discuss this program and all applicable fees.

37. Lobbying

Contractor shall not engage in lobbying activities, as defined in 40 CFR Part 34 and A.R.S. §41-1231 et seq., using monies awarded under this Agreement. Contractor shall disclose all lobbying activities to ADEQ or the other Eligible Agencies to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under this Contract shall not be used for lobbying. All proposed subcontractors shall be subject to the same lobbying provisions stated above. Contractor must include anti-lobbying provisions in all Contracts with subcontractors.

38. Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

39. Inclusive Offeror

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of Administrative or Billing needs. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

40. Certification of Small Businesses and Disadvantaged Business Enterprises (DBE)

It is highly recommended that small businesses and DBEs get certified as such. EPA reporting, requirements have changed and it is in the best interests of such businesses to become certified as soon as possible, certification is typically free. Several certifying agencies are as follows: City of Phoenix, City of Tucson, Small Business Association (SBA), Arizona Department of Transportation (ADOT) and Environmental Protection Agency (EPA).

41. Federal Immigration and Nationality Act

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

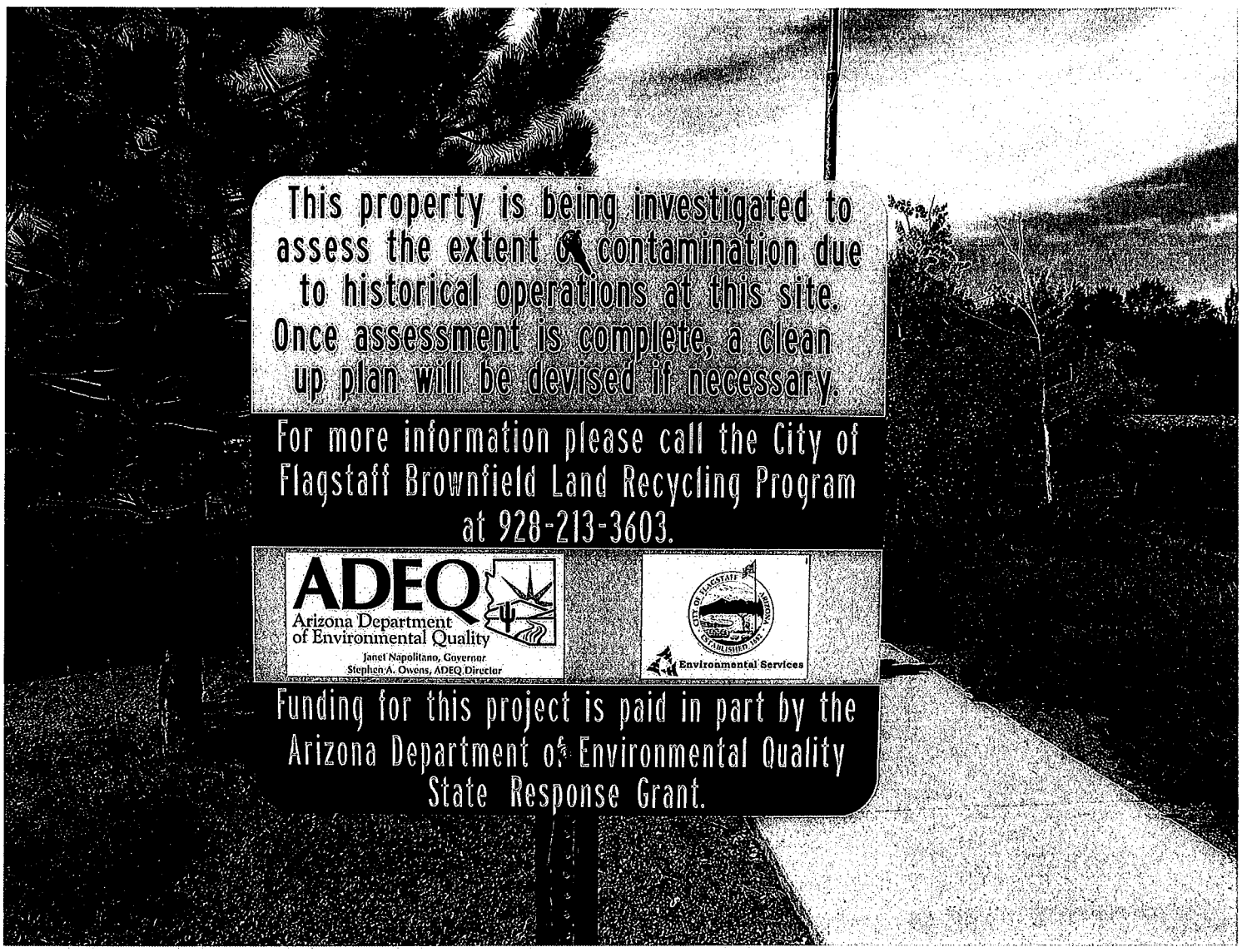
41.1 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of theContract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

EXHIBIT A – ADEQ12-020310
ADEQ LOGO WITH PRINTING CREDIT

ADEQ
Arizona Department
of Environmental Quality

Janice K. Brewer, Governor
Henry R. Darwin, Director

EXHIBIT B – ADEQ12-020310
Example of Project Signage



CITY COUNCIL REPORT

SUBJECT:
Resolution 3040-512 - Memorandum of Understanding - State of Arizona Counter Terrorism Information Center

MEETING DATE:
May 7, 2012

TO: Mayor and Council

FROM: Paul Adams, Fire Chief (623) 333-6100

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting City Council approval of a Memorandum of Understanding with the Arizona Department of Public Safety Counter Terrorism Information Center (ACTIC) to grant Level C - Classified Information access to the City's two Terrorism Liaison Officers (TLO) from the Fire Department and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The AZ Counter Terrorism Information Center, through which the TLO program operates, has been recognized by U.S. Department of Homeland Security as the gold standard for coordinated information sharing between Local, State and Federal agencies. Avondale Fire has dedicated two Fire Captains to operate as TLO's within the City of Avondale and support the Southwest Valley first responders.

DISCUSSION:

The Avondale Fire TLO program operates as a coordinated effort with fire and law enforcement. The TLO is assigned to all incidents that may require immediate and timely access to secure information from outside agencies (i.e.: State and Federal) and the TLO will operate as the liaison in the event an incident escalates. This MOU will authorize the Fire Department's two (2) Terrorism Liaison Officers Level C - Classified Information access. Level C provides Avondale Fire TLO personnel immediate access to all pertinent classified information that will assist fire and law enforcement commands operating at an incident.

BUDGETARY IMPACT:

The MOU does not cause any impact on the Fire Budget.

RECOMMENDATION:

Staff is recommending Council adoption of a resolution approving a Memorandum of Understanding with the State of Arizona relating to the use of counter terrorism information and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3040-512

RESOLUTION NO. 3040-512

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF ARIZONA RELATING TO THE USE OF COUNTER TERRORISM INFORMATION.

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

SECTION 1. The Memorandum of Understanding with the Arizona Department of Public Safety, Arizona Counter Terrorism Information Center relating to the Terrorism Liaison Officer Program (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A.

SECTION 2. 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, May 7, 2012.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3040-512

(Agreement)

See following pages.

MEMORANDUM OF UNDERSTANDING (MOU)
FOR
TLO LEVEL C (CONNECTIVITY)
BETWEEN
THE ARIZONA COUNTER TERRORISM INFORMATION CENTER
STATEWIDE TERRORISM LIAISON OFFICER PROGRAM
AND
THE CITY OF AVONDALE

I. Purpose

This MOU is to establish connectivity to the Arizona Department of Public Safety Arizona Counter Terrorism Information Center (ACTIC) Terrorism Liaison Officer (TLO) systems by the City of Avondale, acting by and through its Fire Department (the "City" or "City of Avondale Fire Department") to enhance the ACTIC Terrorism Liaison Officer (TLO) Program intelligence collection and domestic preparedness for Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) response services concerning the activities of terrorism.

II. Authority

DPS ACTIC is authorized and empowered to enter into this MOU pursuant to ARIZ. REV. STAT. § 41-1713(B)(3) and the City of Avondale Fire Department is authorized and empowered pursuant to ARIZ. REV. STAT. § 11-952.

III. Agreement

The City of Avondale Fire Department agrees to assign a sworn police officer, sworn fire fighter or law enforcement analyst who has been authorized by the City of Avondale Fire Department to respond as needed in support of the City of Avondale Fire Department and/or Department of Public Safety (DPS) Arizona Counter Terrorism Information Center (ACTIC) in accordance to the provisions of this MOU. The City of Avondale Fire Department agrees to provide equipment (as referenced in section IV Equipment) and pay for all personnel expenses, salary and benefits related to participation in this program. Prior to receiving connectivity to ACTIC Terrorism Liaison Officer (TLO) systems, the TLO must successfully complete TLO training coordinated by DPS ACTIC. A person who successfully completes the training is classified as a certified TLO.

For the duration of the TLO's assignment, the certified TLO will perform TLO tasks as related to the purpose of this MOU. Specifically, the TLO will conduct activities related to domestic preparedness, CBRNE response services, any activities associated with terrorism awareness and any of the activities listed in the TLO Weekly Timesheet, attached hereto as Exhibit A and incorporated herein by reference. The TLO must submit a TLO weekly timesheet to DPS ACTIC documenting work relating to the purpose of this MOU. TLO's are required to adhere to all DPS ACTIC guidelines, policies, and procedures, including the ACTIC Privacy Policy and Civil Rights Procedure Guide, while participating in the ACTIC Terrorism Liaison Officer (TLO) Program.

By checking one of the following boxes, the City of Avondale Fire Department has made the determination that it's non-law enforcement TLO's level of access to law enforcement information:

Non-law enforcement personnel
[ ] Are not authorized to access ACJIS data information
[X] Are authorized to access ACJIS data information

If the City is requesting authorization for access to ACJIS information, the City must also agree to and sign Addendum A, attached hereto as Exhibit B and incorporated herein by reference.

IV. Equipment

The equipment provided by the City of Avondale Fire Department and assigned to said certified TLO shall be in compliance with the equipment list approved by the ACTIC Commander. Equipment shall remain in the custody of the City of Avondale Fire Department for use by the certified TLO pursuant to this MOU. All provided and assigned equipment issued to a certified TLO pursuant to this MOU will be maintained in good working order by the City of Avondale Fire Department. Equipment issued to a TLO shall only be used and accessed by the certified TLO having connectivity to DPS ACTIC Information Technology (IT) Systems. Computer equipment and software used in this program will be specified by the DPS ACTIC Information Technology (IT) section in accordance with current ACTIC IT standards. DPS ACTIC will maintain control of the administrative rights of the computer in order to ensure system stability and security. All changes and/or modifications to said computer will require DPS ACTIC IT approval. In the event that equipment is damaged, lost, or no longer operative, the City of Avondale Fire Department will be responsible for all expenses regarding replacement or repair. In the event the equipment is stolen the City of Avondale Fire Department must immediately notify the ACTIC Watch Center, (602) 644-5805, of the loss.

V. Reimbursement for Travel Expenses

The City of Avondale Fire Department is responsible to apply for reimbursement of all travel expenses related to a State of Arizona emergency incident (i.e. FEMA, AZ DEMA, etc.).

Travel for DPS ACTIC approved TLO training shall be reimbursed by DPS ACTIC, subject to availability of grant funding, in accordance with Arizona Department of Administration guidelines.

VI. Effective Date/Duration

This MOU shall become effective upon the final signatures on each of two (2) originals by both parties. This MOU shall remain in effect until such time that either party submits a 30-day written notice to terminate this MOU to the other party. Any modification of this MOU shall be by written amendment executed by the governing bodies of both parties. This MOU replaces any and all previous MOU's regarding TLO Level C (Connectivity) participation executed by the parties regarding domestic preparedness CBRNE response services and the TLO program.

VII. Termination/Cancellation
Either party may terminate this MOU for convenience or cause upon thirty (30) days written notice to the other party. This MOU is subject to cancellation for conflicts of interest under the provisions of ARIZ. REV. STAT. § 38-511.

Any notice required to be given under this MOU will be provided by mail to:

DPS:
Commander of DPS Intelligence Bureau
Arizona Counter Terrorism Center
P.O. Box 6638 – MD 3900
Phoenix, Arizona 85005-6638

CITY:
The City of Avondale Fire Department
Fire Chief
11465 W. Civic Center Dr., Ste 280
Avondale, AZ 85323

VIII. Recordkeeping
All records regarding this MOU, including officer's weekly TLO timesheets, must be retained for five (5) years in compliance with ARIZ. REV. STAT. § 35-214, entitled Inspection and Audit of Contract Provisions.

IX. Fees
In no event shall either party charge the other for any administrative fees for any work performed pursuant to this MOU.

X. Worker's Compensation Benefits
Pursuant to ARIZ. REV. STAT. § 23-1022(D), for the purposes of worker's compensation coverage, all employees covered by this MOU shall be deemed to be an employee of both agencies. The primary employer shall be solely liable for payment of worker's compensation benefits.

XI. Jurisdiction
The City of Avondale Fire Department accepts the responsibility to respond to all CBRNE and suspected terrorism related incidents in its jurisdiction and notify DPS ACTIC as soon as possible, and in accordance with the City of Avondale Fire Department emergency response guidelines and Department of Homeland Security (DHS) guidelines.

XII. Indemnification
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 expenses (including reasonable attorney's fees) (hereinafter referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

XIII. Non-Availability of Funds
This MOU shall be subject to available funding, and nothing in this MOU shall bind any party to expenditures in excess of funds appropriated and authorized for purposes outlined in this MOU.

XIV. E-verify

To the extent applicable under ARIZ. REV. STAT. § 41-4401, each party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Each party has the right to inspect the papers of the other party or its subcontractors participating in this MOU to ensure compliance with this paragraph. A party's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of this MOU and may result in the termination of this MOU by a non-breaching party under the terms of this MOU.

XV. Sudan and Iran

Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the parties 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 one party determines that the other party submitted a false certification, the non-breaching party may impose remedies as provided by law including terminating this MOU.

IN WITNESS WHEREOF, the parties hereby subscribe their names:

State of Arizona

By: _____
Colonel Robert C. Halliday, Director
Arizona Department of Public Safety

Date:_____

Approved as to Form:

_____
Assistant Attorney General

Date:_____

City of Avondale

By: _____
Charlie McClendon
City Manager

Date:_____

ATTEST:

_____
Carmen Martinez, City Clerk

Approved as to Form:

_____
Andrew McGuire
City Attorney

Date:_____

1704882.3

EXHIBIT A
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF AVONDALE
AND
THE ARIZONA DEPARTMENT OF PUBLIC SAFETY
ARIZONA COUNTER TERRORISM INFORMATION CENTER

[TLO Weekly Time Sheet]

See following page.

TLO Weekly Time Sheets

Date:

Name:	TLO Number:	Agency:

Date	Duty Description	Hours	Duty Type	Callout Type	Incident # or Location

Duty Types	Code
Administrative	A
Briefings (command/city/other	B
Callout / Incident Response	C*
Log Entry at ACTIC	L
Meetings	M
Special Projects	P
Training	T
TVA	V**
Watch Center	W

Callout Types	Code
Hostage / Barricade	1
Barricade (no hostage)	2
Suspicious Powder	3
Bomb Threat	4
Bomb Disposal / InvestMOUtion	5
HAZMAT	6
Clandestine Drug Lab	7
Fire Incident (Involving Evacuation)	8
PD Shooting (Involving Evacuation)	9
PD/Fire Involved Accident	10
Major Medical	11
Special Event (scheduled)	12
Protest	13
Heavy Rescue Deployment	14
Other	15

***All Callouts must have a callout type code and either an incident number or location**

****All TVA's must have a location listed**

EXHIBIT B
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF AVONDALE
AND
THE ARIZONA DEPARTMENT OF PUBLIC SAFETY
ARIZONA COUNTER TERRORISM INFORMATION CENTER

[Addendum A]

See following pages.

ADDENDUM "A"

The City of Avondale, acting by and through the City of Avondale Fire Department, (the "City" or the "City of Avondale Fire Department" authorizes its TLO(s) access to ACJIS data. Access and use of ACJIS information must be in compliance with ARIZ. REV. STAT. § 41-1750, U.S. Department of Justice regulations at 28 Code of Federal Regulations (CFR) Part 20 and the rules, regulations and policies required for authorized access to ACJIS and the National Crime Information Center's database. The access can only be used for authorized administration of criminal justice purposes outlined in Section II(a) of this Addendum. The City of Avondale Fire Department will provide a list identifying each TLO including name, date of birth and contact number(s). Any sworn fire fighter (or other official or employee of a non-criminal justice agency) provided as a TLO can only access ACJIS or NCIC data when acting under the authority and direction of an authorized criminal justice agency performing administration of criminal justice purposes under 28CFR Part 20.3 and shall be subject to the same requirements as a law enforcement officer working for a criminal justice agency. The City of Avondale Fire Department and the specific TLO will be responsible for the security of the information and shall not secondarily disseminate the information to any individual or agency not authorized to receive the information directly or indirectly from the central state repository. Failure to abide by these requirements could result in suspension of service and/or future direct or indirect access to ACJIS information. Unauthorized access for non-criminal justice purposes or improper secondary dissemination could result in more severe penalties.

I. Information: In accordance with federal and state regulations, DPS agrees to furnish the City of Avondale Fire Department TLO(s) with the following type(s) of information: Authorized Criminal Justice Information.

II. Privacy and Security:

a) Purpose: Information received under the terms of this Addendum shall be limited to the following specific purpose(s): Criminal investigation and identification activities pursuant to 28 CFR 20.3(b).

b) Secondary Dissemination: The City of Avondale Fire Department agrees to assume full liability for the release of criminal history record information and/or criminal justice information. (Unlawful use of criminal history information and/or criminal justice information as defined in ARIZ. REV. STAT. § 41-1756 is a class 6 felony.)

c) System Security Officer: Upon receipt from the City of Avondale Fire Department, the ACTIC SSO shall keep current a list, including name, date of birth and contact number(s) of all authorized TLOs.

III. Rules: The use of all information covered by the terms of this Addendum shall be in strict compliance with all federal and state laws and regulations relating to the purposes outlined in Section II, subparagraph a of this Addendum; with all rules, procedures, and policies adopted by the NCIC Advisory Policy Board in regard to information furnished through the FBI/NCIC program; and with all rules, procedures, and policies contained in the ACJIS Operating Manual; 28 CFR Part 20; the NCIC 2000 Operating Manual and with all rules, policies and procedures of

the National Law Enforcement Telecommunications System (NLETS), for ACIC/NCIC and ALETS/NLETS policies unless otherwise provided.

IV. Audits/Inspections: The City of Avondale Fire Department hereby agrees to make its reports available through the SSO to DPS for the purpose of conducting periodic audits to ensure TLO's compliance with all laws and regulations regarding the ACJIS access under the terms of this Addendum.

V. Sanctions:

Suspension of Service: In addition to the penalties provided by law, DPS reserves the right to immediately suspend furnishing information covered by the terms of this Addendum to the City of Avondale Fire Department TLO when any terms of this Addendum are violated or reasonably appear to be violated. DPS shall resume furnishing such information upon receipt of satisfactory assurance that such violations did not occur or that such violations have been fully corrected or eliminated. In the event the TLO challenges the ruling of DPS regarding violation(s) or audit results, the Arizona CDS Policy Board shall adjudicate the matter.

VI. Addendum: TLO(s) agree to abide by all conditions outlined in this Addendum.

CITY OF AVONDALE

_____

Charlie McClendon, City Manager

Date:_____

ATTEST:

_____

Carmen Martinez, City Clerk

CITY COUNCIL REPORT

SUBJECT:
Public Hearing - Proposed Annexation - Littleton Elementary School District

MEETING DATE:
May 7, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will hold a public hearing regarding the proposed annexation of APN 500-30-0231 owned by the Littleton Elementary School District and located south of the southwest corner of Avondale Boulevard and Buckeye Road.

BACKGROUND:

Staff received a request from Dr. Roger Freeman, Superintendent of the Littleton Elementary School for the annexation of APN 500-30-0231. The subject parcel is one of four on which Littleton Elementary School is built. Two of the parcels were annexed into the City of Avondale in the 1950's and the third was annexed in the 1990's but it is unclear why the subject parcel was left out of the annexation. At its meeting of March 5, 2012, council authorized staff to proceed with the requested annexation.

DISCUSSION:

The school district is planning to make considerable modifications to the layout of the school's parking and play areas. The annexation is necessary in order to allow the school district to better coordinate the building process by only having to deal with one jurisdiction.

In accordance with state statutes, the Council must hold a public hearing on the proposed annexation. As required by statute, a notice was published in the West Valley View on April 27, 2012 and signs were posted at three locations within the proposed annexation areas on April 27, 2012. No comments have been received from the public. Adoption of the annexation ordinance by the City Council is scheduled for the regular meeting of May 21, 2012.

RECOMMENDATION:

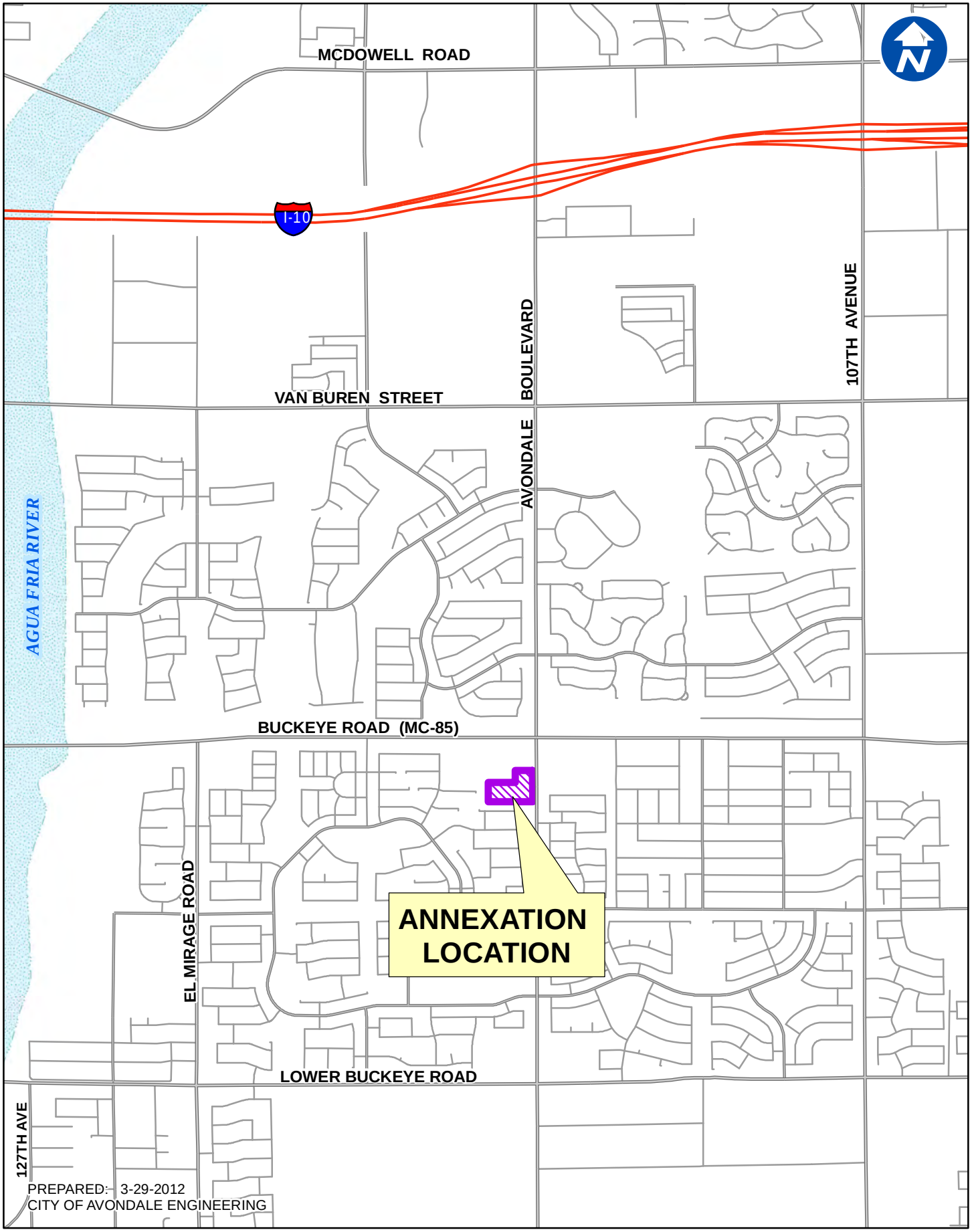
Staff recommends that the City Council hold a public hearing regarding the proposed annexation.

ATTACHMENTS:

Click to download

- Vicinity Map
- Map and Legal Description
- Posting photos

VICINITY MAP



0 1,000 2,000 4,000 Feet

Littleton School Annexation

CITY OF AVONDALE ANNEXATION
Littleton School Parcel

LEGAL DESCRIPTION

That part of Blocks 11, 12, 13 and 14 of Littleton Tract as recorded in Book 5 Page 17 of Maps, official records of Maricopa County, including those portions of right-of-ways and alleys abandoned by Resolution No. 1566, recorded in Docket 4544, page 548 and Resolution No. 1675, as recorded in Docket 5481, page 388, official records of Maricopa county, located in the Northeast quarter of Section 13, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows;

COMMENCING at the Northeast corner of said Section 13, Thence South 00 degrees 20 minutes 08 seconds East along the East line thereof, as a basis of bearing, for a distance of 512.78 feet;

Thence South 89 degrees 39 minutes 52 seconds West a distance of 65.00 feet to the West right-of-way line of Avondale Boulevard and a point on the North line of the South 40 feet of Lot 1, Block 12, said Littleton Tract, and also being the True Point of Beginning;

Thence South 89 degrees 55 minutes 42 seconds West a distance of 268.01 feet to the Northwest corner of the South 40 feet of Lot 6, said Block 12;

Thence South 00 degrees 20 minutes 24 seconds East a distance of 184.05 feet to the Northeast corner of the South 16 feet of Lot 18, said Block 12;

Thence South 89 degrees 55 minutes 46 seconds West a distance of 424.18 feet to a point on the North line of the South 16 feet of Block 11, said Littleton Tract;

Thence South 00 degrees 20 minutes 08 seconds East, parallel with the East line of said Section 13, a distance of 300.00 feet;

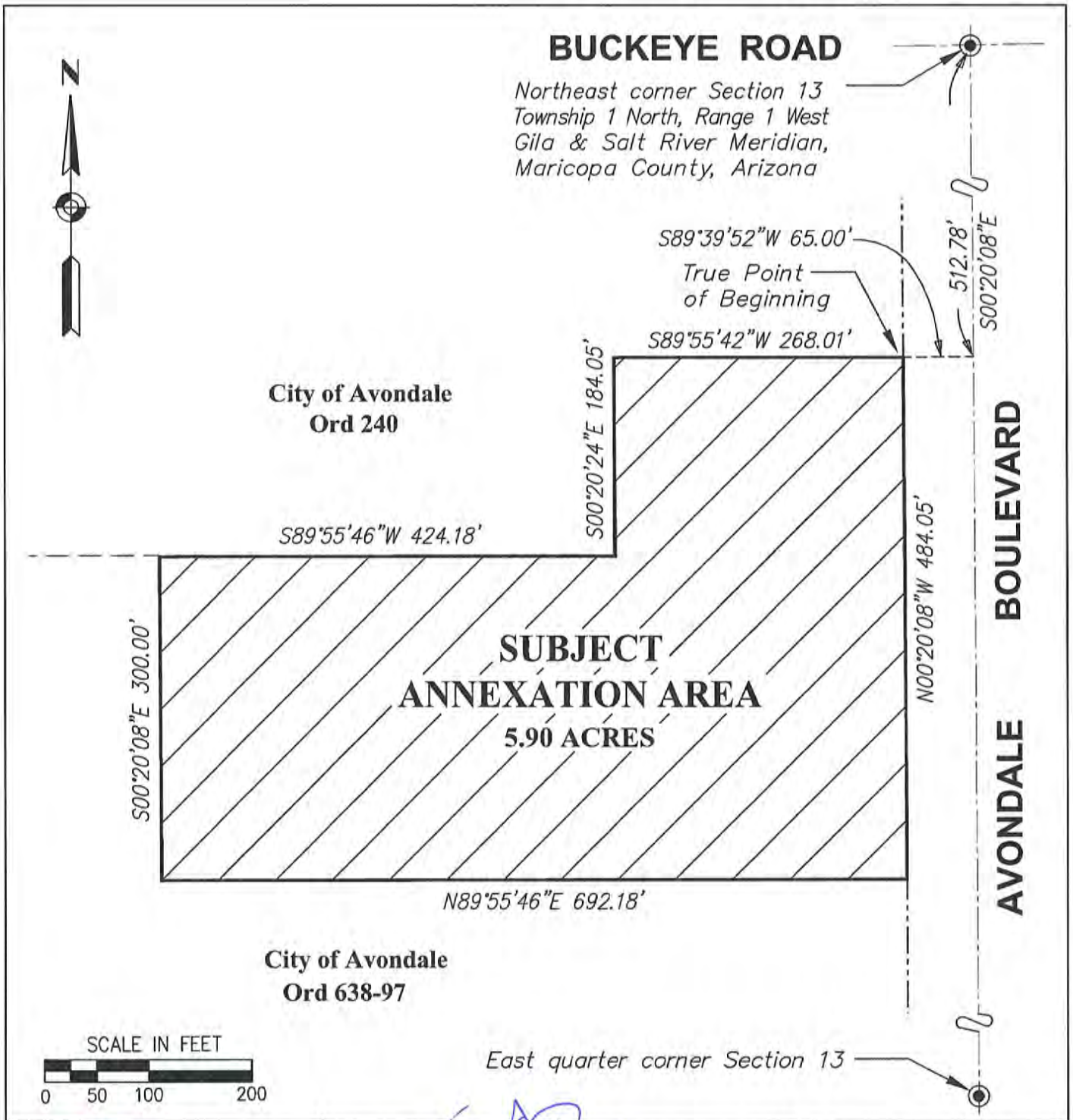
Thence North 89 degrees 55 minutes 46 seconds East, parallel with the South line of said Block 11, a distance of 692.18 feet to a point on the West right-of-way line of Avondale boulevard;

Thence North 00 degrees 20 minutes 08 seconds West along said West right-of-way line for a distance of 484.05 feet to the True Point of Beginning;

Said parcel contains 5.90 acres more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
13572
LARI DON
SPIRE
Date Signed 2-22-12
ARIZONA, U.S.A.

EXPIRES 6-30-13



City of Avondale

ENGINEERING DEPARTMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
13572
LARI DON
SPIRE
Date Signed 2-22-12
ARIZONA, U.S.A.

Expires 6-30-13

ANNEXATION EXHIBIT MAP
LITTLETON SCHOOL
NE ¼ Section 13, T1N, R1W
Gila & Salt River Meridian
Maricopa County, Arizona

DATE: 2-22-2012	PROJECT NAME
DSN:	LITTLETON SCHOOL ANNEXATION
DRN. LS	
CHK:	PAGE: 1 of 1

PUBLIC NOTICE
Notice is hereby given that the City Council of the City of Avondale will hold a public hearing on Monday, May 7, 2012 at 7:00 p.m. to discuss the proposed annexation of that part of Blocks 11, 12, 13 and 14 of Littleton Tract as recorded in Book 5 Page 17 of Maps, official records of Maricopa County, including those portions of right - of - ways and alleys abandoned by Resolution No. 1566 recorded in Docket 4544, page 548 and Resolution No. 1675, as recoded in Docket 5481, page 388, official records of Maricopa County, located in the Northeast quarter of Section 13, Township 1 North, Range 1 West, Gila and Salt River Meridian Maricopa County, Arizona. (APN 500 - 30 - 023J generally located south of the southwest corner of Avondale Boulevard and Buckeye Road). For additional information please call the City Clerk's Office at 623 - 333 - 1200. This meeting will be held in the Council Chambers, 11465 W Civic Center Drive in Avondale.
Published in the West Valley View April 27, 2012
04/18/12

PUBLIC NOTICE
04/18/12

PUBLIC NOTICE
04/18/12

CITY COUNCIL REPORT

SUBJECT:
Amendments to Deferred Compensation Plans

MEETING DATE:
May 7, 2012

TO: Mayor and Council

FROM: Paul Adams, Fire Chief (623) 333-6100

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and City Council authorize the City Manager to review and approve, as appropriate, proposed amendments to the deferred compensation plans adopted by the City on an ongoing basis as long as there is no financial impact to the city.

BACKGROUND:

The City currently makes available two deferred compensation plans to employees, one offered by ICMA-RC which was adopted in 1993 and the other by Nationwide Retirement Solutions, formerly PEBSCO, adopted in 1994. Participation in either plan by employees is entirely voluntary and employee contributions are made through payroll deduction and are subject to the IRS regulations covering deferred compensation plans.

DISCUSSION:

Over the past several years changes have occurred in federal law and business practices as they affect deferred compensation plans which allow various new options to be offered to plan participants. These new options require that a document amending the base plan be executed by the City to allow participating employees to take advantage of them. Such was the case in 2010 when Council approved an amendment to the plans implementing the participant loan provision.

In 2011 additional plan options became available for plan participants that are of interest to some City of Avondale employees. The options provide greater flexibility in how the employee is able to manage their deferred compensation account and include:

- Distribution for purchase of health or long-term care insurance. This option is available for public safety personnel only and is capped at $3,000 per year.

- Roth 457(b) account. This option provides a greater variation of investment opportunities within the deferred compensation plan. The combination of plans would still be subject to the IRS maximum contribution limitation.

- Schwab Self Directed Brokerage Option. Allows for the participant to invest in a variety of stock options.

- 401(a) Option. Would allow for contribution to both a 457(b) and 401(a) account. Contributions to the 401(a) account would not be counted toward the 457(b) maximum contribution limitation.

- Transitional Support Services. Would allow access to financial planning options available through the plan provider.

While one or more of the above options may be of benefit to an Avondale employee the plan document currently does not allow them to take advantage of any of the options. There is no financial impact to the city relative to any of the options and execution of a simple plan amendment document is all that is required to make the options available to plan participants.

Since it can be anticipated that federal law will continue to evolve as it relates to deferred compensation plans it is requested that the City Manager be authorized to evaluate these and any future changes or options to the plan and execute the necessary plan amendment documents as necessary.

BUDGETARY IMPACT:

There is no budgetary impact to the city for participation in or modification of the deferred compensation plan documents.

RECOMMENDATION:

Staff recommends that the Mayor and City Council authorize the City Manager to review and approve, as appropriate, proposed amendments to the deferred compensation plans adopted by the City on an ongoing basis as long as there is no financial impact to the city.

ATTACHMENTS:

Click to download

No Attachments Available