CITY COUNCIL AGENDA

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

WORK SESSION
October 1, 2012
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 BOYS & GIRLS CLUBS OF METROPOLITAN PHOENIX PRESENTATION

City Council will receive a presentation from the Boys & Girls Club of Metropolitan Phoenix and review their education initiatives at the Tri-City Boys & Girls Club located in Historic Avondale and throughout the region. This item is for information and discussion only.

3 AVONDALE ELEMENTARY SCHOOL DISTRICT PRESENTATION

Dr. Betsy Hargrove, Superintendent of the Avondale Elementary School District will provide information on the district's strengths, successes and aspirations and how the City of Avondale can support the educational system. For information and discussion only.

4 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

Carmen Martinez
City Clerk

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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:
Boys & Girls Clubs of Metropolitan Phoenix Presentation

MEETING DATE:
October 1, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The City Council will hear about the educational programs of the Boys & Girls Clubs of Metropolitan Phoenix and discuss the impact of those programs on Avondale youth participants at the Tri-City West Thornwood Boys & Girls Club located in Historic Avondale.

BACKGROUND:

The quality of the educational system and perceptions of the school districts have a direct impact on the success of the community. In addition to preparing Avondale youth to enter the workforce, it also impacts the overall desirability of the community from a real estate and development perspective. This item is part of an ongoing dialogue with stakeholders and school district officials on the educational system. The goal is to understand the strengths and opportunities in the community and within each district and to begin a discussion on how to strengthen partnerships and celebrate the strengths of the educational system.

DISCUSSION:

The Boys & Girls Clubs of Metropolitan Phoenix focuses on five core program areas that help youth develop a positive self identity, educational competencies and the values enabling them to develop positive relationships with others. The Boys & Girls Clubs operating principles focus on these capacities to enable youth to become responsible citizens and leaders. The core program areas include the Arts; Character and Leadership; Education and Career Development; Health and Life Skills; and Sports, Fitness and Recreation. There are fourteen branches in the region.

The local Tri-City Thornwood Boys & Girls Club is an important partner to the City of Avondale in providing after school programming and other services to children and youth. Avondale staff work together with the local branch on joint programming and grant applications. For example, since program inception, the local club has provided placements for several Next STEP (Summer Teen Employment Program) students in their summer work experience.

BUDGETARY IMPACT:

This item has no budgetary impact.

RECOMMENDATION:

This report is for information and discussion only.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Avondale Elementary School District Presentation

MEETING DATE:
October 1, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The City Council will hear about the strengths, successes and aspirations of the Avondale Elementary School District and discuss how the City of Avondale can support the educational system.

BACKGROUND:

The quality of the educational system and perceptions of the school districts have a direct impact on the success of the community. In addition to preparing children to enter the workforce and higher education, it also impacts the overall desirability of the community from a real estate and development perspective. This item is part of an ongoing dialogue with school district officials and other stakeholders on the educational system. The goal is to understand the strengths and opportunities within each district and to begin a discussion on how to strengthen partnerships with the schools and celebrate their strengths.

DISCUSSION:

Within Avondale municipal boundaries, the Avondale Elementary School District (AESD) lies between McDowell Road and the Gila River and west of the Agua Fria River to the border with Goodyear. Within Goodyear, the District extends to Citrus Road on the west. The District operates nine schools: Centerra Mirage, Copper Trails, Desert Star, Desert Thunder, Eliseo C. Felix, Lattie Coor, Michael Anderson, Wildflower and S.T.A.R. Academy (Social/Transitions/Alternative/Education).

The District participates in the System for Teacher and Student Advancement (TAP) and focuses on monitoring student data and ongoing staff development. This ensures the highest level of instruction for our students each day. As a Kids At Hope District, AESD recognizes that the building blocks of the students' future are academic and personal growth. The District recently completed construction of the new administrative office complex on Western Avenue. AESD staff work closely with the Care1st Avondale Resource and Housing Center which is located across from the adminstrative offices. Councilmember Charles Vierhout is the Council Ambassador to the AESD.

BUDGETARY IMPACT:

This item has no budgetary impact.

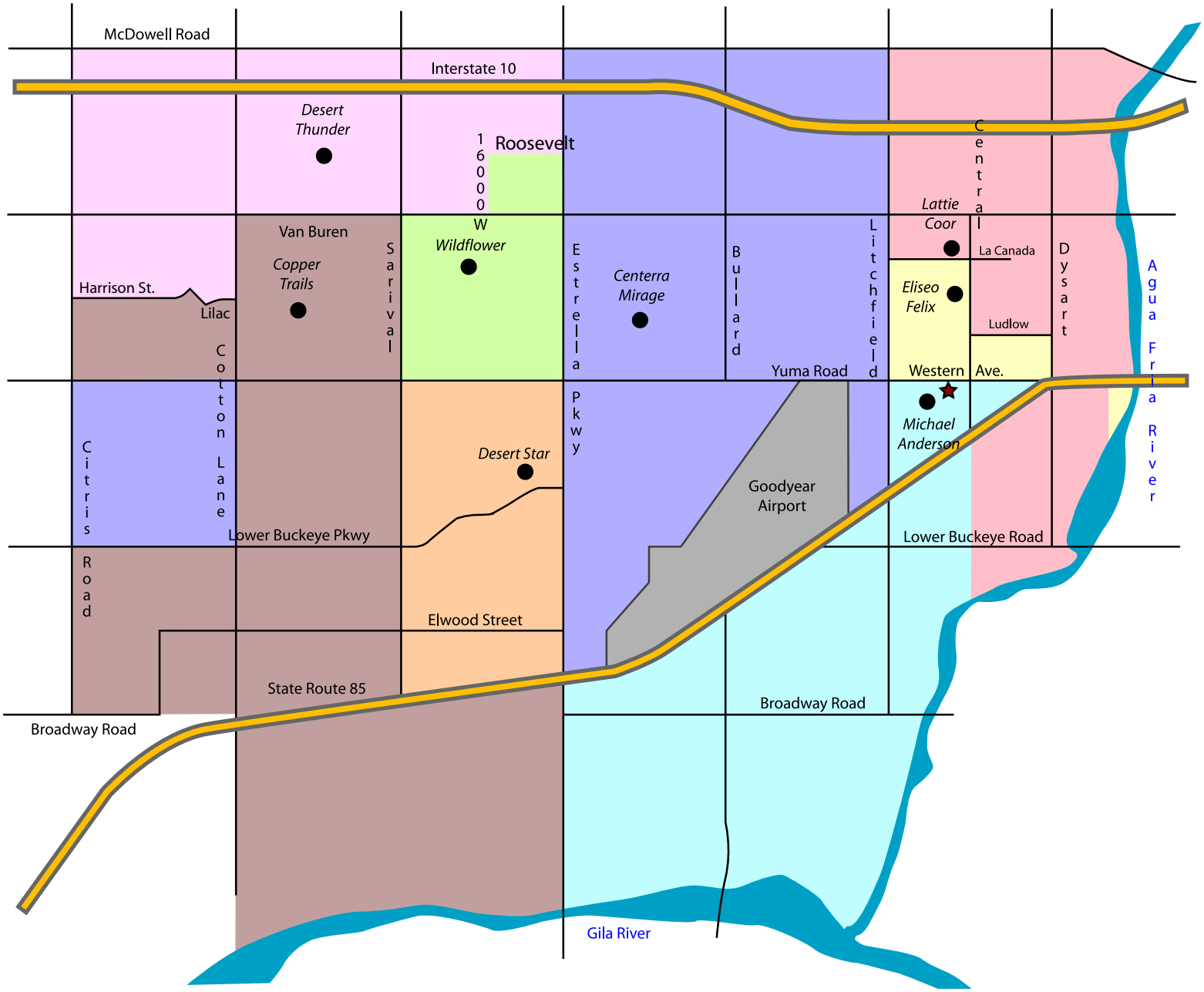
RECOMMENDATION:

This item is for information and discussion only.

ATTACHMENTS:

Click to download

☐ Avondale Elementary School District Boundary Map



Avondale Elementary School District #44
2012-2013

Centerra Mirage K-8
15151 W. Centerra Drive
Goodyear, AZ 85338
623-772-4800

Desert Star K-8
2131 S.157th Avenue
Goodyear, AZ 85338
623-772-4600

Desert Thunder K-8
16750 W. Garfield
Goodyear, AZ 85338
623-772-4700

Eliseo Felix K-8
540 La Pasada
Goodyear, AZ 85338
623-772-4300

Lattie Coor K-8
1406 N. Central Avenue
Avondale, AZ 85323
623-772-4400

Michael Anderson K-8
45 S. Third Avenue
Avondale, AZ 85323
623-772-5100

Wildflower K-8
325 S. Wildflower Drive
Goodyear, AZ 85338
623-772-5200

Copper Trails K-8
16875 W. Canyon Trails Blvd
Goodyear, AZ 85338
623-772-4100

District Office
295 West Western Ave.
Avondale, AZ 85323
623-772-5000

CITY COUNCIL AGENDA

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

REGULAR MEETING
October 1, 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 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

1. Regular Meeting of September 10, 2012
2. Work Session of September 17, 2012
3. Regular Meeting of September 17, 2012

b. SPECIAL EVENT LIQUOR LICENSE – RACEWAY ELKS - OCTOBERFEST CHARITABLE FUNDRAISER

City Council will consider a request from Mr. William Veith on behalf of Raceway Elks #2852 for a special event liquor license for an Octoberfest Charitable Fundraiser event to be held on October 13, 2012 from 4:00 to 10:00 p.m. at the Masonic Temple located at 1015 N 8th Street in Avondale. The Council will take appropriate action.

c. PROFESSIONAL SERVICE AGREEMENT – ORIDIAN CONSTRUCTION SERVICES, LLC – INSPECTION SERVICES

City Council will consider a request to approve a Professional Service Agreement with Oridian Construction Services, LLC to provide inspection services for South Avondale water and sewer line construction in the amount of $124,630 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. PROFESSIONAL SERVICE AGREEMENT – ORIDIAN CONSTRUCTION SERVICES, LLC – PHOENIX INTERNATIONAL RACEWAY LIFT STATION CONSTRUCTION MANAGEMENT

City Council will consider a request to approve a Professional Service Agreement with Oridian Construction Services, LLC to provide Construction Management for Phoenix International Raceway Lift Station in the amount of $165,750 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. REIMBURSEMENT AGREEMENT – COLDWATER INDUSTRIAL ASSOCIATES, LLC

City Council will consider a request to approve a Reimbursement Agreement with Coldwater Industrial Associates, LLC for the purpose of expediting city well improvements related to the

development of the Coldwater Industrial Center, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **FIRST AMENDMENT - BROOKS BROS. UTILITY CONTRACTORS, LLC FOR STREETLIGHT POLE INSTALLATION SERVICES**
City Council will consider a request to approve the First Amendment to the contract with Brooks Bros. Utility Contractors, LLC to perform streetlight pole installation services in an amount not to exceed $65,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **FOURTH AMENDMENT TO SOFTWARE SUPPORT SERVICES AGREEMENT - INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.**
City Council will consider a request to approve the fourth amendment to the software support services agreement with Infor Global Solutions (Michigan), Inc. for Enterprise Asset Management annual technical support services not to exceed $44,625.46 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **RESOLUTION 3075-1012 - INTERGORVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER**
City Council will consider a resolution authorizing an Intergovernmental Agreement with Tolleson Union High School District #214 to share the cost of providing School Resource Officers at Westview High School and La Joya High School and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **RESOLUTION 3076-1012– INTERGOVERNMENTAL AGREEMENT WITH PENDERGAST ELEMENTARY SCHOOL DISTRICT OF MARICOPA COUNTY**
City Council will consider a resolution authorizing an Intergovernmental Agreement with the Pendergast Elementary School District of Maricopa County relating to the installation of compound water meters and backflow prevention devices and operation and maintenance of on-site water utility infrastructure, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 **PUBLIC HEARING - CONDITIONAL USE PERMIT FOR A NEW PERSONAL WIRELESS SERVICE FACILITY FOR VERIZON WIRELESS PHOENIX COLDWATER SPRINGS (PL-12-0137)**

City Council will hold a public hearing and consider a request by Mr. Michael J. Campbell for approval of a Conditional Use Permit for a new Personal Wireless Service Facility, which includes a 65' high monopole, on a 21' by 45' leased area within the approximately 5.88 acre City water booster station at Coldwater Springs. This item was continued from the September 17th Council meeting. The Council will take appropriate action.

5 **PUBLIC HEARING - RESOLUTION 3077-1012 - AMENDMENT TO 2010-2011 ANNUAL ACTION PLAN**

City Council will hold a public hearing and consider a Resolution amending the 2010-2011 Annual Action Plan to allow the addition of redevelopment as an activity to the Neighborhood Stabilization 3 Program (NSP3) and to modify the provisions relating to ensured affordability and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 **EXECUTIVE SESSION**

a. City Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding negotiations for a potential Development Agreement.

7 ADJOURNMENT

Respectfully submitted,

Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
October 1, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

1. Regular Meeting of September 10, 2012
2. Work Session of September 17, 2012
3. Regular Meeting of September 17, 2012

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Special Event Liquor License – Raceway Elks - Octoberfest Charitable Fundraiser

MEETING DATE:
October 1, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending approval of a request for a special event liquor license from William Veith on behalf of Raceway Elks #2852 for an Octoberfest Charitable Fundraiser event to be held on October 13, 2012 from 4:00 to 10:00 p.m. at the Masonic Temple located at 1015 N 8th Street in Avondale.

DISCUSSION:

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

This event will be held on Saturday, October 13, 2012 from 4:00 p.m. to 10:00 p.m., at the Masonic Temple.

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

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

1. The event will be restricted to members only
2. Criminal history of the applicant - A background check of the representative, Mr. William Veith, revealed no contact with the Avondale Police Department
3. The event is a charitable fundraiser
4. Security measures taken by the applicant - The Police Department have reviewed the security plan and have determined it to be sufficient
5. All spirituous liquors will be served
6. Beverages will be dispensed in disposable cups and cans
7. The most recent event held in April of 2012 revealed no neighborhood disturbances
8. Event activities will be confined to the Masonic Temple so there is no potential for problems in the neighborhood in terms of noise, hours and time of the event
9. The event will last six hours
10. Sanitary facilities are available at the temple
11. Zoning is C-2 Community Commercial and Development Services staff has indicated that the proposed use will not result in incompatible land uses
12. Anticipated total daily attendance is 80
13. Music will be provided by a disc jockey that will use his own sound amplification system

14. Per the Police Department, traffic control measures will not be necessary

RECOMMENDATION:

Staff is recommending approval of a request for a special event liquor license from William Veith on behalf of Raceway Elks #2852 for an Octoberfest Charitable Fundraiser event to be held on October 13, 2012 from 4:00 to 10:00 p.m. at the Masonic Temple located at 1015 N 8th Street in Avondale.

ATTACHMENTS:

Click to download

- Application
- Department Review

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: RACEWAY ELKS #2852
2. Non-Profit/I.R.S. Tax Exempt Number: 80-0132924 1
3. The organization is a: (check one box only)

   ☐ Charitable ☒ Fraternal (must have regular membership and in existence for over 5 years)

   ☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both
   ALL CONSUMPTION WILL BE WITHIN THE FENCING AT 1015 N 8th St. AVONDALE, AZ
   OCTOBER FEST CHARITABLE FUND RAISER
5. Location of the event: 1015 N. 8th St AVONDALE AZ MARICOPA 85323
   Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. **Applicant:** VEITH WILLIAM B
   Last First Middle Date of Birth
7. Applicant's Mailing Address:
   Street City State Zip
8. Phone Numbers: ( ) (623)547-2852
   Site Owner # Applicant's Business # Applicant's Home #
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	10-13-12	SATURDAY	4:00 pm	10:00 pm
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 4 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name RACEWAY ELKS #2852 — 100% (Percentage)

Address 1015 N. 8th St AVONDALE, AZ 85323

Name _____ — _____ (Percentage)

Address _____

(Attach additional sheet if necessary)

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

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

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

____ # Police ☒ Fencing
____ # Security personnel ☐ Barriers

THE OFFICERS OF THE ELKS WILL CHECK MEMBERSHIP CARDS AT THE GATE/DOOR SINCE ONLY MEMBERS WILL ATTEND

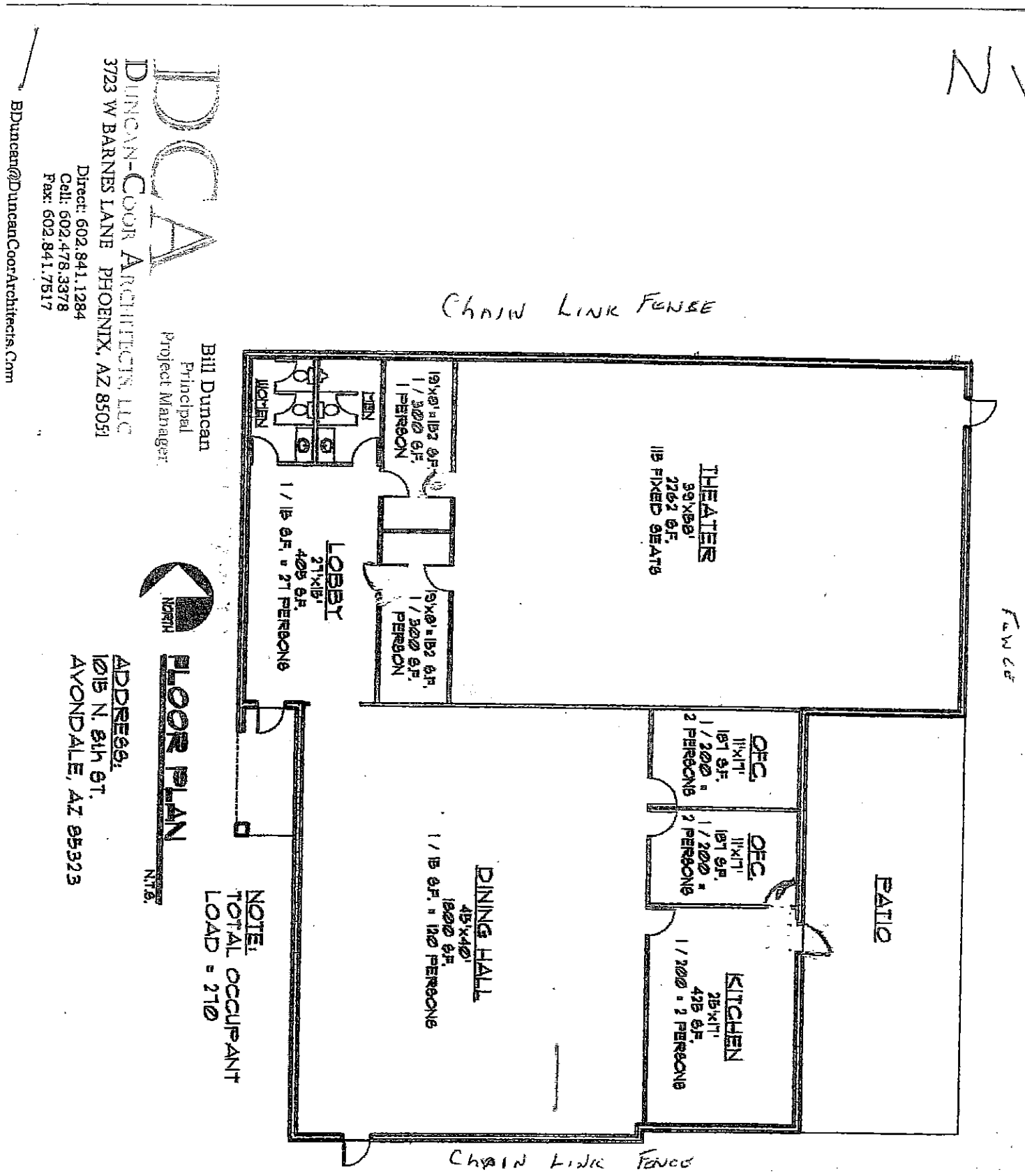
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

_____ ( ) _____
Name of Business — Phone Number

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

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

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



DCA
DUNCAN-COOR ARCHITECTS, LLC
3723 W BARNES LANE PHOENIX, AZ 85051
Direct: 602.841.1284
Cell: 602.478.3378
Fax: 602.841.7517
BDuncan@DuncanCoorArchitects.Com
Bill Duncan
Principal
Project Manager

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

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

X _____ Chairperson 9-8-11 _____
(Signature) (Title/Position) (Date) (Phone #)

OFFICIAL SEAL
ANTONIO ORELLANA
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 30, 2011

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
08 - 09 - 2011
Day Month Year

My Commission expires on: 10/30/2011
(Date)

_____
(Signature of NOTARY PUBLIC)

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

19. I, WILLIAM B. VEITH, declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.
(Print full name)

X _____
(Signature)

OFFICIAL SEAL
ANTONIO ORELLANA
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 30, 2011

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
08 - 09 - 2011
Day Month Year

My commission expires on: 10/30/2011
(Date)

_____
(Signature of NOTARY PUBLIC)

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

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ _____ hereby recommend this special event application
(Government Official) (Title)

on behalf of _____ _____ _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ _____
(Employee) (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____
(Title) (Date)

City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ SPECIAL EVENT
- ☐ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

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

APPLICANT'S NAME: WILLIAM B. VEITH

BUSINESS NAME: RACEWAY ELKS #2852

ADDRESS 1015 N. 8TH STREET

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

Asst. Chief
TITLE

9/11/12
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 1, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 13, 2012

City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ SPECIAL EVENT
- ☐ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

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

APPLICANT'S NAME: WILLIAM B. VEITH

BUSINESS NAME: RACEWAY ELKS #2852

ADDRESS 1015 N. 8TH STREET

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jerre Y. Forry
SIGNATURE

9/12/12
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 1, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 13, 2012

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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- ☒ SPECIAL EVENT
- ☐ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

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

APPLICANT'S NAME: WILLIAM B. VEITH

BUSINESS NAME: RACEWAY ELKS #2852

ADDRESS 1015 N. 8TH STREET

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

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

Rachel Wintersteen — SIGNATURE

9/10/12 — DATE

Building Official — TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 1, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 13, 2012

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- o OFF TRACK BETTING
- x SPECIAL EVENT
- o EXTENSION OF PREMISES
- o ACQUISITION OF CONTROL

ROUTING:

- o DEVELOPMENT SERVICES
- o FIRE DEPARTMENT
- x FINANCE DEPARTMENT
- o POLICE DEPARTMENT

APPLICANT'S NAME: WILLIAM B. VEITH

BUSINESS NAME: RACEWAY ELKS #2852

ADDRESS 1015 N. 8TH STREET

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

x APPROVED
o DENIED

Loren Ruiz
SIGNATURE

9/4/12
DATE

Revenue Collector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 1, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 13, 2012

CITY COUNCIL REPORT

SUBJECT:
Professional Service Agreement – Oridian Construction Services, LLC – Inspection Services

MEETING DATE:
October 1, 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 Professional Service Agreement with Oridian Construction Services, LLC. to provide inspection services for South Avondale water and sewer line construction in the amount of $124,630 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

On September 10, 2012, City Council accepted an IFB for construction of water and sewer lines in South Avondale that will serve both PIR and the Rigby water service areas. See attached Vicinity Map. Staff has found that additional help will be required to complete the inspection of this construction. Oridian Construction Services, LLC. will be doing the inspection duties as required to ensure that the construction is completed to City Standards. Staff will be responsible for the Construction Management.

BUDGETARY IMPACT:

Funding is available in line items 514-1139-00-8520 and 514-1140-00-8520.

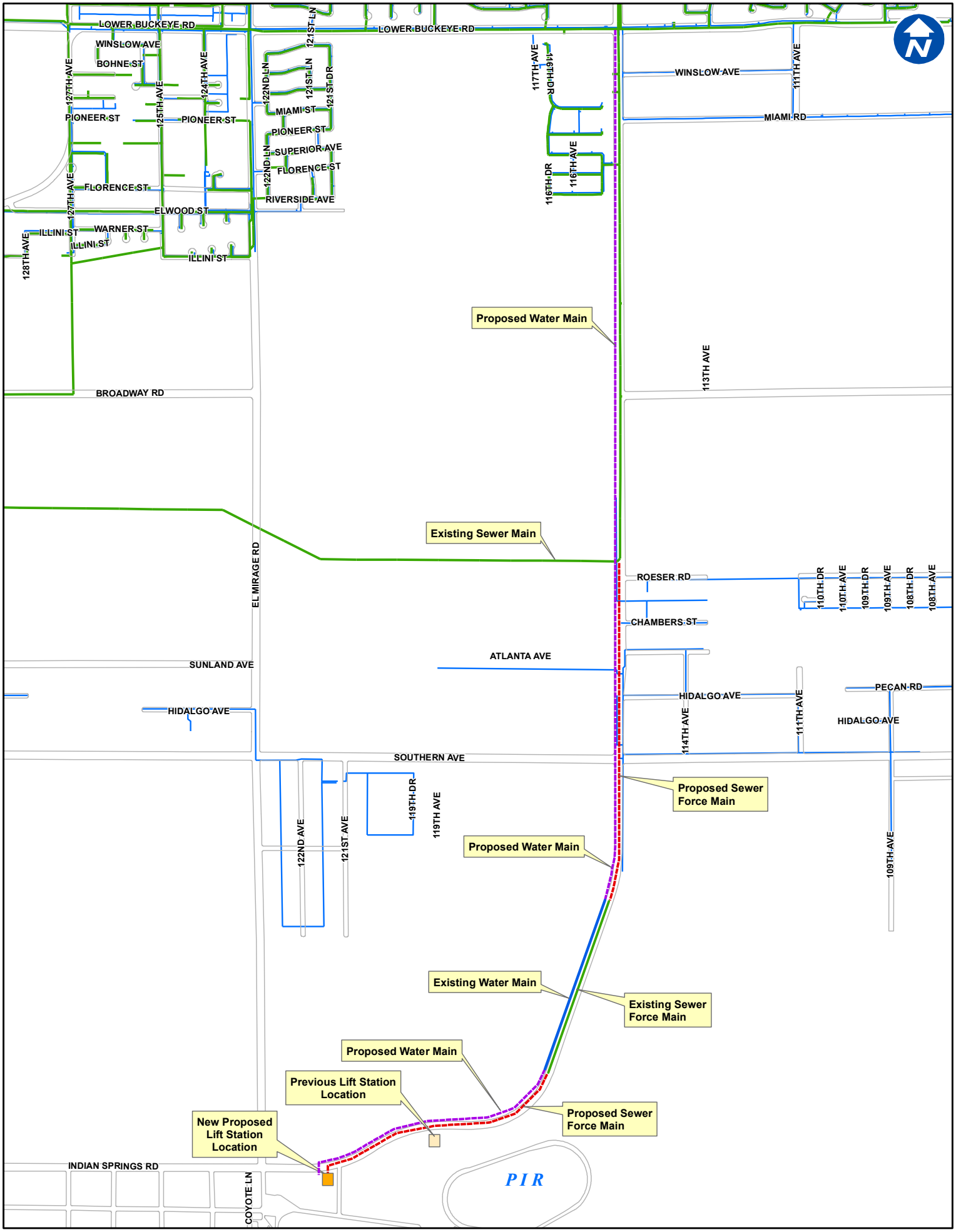
RECOMMENDATION:

Staff recommends that the City Council approve a Professional Service Agreement with Oridian Construction Services, LLC. to provide inspection services for South Avondale water and sewer line construction in the amount of $124,630 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- PSA - Oridian Construction Services



PREPARED BY: GIS DIVISION of PUBLIC WORKS (10-2011)

Proposed Water & Sewer Exhibit

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ORIDIAN CONSTRUCTION SERVICES, LLC

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of October 1, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Oridian Construction Services, LLC, a Delaware limited liability company (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, No. EN 12-054 "FY 2012/2013 Professional Consultants Selection List" (the "RFQ"), a copy of which is on file in the City's Finance Office, 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 A and incorporated herein by reference, and the City desires to enter into an Agreement for the Consultant to provide inspection services for Phoenix International Raceway water and sewer lines (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 July 31, 2013, 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 Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Consultant an amount not to exceed $124,630.00 for the Services at the rates as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

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

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

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

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

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

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

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

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

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

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

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

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

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

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set

forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

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

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

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

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

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

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

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents,

representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

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

11.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Consultants, 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. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. 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 Consultant. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent Consultant, 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 or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to Consultant: Oridian Construction Services, LLC
7500 North Dreamy Draw Drive, Suite 200
Phoenix, Arizona 85020-4660
Attn: KC Brandon

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 or (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. 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 Scope of Work, the Fee 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"

ORIDIAN CONSTRUCTION SERVICES, LLC, a
Delaware limited liability company

By: _____

Name: K.C. BRANDON

Title: PRESIDENT

(ACKNOWLEDGMENT)

STATE OF Arizona Maricopa)
) ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me on September 14, 2012, by KC Brandon as President of ORIDIAN CONSTRUCTION SERVICES, LLC, a Delaware limited liability company, on behalf of the company.

OFFICIAL SEAL
TERRY L. ROUNDS
NOTARY PUBLIC
MARICOPA COUNTY, ARIZONA
My Commission Expires
December 19, 2014

(affix notary seal here)

Terry L. Rounds
Notary Public in and for the State of Az

1805860.1

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ORIDIAN CONSTRUCTION SERVICES, LLC

[Consultant's SOQ]

See following pages.

City of Avondale

Statement of Qualifications for

FY 2012/2013 Professional Consultants Selection List

Solicitation Number: EN 12-054

ORIDIAN CONSTRUCTION SERVICES

May 17, 2012

ORIDIAN®
CONSTRUCTION SERVICES, LLC
A DIBBLE & ASSOCIATES COMPANY
ROC 183065 CLASS A
ROC 206114 CLASS B

7500 North DreamyDraw Drive, Suite 200
Phoenix, Arizona 85020-4660
Tel. 602-957-3936
Fax 602-957-1488
wwworidian-services.com

CONSTRUCTION MANAGEMENT PROJECT MANAGEMENT CONSTRUCTION STAKING

May 17, 2012

Ms. Sue McDermott, City Engineer
City of Avondale Engineering Department
11465 West Civic Center Drive, Suite 120
Avondale, AZ 85323

RE: Statement of Qualifications for
FY 2012/2013 Professional Consultants Selection List
Solicitation Number: EN 12-054

The City of Avondale is seeking a well-qualified and experienced consulting firm to provide leadership and a strong presence in Construction Management and Inspection Services for upcoming capital improvement projects. Oridian Construction Services has the applicable qualifications and experience to meet these criteria. We specialize in Construction Management and Inspection for public agencies, including the City of Avondale, and we have provided these services since 2001.

The City of Avondale is a highly-valued client to Oridian. Our team will work to provide the level of service you have come to expect from us. Through our previous work with you we have become familiar with your requirements, preferences, policies, and standards.

In the enclosed Statement of Qualifications, we present our qualifications, relevant work history, and the personnel who will be assigned to this contract.

Oridian Construction Services carries all of the required insurance. We supply our field staff with the support and tools they need and we provide you additional support from our senior staff to confirm that the services we provide are of the highest quality.

We look forward to continuing our long-term working relationship with the City of Avondale.

We acknowledge receipt of addendum 1 to the Request for Statements of Qualifications.

Thank you for considering Oridian Construction Services.

Sincerely,
Oridian Construction Services, LLC

KC Brandon
Senior Project Manager
kcbrandon@oridian-services.com

Section 1. General Information

B. Discipline Specialty Checklist

Our completed checklist is on the next page.

C. Legal Organization:

Oridian Construction Services, LLC is a limited liability corporation and was incorporated in Delaware in 2001. Oridian is registered with the Arizona Board of Technical Registration, No. 14533, to conduct construction management and inspection services within Arizona.

Address:

Oridian Construction Services, LLC
7500 North Dreamy Draw Drive
Suite 200
Phoenix, AZ 85020

Contact Concerning this SOQ:

KC Brandon
7500 North Dreamy Draw Drive
Suite 200
Phoenix, AZ 85020
Phone No. – 602-957-3936

D. Office Locations:

The primary office location for Oridian Construction Services is listed above. In addition, we have an office located in Goodyear which is available to conduct meetings or other tasks related to this on-call contract:

Oridian Construction Services, LLC
1626 North Litchfield Road
Suite 150
Goodyear, AZ 85395

E. General Description:

Oridian Construction Services is part of the Dibble and Associates family of companies and has provided construction management and inspection services of civil construction projects in the greater Phoenix area and throughout Arizona for the past 12 years. Oridian is fully insured with general li-ability and professional liability at the limits required by each agency. We also carry Worker's Compensation and automobile coverage as required by state law.

Our managers and inspectors are equipped with vehicles, cell phones and personal safety equipment. The company has a written safety program that includes zero tolerance for substance abuse. Oridian is known for our integrity and competence. We have built a reputation for providing quality construction management and inspection. We have an excellent record of high-quality projects completed on time and within budget. Our service capabilities include:

Contract Administration

Oridian prepares and enforces contract specifications to confirm that you receive the expected level of quality and value from contractors and consultants.

Construction Management

We oversee all aspects of construction so that the workmanship and materials meet the specifications and requirements.

Schedule and Budget Control

We utilize our leadership and expertise to keep projects on time and within budget.

Constructibility Analysis

Oridian evaluates design plans and other contract documents for clarity, consistency, and ease of use in the field. This service often also includes value engineering and independent cost estimating.

Construction Inspection

We have a staff of experienced and certified inspectors for every kind of construction project.

Quality Control Program Management

Oridian can prepare and administer the entire quality control program for major projects. We do

IV. DISCIPLINE SPECIALTY CHECK LIST
FY 2012/2013 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm: Oridian Construction Services, LLC

Address: 7500 N Dreamy Draw Drive, Suite 200

City: Phoenix State: AZ Zip Code: 85020

Contact Name: KC Brandon

Title: Senior Project Manager

Telephone: 602-957-3936 Facsimile: 602-957-1488

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

	Architect		Landscape Architect
	CADD Services		Plan Review Services
X	Construction Management		Property Appraisal Services
	Economic & Fiscal Impact Analysis		Professional Photography
	Electrical Design and SCADA		Streetlight Design
	Foundation & Structural		Subsurface Utility Investigation
	Geotechnical & Environmental		Surveying
	GIS Programs		Traffic Engineering
	Hydrogeological Engineering		Transportation Engineering
	Hydrology/Hydraulic Projects		Wastewater Systems
	Improvement District Administration		Water Distribution and Treatment System

this either directly for the agency/client or as a sub-consultant to general contractors.

F. Terminated Contracts

Oridian Construction Services, LLC has never been terminated from a contract.

G. Claims:

Oridian Construction Services, LLC has not been involved in any litigation or arbitration in the past five years.

H. Vendor Information Form

Our completed form is included in the Appendix.

Section 2: Experience & Qualifications

A. Company Experience:

We have been an on-call inspection resource for the City of Phoenix (Planning and Development Department) and we are still under contract until 2014. We have held multiple on-call contracts with the Maricopa County Department of Transportation and the cities of Glendale and Goodyear, and we are currently involved with projects for the City of Avondale under an on-call contract. In all cases, our personnel are committed to the priorities of each municipality's contracting department to perform as a member of their team.

Project Experience

Oridian has provided inspectors on an on-call basis since 2001. Those contracts are described below.

Professional Consultants Selection List for the City of Avondale, FY 2010/2012

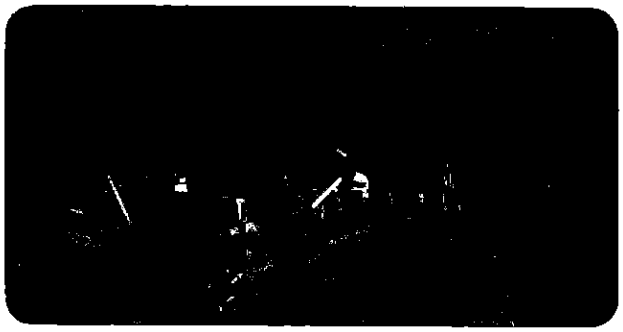
Oridian is providing civil engineering field inspections of Capital Improvement Projects for the City of Avondale under this on-call services contract. We have provided inspections to support the City's staff on waterline, sewer, street improvements, and bridge construction projects.
Reference: Jim Badowich, 623-333-4222

Civil Engineering On Call Field Inspections for the Phoenix Development Services Department, 2000 – 2011

Oridian provided up to four inspectors at a time to perform off-site permit inspections for the City of Phoenix. Our inspectors worked very closely with the City's Area Supervisors, attending staff meetings and reporting to the applicable area offices. Each inspector handled as many permits as the Area Supervisors required, and functioned as an extension of City staff. Oridian supported the City inspectors with a substitute whenever necessary and with backup vehicles and tools in order to avoid any break in service.
Reference: Jim Taschner, 602-495-0464

Civil Engineering Field Inspection for Glendale Engineering Department, 2003 – 2004

Oridian performed construction inspections of permitted off-site work for the City of Glendale on developments related to the Coyotes Arena. When requested, we also furnished a materials technician for sampling and testing construction at the job site. The work included underground utilities, grading and paving, sidewalks, driveways, drainage structures, and landscaping.
Reference: Mark Gibson, 623-930-3626



Inspection Services for the City of Goodyear, 2006

Oridian provided inspections of permitted work performed by private developers within public rights of way. Our staff worked independently, but in close coordination with regular City staff to verify that the work was done in accordance with the permits, plans, and all other City requirements.
Reference: Gary Jipner, 623-693-0225

Civil Engineering Field Inspections for Maricopa County Department of Transportation, 2002 – 2003

Oridian performed construction inspections for much of the development work done in Anthem, the Rio Verde area, and much of the southeast Valley during this period of time. Our inspectors worked as an extension of the MCDOT field staff, inspecting utility trenches, grading and paving, miscellaneous concrete, decorative paving, drainage structures, street lighting, and landscape.
Reference: Paul Cook, 602-506-8606

Other Relevant Projects:

Sanitary Sewer Lift Station #56 for the City of Phoenix

Oridian provided the lead inspector, Roy Stryker, for this project in the Ahwatukee area. The work completely renovated an existing lift station with new pump equipment, complete new electrical gear and emergency generator, security system, an odor control system, re-coating the wet well and manholes, and site upgrades.
Reference: John Masche, 602-534-6997

Well 24 for the City of Avondale

Oridian provided construction management and inspection for the development of this existing drilled well that included tie-ins to the existing underground raw water line and installation of the well pump and motor, all above ground piping, the electrical gear, communication equipment, and security system. Other site work included grading, paving, domestic water lines, a nitrate analyzer, well water sand separator and drain manhole, piping for a future chlorination system, and all associated water line flushing and testing.
Reference: Mike Smith, PE, 623-333-4450

Well 20 for the City of Avondale

This project, on the north border of the City, started with nothing more than a pre-drilled well casing. Development of the site began with construction of the sites masonry walls, followed by all underground piping, conduit runs, electrical gear and emergency generator, and installation of APS power. Well development included installation of the pump bowls, tube, shaft and column pipe, and electric motor. Well appurtenances included a sand separator and drain manhole, all above ground piping, meter, and valves. The site was equipped with lighting and a security system, paved entry and parking, landscape and decomposed granite, and motorized gate. Roy Stryker provided construction management and inspection duties that included observation and inspection of the construction and observation of all water line flushing and testing.
Reference: Mike Smith, PE, 623-333-4450

Broadway Road Sanitary Sewer, 59th Avenue to 75th Avenue

This project was financed and managed by a private developer. Oridian provided inspections and some construction oversight under contract to the City of Phoenix Water Services Department. The work, completed in early 2009, consisted of two miles of large diameter sewer line. Oridian helped lead the project through difficult issues between the developer and the contractor, looking out for the City's interests at all times.
Reference: Roger Olsen, 602-534-2290

Paradise Valley Waterline for the City of Phoenix, 2004-2005

Oridian provided construction management and inspection services for 2.5 miles of new 20-inch and 30-inch water main and service connections in residential streets. Phoenix is the owner of the water line but the work was done in the Town of Paradise Valley. Oridian worked to serve the inter-

ests of both the City and the Town during construction.
Reference: Roger Olsen, 602-534-2290

Camelback Road Pedestrian Underpass for the City of Phoenix, 2009

This CM at Risk project consisted of the construction of a pedestrian crossing beneath Camelback Road between 24th Street and 26th Street. The project scope included relocation of a bus stop facility on 24th Street north of Camelback to a new location further north. Intersection and traffic signal improvements were included at 20th and 24th Streets. This highly visible project involved a significant amount of public art and landscaping elements. During the design phase, Oridian provided constructibility reviews and independent cost estimates, as well as other pre-construction phase services. During the construction phase, Oridian provided construction management services in cooperation with City of Phoenix staff.
Reference: Tony Humphrey, 602-495-6841

Sky Harbor Airport East Economy Parking Structures 1 & 2 for the City of Phoenix, 2004 & 2005

Oridian provided full time construction administration and inspection services for the construction of two, 8-level parking structures located at the east end of the East Economy Parking Lot at Sky Harbor. The projects were fast tracked to avoid peak travel seasons; partnering and critical path schedule scheduling were critical. Development of the garages included expansion and improvements to the toll plaza, reconstruction and configuration of the adjacent existing surface parking and bus routes, re-location of a 90-inch regional sewer line, and installation of an automated space count system. Combined cost exceeded $65 million. *The Phase I garage was selected for the APWA award for Project of the Year for Structures over $10 Million.*
Reference: Allan Smolko, 602-273-4096

Phoenix-Mesa Gateway Airport Terminal Remodel, 2000

This project involved extensive interior and exterior renovations of a one-story office building, converting it into a commercial airport passenger terminal. We provided full construction administration and inspection services for all elements of the work, including site utilities, passenger pick-up and drop-off lanes, parking, building and site demo, and all associated testing. The building improvements included ticketing counters, passenger seating in the gate areas, preparation for security screening equipment, baggage belts and carousel, rest rooms and facilities for food service, rental car agencies, and a gift shop.
References: Roger Clark, 480-988-7600

Van Buren Street Improvements for the City of Goodyear, 2006

This CM at Risk project provided the full widening and improvements for 2 miles on Van Buren Street from a 2-lane configuration to a new 5-lane roadway with curb and gutter, storm drain, water, sewer, and irrigation system improvements. The improvements also included a cast-in-place concrete bridge over Bullard Wash and traffic signalization for the intersection of Van Buren Street and Bullard Avenue. *This project received an AGC Building Arizona Award for projects over $10 million construction cost.*
Reference: David Ramirez, 623-882-7954

Parking Lot Construction and Off-Site Improvements for Maricopa County Community College District, 2005 - 2012

Oridian has provided construction management and Inspection on five campuses for new parking lots and of-site roadway improvements at the college entrances. Typically the projects included demolition for tie-in to existing lots or interior roadways, earthwork, underground utilities, drainage systems, lot lighting and security cameras, curbing, paving, irrigation systems and landscape. Two sites required improvements to the adjacent arterial streets, including traffic signals.
Reference: Arlen Solochek, 480-731- 8232

Sanitary Sewer Relief and Replacement Program for the City of Phoenix, 2006 – 2007

During this two year program, Oridian provided construction management and Inspection at eight locations where existing sewer lines were operating above capacity. To relieve this situation, the

lines were either replaced with larger diameter pipe, slope re-alignment, or horizontal re-alignment. In all cased new manholes were required and in most cases bypass piping was required.
Reference: John Masche, 602-534-6997

B. References

References are provided for each project listed above.

Section 3: Project Approach

A. Philosophy & Approach

The role of Oridian Construction Services during this on-call contract shall be to provide Construction Management and Inspection Services on an as-needed basis for upcoming capital improvement projects within the City of Avondale. Oridian's scope of services shall include all or a part of the following, depending on the City's needs for any given project:

- Oridian shall provide City representation at project meetings and conferences with contractors, City staff, design engineers, public utility companies, and other project stakeholders. We will lead the meetings as requested and provide documentation and any necessary follow-up after the meetings.

- Oridian shall provide inspection services for designated projects to verify that City permitted infrastructure improvements are constructed in accordance with plans and specifications. In addition to physical inspection of the work, Oridian shall confirm that appropriate frequencies and records are maintained by the Engineer of Record, testing laboratories, surveyors, and other required entities. All appropriate test results and other documentation shall be maintained on file for the review by City staff.

- Oridian shall provide construction administration services when requested, including reviewing contractor payment applications; and maintaining project schedules, progress reports, photos, test results and other relevant project documentation. Oridian shall review draft pay applications with the contractor to confirm actual completed work prior to submittal to the City. Contractor schedules shall be closely monitored and reviewed for timely project completion. Close communication with the contractor, City and other stakeholders regarding schedule-related issues will occur on a regular basis in order to anticipate and minimize potential issues that may impact schedule conformance.

- Oridian shall provide other construction management and inspection services as may be directed by the City of Avondale.

Potential Problems Prior to & During Construction

Potential problems prior to and during construction fall into several categories, all of which are manageable if addressed in a proactive manner using clear communication with the City and other project stakeholders:

- Contractors will, at times, attempt to begin work without the appropriate permits. This needs to be addressed at the pre-construction meeting.

- Existing conditions, including previously installed utilities, public traffic, or the potential for disrupting existing residential or commercial neighborhoods can impact the way the work on a project is performed.

- Addressing environmental concerns, such as dust generation, "track-out", or construction water runoff must be addressed in the contractor's overall project approach.

- The co-existence of contractors, either working on the same project or on adjacent projects must be managed in order to maintain a smooth flow of work.

Methods to Mitigate Problems

Oridian's approach to providing Construction Management and Inspection Services is essentially to act as an extension of the City of Avondale's staff. We will meet with members of staff to gain

an understanding regarding the schedule, budget, expectations, priorities, goals and concerns for each project. Our priorities are to protect the City's interests as they relate to the schedules, budgets and quality control of infrastructure improvement projects.

City Standards

All of Oridian's personnel carry both the *Maricopa Association of Governments (MAG) Uniform Standard Specifications* and all applicable supplements or standards issued by the contracting agency. They are particularly attuned to the sections that define differences in subdivision requirements versus collector and arterial street requirements. Our inspectors automatically cross reference any MAG call-out with the City supplements to check for revisions, if any exist, and they are familiar with the similarity in the detail numbering system. Oridian will also provide all personnel with a 3-ring binder containing the contracting agencies Engineering Construction Inspection Checklist, or if they do not have a checklist, the inspector will refer to the Oridian Inspection Checklist. The binder will also include Agency contacts, testing data requirements and frequencies, approved testing labs, stormwater management procedures, procedures for grading and drainage, sewer line testing, minimum slopes, manhole coatings including insecticides and manhole vacuum testing, waterline pressure leakage and bacteriological testing, fire department access, ADA requirements, as-built requirements, and all other reference materials relevant to the project.

Oridian's Inspection Supervisor, Roy Stryker, has more than 25 years of experience working with MAG Specifications and Local Agency Supplements. One of his responsibilities is to stay abreast of annual changes and to educate the Oridian staff about them.

Communications

All of Oridian's field personnel carry cell phones and are available at all times throughout the project duration. They will also be equipped with contact information for all relevant personnel from the City, utility companies, contractors, subcontractors, suppliers, and all other project stakeholders. Field inspections and job site meetings are generally scheduled by Oridian at appropriate project milestones, or as requested by the contractor or directed by City personnel. Any issues in the field that may require input from the City Inspector or the Public Works Superintendent will be appropriately communicated immediately. We require our inspectors to be extremely diligent in making field decisions, always keep their supervisors informed, and to record such information on their daily reports.

The Daily Report Form is a primary means by which written communication is provided to the City. If written notice is necessary to the permit holder, our field personnel are trained to use the Inspectors Notice Form or other appropriate document.

Oridian's Inspection Supervisor, Roy Stryker, will communicate with the City's Staff on a regular basis to confirm that Oridian is providing satisfactory service, and to coordinate any additional support and/or staffing needs.

Should the inspector's assignments be permit specific, Oridian's Inspection Supervisor will confirm that the assignments are delegated, understood, and executed properly. He will also monitor the budgeted hours and communicate and coordinate with the City's Superintendent throughout the project.

It is critical that the inspector is on the job every day that work is in progress and that he makes timely inspections so that the contractor is not de-

layed while waiting for an inspection. He must be equipped with every tool he needs to perform the job. In that regard, we have the ability to pro¬vide our inspectors with laptop computers and wireless access if needed.

B. Compliance with City's Insurance Requirements & Contract Documents

Oridian is familiar with the City of Avondale's insurance requirements and is prepared to comply with said requirements upon selection for this contract. Our professional liability insurance company,Union Standard, is lawfully authorized to transact insurance business in the State of Arizona. Upon selection for this contract, we will provide you with a Certificate of Insurance naming the City of Avondale as Certificate Holder.

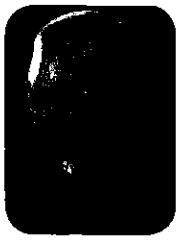
Oridian has previously signed your contract documents and is prepared to do so upon selection for this contract.

Section 4: Key Resource Qualifications & Availability

Oridian's personnel are experienced in all the types of civil construction. The people described below are available for either short term or long term assignments.

A. Personnel Resources

Oridian has five staff members, who are well-versed in the construction management, adminstration, and inspection.

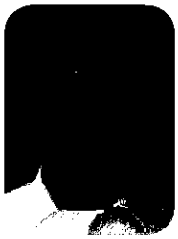


Roy Stryker, CET - Inspection Supervisor

Roy oversees all of Oridian's inspectors and provides support in the form of training, equipment, and backup. Roy is certified NICET level 3 in Highway Construction. He also performs many of our inspections. Projects he has worked on include major arterials, local streets, airport facilities, structures, buildings, drainage, and water and sewer facilities. Roy has performed many on-call civil inspections for our clients.

KC Brandon - Project Manager

KC has more than 25 years of construction management experience in both public and private markets. His pre-construction responsibilities include facilitating coordination between design consultants, value engineering, constructibility reviews, and creating bid documents that provide clarity amongst bidders while producing competitive and complete project pricing. During construction, KC leads efforts to establish schedules that properly sequence construction while meeting completion deadlines.



Elliott Gappinger, PE, RLS - Principal

Elliott has more than 30 years of experience in the design and construction of public works facilities, including geotechnical analysis, pavement design, materials engineering, and construction management. He is a registered civil engineer and land surveyor.

Jerry Poling, CET - Senior Inspector

Jerry is certified NICET level 4 in Highway Construction and is also ACI and ATI certified. He has more than 25 years of experience as an inspector and materials field technician. Jerry is especially well qualified in highway structures and both asphalt and concrete paving, but is also very knowledgeable in water and sewer line construction.

Kelly Renyer, CET - Senior Inspector

Kelly has extensive experience as a construction inspector, and also has experience as a contractor. This combination gives him an especially good understanding of how to deal with contractors in the field. He is NICET certified in both Highway Construction and Underground Utilities.

B. Discipline Matrix

Oridian's completed Discipline Matrix is below.

Experience of Oridian Staff	Roy Stryker	KC Brandon	Elliott Gappinger	Jerry Poling	Kelly Renyer
Construction Administration	♦	♦	♦		
Construction Inspection	♦	♦	♦	♦	♦
Quality Assurance Management	♦		♦		
Cost Estimating		♦	♦		
Shop Drawing Reviews	♦	♦	♦		
Bid Document Preparation		♦	♦		
Post Design Services	♦	♦	♦	♦	♦

C. Resumes

Resumes for key personnel are attached in the appendix.

Why Choose Oridian?

- Oridian has provided on-call construction administration and field inspection services to county and local agencies for the past 12 years.
- We have well qualified and experienced staff who know the work well, and who know how to work within Public Works Departments.
- We provide oversight of our field personnel at no additional cost to the City to confirm that they are properly equipped and trained and that they have additional support when needed.
- We have a written safety program that protects both our staff and the City from careless errors that can lead to accidents.

APPENDIX

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2012/2013 PROFESSIONAL CONSULTANTS SELECTION LIST
EN 12-054

ADDENDUM No. 1

Oridian Construction Services, LLC, affirms that ADDENDUM No. 1 has
(Name of Bidder/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Bidder's Offer.

Signed, May 17 2012
Date

KC Brandon
Print Name

Senior Project Manager
Title

Oridian Construction Services, LLC
Company Name

7500 North Dreamy Draw Drive, Suite 200
Address

Phoenix, AZ 85020
City, State, Zip Code

END OF ADDENDUM No. 1

IV. VENDOR INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Vendor 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.

Oridian Construction Services, LLC
VENDOR SUBMITTING SOQ

86-1013996
FEDERAL TAX ID NUMBER

KC Brandon, Senior Project Manager
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

7500 N Dreamy Draw Drive, Suite 200
ADDRESS

602-957-3936 602-957-1488
TELEPHONE FAX #

Phoenix, AZ 85020
CITY STATE ZIP

May 17, 2012
DATE

WEB SITE: www.oridian-services.com

E-MAIL ADDRESS: kcbrandon@oridian-services.com

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

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

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? No

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

RESUMES

Roy Stryker, CET

ORIDIAN®
CONSTRUCTION SERVICES, LLC

Qualifications

Roy is a project manager for Oridian, and also functions as general supervisor of all construction inspectors for the company. He has over 25 years of experience related to survey, design and construction administration/inspection on multi-disciplined civil engineering projects throughout Arizona. Projects he has worked on include major arterials, local streets, airport facilities, structures, buildings, drainage, and water and sewer facilities. Roy has advanced through the ranks from inspector to project manager, acquiring impressive skills along the way.

Contract Role
Inspection Supervisor

Education
Civil Engineering courses at Glendale Community College/Phoenix College

Registration
NICET Certified - Level 3 (CET) Engineering Technician, Certification No. 079380

Project Experience – Selected Examples

On-Call Field Inspection

< **City of Phoenix Development Services Department for the City of Phoenix**. Roy supervised and trained Oridian inspectors assigned to Development Services to perform off-site permit inspections for more than 7 years. These inspections were primarily performed within sub-divisions, although a few monitored private construction or small commercial development. Our inspectors were responsible for site grading, to include Storm Water Management Plans, all underground utility installations and testing, all roadway grade prep, construction of concrete curb and sidewalk, compliance with A.D.A., asphalt paving, storm water collection and storage systems, landscaping, final inspections, and close-out packages that include test reports, as-builts and engineers letter of certification. Roy provided mentoring and field training for the Oridian inspectors, coverage during times of leave, and provided tools and materials as needed.

< **Off-Site Permit Inspection for the Maricopa County Department of Transportation Engineering Division.** Roy performed as an off-site inspector of permitted work in various locations in Maricopa County, as well as managed a full time Oridian senior inspector performing similar inspections within his specified area of Maricopa County. The inspections included grading and paving; concrete curb, gutter and sidewalk, drainage structures, and box culverts; water, sewer and dry utility trenching, backfill and pavement replacement work; and traffic control implementation compliance. Roy performed these duties under Oridian's inspection contract with MCDOT.

< **Off-Site Permit Inspections for the City of Avondale Engineering Department.** Roy is providing inspection for the City to assist and cover for their only Inspector on all off-site projects which include roadway re-construction and water/sewer line installations.

< **Off-Site Permit and Capitol Improvement Inspections, Community Development Engineering Department, City of Goodyear**. Roy secured a two year on-call contract with the City of Goodyear for contract inspections and managed two full time senior inspectors who operated as members of the City of Goodyear's Engineering Department inspection staff. The Oridian inspectors provided inspection of subdivision construction, commercial construction sites and Capital Improvement projects.

< **Sanitary Sewer Lift Station #56 for the City of Phoenix.** Roy was the lead inspector and Oridian's project manager for this project in the Awatukee area. The project consisted of completely renovating an existing lift station with new pump equipment, complete new electrical gear and emergency generator, security system, an odor control system, re-coating of the wet well and manholes, and site upgrades.

< **Well 20 & Well 24, City of Avondale.** Development of these two sites started with construction of the sites masonry walls, followed by all underground piping, conduit runs, electrical gear and emergency generator, and installation of APS power. Well development included installation of the pump bowls, tube, shaft and column pipe, and electric motor. Well appurtenances included a sand separator and drain manhole, all above ground piping, meter, and valves. The site was equipped with lighting and a security system, paved entry and parking, and landscape.

< **Maricopa County Community College District**. Over the past several years Roy has been involved with numerous projects for the community college district as an inspector, inspection supervisor and construction manager. The projects included public roadway widening and utilities, and on-site parking lots, at campuses in Scottsdale, Avondale, Glendale and Phoenix.

KC Brandon

ORIDIAN®
CONSTRUCTION SERVICES, LLC

Contract Role
Project Manager

Education
B.S., Construction, 1984
Arizona State University

Certifications

O.S.H.A. 30-Hour Certification

Qualifications
KC offers over 25 years of extensive construction management experience in both public and private markets. His pre-construction responsibilities include facilitating coordination between design consultants, value engineering, constructability reviews and creating bid documents that provide clarity amongst bidders while producing competitive and complete project pricing. During construction, KC leads efforts to establish schedules that properly sequence construction while meeting completion deadlines. KC's previous work experience includes Vice President of Operations for Soil-Tech, Inc., Director of Land Development for Sunbelt Holdings, Construction Manager for Discovery Land, Director of Land Development for Sunchase Holdings, Project Manager for DMB, Construction Manager for Newhall Land, Project Manager for Newland Communities and Project Manager for Swengel-Robbins.

Project Experience – Selected Examples

North Economy Parking Lot, Phases 1 and 2 at Phoenix Mesa Gateway Airport. KC was the Construction Manager for Oridian on this 2800 space parking lot. The project included complete surface and underground infrastructure as well as lighting, revenue control and communication elements, and extensive landscaping and hardscape features. His role included managing the contractor schedule, budget and quality control and coordinating with the City of Mesa and Salt River Project, in addition to the Airport itself.

Runway Safety Area Extension at Phoenix Sky Harbor International Airport. KC was the Construction Administrator for Oridian on this project which involved the moving of over 500,000 cubic yards of earth and placement of over 60,000 cubic yards of Cement Stabilized Alluvium to create major improvements of the runway bank protection in the Salt River in order to extend the safety area of the south runway. The work also included extensive drainage improvements involving construction of large storm drain piping and structures as well as electrical and communication distribution work. His role included tracking project documentation, management of project schedule and budget as well as coordination between the contractor, engineering team, airport personnel, quality assurance, quality control and environmental personnel.

Arroyo Norte Unit 4. KC was the Construction Manager for Oridian on this 100-lot residential subdivision located in Maricopa County north of Phoenix. 50,000 square feet of Reno Mattress was constructed adjacent to a major 404 wash as part of the drainage improvements for this project. Complete infrastructure also included sanitary sewer, potable water, dry utilities, concrete, paving, landscape and retaining walls. His role included on-going coordination with the client, design engineer and contractor as well as management of all construction contracts with respect to schedule, budget and quality control. APS, Century Link, COX, Southwest Gas, Arizona American Water (Epcor) Maricopa County Planning and Design Department and MCDOT were all associated with the project. Communication and coordination with these agencies were pivotal in order to deliver this finished project to the client on budget and on schedule.

Elliott Gappinger, P.E.

ORIDIAN®
CONSTRUCTION SERVICES, LLC

Qualifications
Elliott offers over 30 years of extensive experience in the design and construction of public works facilities, including geo-technical analysis, pavement design, materials engineering, and construction management. He is a registered civil engineer and land surveyor. Elliott's previous work experience includes Area Manager for Kiewit Western, General Manager for ATA Construction, Vice-President of Engineering and Risk Management for Tanner Construction, Area Construction Engineer for the Arizona Department of Transportation District 3, and Materials Field Engineer for the Arizona Department of Transportation.

Contract Role
Principal

Education
B.S. Industrial Design, 1971
Arizona State University

Registration
Arizona, Professional Engineer No. 12869
Arizona, Professional Land Surveyor No. 16824

Project Experience – Selected Examples

< **Pecos and Germann Roads Bridges and Improvements for the Town of Gilbert.** This $12 million CM at Risk project included box culverts and bridges over the RWCD irrigation canal and the FCDMC East Maricopa Floodway at both locations, plus roadway widening, water and sewer line construction, and major drainage features. Elliott was the Project Manager during the design phase for the Town. His duties included management of the utility relocation coordination and right of way acquisition activities, constructability reviews, value engineering analysis, cost estimates and negotiation of the GMP. Elliott also led two public information meetings and several design coordination meetings during the project.

< **East Paradise Lane Improvement District No. 9303 for the City of Peoria.** The Improvement District included one mile of street improvements including traffic signalization, landscaping, two bridges over Skunk Creek, 0.75 miles of 12-inch waterline with well design and a 1 MG reservoir, 0.5 miles of sanitary sewer line, 1,500 feet of storm drain and 1,800 feet of channel improvement. Full construction management services were provided and included pre-construction meeting, pay request review, change order requests, construction staking, construction inspection, final walk through, etc.

< **Madison Street Water Main Relocation Project for the City of Phoenix.** Elliott was the construction manager for this project, which involved the relocation of a 42-inch water main in downtown Phoenix from 5th Avenue to 8th Avenue. The project was a cooperative effort between the City and Maricopa County. Elliott's role included leading construction progress meetings, providing general supervision of the inspection and quality assurance testing, and coordinating with the City, the County and the design engineer as well as the contractor.

< **Val Vista Water Transmission Main Relocation for the City of Phoenix.** This project involved relocating 1,300 linear feet of 84-inch diameter prestressed concrete cylinder pipe and tying in both ends to the existing 72-inch water main. Elliott performed the role of lead inspector and project field engineer on a complex project that required coordination with the Cities of Phoenix, Tempe and Mesa, and with the private developer who owned the site to facilitate quick resolution of potential delay issues.

< **North Economy Parking Lot, Phases 1 and 2 for Phoenix Mesa Gateway Airport.** Elliott was the principal and senior project manager for Oridian on this large parking lot project. The work included earthwork, asphalt and concrete paving, bus stop and entry/exit structures, lot lighting and signage, revenue control systems and security cameras.

< **Taxilane Lima Phase 1: Mass Grading and Drainage for Phoenix Mesa Gateway Airport.** Elliott was the resident engineer for this fast-track project. The work included installation of over 4,900 linear feet of storm drain pipe with related manholes and junction structures, excavation of a large retention basin, and construction of the taxilane embankment.

< **South Area Drainage Project for Phoenix Mesa Gateway Airport.** Elliott was the construction manager for the installation of over 7,200 linear feet of storm drain RGRCP ranging in size from 18 to 54 inches in diameter. The work also included nearly 6,000 SY of new PCCP on the airfield aprons and taxiways. Numerous underground unknowns were encountered and successfully dealt with under Elliott's supervision during the course of construction.

Jerry Poling, CET

ORIDIAN®
CONSTRUCTION SERVICES, LLC

Contract Role
Senior Construction Inspector

Certifications
NICET Level 4 Highway Const.
ACI, ATI

Qualifications

Jerry has over 30 years experience as a construction inspector. His background includes 15 years as a senior inspector with the Arizona Department of Transportation. He also has extensive experience with field sampling and testing construction materials. The following is a summary of his background:

Representative Project Experience:

< **Drop 2 Reservoir for the Bureau of Reclamation.** Jerry performed inspection duties on this project, with special responsibility for earthwork and structures on the All American Canal and the new reservoir between Yuma, AZ and El Centro, CA. His role was part of the Quality Control Program Administration for the prime contractor, managed by Oridian.

< **Taxilane Lima Phase 1 Grading and Drainage for the Phoenix Mesa Gateway Airport in Mesa, AZ.** Jerry was the senior inspector, with Oridian, for this project, which included installation of new storm drain and excavation of a large retention basin. His responsibilities included coordinating with airport staff.

< **Alma School Road Reconstruction for the Salt River Maricopa Pima Indian Community.** Jerry was the senior inspector for all the grading and paving on this projects. His responsibilities included inspections, reviewing traffic control plans, and coordinating with Oridian staff, as well as calling for special testing when necessary.

< **Guadalupe Bridge Underpass on I-10 for ADOT.** As an ADOT employee Jerry was the quality control technician for this bridge replacement project. As the chief inspector Jerry collected and delivered to the testing lab all materials samples as needed to monitor the quality control of the bridge construction. He assisted the ADOT project supervisor with review of monthly pay quantities, participated in weekly progress meetings and coordinated with the contractor and the State Highway Patrol for traffic control.

< **Gila River Bridge on I-10 for ADOT.** Jerry was the chief construction inspector on this project, which included removing and replacing deck joints and placing an asphalt overlay on the bridge deck. Jerry was responsible for field sampling and testing, he inspected traffic control set-ups, attended weekly progress meetings, and assembled the final project punch list. Jerry supervised two other inspectors on this project.

< **Loop 101 Freeway: Guadalupe Road to Warner Road for ADOT.** Jerry was an inspector for this large project which consisted of three major bridge structures, massive grading and drainage, and other items of work related to urban freeway construction. Jerry supervised three other inspectors on the project.

< **I-10 and I-8 Asphalt Overlay for ADOT.** Jerry was the lead inspector for the overlay paving. His duties included collecting asphalt samples, running nuclear compaction tests, and monitoring traffic control. Jerry supervised two other inspectors on this project.

< **Tonto National Park Bridge on SR 87 for ADOT.** Jerry was an inspector on this project near Payson, AZ. He ran compaction tests on soils and asphalt materials, and performed inspections on the bridge and roadway construction.

Kelly Renyer, CET

ORIDIAN®
CONSTRUCTION SERVICES, LLC

Contract Role
Senior Construction Inspector

Certifications
NICET Level 2 Highway Const.
NICET Level 4 Underground Utilities

Qualifications

Kelly has over 30 years experience as a construction inspector. His background includes 25 years working for various public agencies in Arizona. The following is a summary of his background:

Representative Project Experience:

< **On-Call Inspections for Oridian Construction Services, 2010.** Kelly performed as senior inspector for Oridian on a new parking lot project at Estrella Mountain Community College and at Sanitary Sewer Lift Station #56 (City of Phoenix). Both were part-time on-call assignments that required a broad base of knowledge and the ability to work effectively without supervision.

< **Inspection Supervisor, City of Peoria, 2003 to 2009.** Perform inspections of capital improvement projects and supervise the performance of other City inspection staff. Work directly with contractors to achieve work in compliance with City standards and project documents.

< **Project Manager / Estimator, Eagle Mountain Construction (Flagstaff), 1997 to 2003.** Estimate large civil engineering projects such as subdivisions, golf courses, large water and sewer projects, and road construction projects. Manage projects from start to finish, handle all pay requests, design changes, change orders, schedules, crew assignments, and materials orders. Act as a liaison with city and county.

< **Engineering Construction Supervisor, City of Flagstaff, 1981 to 1997.** Supervisor of Public Work and Utilities inspectors and material testing laboratory for the City of Flagstaff. In charge of as-built plans and ADEQ certification. Inspected major utilities and street projects. Liaison for the city to developers, contractors and engineers.

< **Construction Inspector, City of Mesa, 1977 to 1981.** Inspector of major construction projects such as water and sewer mains, road construction, and municipal swimming pools.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ORIDIAN CONSTRUCTION SERVICES, LLC

[Scope of Work]

See following pages.

ORIDIAN
CONSTRUCTION SERVICES, LLC

Scope of Work
Inspection Services
South Avondale/PIR Sewer Line and South Avondale/PIR Waterline
City Project No. SW 1295 and WA 1139

Greetings,

We greatly appreciate the opportunity to submit this proposal for Inspection Services for the project referenced above. Please contact us with any questions or comments.

Definitions

Owner:	City of Avondale
Design Engineer:	City of Avondale

Section I – Pre-Construction Activities

Oridian shall perform the following services:

- Review the Contractor's initial project construction schedule and approve or request changes to the schedule, as necessary to meet the requirements of the contract documents.

Section II – Construction Administration Activities

Oridian shall provide the following services:

- Assist in the tracking of Contractor's submittals, shop drawings, and requests for information (RFIs).
- Work with the Construction Manager to evaluate Contractor requests for extra cost work, or construction contract time extensions and make recommendations to the Construction Manager regarding approval or rejection. Review Contractor's red-line "as-built" drawings on a monthly basis.
-

Section III – Construction Inspection Activities

Oridian shall provide the following services:

- Furnish field personnel as needed for purposes of providing construction surveillance of the contractor's work during construction operations. Prepare written reports of activities and observations.
- Measure and document pay quantities on a daily or as-needed basis.
- Coordinate the services of the Quality Assurance (QA) material testing lab and field technicians to provide QA materials sampling and testing.

- Monitor QA field testing and Contractor's Quality Control field testing, review materials test reports, and notify the Contractor of deficiencies in the work as indicated in the tests and reports.
- Enforce the contract documents regarding any special inspections, tests, and reports required to be provided by the Contractor.
- Observe and document unforeseen conditions, changed conditions, and extra work activities performed by the contractor.
- Monitor Contractor's compliance with the SWPPP and NPDES permit requirements for the project.
- Monitor traffic control issues as evident during inspection visits. Report observed deficiencies to the Contractor for correction, with copy to Owner. (Jobsite safety and compliance with all ADOSH and OSHA requirements is the responsibility of the Contractor.)

Section IV – Project Close-Out Activities

Oridian shall provide the following services:

- Schedule and conduct a pre-final walk-through with the Contractor and Engineer and prepare a punch list for the Contractor's use prior to the final project walk-through.
- Review Contractor red-line "as-built" drawings at the end of the project. Forward accepted "as-built" drawings to the Engineer for preparation of the record drawings.
- Conduct a final project walk-through with the Contractor, Engineer, and Owner when appropriate.
- Review Contractor request for final payment, verify final quantities, and make recommendation to the Owner for final payment.

Proposed Staffing

Oridian proposes to utilize David Lee as Senior Inspector. David will be working under the supervision of Roy Stryker. Roy will also participate in the close-out tasks for this project. To the extent possible these individuals will fill these roles for the duration of the project. Oridian will also have Alpha Geotechnical and Materials under subcontract agreement to provide Quality Assurance services.

Proposed Fee

Proposed overall fee for this project is $124,630. A breakdown of our labor costs and sub-consultant allowance is attached. Sub-consultant proposal is also attached for reference.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ORIDIAN CONSTRUCTION SERVICES, LLC

[Fee Proposal]

See following pages.

DATE: 09/04/12 CONTRACT NO.:
FIRM: **Oridian Construction Services** PROJECT NO.:
PROJECT: **City of Avondale**
South Avondale P.I.R. Sewer Line and Waterline
New Contract ____

DERIVATION OF COST PROPOSAL SUMMARY

ESTIMATED DIRECT LABOR

Classification	Estimated Manhours	Rate	Labor Costs
Resident Engineer	24 x	$115.00	2,760
Senior Inspector	1,242 x	$85.00	105,570
Total	**1266**	-	-

Total Estimated Labor $ **108,330**

ESTIMATED ALLOWANCE FOR DIRECT COSTS
(Listed by Item at Estimated Actual Cost - NO MARKUP)

1. Supplies & Misc.	$	N/A
2. Mileage (@ $0.50/ mile)	$	N/A

Sub-Total Allowances for Direct Costs $ 0

SUBCONSULTANT SERVICES

QA Technician	Allowance	$ 16,300

Sub-Total Allowances for Subconsultants $ 16300

TOTAL ESTIMATED COST TO CONSULTANT

Estimated Labor	$	108,330
Direct Costs	$	0
Subconsultant Costs	$	16300
TOTAL ESTIMATED FEE	**$**	**124,630**

FIRM: Oridian Construction Services

PROJECT **City of Avondale**
South Avondale P.I.R. Sewer Line and Waterline

DATE: 9/4/2012

ESTIMATED MANHOURS

PHASE		RESIDENT ENGINEER	SENIOR INSPECTOR				TOTAL HOURS
Pre-Construction							
Pre-Const. Document / Schedule Review			20				20
Pre-Construction Conference		4	4				8
Submittal Review							0
							0
							0
							0
							0
Construction							0
Inspection Services			880				880
Project Meetings			90				90
Project Documentation			160				160
Submittal / RFI Review			40				40
Material Testing							0
							0
							0
							0
							0
							0
							0
Testing / Close Out							0
Pre-Final Inspection / Punch List		8	24				32
Review As-Built Drawings		8	16				24
Final Inspection		4	8				12
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
TOTALS	0	24	1,242	0	0	0	1,266

CITY COUNCIL REPORT

SUBJECT:
Professional Service Agreement – Oridian Construction Services, LLC – Phoenix International Raceway Lift Station Construction Management

MEETING DATE:
October 1, 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 Professional Service Agreement with Oridian Construction Services, LLC. to provide Construction Management for Phoenix International Raceway Lift Station in the amount of $165,750 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

Staff is proceeding with the design and ultimately the construction the PIR Lift Station. See attached Vicinity Map. A Construction Manager is needed to complete this effort. Staff has selected Oridian Construction Services to perform this work.

One of the Construction Manager's required duties will be to assist in reviewing the plans and specifications to ensure that the project construction will go as planned, therefore this PSA is being requested before the lift station construction is bid.

BUDGETARY IMPACT:

Funding is available in line item 513-1295-00-8520.

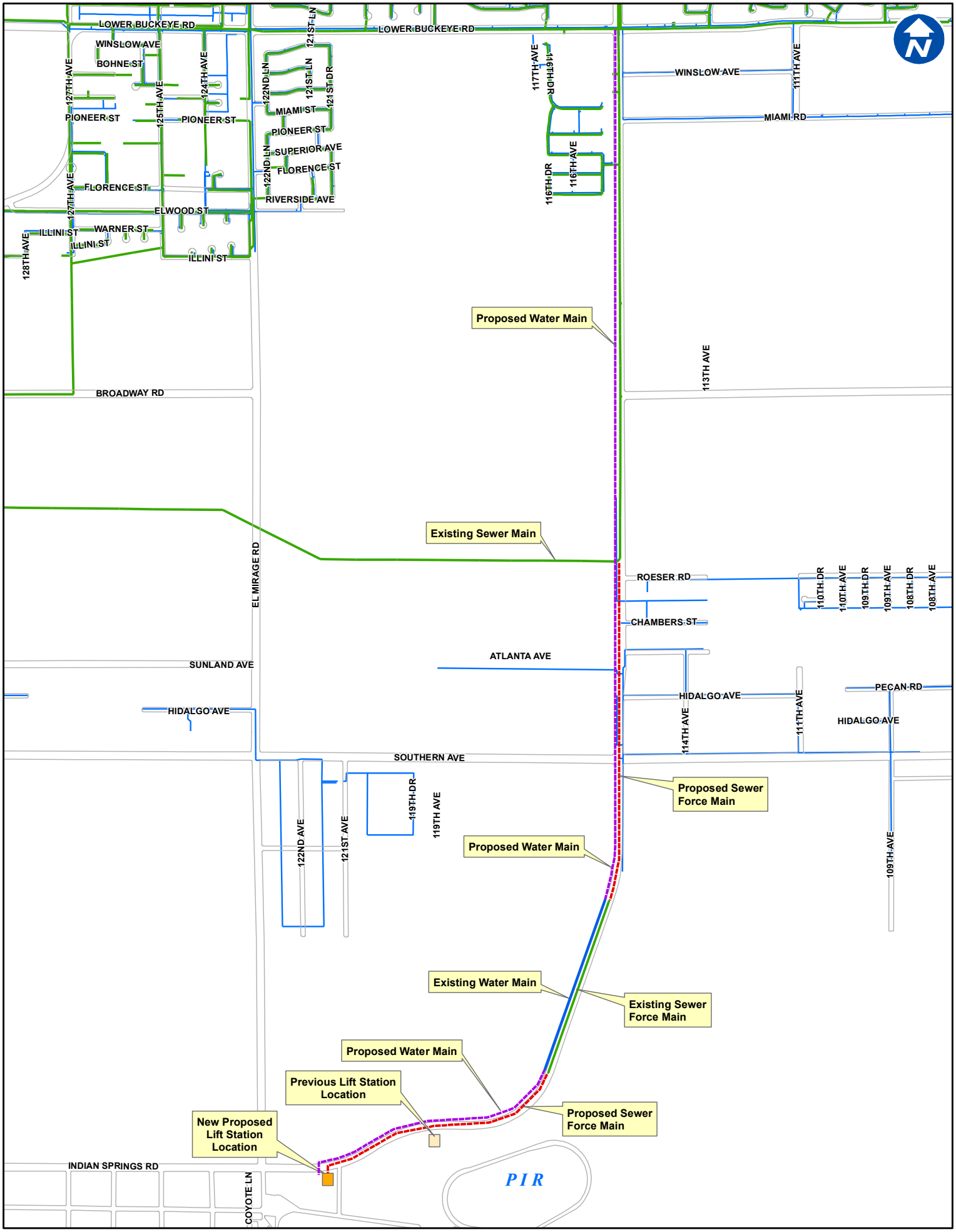
RECOMMENDATION:

Staff recommends that the City Council approve a Professional Service Agreement with Oridian Construction Services, LLC. to provide Construction Management for Phoenix International Raceway Lift Station in the amount of $165,750 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- PSA - Oridian Construction Services



PREPARED BY: GIS DIVISION of PUBLIC WORKS (10-2011)

Proposed Water & Sewer Exhibit

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ORIDIAN CONSTRUCTION SERVICES, LLC

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of October 1, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Oridian Construction Services, LLC, a Delaware limited liability company (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, No. EN 12-054 "FY 2012/2013 Professional Consultants Selection List" (the "RFQ"), a copy of which is on file in the City's Finance Office, 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 A and incorporated herein by reference, and the City desires to enter into an Agreement for the Consultant to provide construction management and inspection services for the Phoenix International Raceway Lift Station (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 30, 2013, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement.

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

3. Compensation. The City shall pay the Consultant an amount not to exceed $165,750.00 for the Services at the rates as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each 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. The Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. The Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. The 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, the 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 the Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. The 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 the 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 the Consultant.

9. Performance Warranty. The 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 the Consultant, the 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 the 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 the 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. The 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 the Consultant. The 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. The 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, the 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 the Consultant. The 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, the 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 the 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) The Consultant's insurance shall be primary insurance as respects performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its

agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the 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. The 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 consultants, 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. The Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on the 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. The Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the 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 the Consultant of written notice by the City. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement, and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. 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 the 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 this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a

consultant to any other party of this Agreement with respect to the subject matter of this 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 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 Consultant shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Consultant. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent consultant, not as an employee or agent of the City. The 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 the 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 the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The City and the 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. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible 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 this 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, this 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 this 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 the 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 this 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 the Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of the Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the 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 the 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 the 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 or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to Consultant: Oridian Construction Services, LLC
7500 North Dreamy Draw Drive, Suite 200
Phoenix, Arizona 85020-4660
Attn: KC Brandon

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 or (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. 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 the Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the 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, the 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, the 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 the Consultant pursuant to this Agreement. The 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 the Consultant or its subcontractors reasonable advance notice of intended audits. The 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). The 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 Scope of Work, the Fee 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. The 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 the 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"

ORIDIAN CONSTRUCTION SERVICES, LLC, a
Delaware limited liability company

By: _____

Name: K-C BRANDON

Title: PRESIDENT

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me on September 14, 2012, by K C Brandon, as President of ORIDIAN CONSTRUCTION SERVICES, LLC, a Delaware limited liability company, on behalf of the company.

(affix notary seal)

OFFICIAL SEAL
TERRY L. ROUNDS
NOTARY PUBLIC
MARICOPA COUNTY, ARIZONA
My Commission Expires
December 19, 2014

Terry L. Rounds
Notary Public in and for the State of Az

1805796.1

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ORIDIAN CONSTRUCTION SERVICES, LLC

[Consultant's SOQ]

See following pages.

City of Avondale

Statement of Qualifications for

FY 2012/2013 Professional Consultants Selection List

Solicitation Number: EN 12-054

ORIDIAN
CONSTRUCTION
SERVICES

May 17, 2012

ORIDIAN®
CONSTRUCTION SERVICES, LLC
A DIBBLE & ASSOCIATES COMPANY
ROC 183065 CLASS A
ROC 206114 CLASS B

7500 North DreamyDraw Drive, Suite 200
Phoenix, Arizona 85020-4660
Tel. 602-957-3936
Fax 602-957-1488
wwworidian-services.com

CONSTRUCTION MANAGEMENT PROJECT MANAGEMENT CONSTRUCTION STAKING

May 17, 2012

Ms. Sue McDermott, City Engineer
City of Avondale Engineering Department
11465 West Civic Center Drive, Suite 120
Avondale, AZ 85323

RE: Statement of Qualifications for
FY 2012/2013 Professional Consultants Selection List
Solicitation Number: EN 12-054

The City of Avondale is seeking a well-qualified and experienced consulting firm to provide leadership and a strong presence in Construction Management and Inspection Services for upcoming capital improvement projects. Oridian Construction Services has the applicable qualifications and experience to meet these criteria. We specialize in Construction Management and Inspection for public agencies, including the City of Avondale, and we have provided these services since 2001.

The City of Avondale is a highly-valued client to Oridian. Our team will work to provide the level of service you have come to expect from us. Through our previous work with you we have become familiar with your requirements, preferences, policies, and standards.

In the enclosed Statement of Qualifications, we present our qualifications, relevant work history, and the personnel who will be assigned to this contract.

Oridian Construction Services carries all of the required insurance. We supply our field staff with the support and tools they need and we provide you additional support from our senior staff to confirm that the services we provide are of the highest quality.

We look forward to continuing our long-term working relationship with the City of Avondale.

We acknowledge receipt of addendum 1 to the Request for Statements of Qualifications.

Thank you for considering Oridian Construction Services.

Sincerely,
Oridian Construction Services, LLC

KC Brandon
Senior Project Manager
kcbrandon@oridian-services.com

Section 1. General Information

B. Discipline Specialty Checklist

Our completed checklist is on the next page.

C. Legal Organization:

Oridian Construction Services, LLC is a limited liability corporation and was incorporated in Delaware in 2001. Oridian is registered with the Arizona Board of Technical Registration, No. 14533, to conduct construction management and inspection services within Arizona.

Address:

Oridian Construction Services, LLC
7500 North Dreamy Draw Drive
Suite 200
Phoenix, AZ 85020

Contact Concerning this SOQ:

KC Brandon
7500 North Dreamy Draw Drive
Suite 200
Phoenix, AZ 85020
Phone No. – 602-957-3936

D. Office Locations:

The primary office location for Oridian Construction Services is listed above. In addition, we have an office located in Goodyear which is available to conduct meetings or other tasks related to this on-call contract:

Oridian Construction Services, LLC
1626 North Litchfield Road
Suite 150
Goodyear, AZ 85395

E. General Description:

Oridian Construction Services is part of the Dibble and Associates family of companies and has provided construction management and inspection services of civil construction projects in the greater Phoenix area and throughout Arizona for the past 12 years. Oridian is fully insured with general li-ability and professional liability at the limits required by each agency. We also carry Worker's Compensation and automobile coverage as required by state law.

Our managers and inspectors are equipped with vehicles, cell phones and personal safety equipment. The company has a written safety program that includes zero tolerance for substance abuse. Oridian is known for our integrity and competence. We have built a reputation for providing quality construction management and inspection. We have an excellent record of high-quality projects completed on time and within budget. Our service capabilities include:

Contract Administration

Oridian prepares and enforces contract specifications to confirm that you receive the expected level of quality and value from contractors and consultants.

Construction Management

We oversee all aspects of construction so that the workmanship and materials meet the specifications and requirements.

Schedule and Budget Control

We utilize our leadership and expertise to keep projects on time and within budget.

Constructibility Analysis

Oridian evaluates design plans and other contract documents for clarity, consistency, and ease of use in the field. This service often also includes value engineering and independent cost estimating.

Construction Inspection

We have a staff of experienced and certified inspectors for every kind of construction project.

Quality Control Program Management

Oridian can prepare and administer the entire quality control program for major projects. We do

IV. DISCIPLINE SPECIALTY CHECK LIST
FY 2012/2013 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm: Oridian Construction Services, LLC

Address: 7500 N Dreamy Draw Drive, Suite 200

City: Phoenix State: AZ Zip Code: 85020

Contact Name: KC Brandon

Title: Senior Project Manager

Telephone: 602-957-3936 Facsimile: 602-957-1488

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

	Architect		Landscape Architect
	CADD Services		Plan Review Services
X	Construction Management		Property Appraisal Services
	Economic & Fiscal Impact Analysis		Professional Photography
	Electrical Design and SCADA		Streetlight Design
	Foundation & Structural		Subsurface Utility Investigation
	Geotechnical & Environmental		Surveying
	GIS Programs		Traffic Engineering
	Hydrogeological Engineering		Transportation Engineering
	Hydrology/Hydraulic Projects		Wastewater Systems
	Improvement District Administration		Water Distribution and Treatment System

this either directly for the agency/client or as a sub-consultant to general contractors.

F. Terminated Contracts

Oridian Construction Services, LLC has never been terminated from a contract.

G. Claims:

Oridian Construction Services, LLC has not been involved in any litigation or arbitration in the past five years.

H. Vendor Information Form

Our completed form is included in the Appendix.

Section 2: Experience & Qualifications

A. Company Experience:

We have been an on-call inspection resource for the City of Phoenix (Planning and Development Department) and we are still under contract until 2014. We have held multiple on-call contracts with the Maricopa County Department of Transportation and the cities of Glendale and Goodyear, and we are currently involved with projects for the City of Avondale under an on-call contract. In all cases, our personnel are committed to the priorities of each municipality's contracting department to perform as a member of their team.

Project Experience

Oridian has provided inspectors on an on-call basis since 2001. Those contracts are described below.

Professional Consultants Selection List for the City of Avondale, FY 2010/2012

Oridian is providing civil engineering field inspections of Capital Improvement Projects for the City of Avondale under this on-call services contract. We have provided inspections to support the City's staff on waterline, sewer, street improvements, and bridge construction projects.
Reference: Jim Badowich, 623-333-4222

Civil Engineering On Call Field Inspections for the Phoenix Development Services Department, 2000 – 2011

Oridian provided up to four inspectors at a time to perform off-site permit inspections for the City of Phoenix. Our inspectors worked very closely with the City's Area Supervisors, attending staff meetings and reporting to the applicable area offices. Each inspector handled as many permits as the Area Supervisors required, and functioned as an extension of City staff. Oridian supported the City inspectors with a substitute whenever necessary and with backup vehicles and tools in order to avoid any break in service.
Reference: Jim Taschner, 602-495-0464

Civil Engineering Field Inspection for Glendale Engineering Department, 2003 – 2004

Oridian performed construction inspections of permitted off-site work for the City of Glendale on developments related to the Coyotes Arena. When requested, we also furnished a materials technician for sampling and testing construction at the job site. The work included underground utilities, grading and paving, sidewalks, driveways, drainage structures, and landscaping.
Reference: Mark Gibson, 623-930-3626

Inspection Services for the City of Goodyear, 2006

Oridian provided inspections of permitted work performed by private developers within public rights of way. Our staff worked independently, but in close coordination with regular City staff to verify that the work was done in accordance with the permits, plans, and all other City requirements.
Reference: Gary Jipner, 623-693-0225

Civil Engineering Field Inspections for Maricopa County Department of Transportation, 2002 – 2003

Oridian performed construction inspections for much of the development work done in Anthem, the Rio Verde area, and much of the southeast Valley during this period of time. Our inspectors worked as an extension of the MCDOT field staff, inspecting utility trenches, grading and paving, miscellaneous concrete, decorative paving, drainage structures, street lighting, and landscape.
Reference: Paul Cook, 602-506-8606

Other Relevant Projects:

Sanitary Sewer Lift Station #56 for the City of Phoenix

Oridian provided the lead inspector, Roy Stryker, for this project in the Ahwatukee area. The work completely renovated an existing lift station with new pump equipment, complete new electrical gear and emergency generator, security system, an odor control system, re-coating the wet well and manholes, and site upgrades.
Reference: John Masche, 602-534-6997

Well 24 for the City of Avondale

Oridian provided construction management and inspection for the development of this existing drilled well that included tie-ins to the existing underground raw water line and installation of the well pump and motor, all above ground piping, the electrical gear, communication equipment, and security system. Other site work included grading, paving, domestic water lines, a nitrate analyzer, well water sand separator and drain manhole, piping for a future chlorination system, and all associated water line flushing and testing.
Reference: Mike Smith, PE, 623-333-4450

Well 20 for the City of Avondale

This project, on the north border of the City, started with nothing more than a pre-drilled well casing. Development of the site began with construction of the sites masonry walls, followed by all underground piping, conduit runs, electrical gear and emergency generator, and installation of APS power. Well development included installation of the pump bowls, tube, shaft and column pipe, and electric motor. Well appurtenances included a sand separator and drain manhole, all above ground piping, meter, and valves. The site was equipped with lighting and a security system, paved entry and parking, landscape and decomposed granite, and motorized gate. Roy Stryker provided construction management and inspection duties that included observation and inspection of the construction and observation of all water line flushing and testing.
Reference: Mike Smith, PE, 623-333-4450

Broadway Road Sanitary Sewer, 59th Avenue to 75th Avenue

This project was financed and managed by a private developer. Oridian provided inspections and some construction oversight under contract to the City of Phoenix Water Services Department. The work, completed in early 2009, consisted of two miles of large diameter sewer line. Oridian helped lead the project through difficult issues between the developer and the contractor, looking out for the City's interests at all times.
Reference: Roger Olsen, 602-534-2290

Paradise Valley Waterline for the City of Phoenix, 2004-2005

Oridian provided construction management and inspection services for 2.5 miles of new 20-inch and 30-inch water main and service connections in residential streets. Phoenix is the owner of the water line but the work was done in the Town of Paradise Valley. Oridian worked to serve the inter-

ests of both the City and the Town during construction.
Reference: Roger Olsen, 602-534-2290

Camelback Road Pedestrian Underpass for the City of Phoenix, 2009

This CM at Risk project consisted of the construction of a pedestrian crossing beneath Camelback Road between 24th Street and 26th Street. The project scope included relocation of a bus stop facility on 24th Street north of Camelback to a new location further north. Intersection and traffic signal improvements were included at 20th and 24th Streets. This highly visible project involved a significant amount of public art and landscaping elements. During the design phase, Oridian provided constructibility reviews and independent cost estimates, as well as other pre-construction phase services. During the construction phase, Oridian provided construction management services in cooperation with City of Phoenix staff.
Reference: Tony Humphrey, 602-495-6841

Sky Harbor Airport East Economy Parking Structures 1 & 2 for the City of Phoenix, 2004 & 2005

Oridian provided full time construction administration and inspection services for the construction of two, 8-level parking structures located at the east end of the East Economy Parking Lot at Sky Harbor. The projects were fast tracked to avoid peak travel seasons; partnering and critical path schedule scheduling were critical. Development of the garages included expansion and improvements to the toll plaza, reconstruction and configuration of the adjacent existing surface parking and bus routes, re-location of a 90-inch regional sewer line, and installation of an automated space count system. Combined cost exceeded $65 million. *The Phase I garage was selected for the APWA award for Project of the Year for Structures over $10 Million.*
Reference: Allan Smolko, 602-273-4096

Phoenix-Mesa Gateway Airport Terminal Remodel, 2000

This project involved extensive interior and exterior renovations of a one-story office building, converting it into a commercial airport passenger terminal. We provided full construction administration and inspection services for all elements of the work, including site utilities, passenger pick-up and drop-off lanes, parking, building and site demo, and all associated testing. The building improvements included ticketing counters, passenger seating in the gate areas, preparation for security screening equipment, baggage belts and carousel, rest rooms and facilities for food service, rental car agencies, and a gift shop.
References: Roger Clark, 480-988-7600

Van Buren Street Improvements for the City of Goodyear, 2006

This CM at Risk project provided the full widening and improvements for 2 miles on Van Buren Street from a 2-lane configuration to a new 5-lane roadway with curb and gutter, storm drain, water, sewer, and irrigation system improvements. The improvements also included a cast-in-place concrete bridge over Bullard Wash and traffic signalization for the intersection of Van Buren Street and Bullard Avenue. *This project received an AGC Building Arizona Award for projects over $10 million construction cost.*
Reference: David Ramirez, 623-882-7954

Parking Lot Construction and Off-Site Improvements for Maricopa County Community College District, 2005 - 2012

Oridian has provided construction management and Inspection on five campuses for new parking lots and of-site roadway improvements at the college entrances. Typically the projects included demolition for tie-in to existing lots or interior roadways, earthwork, underground utilities, drainage systems, lot lighting and security cameras, curbing, paving, irrigation systems and landscape. Two sites required improvements to the adjacent arterial streets, including traffic signals.
Reference: Arlen Solochek, 480-731- 8232

Sanitary Sewer Relief and Replacement Program for the City of Phoenix, 2006 – 2007

During this two year program, Oridian provided construction management and Inspection at eight locations where existing sewer lines were operating above capacity. To relieve this situation, the

lines were either replaced with larger diameter pipe, slope re-alignment, or horizontal re-alignment. In all cased new manholes were required and in most cases bypass piping was required.
Reference: John Masche, 602-534-6997

B. References

References are provided for each project listed above.

Section 3: Project Approach

A. Philosophy & Approach

The role of Oridian Construction Services during this on-call contract shall be to provide Construction Management and Inspection Services on an as-needed basis for upcoming capital improvement projects within the City of Avondale. Oridian's scope of services shall include all or a part of the following, depending on the City's needs for any given project:

- Oridian shall provide City representation at project meetings and conferences with contractors, City staff, design engineers, public utility companies, and other project stakeholders. We will lead the meetings as requested and provide documentation and any necessary follow-up after the meetings.

- Oridian shall provide inspection services for designated projects to verify that City permitted infrastructure improvements are constructed in accordance with plans and specifications. In addition to physical inspection of the work, Oridian shall confirm that appropriate frequencies and records are maintained by the Engineer of Record, testing laboratories, surveyors, and other required entities. All appropriate test results and other documentation shall be maintained on file for the review by City staff.

- Oridian shall provide construction administration services when requested, including reviewing contractor payment applications; and maintaining project schedules, progress reports, photos, test results and other relevant project documentation. Oridian shall review draft pay applications with the contractor to confirm actual completed work prior to submittal to the City. Contractor schedules shall be closely monitored and reviewed for timely project completion. Close communication with the contractor, City and other stakeholders regarding schedule-related issues will occur on a regular basis in order to anticipate and minimize potential issues that may impact schedule conformance.

- Oridian shall provide other construction management and inspection services as may be directed by the City of Avondale.

Potential Problems Prior to & During Construction

Potential problems prior to and during construction fall into several categories, all of which are manageable if addressed in a proactive manner using clear communication with the City and other project stakeholders:

- Contractors will, at times, attempt to begin work without the appropriate permits. This needs to be addressed at the pre-construction meeting.

- Existing conditions, including previously installed utilities, public traffic, or the potential for disrupting existing residential or commercial neighborhoods can impact the way the work on a project is performed.

- Addressing environmental concerns, such as dust generation, "track-out", or construction water runoff must be addressed in the contractor's overall project approach.

- The co-existence of contractors, either working on the same project or on adjacent projects must be managed in order to maintain a smooth flow of work.

Methods to Mitigate Problems

Oridian's approach to providing Construction Management and Inspection Services is essentially to act as an extension of the City of Avondale's staff. We will meet with members of staff to gain

an understanding regarding the schedule, budget, expectations, priorities, goals and concerns for each project. Our priorities are to protect the City's interests as they relate to the schedules, budgets and quality control of infrastructure improvement projects.

City Standards

All of Oridian's personnel carry both the *Maricopa Association of Governments (MAG) Uniform Standard Specifications* and all applicable supplements or standards issued by the contracting agency. They are particularly attuned to the sections that define differences in subdivision requirements versus collector and arterial street requirements. Our inspectors automatically cross reference any MAG call-out with the City supplements to check for revisions, if any exist, and they are familiar with the similarity in the detail numbering system. Oridian will also provide all personnel with a 3-ring binder containing the contracting agencies Engineering Construction Inspection Checklist, or if they do not have a checklist, the inspector will refer to the Oridian Inspection Checklist. The binder will also include Agency contacts, testing data requirements and frequencies, approved testing labs, stormwater management procedures, procedures for grading and drainage, sewer line testing, minimum slopes, manhole coatings including insecticides and manhole vacuum testing, waterline pressure leakage and bacteriological testing, fire department access, ADA requirements, as-built requirements, and all other reference materials relevant to the project.

Oridian's Inspection Supervisor, Roy Stryker, has more than 25 years of experience working with MAG Specifications and Local Agency Supplements. One of his responsibilities is to stay abreast of annual changes and to educate the Oridian staff about them.

Communications

All of Oridian's field personnel carry cell phones and are available at all times throughout the project duration. They will also be equipped with contact information for all relevant personnel from the City, utility companies, contractors, subcontractors, suppliers, and all other project stakeholders. Field inspections and job site meetings are generally scheduled by Oridian at appropriate project milestones, or as requested by the contractor or directed by City personnel. Any issues in the field that may require input from the City Inspector or the Public Works Superintendent will be appropriately communicated immediately. We require our inspectors to be extremely diligent in making field decisions, always keep their supervisors informed, and to record such information on their daily reports.

The Daily Report Form is a primary means by which written communication is provided to the City. If written notice is necessary to the permit holder, our field personnel are trained to use the Inspectors Notice Form or other appropriate document.

Oridian's Inspection Supervisor, Roy Stryker, will communicate with the City's Staff on a regular basis to confirm that Oridian is providing satisfactory service, and to coordinate any additional support and/or staffing needs.

Should the inspector's assignments be permit specific, Oridian's Inspection Supervisor will confirm that the assignments are delegated, understood, and executed properly. He will also monitor the budgeted hours and communicate and coordinate with the City's Superintendent throughout the project.

It is critical that the inspector is on the job every day that work is in progress and that he makes timely inspections so that the contractor is not de-

layed while waiting for an inspection. He must be equipped with every tool he needs to perform the job. In that regard, we have the ability to pro¬vide our inspectors with laptop computers and wireless access if needed.

B. Compliance with City's Insurance Requirements & Contract Documents

Oridian is familiar with the City of Avondale's insurance requirements and is prepared to comply with said requirements upon selection for this contract. Our professional liability insurance company,Union Standard, is lawfully authorized to transact insurance business in the State of Arizona. Upon selection for this contract, we will provide you with a Certificate of Insurance naming the City of Avondale as Certificate Holder.

Oridian has previously signed your contract documents and is prepared to do so upon selection for this contract.

Section 4: Key Resource Qualifications & Availability

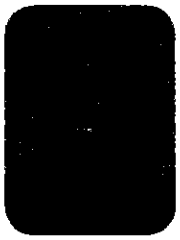
Oridian's personnel are experienced in all the types of civil construction. The people described below are available for either short term or long term assignments.

A. Personnel Resources

Oridian has five staff members, who are well-versed in the construction management, adminstration, and inspection.

Roy Stryker, CET - Inspection Supervisor

Roy oversees all of Oridian's inspectors and provides support in the form of training, equipment, and backup. Roy is certified NICET level 3 in Highway Construction. He also performs many of our inspections. Projects he has worked on include major arterials, local streets, airport facilities, structures, buildings, drainage, and water and sewer facilities. Roy has performed many on-call civil inspections for our clients.

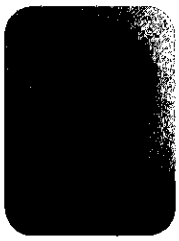


KC Brandon - Project Manager

KC has more than 25 years of construction management experience in both public and private markets. His pre-construction responsibilities include facilitating coordination between design consultants, value engineering, constructibility reviews, and creating bid documents that provide clarity amongst bidders while producing competitive and complete project pricing. During construction, KC leads efforts to establish schedules that properly sequence construction while meeting completion deadlines.

Elliott Gappinger, PE, RLS - Principal

Elliott has more than 30 years of experience in the design and construction of public works facilities, including geotechnical analysis, pavement design, materials engineering, and construction management. He is a registered civil engineer and land surveyor.



Jerry Poling, CET - Senior Inspector

Jerry is certified NICET level 4 in Highway Construction and is also ACI and ATI certified. He has more than 25 years of experience as an inspector and materials field technician. Jerry is especially well qualified in highway structures and both asphalt and concrete paving, but is also very knowledgeable in water and sewer line construction.

Kelly Renyer, CET - Senior Inspector

Kelly has extensive experience as a construction inspector, and also has experience as a contractor. This combination gives him an especially good understanding of how to deal with contractors in the field. He is NICET certified in both Highway Construction and Underground Utilities.

B. Discipline Matrix

Oridian's completed Discipline Matrix is below.

Experience of Oridian Staff	Roy Stryker	KC Brandon	Elliott Gappinger	Jerry Poling	Kelly Renyer
Construction Administration	♦	♦	♦		
Construction Inspection	♦	♦	♦	♦	♦
Quality Assurance Management	♦		♦		
Cost Estimating		♦	♦		
Shop Drawing Reviews	♦	♦	♦		
Bid Document Preparation		♦	♦		
Post Design Services	♦	♦	♦	♦	♦

C. Resumes

Resumes for key personnel are attached in the appendix.

Why Choose Oridian?

- Oridian has provided on-call construction administration and field inspection services to county and local agencies for the past 12 years.
- We have well qualified and experienced staff who know the work well and who know how to work within Public Works Departments.
- We provide oversight of our field personnel at no additional cost to the City to confirm that they are properly equipped and trained and that they have additional support when needed.
- We have a written safety program that protects both our staff and the City from careless errors that can lead to accidents.

APPENDIX

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2012/2013 PROFESSIONAL CONSULTANTS SELECTION LIST
EN 12-054

ADDENDUM No. 1

Oridian Construction Services, LLC, affirms that ADDENDUM No. 1 has
(Name of Bidder/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Bidder's Offer.

Signed, May 17 2012
Date

KC Brandon
Print Name

Senior Project Manager
Title

Oridian Construction Services, LLC
Company Name

7500 North Dreamy Draw Drive, Suite 200
Address

Phoenix, AZ 85020
City, State, Zip Code

END OF ADDENDUM No. 1

IV. VENDOR INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Vendor 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.

Oridian Construction Services, LLC
VENDOR SUBMITTING SOQ

86-1013996
FEDERAL TAX ID NUMBER

KC Brandon, Senior Project Manager
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

7500 N Dreamy Draw Drive, Suite 200
ADDRESS

602-957-3936 602-957-1488
TELEPHONE FAX #

Phoenix, AZ 85020
CITY STATE ZIP

May 17, 2012
DATE

WEB SITE: www.oridian-services.com

E-MAIL ADDRESS: kcbrandon@oridian-services.com

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

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

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? No

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

RESUMES

Roy Stryker, CET

ORIDIAN®
CONSTRUCTION SERVICES, LLC

Contract Role
Inspection Supervisor

Education
Civil Engineering courses at Glendale Community College/Phoenix College

Registration
NICET Certified - Level 3 (CET) Engineering Technician, Certification No. 079380

Qualifications

Roy is a project manager for Oridian, and also functions as general supervisor of all construction inspectors for the company. He has over 25 years of experience related to survey, design and construction administration/inspection on multi-disciplined civil engineering projects throughout Arizona. Projects he has worked on include major arterials, local streets, airport facilities, structures, buildings, drainage, and water and sewer facilities. Roy has advanced through the ranks from inspector to project manager, acquiring impressive skills along the way.

Project Experience – Selected Examples

On-Call Field Inspection

< **City of Phoenix Development Services Department for the City of Phoenix**. Roy supervised and trained Oridian inspectors assigned to Development Services to perform off-site permit inspections for more than 7 years. These inspections were primarily performed within sub-divisions, although a few monitored private construction or small commercial development. Our inspectors were responsible for site grading, to include Storm Water Management Plans, all underground utility installations and testing, all roadway grade prep, construction of concrete curb and sidewalk, compliance with A.D.A., asphalt paving, storm water collection and storage systems, landscaping, final inspections, and close-out packages that include test reports, as-builts and engineers letter of certification. Roy provided mentoring and field training for the Oridian inspectors, coverage during times of leave, and provided tools and materials as needed.

< **Off-Site Permit Inspection for the Maricopa County Department of Transportation Engineering Division.** Roy performed as an off-site inspector of permitted work in various locations in Maricopa County, as well as managed a full time Oridian senior inspector performing similar inspections within his specified area of Maricopa County. The inspections included grading and paving; concrete curb, gutter and sidewalk, drainage structures, and box culverts; water, sewer and dry utility trenching, backfill and pavement replacement work; and traffic control implementation compliance. Roy performed these duties under Oridian's inspection contract with MCDOT.

< **Off-Site Permit Inspections for the City of Avondale Engineering Department.** Roy is providing inspection for the City to assist and cover for their only Inspector on all off-site projects which include roadway re-construction and water/sewer line installations.

< **Off-Site Permit and Capitol Improvement Inspections, Community Development Engineering Department, City of Goodyear**. Roy secured a two year on-call contract with the City of Goodyear for contract inspections and managed two full time senior inspectors who operated as members of the City of Goodyear's Engineering Department inspection staff. The Oridian inspectors provided inspection of subdivision construction, commercial construction sites and Capital Improvement projects.

< **Sanitary Sewer Lift Station #56 for the City of Phoenix.** Roy was the lead inspector and Oridian's project manager for this project in the Awatukee area. The project consisted of completely renovating an existing lift station with new pump equipment, complete new electrical gear and emergency generator, security system, an odor control system, re-coating of the wet well and manholes, and site upgrades.

< **Well 20 & Well 24, City of Avondale.** Development of these two sites started with construction of the sites masonry walls, followed by all underground piping, conduit runs, electrical gear and emergency generator, and installation of APS power. Well development included installation of the pump bowls, tube, shaft and column pipe, and electric motor. Well appurtenances included a sand separator and drain manhole, all above ground piping, meter, and valves. The site was equipped with lighting and a security system, paved entry and parking, and landscape.

< **Maricopa County Community College District**. Over the past several years Roy has been involved with numerous projects for the community college district as an inspector, inspection supervisor and construction manager. The projects included public roadway widening and utilities, and on-site parking lots, at campuses in Scottsdale, Avondale, Glendale and Phoenix.

KC Brandon

ORIDIAN®
CONSTRUCTION SERVICES, LLC

Contract Role
Project Manager

Education
B.S., Construction, 1984
Arizona State University

Certifications

O.S.H.A. 30-Hour Certification

Qualifications
KC offers over 25 years of extensive construction management experience in both public and private markets. His pre-construction responsibilities include facilitating coordination between design consultants, value engineering, constructability reviews and creating bid documents that provide clarity amongst bidders while producing competitive and complete project pricing. During construction, KC leads efforts to establish schedules that properly sequence construction while meeting completion deadlines. KC's previous work experience includes Vice President of Operations for Soil-Tech, Inc., Director of Land Development for Sunbelt Holdings, Construction Manager for Discovery Land, Director of Land Development for Sunchase Holdings, Project Manager for DMB, Construction Manager for Newhall Land, Project Manager for Newland Communities and Project Manager for Swengel-Robbins.

Project Experience – Selected Examples

North Economy Parking Lot, Phases 1 and 2 at Phoenix Mesa Gateway Airport. KC was the Construction Manager for Oridian on this 2800 space parking lot. The project included complete surface and underground infrastructure as well as lighting, revenue control and communication elements, and extensive landscaping and hardscape features. His role included managing the contractor schedule, budget and quality control and coordinating with the City of Mesa and Salt River Project, in addition to the Airport itself.

Runway Safety Area Extension at Phoenix Sky Harbor International Airport. KC was the Construction Administrator for Oridian on this project which involved the moving of over 500,000 cubic yards of earth and placement of over 60,000 cubic yards of Cement Stabilized Alluvium to create major improvements of the runway bank protection in the Salt River in order to extend the safety area of the south runway. The work also included extensive drainage improvements involving construction of large storm drain piping and structures as well as electrical and communication distribution work. His role included tracking project documentation, management of project schedule and budget as well as coordination between the contractor, engineering team, airport personnel, quality assurance, quality control and environmental personnel.

Arroyo Norte Unit 4. KC was the Construction Manager for Oridian on this 100-lot residential subdivision located in Maricopa County north of Phoenix. 50,000 square feet of Reno Mattress was constructed adjacent to a major 404 wash as part of the drainage improvements for this project. Complete infrastructure also included sanitary sewer, potable water, dry utilities, concrete, paving, landscape and retaining walls. His role included on-going coordination with the client, design engineer and contractor as well as management of all construction contracts with respect to schedule, budget and quality control. APS, Century Link, COX, Southwest Gas, Arizona American Water (Epcor) Maricopa County Planning and Design Department and MCDOT were all associated with the project. Communication and coordination with these agencies were pivotal in order to deliver this finished project to the client on budget and on schedule.

Elliott Gappinger, P.E.

ORIDIAN®
CONSTRUCTION SERVICES, LLC

Qualifications
Elliott offers over 30 years of extensive experience in the design and construction of public works facilities, including geo-technical analysis, pavement design, materials engineering, and construction management. He is a registered civil engineer and land surveyor. Elliott's previous work experience includes Area Manager for Kiewit Western, General Manager for ATA Construction, Vice-President of Engineering and Risk Management for Tanner Construction, Area Construction Engineer for the Arizona Department of Transportation District 3, and Materials Field Engineer for the Arizona Department of Transportation.

Contract Role
Principal

Education
B.S. Industrial Design, 1971
Arizona State University

Registration
Arizona, Professional Engineer No. 12869
Arizona, Professional Land Surveyor No. 16824

Project Experience – Selected Examples

< **Pecos and Germann Roads Bridges and Improvements for the Town of Gilbert.** This $12 million CM at Risk project included box culverts and bridges over the RWCD irrigation canal and the FCDMC East Maricopa Floodway at both locations, plus roadway widening, water and sewer line construction, and major drainage features. Elliott was the Project Manager during the design phase for the Town. His duties included management of the utility relocation coordination and right of way acquisition activities, constructability reviews, value engineering analysis, cost estimates and negotiation of the GMP. Elliott also led two public information meetings and several design coordination meetings during the project.

< **East Paradise Lane Improvement District No. 9303 for the City of Peoria.** The Improvement District included one mile of street improvements including traffic signalization, landscaping, two bridges over Skunk Creek, 0.75 miles of 12-inch waterline with well design and a 1 MG reservoir, 0.5 miles of sanitary sewer line, 1,500 feet of storm drain and 1,800 feet of channel improvement. Full construction management services were provided and included pre-construction meeting, pay request review, change order requests, construction staking, construction inspection, final walk through, etc.

< **Madison Street Water Main Relocation Project for the City of Phoenix.** Elliott was the construction manager for this project, which involved the relocation of a 42-inch water main in downtown Phoenix from 5th Avenue to 8th Avenue. The project was a cooperative effort between the City and Maricopa County. Elliott's role included leading construction progress meetings, providing general supervision of the inspection and quality assurance testing, and coordinating with the City, the County and the design engineer as well as the contractor.

< **Val Vista Water Transmission Main Relocation for the City of Phoenix.** This project involved relocating 1,300 linear feet of 84-inch diameter prestressed concrete cylinder pipe and tying in both ends to the existing 72-inch water main. Elliott performed the role of lead inspector and project field engineer on a complex project that required coordination with the Cities of Phoenix, Tempe and Mesa, and with the private developer who owned the site to facilitate quick resolution of potential delay issues.

< **North Economy Parking Lot, Phases 1 and 2 for Phoenix Mesa Gateway Airport.** Elliott was the principal and senior project manager for Oridian on this large parking lot project. The work included earthwork, asphalt and concrete paving, bus stop and entry/exit structures, lot lighting and signage, revenue control systems and security cameras.

< **Taxilane Lima Phase 1: Mass Grading and Drainage for Phoenix Mesa Gateway Airport.** Elliott was the resident engineer for this fast-track project. The work included installation of over 4,900 linear feet of storm drain pipe with related manholes and junction structures, excavation of a large retention basin, and construction of the taxilane embankment.

< **South Area Drainage Project for Phoenix Mesa Gateway Airport.** Elliott was the construction manager for the installation of over 7,200 linear feet of storm drain RGRCP ranging in size from 18 to 54 inches in diameter. The work also included nearly 6,000 SY of new PCCP on the airfield aprons and taxiways. Numerous underground unknowns were encountered and successfully dealt with under Elliott's supervision during the course of construction.

Jerry Poling, CET

ORIDIAN®
CONSTRUCTION SERVICES, LLC

Contract Role
Senior Construction Inspector

Certifications
NICET Level 4 Highway Const.
ACI, ATI

Qualifications

Jerry has over 30 years experience as a construction inspector. His background includes 15 years as a senior inspector with the Arizona Department of Transportation. He also has extensive experience with field sampling and testing construction materials. The following is a summary of his background:

Representative Project Experience:

< **Drop 2 Reservoir for the Bureau of Reclamation.** Jerry performed inspection duties on this project, with special responsibility for earthwork and structures on the All American Canal and the new reservoir between Yuma, AZ and El Centro, CA. His role was part of the Quality Control Program Administration for the prime contractor, managed by Oridian.

< **Taxilane Lima Phase 1 Grading and Drainage for the Phoenix Mesa Gateway Airport in Mesa, AZ.** Jerry was the senior inspector, with Oridian, for this project, which included installation of new storm drain and excavation of a large retention basin. His responsibilities included coordinating with airport staff.

< **Alma School Road Reconstruction for the Salt River Maricopa Pima Indian Community.** Jerry was the senior inspector for all the grading and paving on this projects. His responsibilities included inspections, reviewing traffic control plans, and coordinating with Oridian staff, as well as calling for special testing when necessary.

< **Guadalupe Bridge Underpass on I-10 for ADOT.** As an ADOT employee Jerry was the quality control technician for this bridge replacement project. As the chief inspector Jerry collected and delivered to the testing lab all materials samples as needed to monitor the quality control of the bridge construction. He assisted the ADOT project supervisor with review of monthly pay quantities, participated in weekly progress meetings and coordinated with the contractor and the State Highway Patrol for traffic control.

< **Gila River Bridge on I-10 for ADOT.** Jerry was the chief construction inspector on this project, which included removing and replacing deck joints and placing an asphalt overlay on the bridge deck. Jerry was responsible for field sampling and testing, he inspected traffic control set-ups, attended weekly progress meetings, and assembled the final project punch list. Jerry supervised two other inspectors on this project.

< **Loop 101 Freeway: Guadalupe Road to Warner Road for ADOT.** Jerry was an inspector for this large project which consisted of three major bridge structures, massive grading and drainage, and other items of work related to urban freeway construction. Jerry supervised three other inspectors on the project.

< **I-10 and I-8 Asphalt Overlay for ADOT.** Jerry was the lead inspector for the overlay paving. His duties included collecting asphalt samples, running nuclear compaction tests, and monitoring traffic control. Jerry supervised two other inspectors on this project.

< **Tonto National Park Bridge on SR 87 for ADOT.** Jerry was an inspector on this project near Payson, AZ. He ran compaction tests on soils and asphalt materials, and performed inspections on the bridge and roadway construction.

Kelly Renyer, CET

ORIDIAN®
CONSTRUCTION SERVICES, LLC

Contract Role
Senior Construction Inspector

Certifications
NICET Level 2 Highway Const.
NICET Level 4 Underground Utilities

Qualifications

Kelly has over 30 years experience as a construction inspector. His background includes 25 years working for various public agencies in Arizona. The following is a summary of his background:

Representative Project Experience:

- **On-Call Inspections for Oridian Construction Services, 2010.** Kelly performed as senior inspector for Oridian on a new parking lot project at Estrella Mountain Community College and at Sanitary Sewer Lift Station #56 (City of Phoenix). Both were part-time on-call assignments that required a broad base of knowledge and the ability to work effectively without supervision.

- **Inspection Supervisor, City of Peoria, 2003 to 2009.** Perform inspections of capital improvement projects and supervise the performance of other City inspection staff. Work directly with contractors to achieve work in compliance with City standards and project documents.

- **Project Manager / Estimator, Eagle Mountain Construction (Flagstaff), 1997 to 2003.** Estimate large civil engineering projects such as subdivisions, golf courses, large water and sewer projects, and road construction projects. Manage projects from start to finish, handle all pay requests, design changes, change orders, schedules, crew assignments, and materials orders. Act as a liaison with city and county.

- **Engineering Construction Supervisor, City of Flagstaff, 1981 to 1997.** Supervisor of Public Work and Utilities inspectors and material testing laboratory for the City of Flagstaff. In charge of as-built plans and ADEQ certification. Inspected major utilities and street projects. Liaison for the city to developers, contractors and engineers.

- **Construction Inspector, City of Mesa, 1977 to 1981.** Inspector of major construction projects such as water and sewer mains, road construction, and municipal swimming pools.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ORIDIAN CONSTRUCTION SERVICES, LLC

[Scope of Work]

See following pages.

ORIDIAN
CONSTRUCTION SERVICES, LLC

Scope of Work

Construction Administration and Inspection Services

Phoenix International Raceway (PIR) Lift Station
City Project No. SW 1295

Greetings,

We greatly appreciate the opportunity to submit this proposal for Construction Administration and Inspection Services for the project referenced above. Please contact us with any questions or comments.

Definitions

Owner:	City of Avondale
Design Engineer:	Brown and Caldwell

Section I – Pre-Construction Activities

Oridian shall perform the following services:

- Conduct a pre-construction conference with the Contractor, Owner, Engineer, testing laboratories, and other project stakeholders.
- Prepare and distribute the pre-construction meeting minutes.
- Conduct project start-up including set-up of construction administration files; review and document pre-construction field conditions with Contractor.
- Review the Contractor's initial project construction schedule and approve or request changes to the schedule, as necessary to meet the requirements of the contract documents.
- Log in pre-construction Contractor submittals, including: list of subcontractors & suppliers, Submittal Schedule, Material Status Report, Quality Control Program, SWPPP, traffic control plan, emergency contact list, and permits specified in the contract documents, and distribute to Engineer and Owner.

Section II – Construction Administration Activities

Oridian shall provide the following services:

- Log in and track the review of Contractor's submittals, shop drawings, and requests for information (RFIs). Work closely with Engineer to achieve timely responses.
- Maintain files and documentation of all information related to the project including correspondence, submittals, RFIs, inspection reports, test reports, pay

applications, progress schedules, meeting minutes, change orders, and job photos.

- Work with Engineer to evaluate Contractor requests for extra cost work, or construction contract time extensions and make recommendations to the Owner regarding approval or rejection. Prepare Change Orders and "Contract Contingency Allowance" approval documents for processing and final contract change order based on approved requests.
- Monitor job progress and document quantities of work completed.
- Review Contractor's monthly pay applications with the Contractor for approval. Forward approved pay applications to the Owner for payment.
- Monitor the Contractor's progress in relation to the approved project schedule. Notify the Contractor, Engineer and Owner of any deviations from the approved schedule which may cause a delay to the scheduled completion date. Request schedule recovery plans and revised schedules when needed, to show progress in conformance with contract requirements.
- Review Contractor's red-line "as-built" drawings on a monthly basis. Current, up-to-date red-line drawings will be a condition of an approved progress payment each month.
- Conduct weekly progress meetings to review the current schedule and work progress and to facilitate resolution of construction issues. Prepare minutes of the meetings for distribution to the attendees and project stakeholders.

Section III – Construction Inspection Activities

Oridian shall provide the following services:

- Furnish field personnel as needed for purposes of providing construction surveillance of the contractor's work during construction operations. Prepare written reports of activities and observations.
- Measure and document pay quantities on a daily or as-needed basis.
- Coordinate the services of the Quality Assurance (QA) material testing lab and field technicians to provide QA materials sampling and testing.
- Monitor QA field testing and Contractor's Quality Control field testing, review materials test reports, and notify the Contractor of deficiencies in the work as indicated in the tests and reports.
- Enforce the contract documents regarding any special inspections, tests, and reports required to be provided by the Contractor.
- Observe and document unforeseen conditions, changed conditions, and extra work activities performed by the contractor.
- Monitor Contractor's compliance with the SWPPP and NPDES permit requirements for the project.
- Monitor traffic control issues as evident during inspection visits. Report observed deficiencies to the Contractor for correction, with copy to Owner. (Jobsite safety and compliance with all ADOSH and OSHA requirements is the responsibility of the Contractor.)

Section IV – Project Close-Out Activities

Oridian shall provide the following services:

- Schedule and conduct a pre-final walk-through with the Contractor and Engineer and prepare a punch list for the Contractor's use prior to the final project walk-through.
- Prepare a Certificate of Substantial Completion when appropriate, as noted in the contract documents.
- Review Contractor red-line "as-built" drawings at the end of the project. Forward accepted "as-built" drawings to the Engineer for preparation of the record drawings.
- Receive and review O&M manuals, warranties, spare parts & materials, and other items required from the Contractor at project close-out. Forward to the Engineer for final review. Forward approved manuals and warranties to the Owner.
- Conduct a final project walk-through with the Contractor, Engineer, and Owner when appropriate.
- Review Contractor request for final payment, verify final quantities, and make recommendation to the Owner for final payment.
- Prepare Final Engineer's Report with back-up documentation for submittal to Owner.

Proposed Staffing

Oridian proposes to utilize Roy Stryker as Resident Engineer, and David Lee as Senior Inspector. To the extent possible these individuals will fill these roles for the duration of the project. Oridian will also have Darcor and Alpha Geotechnical and Materials under subcontract agreement to provide Quality Assurance services.

Proposed Fee

Proposed overall fee for this project is $165,750. A breakdown of our labor costs and sub-consultant allowances is attached. Sub-consultant proposals are also attached for reference.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ORIDIAN CONSTRUCTION SERVICES, LLC

[Fee Proposal]

See following pages.

DATE: 09/04/12
FIRM: **Oridian Construction Services**
PROJECT: **City of Avondale**
P.I.R. Lift Station

CONTRACT NO.:
PROJECT NO.:

New Contract ____

DERIVATION OF COST PROPOSAL SUMMARY

ESTIMATED DIRECT LABOR

Classification	Estimated Manhours	Rate	Labor Costs
Resident Engineer	656	$115.00	75,440
Senior Inspector	534	$85.00	45,390
Total	**1190**	-	-

Total Estimated Labor $ **120,830**

ESTIMATED ALLOWANCE FOR DIRECT COSTS
(Listed by Item at Estimated Actual Cost - NO MARKUP)

1. Supplies & Misc.	$	N/A
2. Mileage (@ $0.50/ mile)	$	N/A

Sub-Total Allowances for Direct Costs $ 0

SUBCONSULTANT SERVICES

1. Elect. Review / Inspect	Allowance	$19,920.00
2. QA Technician	Allowance	$25,000.00

Sub-Total Allowances for Subconsultants $ 44920

TOTAL ESTIMATED COST TO CONSULTANT

Estimated Labor	$	120,830
Direct Costs	$	0
Subconsultant Costs	$	44920
TOTAL ESTIMATED FEE	**$**	**165,750**

FIRM: Oridian Construction Services

PROJECT **City of Avondale**
P.I.R. Lift Station

DATE: 9/4/2012

ESTIMATED MANHOURS

PHASE		RESIDENT ENGINEER	SENIOR INSPECTOR				TOTAL HOURS
Pre-Construction							
Review Construction Documents		40					40
Pre-Construction Conference		8					8
Pre-Construction Submittals/Schedule		24	4				28
							0
							0
Construction Administration							0
Shop Drawings / Submittals / RFI's		50					50
Project Meetings		90	40				130
Project Documentation		120	50				170
Pay Application Review		40	20				60
							0
							0
							0
							0
Project Inspection							0
Project Inspection/Compliance Review		210	300				510
Review test results		40	40				80
Coordinate Special Inspections		8	24				32
Start-Up / Commissioning		8	24				32
Material Testing							0
							0
Testing / Close Out							0
Pre-Final Inspection / Punch List		4	16				20
Review O & M Documents		6	4				10
Review As-Built Drawings		4	8				12
Final Inspection		4	4				8
Prepare Record Drawings							0
							0
							0
							0
							0
							0
							0
	0	656	534	0	0	0	1,190

CITY COUNCIL REPORT

SUBJECT:
Reimbursement Agreement – Coldwater Industrial Associates, LLC

MEETING DATE:
October 1, 2012

TO: Mayor and Council

FROM: Charles Andrews, P.E., Assistant City Engineer, 623-333-4216

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council approve a Reimbursement Agreement with Coldwater Industrial Associates, LLC for the purpose of expediting city well improvements related to the development of the Coldwater Industrial Center, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Coldwater Industrial Associates, LLC (Developer) intends to develop a warehouse facility commonly referred to as Coldwater Depot, on real property generally located near the northwest corner of Van Buren Street and 127th Avenue. The addition of the warehouse facility will increase traffic, which will require roadway improvements.

Also located near the northwest corner of Van Buren Street and 127th Avenue will be one of the City's production well sites. Currently, the City is in the process of acquiring or condemning Parcel 500-02-015G for the purpose of constructing the production well. This parcel is located within the Coldwater Depot site, but is under separate ownership. As part of the Coldwater Depot's final plat, the Developer dedicated additional land outside of Parcel 500-02-015G for the City's well site and the required access and utility easements to the site.

DISCUSSION:

Development of the warehouse facility required submittal of a traffic impact study (TIS). The TIS revealed that the southbound to eastbound left turn lane at the intersection of Van Buren Street and Dysart Road would need to be lengthened. According to the TIS that even without the additional traffic from the Coldwater Depot, the current left turn lane is not adequate for future traffic growth. Therefore, based upon the existing roadway deficiencies, the City is required to pay 38% ($69,231) of the proposed intersection improvements that have been estimated at $180,000. The Developer is required to pay for 62% ($110,769) of the costs.

In order to expedite the construction of the City well site and avoid future interuptions to the Coldwater Depot site, staff recommends that the Developer install the water service and electrical conduit to the City well site concurrent with the Developer's construction project. The estimated costs associated with the construction of the well site are $84,849. The $84,849 would be deducted from the Developer's cost share responsibility thus reducing the Developer's share of the Van Buren Street and Dysart Road Intersection Improvements to $25,920.

Due to the substantial amount of improvements and the costs associated with the improvements, it was determined that a Reimbursement Agreement (Agreement) was necessary. Under this Agreement, the lengthening of the left turn bay at the intersection of Van Buren Street and Dysart

Road will be designed and built by the City and completed by July 2013. The Agreement also requires that the installation of the water service and electrical conduit be designed and installed by the Developer.

Below is a summary of costs and responsibilities of the two (2) respective projects before and after the Agreement.

Before Agreement

Project	Developer's Responsibility	City's Responsibility	Total
City Well Site	0% = $0.00	100% = $84,849	100% = $84,849
Van Buren/Dysart Intersection Improvements	62% = $110,769	38% = $69,231	100% = $180,000
Total	$110,769	$154,080	$264,849

After Agreement

Project	Developer's Responsibility	City's Responsibility	Total
City Well Site	100% = $84,849	0% = $0.00	100% = $84,849
Van Buren/Dysart Intersection Improvements	0% = $0.00	100% = $180,000	100% = $180,000
Difference Due by Developer	(+) $25,920	(-) $25,920	$0.00
Total	$110,769	$154,080	$264,849

In accordance with the Reimbursement Agreement, the City will be responsible for all cost overruns or change orders associated with either project.

BUDGETARY IMPACT:

The original amount anticipated to be reimbursed to the City was $25,920. Following a change order for the City Well Site Improvement project in the amount of $3,600, the amount due to the City is now $22,320. The reimbursement will be deposited into line item 304-6600-00-4890 and appropriations will be identified and transferred into CIP Line Item 304-1129-00-8420 for use in construction of the left turn bay at Van Buren Street and Dysart Road.

RECOMMENDATION:

Staff recommends that City Council approve a Reimbursement Agreement with Coldwater Industrial Associates, LLC for the purpose of expediting improvements related to the development of the Coldwater Industrial Center, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Reimbursement Agreement
- Vicinity Map

REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
COLDWATER INDUSTRIAL ASSOCIATES, LLC

THIS REIMBURSEMENT AGREEMENT (this "Agreement") is entered into as of October 1, 2012, between the City of Avondale, an Arizona municipal corporation (the "City"), and Coldwater Industrial Associates, LLC, a Delaware limited liability company (the "Developer"). The City and the Developer are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Developer intends to develop a warehouse distribution facility commonly referred to as Coldwater Depot on real property generally located near the northwest corner of Van Buren Street and 127th Avenue in Avondale, Arizona (the "Project"). The Project requires certain street improvements in the form of a 130' extension to the existing southbound to eastbound left-turn lane at the intersection of Dysart Road and Van Buren Street (the "Project Improvements"). Given the substantial public benefits associated with the Project Improvements, the City has agreed to share in the expense to build the improvements.

B. The total cost of the Project Improvements is estimated at $180,000.00. The City and the Developer have agreed to contribute pro rata to the cost of the Project Improvements, with the Developer's share amounting to a maximum of $110,769.00 and the City's share equaling $69,231.00. Any cost overruns or change orders associated with the Project Improvements shall be the responsibility of the City.

C. The City has agreed to (i) design, construct and complete the Project Improvements and (ii) pay for all costs associated with the Project Improvements. The Developer has agreed to reimburse the City for the Developer's pro rata share of the costs incurred by the City in completing the Project Improvements up to the maximum of $110,769.00.

D. The City intends to construct a well site adjacent to the Project. The City desires the installation of three PVC electric conduits and a water transmission line running from 127th Avenue westward along the north side of the Project in a designated 8' public utility easement to the City's proposed well site (the "City Improvements"). The Developer has agreed to (i) design, construct and complete the City Improvements and (ii) pay for costs associated with the City Improvements. The anticipated cost for the City Improvements was estimated at $84,849.00 (the "Anticipated Cost"). The Developer has begun work on the City Improvements.

E. The City agrees to offset the total cost incurred by the Developer for completion of the City Improvements against the Developer's maximum share of the Project Improvements. The Developer agrees to pay the City the difference between the Developer's maximum share of the costs agreed to for the Project Improvements and the Anticipated Cost incurred for the City Improvements (the "Offset Balance").

F. The Developer has already paid the City the Offset Balance in the amount of $25,920.00 ($110,769.00 less $84,849.00). During construction of the City Improvements, subsequent costs of the City Improvements have so far been $3,600.00 higher than the Anticipated Cost. Upon completion of the City Improvements, the City agrees to reconcile the Offset Balance and reimburse the Developer any amounts owed.

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 Developer hereby agree as follows:

1. City Obligations. The City shall design, install and construct the Project Improvements as referenced in the Coldwater Depot Traffic Impact Analysis Report prepared by the CK Group, Inc., dated May 31, 2012, and as generally depicted in the Project Improvements Sketch and Cost Estimate attached hereto as Exhibit A and incorporated herein by reference. The City shall complete the Project Improvements by July 1, 2013.

2. Developer Obligations. The Developer shall complete installation of the City Improvements as shown on the plans entitled Coldwater Depot Logistic Center Offsite Improvement Plans for 127th Avenue and Van Buren Street dated May 30, 2012, and the plans entitled Coldwater Depot Logistic Center Water, Sewer and Fire Line Improvement Plans dated May 30, 2012, (collectively, the "Plan Documents") and Cost Estimate, attached hereto as Exhibit B and incorporated herein by reference. The Developer shall complete the City Improvements by July 1, 2013.

3. Payment Method.

3.1 Offset Balance. The Developer has already paid the City the Offset Balance in the amount of $25,920.00. During construction of the City Improvements, subsequent costs of the City Improvements have so far been $3,600.00 higher than the Anticipated Cost. Upon completion of the City Improvements, the City agrees to reconcile the original Offset Balance and reimburse the Developer any amounts owed in completing the City Improvements (such adjusted amount is referred to herein as the "Actual Offset").

3.2 Reconciliation. Upon completion of the City Improvements, the City shall (A) conduct a reconciliation and shall (B) reimburse the Developer the difference between the original Offset Balance and the Actual Offset. Each Party shall provide the other Party with and maintain supporting documentation for its actual costs incurred.

4. Public Art Requirement. Pursuant to Section 11 of the Avondale Zoning Ordinance, the Developer shall deposit $75,000.00 with the City for the procurement and installation of approved public art elements (the "Public Art Fee") in connection with the proposed trail (the "Agua Fria Trail") adjacent to the Project. The City shall establish a separate account for the Public Art Fee, and shall reimburse Developer for expenses related to

Developer's acquisition and installation of the approved public art elements designed for and installed along the Agua Fria Trail. If the Agua Fria Trail is not complete by July 1, 2013, or such time as may occur from delays caused by the City, the Flood Control District of Maricopa County, the Arizona Department of Transportation, or other force majeure circumstance, the City and Developer shall discuss and mutually agree to an alternative plan for installation of the public art element, with preference given to incorporating the public art elements within the Project. As of July 1, 2013 (or such later time as may occur from delays cause by the City, the Flood Control District of Maricopa County, the Arizona Department of Transportation, or other force majeure circumstance) should Developer be in default in accordance with Section 7 of this Agreement and is not otherwise diligently pursuing to cure its default as provided for in Section 7, the City shall have sole discretion as to the disposition of the Public Art Fee. Upon receipt of the Public Art Fee, the City shall issue a building permit to the Developer for the Project.

5. Change Orders. Change orders related to the City Improvements must be approved by the City and Developer. Such approvals shall not be unreasonably withheld; however, all change orders that are not either approved or disapproved by the City within ten days after submittal by the Developer shall be deemed approved. Furthermore, if the City rejects any such change order, such rejection shall be accompanied by a written statement specifying and explaining all of the City's reasons for rejecting such change order. If the City disapproves or rejects a change order that results in Developer's inability to complete the City Improvements, Developer shall not be deemed to be in default under this Agreement.

6. Payment Not a Debt. The City's obligations pursuant to the provisions of this Agreement that require the expenditure of funds do not constitute a general obligation or indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction, and do not obligate the City to make any expenditure from proceeds of ad valorem taxes or obligations to which any general taxing authority is pledged unless the expenditure has been duly budgeted, if and to the extent required by law, and is within all budget and expenditure limitations of, and is not in conflict with, the Constitution or laws of the State of Arizona. The City's failure to annually appropriate any amounts necessary to meet its obligations under this Agreement shall not diminish the Developer's rights to assert claims for such payments.

7. Default. If either Party fails to perform any obligation pursuant to this Agreement, and such Party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default of this Agreement. In the event of such default, the non-defaulting Party may terminate this Agreement and shall have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 120 days.

8. 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 (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail,

registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive, Suite 220 Avondale, Arizona 85323-6809 Attn: Charles P. McClendon, City Manager
With a copy to:	Gust Rosenfeld, P.L.C. One East Washington, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire, Esq.
If to the Developer:	Coldwater Industrial Associates, LLC 16220 North Scottsdale Road, Suite 260 Scottsdale, Arizona 85254 Attn: Catherine Thuringer

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

9. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or the Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

10. Attorneys' Fees. In the event either Party finds it necessary to bring any action at law or other proceeding against the other Party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the Party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other Party and, in the event any judgment is secured by said prevailing Party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

12. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

13. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

14. Time is of the Essence. Time is of the essence in this Agreement.

15. Assignment. This Agreement may be assigned, in whole or in part, by the Developer only upon the prior written approval of the City, as evidenced by the City Manager's signature thereon, which approval shall not be unreasonably withheld by the City.

16. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein.

17. Amendment. No amendment or waiver of any provision in this Agreement will be binding (i) on the City unless and until it has been approved by the City Council and has become effective or (ii) on the Developer unless and until it has been executed by an authorized representative.

18. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

19. Severability. Each provision of this Agreement is deemed to be valid and and will be enforced to the extent permitted by law. However, if any provision in this Agreement (or the application of the same) is, to any extent, found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (or the application of that provision to circumstances other than those to which it is found to be invalid or unenforceable) will not be affected by that judicial determination of invalidity or unenforceability, if the remaining provisions permit the Parties to achieve the practical and proportional benefits and obligations contemplated by this Agreeement. If that is not the case, the Parties agree to negotiate in good faith for such amendments to this Agreement as may be necessary to achieve the full intent of those mutual benefits and obligations herein contemplated.

20. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the Parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained.

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

[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]

"**Developer**"

COLDWATER INDUSTRIAL ASSOCIATES, LLC,
a Delaware limited liability company

By: Lion-TCC Development II, LLC,
a Delaware limited liability company
its Sole Member

By: TC Industrial Associates, Inc.,
a Delaware corporation
its Managing Member

By_____
Donald J. Mahoney, Vice President

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2012, by Donald J. Mahoney, Vice President of TC Industrial Associates, Inc., a Delaware corporation, the Managing Member of Lion-TCC Development II, LLC, a Delaware limited liability company, the Sole Member of Coldwater Industrial Associates, LLC, a Delaware limited liability company.

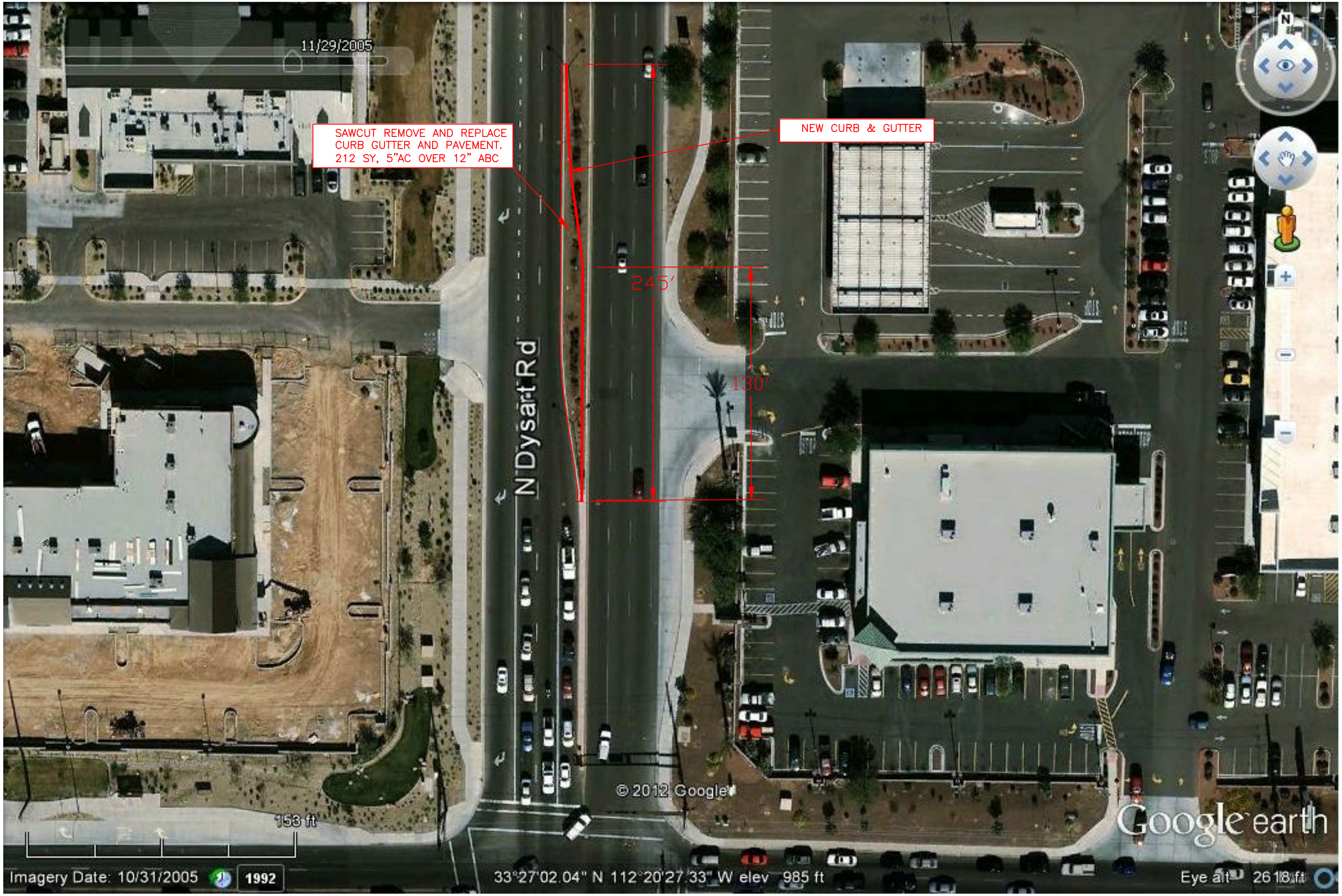
_____
Notary Public in and for the State of _____

(affix notary seal here)

EXHIBIT A
TO
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
COLDWATER INDUSTRIAL ASSOCIATES, LLC

[Project Improvements Sketch and Cost Estimate]

See following pages.


11/29/2005
SAWCUT REMOVE AND REPLACE
CURB GUTTER AND PAVEMENT.
212 SY, 5"AC OVER 12" ABC
NEW CURB & GUTTER
245'
130'
N Dysart Rd
153 ft
© 2012 Google
Google earth
Imagery Date: 10/31/2005
1992
33°27'02.04" N 112°20'27.33" W elev 985 ft
Eye alt 2618 ft

PROJECT DATA

COLDWATER DEPOT LOGISITCS CENTER

Avondale, AZ

REVISION: none
DATE: none
BY: Scott Brotherson
FILE NAME: Coldwater Depot, site options, 16

	130' EXTENSION TO SOUTHBOUND LEFT TURN LANE @ DYSART AND VAN BUREN										
ASSUMPTIONS											
DESCRIPTION	QUANT.	UNIT	LABOR UNIT	MATER. UNIT	EQUIP. UNIT	SUB CONTRACT UNIT	Labor total	Material total	Equip. total	sub contract total	TOTAL
TRAFFIC CONTROL, BARRICADES	1	LS				25,000.00	0	0	0	25,000	25,000
TRAFFIC CONTROL, POLICE	1	LS				15,000.00	0	0	0	15,000	15,000
DEMO - CURB / GUTTER	245	LF				3.00	0	0	0	735	735
DEMO - SAWCUT ASPHALT	245	LF				20.00	0	0	0	4,900	4,900
DEMO - LANDSCAPE ISLAND	1,960	SF				4.00	0	0	0	7,840	7,840
REPAIR ELECTRICAL	1	LS				5,000.00	0	0	0	5,000	5,000
PREPARE SUBGRADE	283	CY				65.00	0	0	0	18,373	18,373
INSTALL CURB & GUTTER	245	LF				28.00	0	0	0	6,860	6,860
ASPHALT PAVING	212	SY				105.00	0	0	0	22,260	22,260
LANDSCAPING REPAIRS	1	LS				1,500.00	0	0	0	1,500	1,500
STAMPED PAVING	260	SF				18.00	0	0	0	4,680	4,680
TRAFFIC SIGNAL SENSORS & REPAIRS ALLOW	1	LS				10,000.00	0	0	0	10,000	10,000
RESTRIPE	245	LF				25.00	0	0	0	6,125	6,125
SUB TOTAL							**0**	**0**	**0**	**128,273**	**128,273**
GENERAL CONDITIONS	1	LS				25,000.00	0	0	0	25,000	25,000
BUILDERS RISK INSURANCE	1	LS				218.96	0	0	0	219	219
LIABILITY INSURANCE	1	LS				911.74	0	0	0	912	912
PERFORMANCE & PAYMENT BOND	1	LS				0.00	0	0	0	0	0
CONTINGENCY	1	LS				8,973.85	0	0	0	8,974	8,974
SUB TOTAL							**0**	**0**	**0**	**163,378**	**163,378**
CONTRACTORS FEE	1	LS				4,666.40	0	0	0	4,666	4,666
SUB TOTAL							**0**	**0**	**0**	**168,044**	**168,044**
SALES TAX	1	LS				11,432.68	0	0	0	11,433	11,433
TOTAL							**0**	**0**	**0**	**179,477**	**179,477**

$180,000 divided by 130LF extension = $1,384.62 per LF

City of Avondale: 50LF x $1,384.62 per LF = $ 69,231
Coldwater Depot: 80LF x $1,384.62 per LF = $110,769

TOTAL $180,000

EXHIBIT B
TO
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
COLDWATER INDUSTRIAL ASSOCIATES, LLC

[Plan Documents and Cost Estimate]

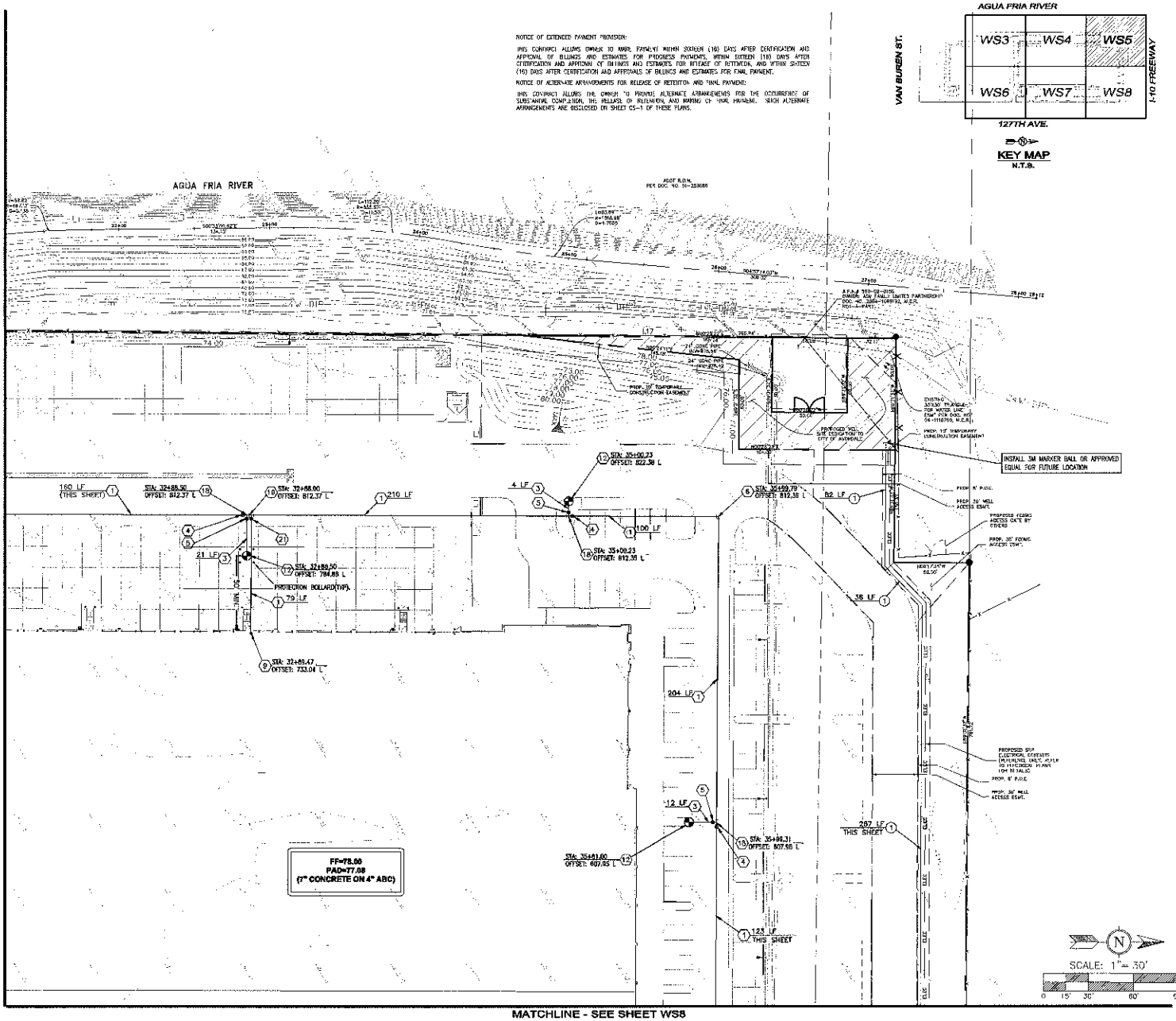
See following pages.

NOTICE OF EXTENDED PAYMENT PROVISION:

THIS CONTRACT ALLOWS OWNER TO MAKE PAYMENT WITHIN SIXTEEN (16) DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS AND ESTIMATES FOR PROGRESS PAYMENTS, WITHIN SIXTEEN (16) DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS AND ESTIMATES FOR RELEASE OF RETENTION, AND WITHIN SIXTEEN (16) DAYS AFTER CERTIFICATION AND APPROVALS OF BILLINGS AND ESTIMATES FOR FINAL PAYMENT.

NOTICE OF ALTERNATE ARRANGEMENTS FOR RELEASE OF RETENTION AND FINAL PAYMENT:

THIS CONTRACT ALLOWS THE OWNER TO PROVIDE ALTERNATE ARRANGEMENTS FOR THE OCCURRENCE OF SUBSTANTIAL COMPLETION, THE RELEASE OF RETENTION, AND MAKING OF FINAL PAYMENT. SUCH ALTERNATE ARRANGEMENTS ARE DISCLOSED ON SHEET CS-1 OF THESE PLANS.



PRIVATE WATER & FIRE LINE CONSTRUCTION NOTES

1. INSTALL 12-INCH D.I.P. CLASS 350 FIRE LINE. LENGTH AS INDICATED ON PLAN. IN ACCORDANCE WITH COA SPEC. 510, COA STD. DET. A1101, AND MAG SPEC. 601. ALL PIPE SHALL BE POLYETHYLENE WRAPPED PER AWWA C105 AND C600.
2. INSTALL 10-INCH D.I.P. CLASS 350 FIRE LINE. LENGTH AS INDICATED ON PLAN. IN ACCORDANCE WITH COA SPEC. 510 COA STD. DET. A1101, AND MAG SPEC. 601. ALL PIPE SHALL BE POLYETHYLENE WRAPPED PER AWWA C105 AND C600.
3. INSTALL 6-INCH D.I.P. CLASS 350 FIRE LINE. LENGTH AS INDICATED ON PLAN. IN ACCORDANCE WITH COA SPEC. 510 COA STD. DET. A1101, AND MAG SPEC. 601. ALL PIPE SHALL BE POLYETHYLENE WRAPPED PER AWWA C105 AND C600.
4. INSTALL 12-INCH VALVE, BOX AND COVER PER COA STD. DET. A1310.
5. INSTALL 6-INCH VALVE, BOX AND COVER PER COA STD. DET. A1310.
6. INSTALL 12-INCH, 90° BEND. RESTRAINED JOINTS PER MAG STD DET. 303-1 AND 303-2.
7. INSTALL 12-INCH, 45° BEND. RESTRAINED JOINTS PER MAG STD DET. 303-1 AND 303-2.
8. INSTALL 6-INCH, 90° BEND. RESTRAINED JOINTS PER MAG STD DET. 303-1 AND 303-2.
9. INSTALL FIRE RISER TO 12-INCHES ABOVE FINISHED FLOOR. REFER TO FIRE PROTECTION PLANS FOR CONTINUATION. SEE DETAIL ON SHEET WS2.
10. INSTALL FIRE DEPARTMENT CONNECTION WITH CITY OF AVONDALE THREADS. REFER TO ARCHITECTURAL PLANS AND FIRE PROTECTION PLANS FOR EXACT LOCATION AND DETAILS
11. INSTALL 12-INCH, DOUBLE CHECK BACKFLOW PREVENTOR PER COA STD. DET. A1329.
12. INSTALL FIRE HYDRANT COMPLETE PER COA STD. DET. A1361. HYDRANT LOCATION PER COA STD DET. A1360 (EXCEPT IN TRUCK COURT). RESTRAINED JOINTS PER MAG STD DET. 303-1 AND 303-2.
13. INSTALL CURB STOP PER MAG, STD. DET. 390 TYPE "A" FOR FUTURE WATER LINE CONNECTION
14. INSTALL 2 1/2" REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY PER COA STD. DET. A1329 MODIFIED.
15. INSTALL 2 1/2" PVC SCH-40 WATER SERVICE.
16. INSTALL PIPE TO WITHIN 5' OF BUILDING. REFER TO PLUMBING PLAN FOR CONTINUATION INTO BUILDING.
17. INSTALL 12"x12" TEE. RESTRAINED JOINTS PER MAG STD DET. 303-1 AND 303-2.
18. INSTALL 12"x6" TEE. RESTRAINED JOINTS PER MAG STD DET. 303-1 AND 303-2.
19. INSTALL 12"x10" TEE. RESTRAINED JOINTS PER MAG STD DET. 303-1 AND 303-2.
20. CAP WATER FOR FUTURE CONNECTION.
21. INSTALL 10-INCH VALVE, BOX AND COVER PER COA STD. DET. A1310.
22. CONNECT TO 12" STUB-SEE OFFSITE PLAN FOR CONTINUATION.
23. VERTICAL REALIGN WATER LINE PER M.A.G. STD. DET. 370 TO COMPLY WITH SEPARATION REQUIREMENTS PER M.A.G. STD. DET. 404. SPECIAL PROTECTION REQUIRED PER M.A.G. STD. DET. 404.
24. FIRE PUMP HOUSE-SEE ARCH. AND MECH. PLANS FOR DETAILS.
25. INSTALL 1-1/2" REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY PER COA STD. DET. A1329 MODIFIED.

SEWER CONSTRUCTION NOTES

1. INSTALL 6" PVC SDR 35 SEWER LINE, LENGTH AND SLOPE AS SHOWN ON PLAN.
2. INSTALL SEWER LINE TO WITHIN 5' OF BUILDING. SEE PLUMBING PLAN FOR CONTINUATION INTO BUILDING.
3. INSTALL 6' DIAMETER SEWER MANHOLE PER MAG STD DET. 420-1.
4. INSTALL 3" D.I.P. FORCE MAIN. LENGTH AND SLOPE AS SHOWN ON PLAN. ALL PIPE SHALL BE POLYETHYLENE WRAPPED.
5. CAP SEWER FOR FUTURE CONNECTION.
6. INSTALL COMPLETE SEWER PUMP STATION. PUMP STATION SHALL CONSIST OF DUPLEX 3W MYERS PUMPS, MODEL#3V3044-43, WITH A CAPACITY OF 110 GPM AT A TOTAL HEAD OF 33 FEET. PUMPS SHALL BE PLACED IN A 60"x257" ALUMINUM BASIN, OR APPROVED EQUAL. THE PUMPS SHALL BE EQUIPPED WITH A SRA-300 LIFT OUT RAIL SYSTEM. A SEPARATE 48"x96" VALVE VAULT SHALL BE INSTALLED WITH (2) 3" PLUG VALVES AND (2) 3" LEVER/WEIGHT VALVES. ALL SEWER PUMP STATION PIPE SHALL BE D.I.P. THE CONTROL PANEL SHALL BE MYERS CDL OS, CNE, CMNVS OR CMNV4 CONTROL PANEL WITH NEMA 4 DEAD-FRONT ENCLOSURE. AN ODOR CONTROL DEVICE CONSISTING OF A PURAFIL DRUM SCRUBBER MODEL ECO-100, OR APPROVED EQUAL SHALL BE INSTALLED ON TOP OF THE WET WELL. A CHATTERBOX AUTO-DIALER SHALL BE INSTALLED IN THE CONTROL PANEL WITH EMERGENCY CONTACT PHONE NUMBERS PROGRAMMED IN CASE OF HIGH WATER ALARM. THE CONTROL PANEL AND AUTO-DIALER SHALL BE ON BATTERY BACK-UP IN CASE OF POWER FAILURE. SEE DETAIL ON SHEET WS2.
7. INSTALL DROP SEWER CONNECTION PER MAG STD DET. 426.
8. INSTALL 4" PVC SDR 26 SEWER LINE, LENGTH AND SLOPE AS SHOWN ON PLAN.
9. INSTALL 6" PVC SDR 26 SEWER LINE, LENGTH AND SLOPE AS SHOWN ON PLAN.
10. INSTALL SEWER CLEANOUT PER MAG STD DET. 441.
11. INSTALL 3-INCH, 90° BEND. RESTRAINED JOINTS PER MAG STD DET. 303-1 AND 303-2.

PUBLIC WATER LINE NOTES

1. INSTALL 2" COPPER WATER SERVICE LINE PER COA STD. DET. A1300.

NOTES:

1. CONTRACTOR SHALL VERIFY EXACT LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO CONSTRUCTION AND CONTACT ENGINEER IMMEDIATELY IF ANYTHING DIFFERENT THAN SHOWN.
2. PROPOSED 12" WATER & FIRE LINE TO INSTALLED WITH A MINIMUM 4' OF COVER.
3. PROPOSED 6", 8" & 10" WATER & FIRE LINES TO INSTALLED WITH A MINIMUM 3' OF COVER.
4. MAINTAIN 2'-6" MINIMUM VERTICAL CLEARANCE BETWEEN WATER AND SEWER LINES.
5. ALL STATIONS AND OFFSETS ARE BASED ON 127TH AVENUE MONUMENT LINE. STATION 10+00.0 IS LOCATED AT INTERSECTION OF 127TH AVE. & VAN BUREN STREET.
6. MINIMUM COVER FOR ANY SEWER LINE IS 3'-0".

TWL = ELEVATION @ TOP OF WATER LINE
BWL = ELEVATION @ BOTTOM OF WATER LINE
TSL = ELEVATION @ TOP OF SEWER LINE
BSL = ELEVATION @ BOTTOM OF SEWER LINE
TSD = ELEVATION @ TOP OF STORM DRAIN
BSD = ELEVATION @ BOTTOM OF STORM DRAIN

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE ARIZONA 10-MINS)

EME
Erickson & Meeks Engineering, L.L.C.
19444 N. 32nd Street
Suite 6
Phoenix, Arizona 85032
Phone: (602) 569-0683
Fax: (602) 569-0493

COLDWATER DEPOT LOGISTICS CENTER
AVONDALE, ARIZONA
WATER, SEWER & FIRELINE IMPROVEMENT PLANS

REVISIONS

DATE:	05/30/12
PROJ. NO:	211-011
DESIGN:	JE
DRAWN:	JG
CHECK:	JE
SCALE:	1"=30'
CAD FILE:	1111ws05

WS5

MATCHLINE - SEE SHEET WS5

MATCHLINE - SEE SHEET WS7

FF=75.00
PAD=77.08
(7" CONCRETE ON 4" ABC)

127TH AVE.

CONNECT TO 2" WATER STUB SEE OFFSITE PLANS FOR DETAILS

SCALE: 1"= 30'

0 15' 30' 60' 90'

PRIVATE WATER & FIRE LINE CONSTRUCTION NOTES

1. INSTALL 12-INCH D.I.P. CLASS 350 FIRE LINE. LENGTH AS INDICATED ON PLAN. IN ACCORDANCE WITH COA SPEC. 610, COA STD. DET. A1101, AND MAG SPEC. 601. ALL PIPE SHALL BE POLYETHYLENE WRAPPED PER AWWA C105 AND C600.
2. INSTALL 10-INCH D.I.P. CLASS 350 FIRE LINE. LENGTH AS INDICATED ON PLAN. IN ACCORDANCE WITH COA SPEC. 610 COA STD. DET. A1101, AND MAG SPEC. 601. ALL PIPE SHALL BE POLYETHYLENE WRAPPED PER AWWA C105 AND C600.
3. INSTALL 8-INCH D.I.P. CLASS 350 FIRE LINE. LENGTH AS INDICATED ON PLAN. IN ACCORDANCE WITH COA SPEC. 610 COA STD. DET. A1101, AND MAG SPEC. 601. ALL PIPE SHALL BE POLYETHYLENE WRAPPED PER AWWA C105 AND C600.
4. INSTALL 12-INCH VALVE, BOX AND COVER PER COA STD. DET. A1310.
5. INSTALL 8-INCH VALVE, BOX AND COVER PER COA STD. DET. A1310.
6. INSTALL 12-INCH, 30° BEND. RESTRAINED JOINTS PER MAG STD DET. 303-1 AND 303-2.
7. INSTALL 12-INCH, 45° BEND. RESTRAINED JOINTS PER MAG STD DET. 303-1 AND 303-2.
8. INSTALL 8-INCH, 90° BEND. RESTRAINED JOINTS PER MAG STD DET. 303-1 AND 303-2.
9. INSTALL FIRE RISER TO 12-INCHES ABOVE FINISHED FLOOR. REFER TO FIRE PROTECTION PLANS FOR CONTINUATION. SEE DETAIL ON SHEET WS2.
10. INSTALL FIRE DEPARTMENT CONNECTION WITH CITY OF AVONDALE THREADS. REFER TO ARCHITECTURAL PLANS AND FIRE PROTECTION PLANS FOR EXACT LOCATION AND DETAILS
11. INSTALL 12-INCH DOUBLE CHECK BACKFLOW PREVENTOR PER COA STD. DET. A1325.
12. INSTALL FIRE HYDRANT COMPLETE PER COA STD. DET. A1361. HYDRANT LOCATION PER COA STD. DET. A-340 (EXCEPT IN CUL-DE-SAC COURT). REFLECTORIZED MARKERS PER MAG STD DET. 303-1 AND 303-2.
13. INSTALL CURB STOP PER MAG. STD. DET. 390 TYPE "A" FOR FUTURE WATER LINE CONNECTION.
14. INSTALL 2 1/2" REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY PER COA STD. DET. A1326 MODIFIED.
15. INSTALL 2 1/2" PVC SCH-40 WATER SERVICE.
16. INSTALL PIPE TO WITHIN 5' OF BUILDING. REFER TO PLUMBING PLAN FOR CONTINUATION INTO BUILDING.
17. INSTALL 12"x12" TEE. RESTRAINED JOINTS PER MAG STD DET. 303-1 AND 303-2.
18. INSTALL 12"x6" TEE. RESTRAINED JOINTS PER MAG STD DET. 303-1 AND 303-2.
19. INSTALL 12"x10" TEE. RESTRAINED JOINTS PER MAG STD DET. 303-1 AND 303-2.
20. CAP WATER FOR FUTURE CONNECTION.
21. INSTALL 10-INCH VALVE, BOX AND COVER PER COA STD. DET. A1310.
22. CONNECT TO 12" STUB-SEE OFFSITE PLAN FOR CONTINUATION.
23. VERTICAL REALIGN WATER LINE PER M.A.G. STD. DET. 370 TO COMPLY WITH SEPARATION REQUIREMENTS PER M.A.G. STD. DET. 404. SPECIAL PROTECTION REQUIRED PER M.A.G. STD. DET. 404.
24. FIRE PUMP HOUSE-SEE ARCH. AND MECH. PLANS FOR DETAILS.
25. INSTALL 1 1/2" REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY PER COA STD. DET. A1326 MODIFIED.

SEWER CONSTRUCTION NOTES

1. INSTALL 8" PVC SDR 35 SEWER LINE. LENGTH AND SLOPE AS SHOWN ON PLAN.
2. INSTALL SEWER LINE TO WITHIN 5' OF BUILDING. SEE PLUMBING PLAN FOR CONTINUATION INTO BUILDING.
3. INSTALL 5' DIAMETER SEWER MAN-HOLE PER MAG STD DET. 420-1.
4. INSTALL 3" D.I.P. FORCE MAIN. LENGTH AND SLOPE AS SHOWN ON PLAN. ALL PIPE SHALL BE POLYETHYLENE WRAPPED.
5. CAP SEWER FOR FUTURE CONNECTION.
6. INSTALL COMPLETE SEWER PUMP STATION. PUMP STATION SHALL CONSIST OF DUPLEX 3V MYERS PUMPS, MODEL#3VSCM4 45, WITH A CAPACITY OF 110 GPM AT A TOTAL HEAD OF 33 FEET. PUMPS SHALL BE PLACED IN A 60"x25'7" ALUMINUM BASIN, OF APPROVED EQUAL. THE PUMPS SHALL BE EQUIPPED WITH A SRA-300 LIFT OUT RAIL SYSTEM. A SEPARATE 48"DIA. VALVE VAULT SHALL BE INSTALLED WITH (2) 4" PLUG VALVES AND (2) 3" LEVER/WEIGHT VALVES. ALL SEWER PUMP STATION PIPE SHALL BE D.I.P. THE CONTROL PANEL SHALL BE MYERS COL, CO, CHC, CW-45 OR CWHA/ CONTROL PANEL WITH NEMA 4 DEAD-FRONT ENCLOSURE. AN ODOR CONTROL DEVICE CONSISTING OF A PURAFIL DRUM SCRUBBER MODEL ESR-150, OR APPROVED EQUAL, SHALL BE INSTALLED ON TOP OF THE WET WELL. A CHATTANOOGA AUTO-DIALER SHALL BE INSTALLED IN THE CONTROL PANEL WITH EMERGENCY CONTACT PHONE NUMBERS PROGRAMMED IN CASE OF HIGH WATER ALARM. THE CONTROL PANEL AND AUTO-DIALER SHALL BE ON BATTERY BACK-UP IN CASE OF POWER FAILURE. SEE DETAIL ON SHEET WS2.
7. INSTALL 2"PVC SEWER CONNECTION PER MAG STD DET. 426.
8. INSTALL 4" PVC SDR 26 SEWER LINE. LENGTH AND SLOPE AS SHOWN ON PLAN.
9. INSTALL 6" PVC SDR 26 SEWER LINE. LENGTH AND SLOPE AS SHOWN ON PLAN.
10. INSTALL SEWER CLEANOUT PER MAG STD DET. 441.
11. INSTALL 3-INCH, 90° BEND. RESTRAINED JOINTS PER MAG STD DET. 303-1 AND 303-2.

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NOTES:

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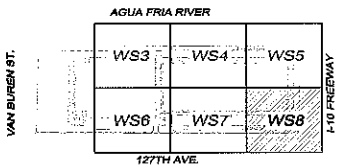
BWL = ELEVATION @ BOTTOM OF WATER LINE
TSL = ELEVATION @ TOP OF SEWER LINE
BSL = ELEVATION @ BOTTOM OF SEWER LINE
TSD = ELEVATION @ TOP OF STORM DRAIN
BSD = ELEVATION @ BOTTOM OF STORM DRAIN

NOTICE OF EXTENDED PAYMENT PROVISION:

THIS CONTRACT ALLOWS OWNER TO MAKE PAYMENT WITHIN SIXTEEN (16) DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS AND ESTIMATES FOR PROGRESS PAYMENTS, WITHIN SIXTEEN (16) DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS AND ESTIMATES FOR RELEASE OF RETENTION, AND WITHIN SIXTEEN (16) DAYS AFTER CERTIFICATION AND APPROVALS OF BILLINGS AND ESTIMATES FOR FINAL PAYMENT.

NOTICE OF ALTERNATE ARRANGEMENTS FOR RELEASE OF RETENTION AND FINAL PAYMENT:

THIS CONTRACT ALLOWS THE OWNER TO PROVIDE ALTERNATE ARRANGEMENTS FOR THE OCCURRENCE OF SUBSTANTIAL COMPLETION, THE RELEASE OF RETENTION, AND MAKING OF FINAL PAYMENT. SUCH ALTERNATE ARRANGEMENTS ARE DISCLOSED ON SHEET CS-1 OF THESE PLANS.



KEY MAP
N.T.S.

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(STATE WIDE/ON COUNTY)

EME

Erickson & Meeks Engineering, L.L.C.
13444 N. 32nd Street
Suite 6
Phoenix, Arizona 85032
Phone: (602) 569-0593
Fax: (602) 569-0493

COLDWATER DEPOT LOGISTICS CENTER
AVONDALE, ARIZONA
WATER, SEWER & FIRELINE IMPROVEMENT PLANS

REVISIONS

DATE:	05/30/12
PROJ. NO:	219-013
DESIGN:	JE
DRAWN:	JG
CHECK:	JE
SCALE:	1"=30'
CAD FILE:	1111ws08

WS8
8 of 8

Voluntary Alternates

PROJECT DATA

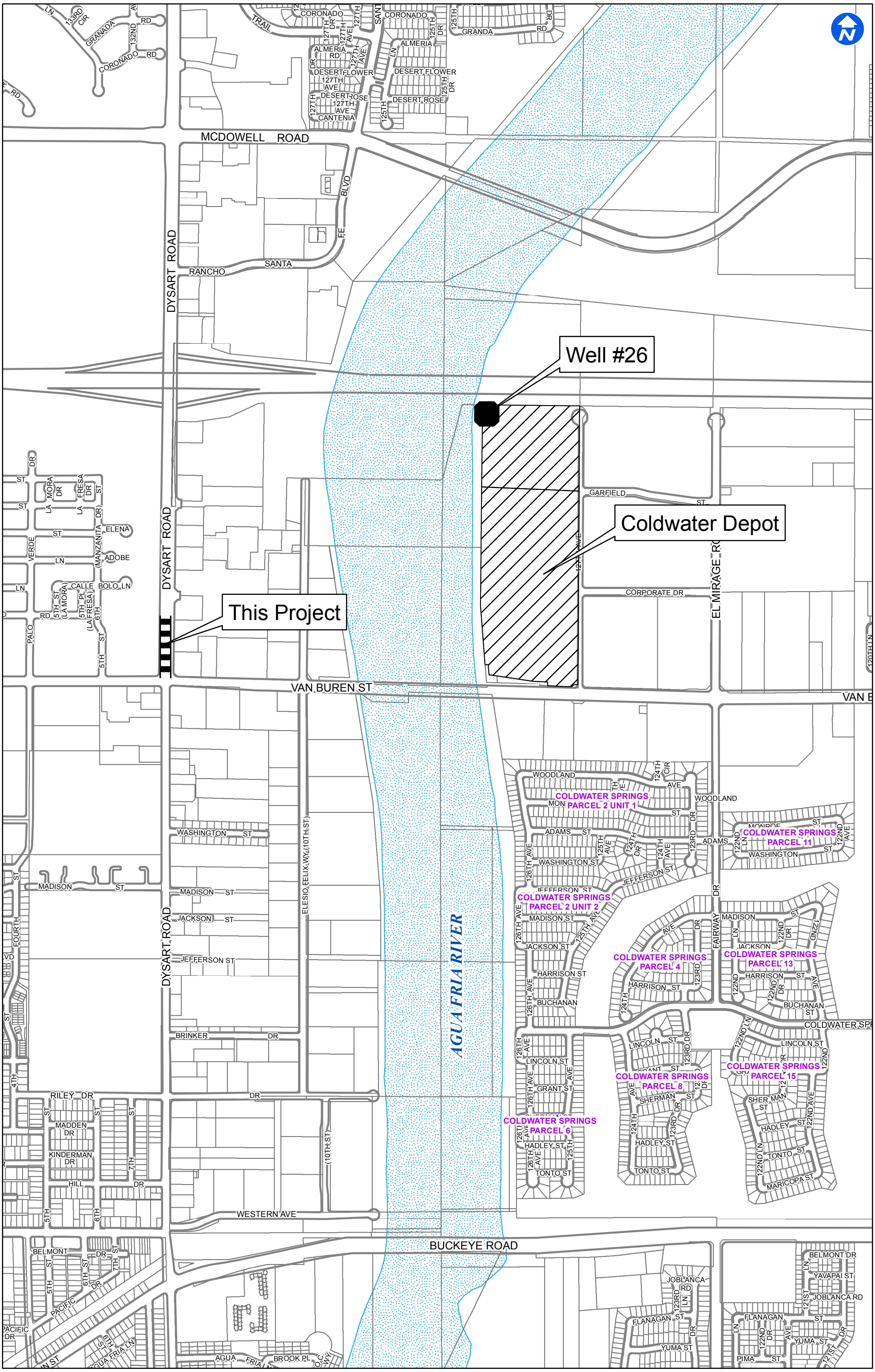
Coldwater Depot Interim Improvements

Avondale, AZ

REVISION: none
DATE: none
BY: Scott Brotherson

FILE NAME: Coldwater Depot, site options, 16

ALTERNATE	ADDED CONDUIT AND WATER TO FUTURE WELL SITE										
ASSUMPTIONS											
DESCRIPTION	QUANT.	UNIT	LABOR UNIT	MATER. UNIT	EQUIP. UNIT	SUB CONTRACT UNIT	Labor total	Material total	Equip. total	sub contract total	TOTAL
WATER, 2" COPPER @ 1280LF, 460LF TRENCH	1	LS				31,261.00	0	0	0	31,261	31,261
CONDUITS, 3 - 3" PVC AT 1120LF, 820LF TRENCH	1	LS				41,200.00	0	0	0	41,200	41,200
SUB TOTAL							**0**	**0**	**0**	**72,461**	**72,461**
GENERAL CONDITIONS	0	LS				0.00	0	0	0	0	0
BUILDERS RISK INSURANCE	1	LS				103.52	0	0	0	104	104
LIABILITY INSURANCE	1	LS				431.03	0	0	0	431	431
PERFORMANCE & PAYMENT BOND	1	LS				0.00	0	0	0	0	0
CONTINGENCY	1	LS				4,242.45	0	0	0	4,242	4,242
SUB TOTAL							**0**	**0**	**0**	**77,238**	**77,238**
CONTRACTORS FEE	1	LS				2,206.07	0	0	0	2,206	2,206
SUB TOTAL							**0**	**0**	**0**	**79,444**	**79,444**
SALES TAX	1	LS				5,404.88	0	0	0	5,405	5,405
TOTAL							**0**	**0**	**0**	**84,849**	**84,849**



Prepared by: GIS Division of Public Works - September 2012

City of Avondale
Dysart Improvements

CITY COUNCIL REPORT

SUBJECT:
First Amendment - Brooks Bros. Utility Contractors, LLC for Streetlight Pole Installation Services

MEETING DATE:
October 1, 2012

TO: Mayor and Council

FROM: Charles Andrews, P.E., Assistant City Engineer, 623-333-4216

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the First Amendment to the contract with Brooks Bros. Utility Contractors, LLC to perform streetlight pole installation services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City owns, operates and maintains approximately 7,800 streetlights within the Avondale City limits. Traffic Engineering staff complete the streetlight repairs with the exception of pole knockdowns/replacements. Knockdowns are considered streetlight poles that are completely damaged and must be replaced. Staff does not have the equipment necessary to replace knocked down or corroded streetlight poles with the installation of new poles.

DISCUSSION:

On February 22, 2011, Council approved a Contract with Brooks Bros. Utility Contractors, LLC for streetlight pole installation services. The Contract was in the amount of $15,000 per year for a period of one (1) year with an option to renew up to four (4) additional one (1) year terms. The Contract amount was based upon an estimate that approximately 10-12 streetlights would be replaced annually.

The City is currently in the second year of the contract. During the term of this contract, the City has received exceptional service from Brooks Bros. Utility Contractors, LLC. However, over the last eight (8) months, there have been a total of 16 knockdowns. Each knockdown varies in the nature of the repair and supplies/serives required (direct bury style pole vs. foundation style pole, supply and installation of foundation, supply and installation of PVC tubing, supply and installation of conduit, and/or supply and installation of pull boxes). The cost of these repairs can range from $1,250 - $2,700 per pole. The rate of knockdowns per year is unpredictable. However, if the number of knockdowns continues at the current rate, the City would replace approximately 24 poles annually for a potential amount not to exceed $65,000.

The proposed first amendment will increase the annual contract to an amount not to exceed $65,000. The Amendment will also extend the term of the contract through June 30, 2013 so that it coincides with the fiscal year.

BUDGETARY IMPACT:

Funding for the replacement of damaged streetlight poles as a result of traffic accidents is available in Risk Management Line Item No. 605-5165-00-6480. Funding for streetlight pole upgrades or new installs is available in the respective Capital Improvement Program project line item. The City is currently in the second year of the contract with an option to renew up to three (3) additional one (1)

year terms. Subject to annual budget approval, the aggregate cost to include this year and the remaining three (3) years is $260,000.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the Contract with Brooks Bros. Utility Contractors, LLC to perform streetlight pole installation services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- First Amendment

FIRST AMENDMENT
TO
CONTRACT NO. 13186
BETWEEN
THE CITY OF AVONDALE
AND
BROOKS BROS UTILITY CONTRACTORS LLC

THIS FIRST AMENDMENT TO CONTRACT NO. 13186 (this "First Amendment") is made as of September 17, 2012 between the City of Avondale, an Arizona municipal corporation (the "City"), and Brooks Bros Utility Contractors LLC, an Arizona limited liability company (the "Contractor").

RECITALS

A. The City issued Invitation for Bids EN 11-039 (the "IFB") seeking bids from contractors to perform streetlight pole installation services for replacement of damaged, vandalized or other necessary streetlight poles (the "Services"). The Contractor responded to the IFB and the City and Contractor entered into Contract No. 13186, dated February 24, 2011, and extended by letter dated February 7, 2012, for the provision of the Services (collectively, the "Contract"), true and correct copies of which are on file with the City Engineer. All of the capitalized terms not otherwise defined in this First Amendment have the same respective meanings as contained in the Contract.

B. The City has determined that additional Services by the Contractor are necessary.

C. The City and the Contractor desire to enter into this First Amendment to (i) provide for an increase in the contract amount to compensate the Contractor for the additional Services and (ii) extend the term of the Contract.

AGREEMENT

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

1. Term. The term of the Contract is hereby extended through June 30, 2013.

2. Compensation. The Contractor's total annual compensation under the Contract shall be increased by no more than $50,000.00, from $15,000.00 to $65,000.00 for the additional Services.

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 pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year 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]

"**Contractor**"

BROOKS BROS UTILITY CONTRACTORS LLC,
an Arizona limited liability company

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012, by _____ as _____ of BROOKS BROS UTILITY CONTRACTORS LLC, an Arizona limited liability company, on behalf of such company.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

CITY COUNCIL REPORT

SUBJECT:
Fourth Amendment to Software Support Services Agreement - Infor Global Solutions (Michigan), Inc.

MEETING DATE:
October 1, 2012

TO: Mayor and Council

FROM: Wayne Janis, Public Works Director (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting the City Council approve the fourth amendment to the software support services agreement with Infor Global Solutions (Michigan), Inc. for Enterprise Asset Management (EAM) annual technical support services not to exceed $44,625.46 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Infor's Enterprise Asset Management (EAM) application is currently being used by the Public Works and Engineering - Transportation Departments for tracking assets and work orders. In an effort to ensure continued operation of the asset management system, the City of Avondale has an annual support agreement with Infor Global Solutions for technical support services. These services include phone and on-line support for 24 (hours a day) x 7 (days a week) assistance for technical, application and customer service issues. The support services also include application updates, patches and service packs. Public Works and Information Technology staff have reviewed the support agreement amendment and concur it effectively covers the City's needs.

DISCUSSION:

The City of Avondale entered into a software support agreement, contract number 12325 with Infor Global Solutions on March 11, 2008. The agreement has a first amendment for annual software support from November 18, 2009 to November 17, 2010, a second amendment for annual software support from January 3, 2011 to November 17, 2011, a third amendment to upgrade EAM to version 8.5, another third amendment for annual support from November 18, 2011 to November 17, 2012 and now a fourth amendment for annual support from November 18, 2012 to November 17, 2013.

The annual support services cost is based on 17-concurrent licenses, 3- mobile named seats and 1-GIS module. The 17-concurrent license allows up to 17 users to log into EAM at one time. The 3-mobile licenses allow 3 named mobile users to login to EAM and the GIS module provides users the ability to view asset locations on a map.

BUDGETARY IMPACT:

Funding for the proposed software services agreement with Infor Global Solutions is available in the water, wastewater and engineering operating budgets, line item 503-9210-00-6325 (Wastewater Administration), 501-9110-00-6325 (Water Administration) and 201-5925-00-6325 (Traffic Engineering).

RECOMMENDATION:

Staff recommends the City Council approve the fourth amendment to software support services agreement with Infor Global Solutions (Michigan), Inc. for Enterprise Asset Management (EAM)

annual technical support services not to exceed $44,625.46 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- [Fourth Amendment to Software Support Agreement - Infor Global Solutions]

FOURTH AMENDMENT
TO
SOFTWARE SUPPORT AGREEMENT
BETWEEN
INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.
AND
THE CITY OF AVONDALE

THIS FOURTH AMENDMENT (this "Fourth Amendment") is made as of September 24, 2012, between the City of Avondale, an Arizona municipal corporation (the "Licensee") and Infor Global Solutions (Michigan), Inc., a Michigan corporation ("Infor").

RECITALS

A. The Licensee and Infor entered into a Software Support Agreement, Contract No. 12325, effective October 15, 2009, as amended by that certain First Amendment, effective as of October 15, 2009, in conjunction with that certain License Agreement, effective November 12, 2003, and that certain Order Form, effective October 15, 2009, as amended by that certain Second Amendment, dated January 3, 2011, and as amended by that certain Third Amendment, dated October 17, 2011, (collectively, the Software Support Agreement, First Amendment, License Agreement, Order Form, Second Amendment and Third Amendment are referred to herein as the "Existing Agreement"). All of the capitalized terms not otherwise defined in this Fourth Amendment have the same respective meanings as contained in the Existing Agreement.

B. The Licensee has determined that it is necessary to continue the software support services for the City's Datastream 7i System (the "Services").

C. The Licensee and Infor desire to enter into this Fourth Amendment to (i) extend the term of the Existing Agreement for the Services and (ii) provide for compensation to Infor for 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 Licensee and Infor hereby agree to amend the Existing Agreement as follows:

1. Term. The term of the Existing Agreement is hereby extended until November 17, 2013, unless terminated as otherwise provided pursuant to the terms and conditions of the Existing Agreement.

2. Scope of Services. Infor shall perform the Services as set forth on the Invoice, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Licensee shall pay Infor an annual aggregate amount not to exceed $44,625.46 for the Services at the rates as set forth in the Invoice, attached hereto as Exhibit A.

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

5. Non-Default. By executing this Fourth Amendment, Infor, to its knowledge without investigation, affirmatively (i) asserts that the Licensee is not currently in default, nor has been in default at any time prior to this Fourth Amendment, under any of the terms or conditions of the Agreement and (ii) waives any and all claims related to the Agreement occurring prior to this Fourth Amendment except for those based on any breach of confidentiality, Infor's intellectual property rights or misuse of any software licensed outside the scope of the license.

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

7. Conflict of Interest. This Fourth Amendment may be canceled by the Licensee pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

(ACKNOWLEDGEMENT)

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]

"Infor"

INFOR GLOBAL SOLUTIONS
MICHIGAN), INC., a Michigan
corporation

By: _____

Name: Gregory M. Giangiordano

Title: President & Sole Director

(ACKNOWLEDGEMENT)

STATE OF Pennsylvania
) ss.
COUNTY OF Chester)

This instrument was acknowledged before me on 25 SEPT., 2012, by G. M. Giangiordano as President/Director of INFOR GLOBAL SOLUTIONS (MICHIGAN), INC., a Michigan corporation, on behalf of the corporation.

NOTARIAL SEAL
JOYETTE TENNEH DEAN, NOTARY PUBLIC
MALVERN, CHESTER COUNTY
MY COMMISSION EXPIRES AUG. 16, 2014

(affix notary seal here)

Joyette Tenneh Dean
Notary Public in and for the State of
Pennsylvania

1823033.1

EXHIBIT A
TO
FOURTH AMENDMENT
TO
SOFTWARE SUPPORT AGREEMENT
BETWEEN
INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.
AND
THE CITY OF AVONDALE

[Invoice]

See following pages.

INFOR™

Invoice	Invoice Date	Due Date
P - 55327-US02D	08/10/2012	10/18/2012

Invoice

Bill to: City of Avondale
399 E Lower Buckeye Road
Avondale, AZ 85323-6809
USA
Attn: Kevin Hinderleider

Deliver To: City of Avondale
399 E Lwer Buckeye Road
Avondale, AZ 85323-6809
USA
Attn: License Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency	
93332			USD	Maintenance Renewal

Description	Quantity	Users	Amount
(93332-Avondale) Infor EAM Enterprise Edition - SQL - Maintenance 11/18/2012 - 11/17/2013	1	7	14,986.30
(93332-Avondale) Infor EAM Enterprise Edition - SQL - Maintenance 11/18/2012 - 11/17/2013	1	10	21,411.62
(93332-Avondale) Infor EAM Enterprise Edition Mobile - Maintenance 11/18/2012 - 11/17/2013	1	3	855.66
(93332-Avondale) Infor EAM Enterprise Edition GIS Module - Maintenance 11/18/2012 - 11/17/2013	1	1	4,335.85
TAX(Type RE - AZ)			3,036.03

Carry Forward 44,625.46

INFOR

Invoice	Invoice Date	Due Date
P - 55327-US02D	08/10/2012	10/18/2012

Invoice

		Carry Forward	44,625.46
Description	**Quantity**	**Users**	**Amount**

For renewal questions, please contact Kelly Bergfalk, Support Account Manager
Phone: +1 (864) 757-9352
Email: Kelly.Bergfalk@infor.com

Remit to:

Infor Global Solutions (Michigan), Inc.
NW 5421
PO Box 1450
Minneapolis, MN 55485-5421
USA
Cash.Applications@infor.com
Wire to: WELLS FARGO BANK, NA
ABA#: 121000248
Acct#: 4121023287

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
41,589.43	3,036.03	44,625.46

Payment Terms: See Due Date.

Special Instructions: For questions, please contact Infor at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total: USD 44,625.46

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004-8995 USA
678-319-8000 Federal Tax ID. # 38-3489088

For information on our new Xtreme Support Plans, contact your Support Account Manager or go to http://go.infor.com/xtreme-support.

CITY COUNCIL REPORT

SUBJECT:
Resolution 3075-1012 - Intergorvernmental Agreement with Tolleson Union High School District for School Resource Officer

MEETING DATE:
October 1, 2012

TO: Mayor and Council

FROM: Kevin Kotsur, Chief of Police (623) 333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the Tolleson Union High School District #214 and the City of Avondale to share the cost of providing a School Resource Officer (SRO) during the 2012/2013 school year, one SRO to Westview High School and one SRO to LaJoya High School and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In recent years school safety issues have been identified that are best addressed through the provision of a School Resource Officer (SRO) in the high schools located in Avondale. In 1994 the City of Avondale began to actively pursue alternative funding for the SRO program. Eventually, the School Districts and the City of Avondale made State and Federal grant requests to fund the SRO's. In October 2004, the concept of splitting the costs of an SRO with the respective Tolleson Union High School District was presented to the Avondale City Council and approved, in concept, in order to fund all future SRO's when grant funding is no longer available. This concept has also been approved by the Tolleson Union High School District for both Westview and LaJoya High Schools.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 01, 2012 through June 30, 2013 for Westview and LaJoya High Schools and it provides for direction, supervision and management of the assigned SRO, a separate one for each high school. The SRO program continues the partnership between the police department and the Westview and LaJoya High Schools. The SRO assigned to each school will work with school staff to coordinate a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRO will provide a positive police role model for the students as well as serving as a security advisor to school administrators.

The police department enjoys the benefit of having an SRO assigned to each school who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow up on criminal investigations involving the students attending their assigned high school, which provides relief to officers who would otherwise handle these follow up investigations.

BUDGETARY IMPACT:

The Tolleson Union High School District #214 has committed financially to fund half of the assigned SRO's salary, benefits, and school related overtime during the school year at Westview High School and the same for LaJoya High School. The cost sharing between the City of Avondale and the Tolleson Union High School District #214 is as follows:

LaJoya High School

- Total yearly salary and ERE for the assigned SRO at LaJoya High School is $77,300.
- Assuming a ten month school year, the cost to LaJoya High School would be $32,209.
- The City's cost would be $45,091 for LaJoya High School as the City of Avondale will pay half of the SRO's total salary and ERE, and two months of salary when school is out of session.

Westview High School

- Total yearly salary and ERE for the Assigned SRO at Westview High School is $76,400.
- Assuming a ten month school year, the cost to Westview High School would be $31,834.
- The City's cost would be $44,566 for Westview High School as the City of Avondale will pay half of the SRO's total salary and ERE, and two months of salary when school is out of session.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the Tolleson Union High School District #214 and the City of Avondale to share the cost of providing a School Resource Officer during the school year at an annual cost to the City of $89,657 and an annual cost to the Tolleson Union High School District of $64,043 for LaJoya and Westview High Schools and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3075-1012

RESOLUTION NO. 3075-1012

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR LA JOYA COMMUNITY HIGH SCHOOL AND WESTVIEW HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Tolleson Union High School District No. 214 relating to school resource officer services for La Joya Community High School and Westview High School (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, October 1, 2012.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3075-1012

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

(Westview High School and La Joya Community High School)

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of October 1, 2012 between the City of Avondale, an Arizona municipal corporation (the "City"), and the Tolleson Union High School District No. 214, an Arizona school district (the "District").

RECITALS

WHEREAS, the District has funding available through its American Recovery Reinvestment Act Education Jobs Fund (the "Grant") to fund fifty percent (50%) of the cost for school resource officer services (the "SRO Services") for La Joya Community High School and Westview High School (each a "School," collectively, the "Schools"); and

WHEREAS, the City has funding available in its operating budget to fund fifty percent (50%) of the cost for SRO Services at the Schools; and

WHEREAS, the City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO," collectively, the "SROs") to provide the SRO Services at the Schools; and

WHEREAS, the District is authorized by ARIZ. REV. STAT. § 15-342(13), ARIZ. REV. STAT. § 11-952, and the approval of its governing board to enter into this Agreement; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

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 parties hereby agree as follows:

SECTION I - OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

a. The City shall assign two police officers to the District to provide SRO Services at the Schools on an hourly basis as more particularly set forth herein. The City will endeavor to ensure that the SROs assigned to the District will be available for duty at their

assigned School for up to 40 hours each week that the School is in session (August 2012 through May 2013) during the term of this Agreement.

b. The City police officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the District. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business including, but not limited to, City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the District shall be invoiced as described in Section 2.1.

c. The SROs' activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(b) above and for:

1. Follow-up home visits when needed as a result of School-related problems.

2. Incentive programs approved by the parties.

3. In response to off-campus, but School-related, criminal activity.

4. Attendance at off-campus events or meetings at the School's request.

5. Attendance at training at the request of the District or School.

d. When School is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

e. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on District property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment. The City shall, within ten business days upon request by the District, provide a letter of verification to District of SRO's successful criminal records check.

f. Where applicable, the roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference.

g. Notwithstanding subsection 1.1(f) above, the parties acknowledge that the SRO Services provided at Westview and La Joya Community may include law related education ("LRE") presentations, functions or instruction as mutually agreed upon by the School administration and the City's Police Department liaisons.

1.2 Invoices; Salary Rates. The City shall invoice the District monthly, based upon SRO Services performed and completed to date. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Office prior to payment of any invoice to the City.

SECTION II - OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SRO's time spent at La Joya Community High School and Westview High School, including all overtime, must be substantiated by time cards and approved by the high schools' Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime. The District will not pay for any SRO Services for week-long school breaks in October, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties.

2.4 Removal of SRO. The District may request that an SRO be removed from a School if the District determines that the SRO poses a danger to the children at that School or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the District's concern for the safety of the children. Upon receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO

Services to the District under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the District shall be credited for each day an SRO is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been removed from the District because of allegations of unprofessional, illegal, or immoral conduct.

2.5 Status Meetings. By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 1, 2012 until June 30, 2013, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

3.3 Independent Contractor. The City 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 District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. District and City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason.

The District also has the right to terminate this Agreement immediately should the City increase the costs of SRO Services beyond those costs that existed in July 2012.

3.6 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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Charles P. McClendon, City Manager Facsimile: (623) 333-0100
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix Arizona 85004-2553 Attn: Andrew J. McGuire, Esq. Facsimile: (602) 340-1538
If to the District:	Tolleson Union High School District 9801 West Van Buren Street Tolleson, Arizona 85353
For Billing Purposes:	Attn: Mike Barragan Facsimile: (623) 478-4115
For All Other Matters:	Attn: Cheryl Burt Facsimile: (623) 478-4197
With a copy to:	Udall, Shumway & Lyons, P.L.C. 30 West First Street Mesa, Arizona 85203 Attn: Jessica S. Sanchez, Esq. Facsimile: (480) 833-9392

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission or e-mail during the normal business hours of the recipient, with proof of delivery. 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.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party are dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and the each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or District Board fails to appropriate money sufficient to meet the financial obligations 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 District shall be relieved of any subsequent obligation under this Agreement.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.10 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 Worker's Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by

the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 Sudan/Iran. Pursuant to ARIZ. REV. STAT. §§ 35-391, *et seq.* and 35-393.06, *et seq.*, the parties hereby warrant, and represent to each other that the parties and the parties' subcontractors do not have, and will not have a scrutinized business operation in either Sudan or Iran during the term of this Agreement.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Marie Lopez Rogers, Mayor

Date:_____

ATTEST:

_____
Carmen Martinez, City Clerk

"District"

TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214, an Arizona school district

By:_____
Lexi Cunningham, Superintendent

Date:_____

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

_____
Jessica S. Sanchez, Attorney for the District

_____
Andrew J. McGuire, Attorney for City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as positive role models to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established Mission and Values of the Avondale Police Department in the course of their duties at Avondale Schools. These Mission and Values set the tone and direction for Avondale Police employees to follow:

A. Mission - "Serving with Honor": The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. Accountability: All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. Customer Service: We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. Diversity: We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the

benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding "sworn" or "professional staff" positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. <u>Goals</u>.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide LRE counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.

2. Provide LRE counseling to students and parents to inform them of the law, theirs rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The La Joya Community High School and Westview High School principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SRO's as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO Program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with La Joya Community High School and Westview High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with La Joya Community High School and Westview High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs' are not

certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO Program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the

investigation of criminal offenses, conducting interviews and interrogations. Following up on assigned cases and making necessary arrests.

2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.

3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.

4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.

5. Serve on the School Safety Committee and collaborate on the development of the safe school plan.

6. Build a relationship with students, parents and staff that promote a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.

2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the La Joya Community High School and Westview High School Principal or designee:

a. Total hours of LRE classroom instruction

b. LRE topic and law enforcement

c. Teacher name and subject of each class where an LRE lesson is taught

d. Total hours of Law Enforcement/ Probation activity

e. Time spent per LRE lesson • Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff, and parents; in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff, and carry out the philosophy and goal of the City of Avondale SRO Program.
- Attend SRO Program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO's for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO's, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SRO's, once a month to discuss SRO performance and law enforcement related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO Program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO Program philosophy to all site staff.
2. Understands the SRO Program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.

5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, Operational Procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO Program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. <u>The Performance Evaluation</u>

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the officer's supervisor. The evaluation is meant to assist the officer and his/her supervisor in meeting the intent of the SRO Program and carrying out their duties. It is not meant to supplant the official evaluation process used by the officer's department or agency. Only officers that have performed in a satisfactory manner should be considered for further service in the SRO Program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

  If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)[1]

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies*.)

B. Possible Benefits. Law-Related Education is a component of the SRO Program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

- to explore and reflect on theirs and others' perspectives,
- to express and defend their views, to listen to the views of others,
- to develop arguments for both sides of an issue, to mediate, and
- to formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional

[1]Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system."

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education
www.ade.az.gov
Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education
http://azbf.org/AZFLSE/lre/lre.cfm
The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids
www.lawforkids.org
Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC)
http://www.azprevention.org/
APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE
http://jointogether.org
National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe
www.keepschoolssafe.org
A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)
www.nasro.org
Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA)
www.asroa.org
Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Clearinghouse for Alcohol and Drug Information
www.health.org
A comprehensive federal clearinghouse on alcohol and drug information.

National Dropout Prevention Center
www.dropoutprevention.org
Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools
www.nwrel.org
Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center
www.nssc1.org
Clearinghouse for school safety information.

National Youth Gang Center
www.iir.com/nygc
Provides information about gangs and effective responses to them.

Partners Against Violence – PAVNET Online
www.pavent.org
Clearinghouse of information about violence and youth-at-risk.

Office of Juvenile Justice and Delinquency Prevention
www.ncjrs.org
Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF)
www.crf-usa.org
Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC)
www.abanet.org
Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc.
www.streetlaw.org
Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT:
Resolution 3076-1012– Intergovernmental Agreement with Pendergast Elementary School District of Maricopa County

MEETING DATE:
October 1, 2012

TO: Mayor and Council

FROM: Charles Andrews, P.E., Assistant City Engineer, 623-333-4216

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 the Pendergast Elementary School District of Maricopa County (District) relating to the installation of compound water meters and backflow prevention devices and operation and maintenance of on-site water utility infrastructure, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The District would like to construct a new gymnasium and parking facilities adjacent to the Garden Lakes Elementary School (School) located at 10825 West Garden Lakes Parkway. The District has agreed to install certain compound water meters, backflow prevention devices and related appurtenances to serve the School and Gymnasium and improve domestic and fire emergency water service to the School and Gymnasium (Improvements).

In order to accomplish this, the District has agreed to assume, subject to the provisions of the IGA, all liabilities and obligations for maintenance and operation of on-site water utility infrastructure now or hereafter installed and serving the School and Gymnasium.

The City has agreed to pay certain fees relating to the Improvements and reimburse the District for installation of some of the Improvements as set forth in the IGA.

DISCUSSION:

The proposed IGA establishes the District's and the City's responsibilities. Per the IGA, the District will:

- Install two (2) new compound meters in accordance with the approved Site Plan.
- Install two (2) new reduced pressure backflow prevention devices in accordance with the approved Site Plan.
- Upon installation of the compound meters and City acceptance, invoice the City for reimbursement of the compound meters in an amount not to exceed $70,000.00, and contingency costs related to said installation in an amount not to exceed $3,478.00.
- Be responsible for all costs and expenses associated with the installation, maintenance and operation of the two (2) backflow prevention devices.
- Be responsible for all costs and expenses associated with the installation of the two (2) compound meters and any related appurtenances, which costs are above and beyond the City's reimbursement obligations.

The City will:

- Reimburse the District for the cost of the installation of the two (2) compound meters and any related appurtenances in an amount not to exceed $70,000, and contingency costs related to said installation in an amount not to exceed $3,478.00.
- Upon installation of the compound meters and City acceptance, pay the District within 30 days of invoice for installation of the two (2) compound meters.
- Be responsible for the water/sewer impact fee in an amount not to exceed $56,522.
- Be responsible for removing and retaining any existing compound meters on site, and removing the inside of any other meters on site, leaving the casing in place, before the certificate of occupancy is issued for the Gymnasium.
- Be responsible for the operation and maintenance of the public water supply, up through and including each compound meter.

Upon acceptance of the compound meters by the City, the City will permanently abandon any and all ownership of, interest in and responsibility for any water utility infrastructure, including, water meters, water pipes and water lines, located on or in the School and real property upon which the School and Gymnasium are located. This does not apply to the existing 3” compound meter installed by the City in 2011.

BUDGETARY IMPACT:

Funding in the amount of $56,522 for the water/sewer impact fee is available in Public Works Operating Budget, 501-9110-00-6190.

Funding in the amount of $73,478 for the cost of design, installation and contingency of two (2) compound meters is available in CIP Water Fund Line Item, 514-1057-00-8520, Citywide Water Improvements.

In accordance with the IGA, upon project completion the City will reimburse the District for costs incurred to construct and install these improvements at an amount not to exceed $73,478.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Pendergast Elementary School District of Maricopa County relating to the installation of compound water meters and backflow prevention devices and operation and maintenance of on-site water utility infrastructure, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3076-1012

RESOLUTION NO. 3076-1012

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH PENDERGAST ELEMENTARY SCHOOL DISTRICT OF MARICOPA COUNTY RELATING TO THE INSTALLATION OF COMPOUND WATER METERS AND BACKFLOW PREVENTION DEVICES, AND OPERATION AND MAINTENANCE OF ON-SITE WATER UTILITY INFRASTRUCTURE.

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

SECTION 1. The Intergovernmental Agreement with Pendergast Elementary School District of Maricopa County relating to the installation of compound water meters and backflow prevention devices and operation and maintenance of on-site water utility infrastructure (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, October 1, 2012.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3076-1012

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
PENDERGAST ELEMENTARY SCHOOL DISTRICT
AND
THE CITY OF AVONDALE

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of September 17, 2012, between the City of Avondale, an Arizona municipal corporation (the "City"), and Pendergast Elementary School District of Maricopa County, Arizona, a political subdivision of the State of Arizona (the "District").

RECITALS

A. The District will construct a new gymnasium and parking facilities on District property adjacent to the District's Garden Lakes Elementary School (the "School"), located at 10825 West Garden Lakes Parkway, Avondale, Arizona 85392 (the "Gymnasium").

B. The District has agreed to install certain compound water meters, backflow prevention devices and related appurtenances to serve the School and Gymnasium and improve domestic and fire emergency water service to the School and Gymnasium (the "Improvements").

C. The District has agreed to assume, subject to the provisions of this Agreement, all liabilities and obligations for maintenance and operation of on-site water utility infrastructure now or hereafter installed and serving the School and Gymnasium (the "On-Site Maintenance").

D. The City desires to pay certain fees relating to the Improvements and reimburse the District for installation of some of the Improvements as set forth in this Agreement.

E. The District and the City each has funding available from lawfully available sources to provide for each party's costs associated with this Agreement.

F. The District, as authorized under ARIZ. REV. STAT. §§ 11-951, *et seq.*, and 15-342(13), and the City, as authorized under ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3, desire to enter into this Agreement to establish the parties' rights and responsibilities with respect to the Improvements and the On-Site Maintenance.

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 District hereby agree as follows:

1. Definitions.

1.1 "Compound Meter" means the concrete vault, lid, meter, piping, valves, operators and all related appurtenances necessary to install a functioning inline compound meter as depicted on the Meter Detail, attached hereto as Exhibit A and incorporated herein by reference.

1.2 "Backflow Prevention Device" means a reduced pressure backflow prevention device as depicted on City of Avondale Standard Detail No. A1325, except that the List of Materials note 1, "Approved double check valve backflow prevention device," shall be removed and replaced with, "Reduced pressure backflow prevention device as certified by the University of Southern California Foundation for Cross Connection Control and Hydraulic Research"; provided, however, that all other notes in City of Avondale Standard Detail No. A1325 shall remain as attached hereto as Exhibit B and incorporated herein by reference.

2. Term. The term of this Agreement shall be from the date first set forth above until December 31, 2012, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement.

3. District's Obligations. The District shall:

3.1 Compound Meter Installation. Install two new Compound Meters in accordance with the Site Plan, attached hereto as Exhibit C and incorporated herein by reference, this Agreement and with such requirements as the City may determine.

3.2 Backflow Prevention Device Installation. Install two new Backflow Prevention Devices in accordance with the Site Plan, attached hereto as Exhibit C, this Agreement and with such requirements as the City may determine.

3.3 Invoice City for Limited Reimbursement. Upon completion of installation and upon acceptance by the City of those Compound Meters which are to be installed as set forth in the Site Plan, attached hereto as Exhibit C, invoice the City for limited reimbursement of the District for (A) installation of said Compound Meters in an amount not to exceed $35,000.00 per Compound Meter, for a total not to exceed $70,000.00, and (B) contingency costs related to the installation of the Compound Meters in an amount not to exceed $3,478.00.

3.4 District's Responsibility for Costs. Be responsible for all costs and expenses associated with the (A) installation, maintenance and operation of both Backflow Prevention Devices described in this Agreement and (B) installation of the two Compound Meters and any related appurtenances, which costs are above and beyond the City's reimbursement obligations described below.

4. City's Obligations. The City shall:

4.1 Limited Reimbursement. Reimburse the District for (A) the cost of installation of the two Compound Meters and any related appurtenances, in an amount not to

exceed $35,000.00 per Compound Meter, for a total not to exceed $70,000.00 for the two Compound Meters described in subsection 3.1(A), and (B) contingency costs related to the installation of the Compound Meters in an amount not to exceed $3,478.00, for an aggregate reimbursement amount not to exceed $73,478.00.

4.2 Payment. Pay the District within 30 days of invoice for installation of the two Compound Meters described in subsection 3.1 so long as the installation has been approved and accepted by the City.

4.3 Impact Fees. Be responsible for development impact fees in an amount not to exceed $56,522.00 for water and sewer utility functions which would otherwise be charged to the District as a result of development of the Gymnasium.

4.4 Existing Compound and Other Meters. Remove and retain any existing compound meters on site, and remove the inside of any other meters on site, leaving the casing in place, before the certificate of occupancy is issued for the Gymnasium.

4.5 Water Service. Operate and maintain the public water supply through and including the Compound Meters.

5. Existing On-Site Improvements Abandoned. Upon acceptance of the Compound Meters by the City, the City hereby permanently abandons any and all ownership of, interest in and responsibility for any water utility infrastructure, including, without limitation, water meters, water pipes and water lines, located on or in the School and real property upon which the School and Gymnasium are located. This provision shall not apply to the existing 3" compound meter installed by the City in 2011.

6. Maintenance.

6.1 City Maintenance. Upon acceptance of the Compound Meters by the City, the City shall maintain all water lines from the public water system through the Compound Meters. This subsection shall survive the termination of this Agreement.

6.2 District Maintenance. The District shall be responsible for all On-Site Maintenance at District's sole cost and expense, which shall include, without limitation, maintenance of all Backflow Prevention Devices, Compound Meters, any portion of the water lines or pipes extending from the Compound Meters to the Backflow Prevention Devices and any water utility infrastructure now or hereafter installed or located in, upon or across the real property upon which the School and Gymnasium are located. This subsection shall survive the termination of this Agreement.

7. Insurance.

7.1 Coverage. The parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance

or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

7.2 Additional Insured. District shall require any consultant, contractor, or subcontractor whom it may engage in the performance of any obligations arising under this Agreement to provide the City with insurance coverage under such policies and in such amounts as the City may require in its sole and absolute discretion.

8. Further Acts. Each of the Parties hereto shall promptly and expeditiously execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

9. Termination. In addition to any lawfully available remedies for breach of this Agreement, this Agreement may be terminated by either party with or without cause by providing the other party with not less than 60 days' written notice of its intention to terminate this Agreement. To the extent necessary, within ten working days of termination of this Agreement, all property not otherwise disposed of per the terms of this Agreement shall be returned to its original owner.

10. Conflict of Interest. Each party reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under ARIZ. REV. STAT. § 38-511.

11. 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 shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each party to this Agreement shall be the sole judge and authority in determining the availability of funds under the Agreement and each party shall keep the other party fully informed as to the availability of funds for its obligations. The obligation of each party to fund any obligation pursuant to the Agreement is a current expense of such party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the party. If either party fails to appropriate money sufficient to meet its obligations as set forth in the Agreement during any immediately succeeding fiscal year, the Agreement shall terminate at the end of the then-current fiscal year and each party to the Agreement shall thereafter be relieved of any subsequent obligation under the Agreement.

12. Miscellaneous.

12.1 Independent Contractor. The District 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. The District, 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 District, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the District meets the requirements of its agreed services. City and District do not intend to nor will they combine business operations under this Agreement.

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

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

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

12.5 Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remaining terms shall remain effective, provided that the elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

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

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

12.8 Assignment. Neither party may assign, sublet, mortgage, or encumber any right or interest under this Agreement without the prior written consent of the other party, which either party may withhold in its absolute and sole discretion.

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

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

12.11 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 District:	Pendergast Elementary School District 3802 North 91st Avenue Phoenix, Arizona 85037 Attn: Dr. Ron Richards, Superintendent
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.

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.

12.12 Time is of the Essence. Time is of the essence with regard to the performance of all of the parties' obligations under this Agreement.

12.13 Nondiscrimination. Each party agrees to comply with all applicable federal, state, county, and city laws, ordinances and regulations. Neither party shall discriminate in its activity under this agreement against any worker, employee, student, or any member of the public because of race, creed, color, religion, sex, or national origin.

12.14 E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the City, the District and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The City and the District each retain the legal right to randomly inspect the papers and records of the other party and the other party's subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties and their respective subcontractors shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

12.16 Waivers. No provision of this Agreement may be waived or modified, except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement shall be binding upon and inure to the benefit of the parties' permitted successors and assigns.

12.17 Captions. Captions and section headings used herein are for convenience only and are not a part of the Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing the Agreement.

12.18 Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each counterpart shall be deemed an original of this Agreement.

13. Indemnification. To the fullest extent permitted by law, the District 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 District, 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. The District shall require any consultant, contractor, or subcontractor whom it may engage in the performance of any obligations arising under this Agreement to provide the City with insurance coverage as set forth in Section 6, above, and Indemnification pursuant to this Section.

14. Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature set forth below.

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Marie Lopez Rogers, Mayor

Date:_____

ATTEST:

_____
Carmen Martinez, City Clerk

"**District**"

PENDERGAST ELEMENTARY SCHOOL DISTRICT OF MARICOPA COUNTY, ARIZONA, a political subdivision of the State of Arizona

By:_____
Dr. Ron Richards, Superintendent

Date:_____

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

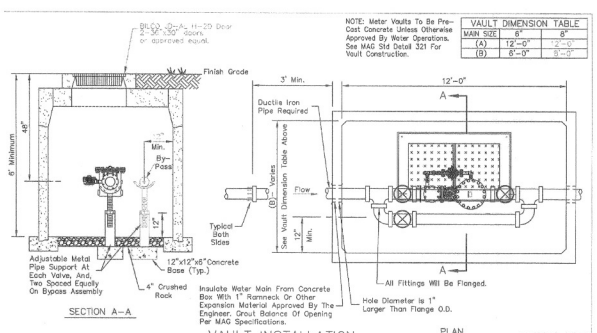
_____
Andrew J. McGuire
Attorney for the City

_____
Name: _____
Attorney for the District

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
PENDERGAST ELEMENTARY SCHOOL DISTRICT
AND
THE CITY OF AVONDALE

[Meter Detail]

See following page(s).



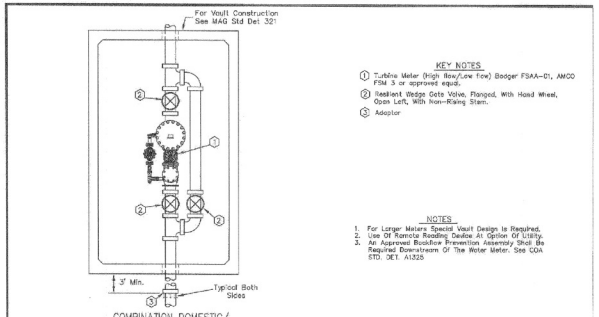
NOTE: Meter Vaults To Be Pre-Cast Concrete Unless Otherwise Approved By Water Operations. See MAG Std Detail 321 For Vault Construction.

VAULT DIMENSION TABLE		
MAIN SIZE	6"	8"
(A)	12'-0"	12'-0"
(B)	8'-0"	8'-0"

VAULT INSTALLATION

SHEET 1 OF 2

DETAIL NO.	APPROVED BY:		DETAIL NO.
Axxxx City of Avondale Standard Details		6" or 8" WATER METER	Axxxx



COMBINATION DOMESTIC/ FIRE LINE METER

KEY NOTES

1. Turbine Meter (High Low/Low Flow) Badger FSAA-01, AMCO FSM 3 or approved equal.
2. Resilient Wedge Gate Valve, Flanged, With Hand Wheel, Open Left, With Non-Rising Stem.
3. Adaptor

NOTES

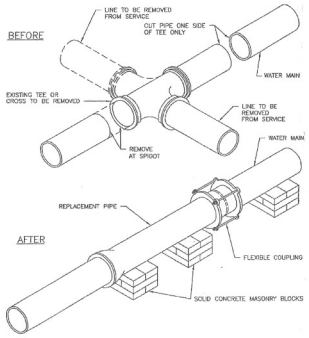
1. For Larger Meters Special Vault Design Is Required.
2. Use Of Remote Reading Device At Option Of Utility.
3. An Approved Backflow Prevention Assembly Shall Be Required Downstream Of The Water Meter. See COA STD. DET. A1325

SHEET 2 OF 2

DETAIL NO.	APPROVED BY:		DETAIL NO.
Axxxx City of Avondale Standard Details		6" or 8" WATER METER	Axxxx

NOTES:

1. REPLACEMENT PIPE MATERIAL SHALL BE IN KIND OR DUCTILE IRON.
2. WHERE POSSIBLE, ONE END OF THE REPLACEMENT PIPE SECTION SHALL CONNECT TO AN EXISTING BELL OR SPIGOT.
3. FLEXIBLE COUPLING SHALL BE THE CAST IRON TYPE AND SPECIFICALLY DESIGNED FOR USE ON THE PIPE SIZE AND MATERIAL(S) BEING CONNECTED. USE OF FULL CIRCLE REPAIR CLAMPS IS PROHIBITED.
4. THE NEW REPLACEMENT PIPE SECTION SHALL BE ADEQUATELY DRY BLOCKED PRIOR TO BACKFILLING.
5. BACKFILLING SHALL NOT BEGIN UNTIL LINE PRESSURE IS RESTORED AND CONNECTIONS INSPECTED FOR LEAKAGE BY WATER DEPARTMENT PERSONNEL.
6. DRY BLOCKS SHALL BE STANDARD SIZE SOLID MASONRY CONCRETE BLOCKS. (ASTM C-139)
7. REPLACEMENT PIPE SHALL BE CLEANED IN ACCORDANCE WITH SECTION 611.1.



C-9

MARTIN ENGINEERING

PRIVATE UTILITY PLAN
GARDEN LAKES ELEMENTARY SCHOOL

designed S.A.M.
drafted
EXPIRES

job no. 33007C
date 6/2012

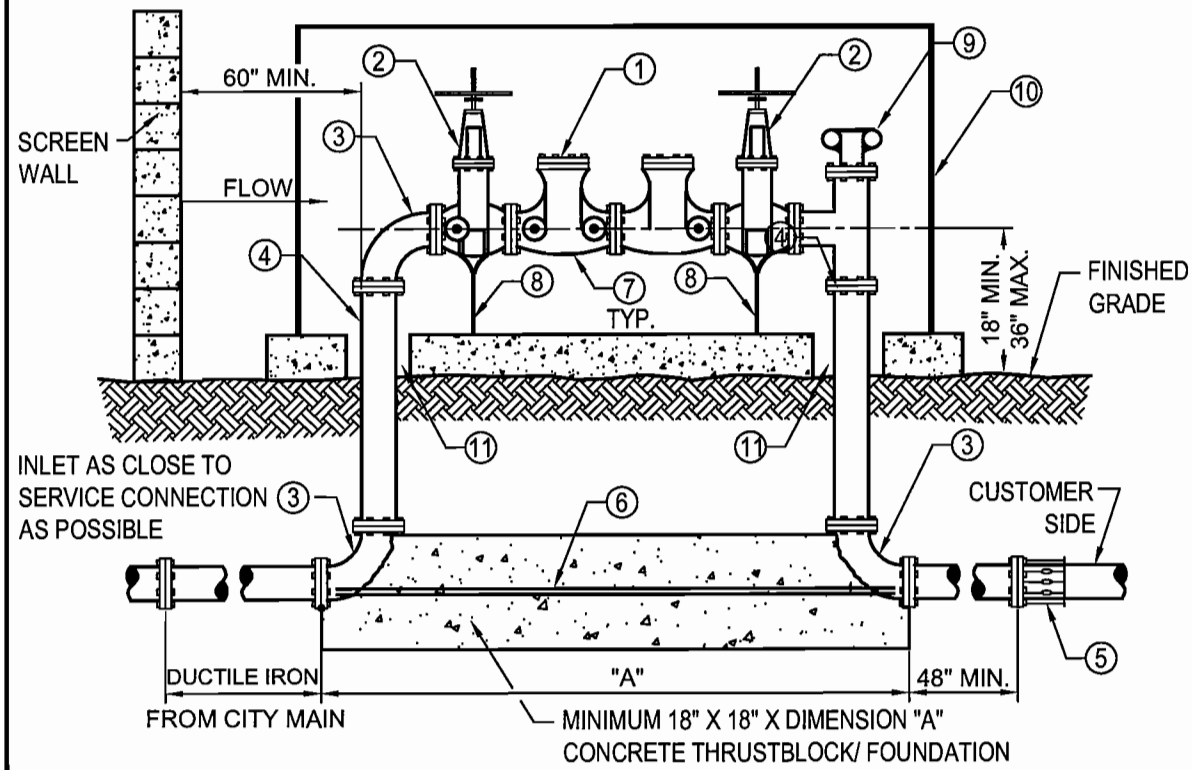
602-

sht. C

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
PENDERGAST ELEMENTARY SCHOOL DISTRICT
AND
THE CITY OF AVONDALE

[Backflow Prevention Device]

See following page(s).



LIST OF MATERIALS

1. APPROVED DOUBLE CHECK VALVE BACKFLOW PREVENTION ASSEMBLY.
2. RESILIENT SEATED O.S. & Y GATE VALVE.
3. 90° ELL. FLANGED D.I.P. 4" THRU 10"
4. PIPE SPOOL. FLANGED D.I.P. 4" THRU 10"
5. FLANGED ADAPTER (WHEN REQUIRED)
6. 3/4" ZINC COATED THREADED ROD, BOLT TO FLANGES AS SHOWN, TYPICAL BOTH SIDES
7. TEST COCKS WITH BRASS PLUGS OR ADAPTERS WITH CAPS INSTALLED (4 REQUIRED)
8. ADJUSTABLE INDUSTRIAL GRADE METAL PIPE SUPPORTS (PER CITY APPROVAL), AND HARDWARE, MOUNTED TO CONCRETE SLAB.
9. FIRE DEPARTMENT CONNECTION CONSISTING OF TWO 2.5" FEMALE INLETS WITH NATIONAL STANDARD FIRE THREAD, BREAKAWAY COVERS, AND CHECK VALVE.
10. INSTALL 6" THICK CONCRETE PAD, ENCLOSURE, AND HARDWARE. ENCLOSURE SHALL BE A GUARD SHACK GS-8 MODEL OR APPROVED EQUAL.
11. BLOCK OUT CONCRETE SLAB TO ACCOMMODATE PIPE AND FLANGE DIAMETER.

NOTES:

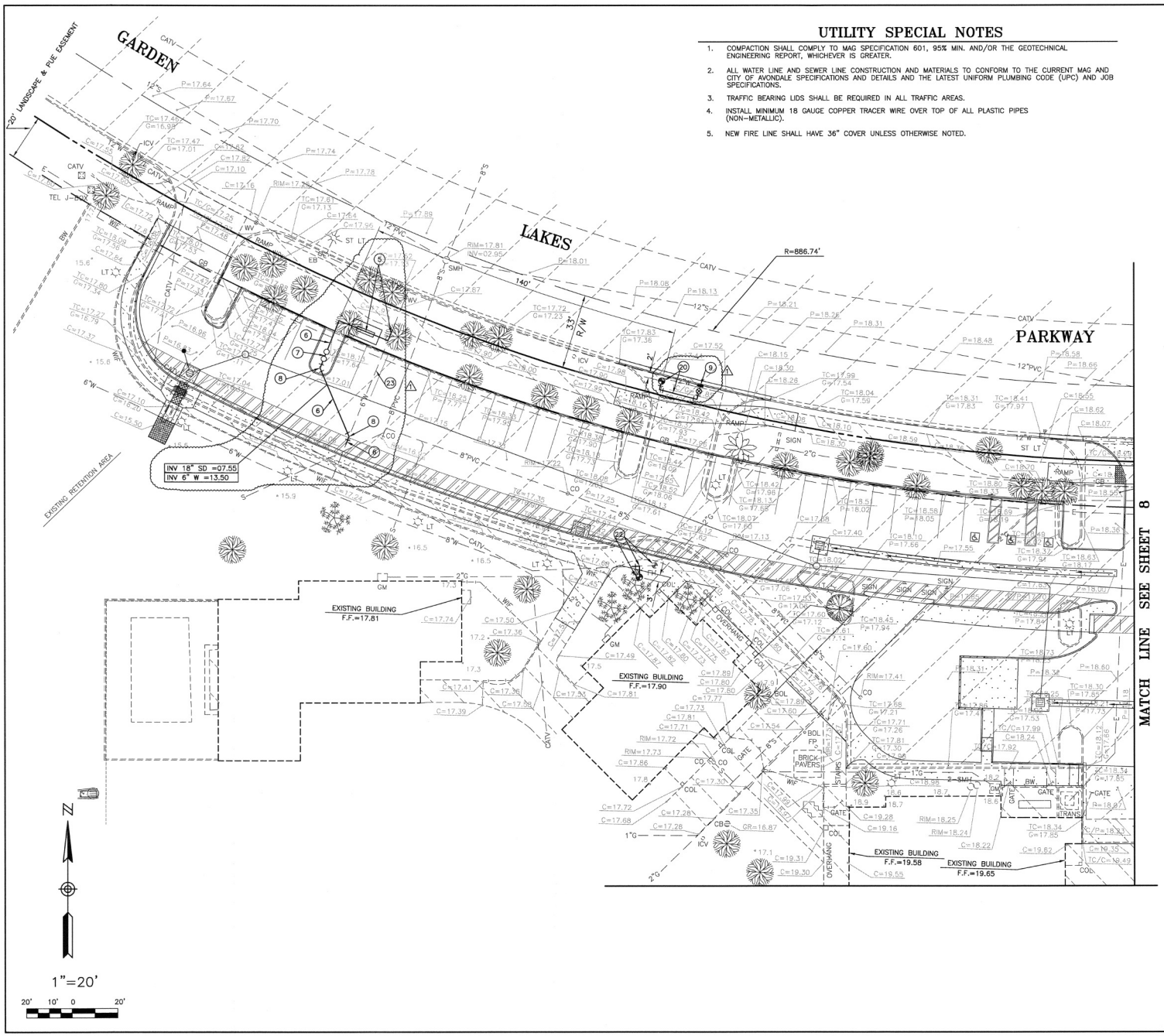
1. CONTACT THE CITY OF AVONDALE WATER RESOURCES DEPARTMENT FOR LATEST LIST OF APPROVED BACKFLOW PREVENTION ASSEMBLIES OR CERTIFIED TESTERS.
2. BACKFLOW PREVENTERS MUST BE TESTED BY A CERTIFIED TESTER BEFORE FINAL APPROVAL IS ISSUED.
3. BACKFLOW PREVENTERS SHALL BE PAINTED LIGHT TAN OR A COLOR TO MATCH THE BUILDING OR SCREEN WALL. FIRE DEPARTMENT CONNECTION SHALL BE PAINTED RED. DO NOT PAINT THE NAME PLATE OR ANY BRASS PARTS ON THE ASSEMBLY.
4. SCREENING WALL, GUARD POSTS (IF REQUIRED BY FIRE DEPARTMENT) AND LANDSCAPING MATERIALS SHALL MAINTAIN A MINIMUM 36 INCH CLEARANCE FROM THE ASSEMBLY.
5. FINISHED GRADE UNDERNEATH THE BACKFLOW PREVENTER SHALL BE AT 95% COMPACTION.
6. CALL CITY OF AVONDALE ENGINEERING DEPARTMENT A MINIMUM OF 24-HOURS IN ADVANCE FOR UNDERGROUND INSPECTION BEFORE BACK FILLING TRENCH.
7. TAMPER SWITCHES ON EACH VALVE TIED TO THE BUILDING FIRE ALARM SYSTEM SHALL BE IN ACCORDANCE WITH FIRE DEPARTMENT POLICY.
8. DETECTABLE MARKING TAPE TO BE APPROVED BY THE CITY OF AVONDALE FIRE DEPARTMENT TO BE PLACED ALONG THE FULL LENGTH OF THE FIRE LINE ON THE CUSTOMER SIDE FROM THE BACKFLOW/FIRE DEPARTMENT CONNECTION ASSEMBLY TO THE BUILDING IS REQUIRED.
9. BACKFLOW PREVENTION/FIRE DEPARTMENT CONNECTION ASSEMBLY SHALL BE LOCATED WITHIN 150 FEET OF A FIRE HYDRANT THAT IS ATTACHED DIRECTLY TO A CITY MAIN.
10. IDENTIFICATION TAGS OR SIGNS IDENTIFYING THE OCCUPANCY OR OCCUPANCIES SERVED BY THE ASSEMBLY MAY BE REQUIRED AT THE DISCRETION OF THE FIRE DEPARTMENT.

DETAIL NO.			
A1325	CITY OF AVONDALE STANDARD DETAIL	FIRE PROTECTION DOUBLE CHECK VALVE BACKFLOW PREVENTION ASSEMBLY 4 INCHES THRU 12 INCHES	APPROVED BY: Daniel W. Fitzhugh DATE: 04-07-08

EXHIBIT C
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
PENDERGAST ELEMENTARY SCHOOL DISTRICT
AND
THE CITY OF AVONDALE

[Site Plan]

See following pages.



UTILITY SPECIAL NOTES

1. COMPACTION SHALL COMPLY TO MAG SPECIFICATION 601, 95% MIN. AND/OR THE GEOTECHNICAL ENGINEERING REPORT, WHICHEVER IS GREATER.
2. ALL WATER LINE AND SEWER LINE CONSTRUCTION AND MATERIALS TO CONFORM TO THE CURRENT MAG AND CITY OF AVONDALE SPECIFICATIONS AND DETAILS AND THE LATEST UNIFORM PLUMBING CODE (UPC) AND JOB SPECIFICATIONS.
3. TRAFFIC BEARING LIDS SHALL BE REQUIRED IN ALL TRAFFIC AREAS.
4. INSTALL MINIMUM 18 GAUGE COPPER TRACER WIRE OVER TOP OF ALL PLASTIC PIPES (NON-METALLIC).
5. NEW FIRE LINE SHALL HAVE 36" COVER UNLESS OTHERWISE NOTED.

CONSTRUCTION NOTES

1. CONTRACTOR TO LOCATE END OF EXISTING SEWER TAP. CONSTRUCT 48" DIA. SEWER MANHOLE PER MAG STD. DET. 420 WITH DROP SEWER CONNECTION PER MAG STD. DET. 426. CONNECT EXISTING SEWER TAP TO NEW MANHOLE AS NEEDED WITH NEW 8" PIPE (MATERIAL TO BE SAME AS EXISTING).
2. INSTALL SEWER CLEANOUT PER U.P.C. REQUIREMENTS. (GAS AND WATERTIGHT LID).
3. INSTALL 4" PVC (SDR-35) SEWER PIPE AT SLOPE = 1.05% MIN. INSTALL MINIMUM 18 GAUGE COPPER TRACER WIRE ALONG PIPE.
4. CONNECT TO BUILDING WASTE LINE. SEE PLUMBING PLANS FOR EXACT LOCATION AND CONTINUATION INTO BUILDING.
5. CONNECT TO EXISTING 6" FIRE LINE AS SHOWN AND INSTALL 6" WATER METER IN VAULT PER DETAIL ON SHEET C-8A.
6. INSTALL 6" D.I.P. (CLASS 350) FIRE LINE WITH THRUST BLOCKS. CONNECT TO EXISTING 6" FIRE LINE AS SHOWN.
7. INSTALL 1 – 6" DOUBLE CHECK VALVE BACKFLOW PREVENTION ASSEMBLY PER C.O.A. STD. DET. A1325.
8. INSTALL 1 – 6" x 45° BEND.
9. CONTRACTOR TO LOCATE EXISTING 12" FIRE LINE. INSTALL 12" x 6" TAPPING SLEEVE AND VALVE PER MAG STD. DET. 340 WITH BOX AND COVER PER C.O.A. STD. DET. A1310. ALL REMOVALS AND REPLACEMENT OF PAVEMENT AND CURB & GUTTER ARE PART OF OFFSITE IMPROVEMENTS AS SHOWN ON THE GRADING AND DRAINAGE PLANS.
10. BEFORE CONSTRUCTION, CONTRACTOR TO LOCATE EXISTING 6" WATER LINE. INSTALL 6" TEE, 1 – 6" x 3" REDUCER AND 1 – 3" VALVE WITH BOX AND COVER PER C.O.A. STD. DET. A1310 (DOMESTIC WATER LINE).
11. BEFORE CONSTRUCTION, CONTRACTOR TO LOCATE EXISTING 6" WATER LINE. INSTALL 6" TEE, 1 – 6" x 8" INCREASER AND 1 – 8" VALVE WITH BOX AND COVER PER C.O.A. STD. DET. A1310 (FIRE LINE).
12. INSTALL 3" WATER SERVICE LINE (SCHEDULE 40 PVC) WITH THRUST BLOCKS AS SHOWN IN OWN TRENCH (MINIMUM DEPTH = 12" BELOW FINISH GRADE). INSTALL MINIMUM 18 GAUGE COPPER TRACER WIRE ALONG PIPE.
13. INSTALL 8" PVC (C-900) FIRE SPRINKLER LINE IN OWN TRENCH WITH THRUST BLOCKS. INSTALL MINIMUM 18 GAUGE COPPER TRACER WIRE ALONG PIPE.
14. INSTALL 3" WATER SERVICE LINE IN SAME TRENCH WITH NEW 8" PVC (C-900) FIRE SPRINKLER LINE WITH THRUST BLOCKS. SEE DETAIL ON THIS SHEET. INSTALL MINIMUM 18 GAUGE COPPER TRACER WIRE ALONG PIPE.
15. INSTALL 8" x 45° BEND.
16. INSTALL 3" WATER SERVICE LINE (SCHEDULE 40 PVC) WITH THRUST BLOCKS IN OWN TRENCH TO BUILDING. SEE PLUMBING PLANS FOR EXACT LOCATION AND CONTINUATION INTO BUILDING. (MINIMUM DEPTH = 12" BELOW FINISH GRADE). INSTALL MINIMUM 18 GAUGE COPPER TRACER WIRE ALONG PIPE.
17. INSTALL 3" x 90° BEND.
18. INSTALL 8" x 90° BEND WITH 8" x 4" REDUCER.
19. INSTALL 4" D.I.P. (CLASS 350) FIRE SPRINKLER LINE TO BUILDING IN OWN TRENCH SEE SPRINKLER RISER PLANS FOR EXACT LOCATION AND TIE-IN AT BUILDING.
20. INSTALL FIRE HYDRANT PER MAG STD. DET. 360 AND 6" D.I.P. (CLASS 350) AS SHOWN.
21. INSTALL 2 1/2" x 2 1/2" x 4" REMOTE 2-WAY F.D.C. AND 1-4" CHECK VALVE WHERE SHOWN AND 4" D.I.P. (CLASS 350), (36" COVER). SEE FIRE SPRINKLER PLANS FOR EXACT LOCATION AND TIE-IN AT BUILDING.
22. CONTRACTOR TO RELOCATE EXISTING FIRE HYDRANT AS SHOWN. INSTALL 1 – 90° BEND AND 6" D.I.P. (CLASS 350) WITH THRUST BLOCKS.
23. REMOVE EXISTING WATERLINE. FILL AND COMPACT TRENCH.

NOTE
CONTRACTOR TO VERIFY ALL INVERTS AND LOCATIONS BEFORE CONSTRUCTION.

NOTE
ADJUST ALL WATER VALVES, CLEANOUTS, MANHOLES, ETC... TO FINAL GRADE PER APPROPRIATE STANDARD DETAILS.

C-7

MARTIN ENGINEERING

designed S.A.M. drafted

PRIVATE UTILITY PLAN
GARDEN LAKES ELEMENTARY SCHOOL

job no. 33007C date 6/2012

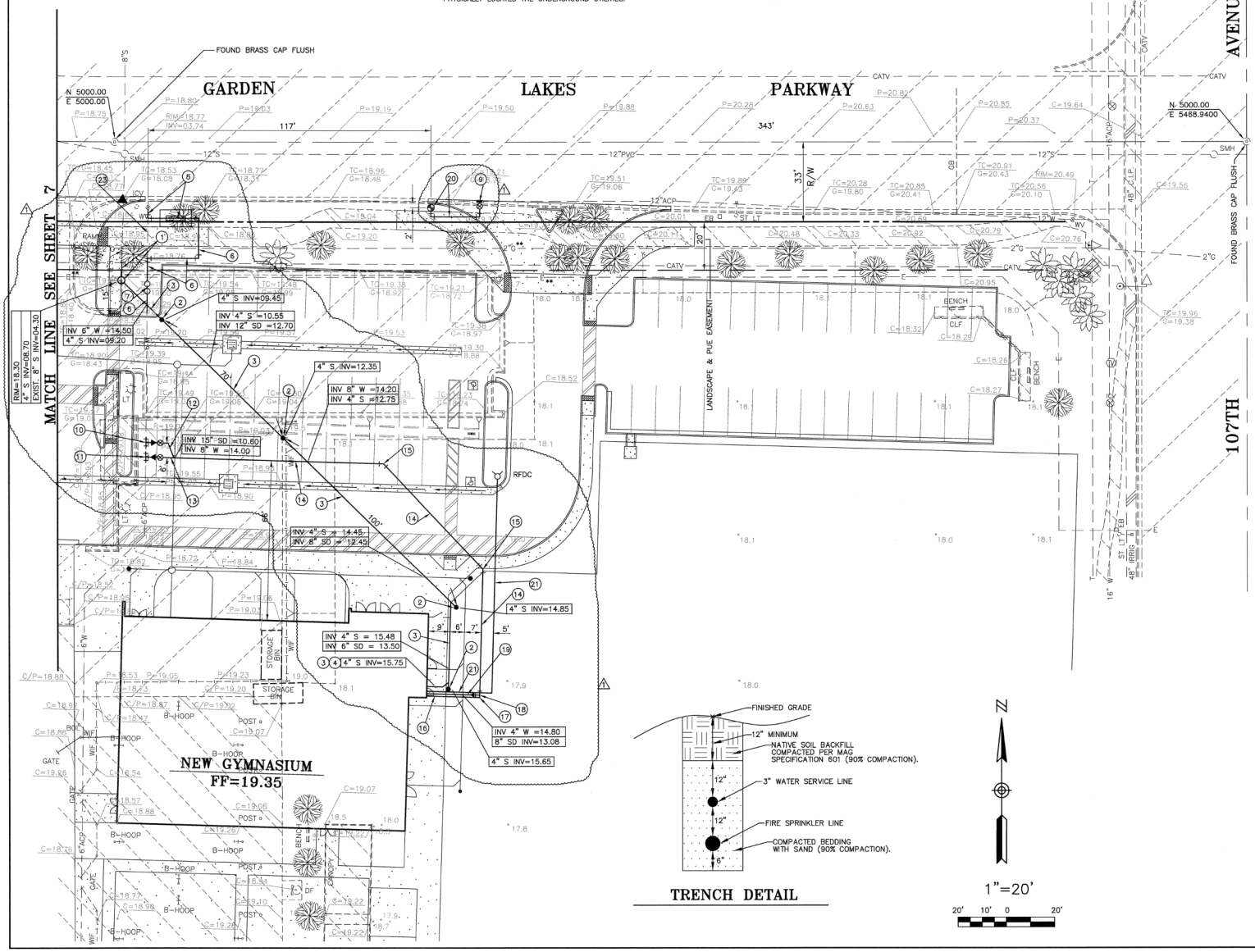
sht. 7

** UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

IMPORTANT CONSTRUCTION NOTE

REMOVE THE 2 EXISTING BACKFLOW PREVENTERS ON-SITE. RECONNECT WITH 6" D.I.P. (CLASS 350) PER DETAIL ON SHEET C-9



TRENCH DETAIL

N

1"=20'

20' 10' 0 20'

CONSTRUCTION NOTES

1. CONTRACTOR TO LOCATE END OF EXISTING SEWER TAP. CONSTRUCT 48" DIA. SEWER MANHOLE PER MAG STD. DET. 420 WITH DROP SEWER CONNECTION PER MAG STD. DET. 426. CONNECT EXISTING SEWER TAP TO NEW MANHOLE AS NEEDED WITH NEW 8" PIPE (MATERIAL TO BE SAME AS EXISTING).
2. INSTALL SEWER CLEANOUT PER U.P.C. REQUIREMENTS. (GAS AND WATERTIGHT LID).
3. INSTALL 4" PVC (SDR-35) SEWER PIPE AT SLOPE = 1.05% MIN. INSTALL MINIMUM 18 GAUGE COPPER TRACER WIRE ALONG PIPE.
4. CONNECT TO BUILDING WASTE LINE. SEE PLUMBING PLANS FOR EXACT LOCATION AND CONTINUATION INTO BUILDING.
5. CONNECT TO EXISTING 6" FIRE LINE AS SHOWN AND INSTALL 6" WATER METER IN VAULT PER DETAIL ON SHEET C-8A.
6. INSTALL 6" D.I.P. (CLASS 350) FIRE LINE WITH THRUST BLOCKS. CONNECT TO EXISTING 6" FIRE LINE AS SHOWN.
7. INSTALL 1 - 6" DOUBLE CHECK VALVE BACKFLOW PREVENTION ASSEMBLY PER C.O.A. STD. DET. A1325.
8. INSTALL 1 - 6" x 45° BEND.
9. CONTRACTOR TO LOCATE EXISTING 12" FIRE LINE. INSTALL 12" x 6" TAPPING SLEEVE AND VALVE PER MAG STD. DET. 340 WITH BOX AND COVER PER C.O.A. STD. DET. A1310. ALL REMOVALS AND REPLACEMENT OF PAVEMENT AND CURB & GUTTER ARE PART OF OFFSITE IMPROVEMENTS AS SHOWN ON THE GRADING AND DRAINAGE PLANS.
10. BEFORE CONSTRUCTION, CONTRACTOR TO LOCATE EXISTING 6" WATER LINE. INSTALL 6" TEE, 1 - 6" x 3" REDUCER AND 1 - 3" VALVE WITH BOX AND COVER PER C.O.A. STD. DET. A1310 (DOMESTIC WATER LINE).
11. BEFORE CONSTRUCTION, CONTRACTOR TO LOCATE EXISTING 6" WATER LINE. INSTALL 6" TEE, 1 - 6" x 8" INCREASER AND 1 - 8" VALVE WITH BOX AND COVER PER C.O.A. STD. DET. A1310 (FIRE LINE).
12. INSTALL 3" WATER SERVICE LINE (SCHEDULE 40 PVC) WITH THRUST BLOCKS AS SHOWN IN OWN TRENCH (MINIMUM DEPTH = 12" BELOW FINISH GRADE). INSTALL MINIMUM 18 GAUGE COPPER TRACER WIRE ALONG PIPE.
13. INSTALL 8" PVC (C-900) FIRE SPRINKLER LINE IN OWN TRENCH WITH THRUST BLOCKS. INSTALL MINIMUM 18 GAUGE COPPER TRACER WIRE ALONG PIPE.
14. INSTALL 3" WATER SERVICE LINE IN SAME TRENCH WITH NEW 8" PVC (C-900) FIRE SPRINKLER LINE WITH THRUST BLOCKS. SEE DETAIL ON THIS SHEET. INSTALL MINIMUM 18 GAUGE COPPER TRACER WIRE ALONG PIPE.
15. INSTALL 8" x 45° BEND.
16. INSTALL 3" WATER SERVICE LINE (SCHEDULE 40 PVC) WITH THRUST BLOCKS IN OWN TRENCH TO BUILDING. SEE PLUMBING PLANS FOR EXACT LOCATION AND CONTINUATION INTO BUILDING. (MINIMUM DEPTH = 12" BELOW FINISH GRADE). INSTALL MINIMUM 18 GAUGE COPPER TRACER WIRE ALONG PIPE.
17. INSTALL 3" x 90° BEND.
18. INSTALL 8" x 90° BEND WITH 8" x 4" REDUCER.
19. INSTALL 4" D.I.P. (CLASS 350) FIRE SPRINKLER LINE TO BUILDING IN OWN TRENCH SEE SPRINKLER RISER PLANS FOR EXACT LOCATION AND TIE-IN AT BUILDING.
20. INSTALL FIRE HYDRANT PER MAG STD. DET. 360 AND 6" D.I.P. (CLASS 350) AS SHOWN.
21. INSTALL 2 1/2" x 2 1/2" x 4" REMOTE 2-WAY F.D.C. AND 1-4" CHECK VALVE WHERE SHOWN AND 4" D.I.P. (CLASS 350), (36" COVER). SEE FIRE SPRINKLER PLANS FOR EXACT LOCATION AND TIE-IN AT BUILDING.
22. CONTRACTOR TO RELOCATE EXISTING FIRE HYDRANT AS SHOWN. INSTALL 1 - 90° BEND AND 6" D.I.P. (CLASS 350) WITH THRUST BLOCKS.
23. REMOVE EXISTING WATERLINE. FILL AND COMPACT TRENCH.

NOTE

CONTRACTOR TO VERIFY ALL INVERTS AND LOCATIONS BEFORE CONSTRUCTION.

NOTE

ADJUST ALL WATER VALVES, CLEANOUTS, MANHOLES, ETC., TO FINAL GRADE PER APPROPRIATE STANDARD DETAILS.

C-8

MARTIN ENGINEERING

designed S.A.M. drafted

PRIVATE UTILITY PLAN
GARDEN LAKES ELEMENTARY SCHOOL

job no. 3300C date

602-

sht. 8

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing - Conditional Use Permit for a new Personal Wireless Service Facility for Verizon Wireless Phoenix Coldwater Springs (PL-12-0137)

MEETING DATE:
October 1, 2012

TO: Mayor and Council

FROM: Tracy Stevens, Planning Manager (623) 333-4012

THROUGH: Charlie McClendon, City Manager

REQUEST: Conditional Use Permit approval for a new Personal Wireless Service Facility for Verizon Wireless Phoenix Coldwater Springs.

PARCEL SIZE: Approximately 5.88 acres

LOCATION: Southeast Corner of Van Buren Street and the Agua Fria River

APPLICANT: Mr. Michael J. Campbell, Campbell A&Z, LLC for Verizon Wireless (602) 616-8396

OWNER: City of Avondale

BACKGROUND:

This item was continued by City Council on September 17, 2012, at staff's request.

The subject property was annexed into the City June 26, 1976. The property is owned by the City of Avondale. The property is occupied by a City water storage and pump station facility (Exhibit C). The facility was constructed in 2001, with further additions in 2004. In 2009 the site was enclosed with a masonry screen and security wall. The overhead electric power lines crossing the Agua Fria River and running east-west along Van Buren Street in front of the facility were installed by APS sometime before the construction of the facility.

The General Plan Land Use Map identifies the subject property as Public Facilities (Exhibit A). The property is zoned Single Family Residential (R1-6) (Exhibit B).

SUMMARY OF REQUEST:

The applicant is requesting a Conditional Use Permit to construct a new Personal Wireless Service Facility (PWSF) within the enclosed area of the City's water storage and pump station (Exhibit E). The PWSF would be located in the northwest corner of the facility, and would consist of a 65' high monopole with twelve antennae arranged in a spoke pattern, and a 21' by 45' ground equipment yard with a prefabricated equipment shed. The equipment yard would be screened by the water facility's 9' - 6” high masonry wall. Access to the monopole and equipment yard is proposed through a new door constructed through the masonry wall. For security, the equipment yard will be separated from the rest of the water facility by an 8' high chainlink fence.

PARTICIPATION:

The applicant invited 62 property owners and other interested parties to a neighborhood meeting held on July 25, 2012, to discuss the proposal. Invitations consisted of a notice published in the West Valley View, a public notice sign being erected on the subject property, and First Class letters being mailed to each property owner within 500 feet of the subject property, all on or before July 10, 2012. No property owners or interested parties attended the meeting.

The public was notified and invited to participate in the public hearing of this application before the Planning Commission on or before July 31, 2012. The public notices consisted of a published ad in the West Valley View, a sign posted on the subject property, and First Class letters mailed to each property owner within 500 feet of the subject property.

The public was notified and invited to participate in the public hearing of this application before the City Council on or before August 28, 2012. The public notices consisted of a published ad in the West Valley View, a sign posted on the subject property, and First Class letters mailed to each property owner within 500 feet of the subject property.

Because this application was continued at the public hearing by the City Council to October 1, 2012, it was not re-noticed.

Staff received one inquiry from one interested party regarding this application (Exhibit G). Mr. Richard Childress wrote an email expressing concerns about how the public was notified of the application, the aesthetic impacts of the monopole design, the high-visibility of the proposed location, and staff's ability to analyze the material provided by Verizon to support the need for the facility. Staff responded to Mr. Childress' concerns. With regard to public notification, staff explained that property owners within 500' were mailed First Class letters, that an 1/8th page ad was placed in the West Valley View newspaper, and that a 32 square foot sign was erected at the site along Van Buren Street to invite comments from the public regarding the case. Regarding Mr. Childress' concerns about the aesthetics of the monopole, staff explained that a “stealth design,” such as a palm tree, will look out-of-place at this location considering its context amid multiple electric power line utility poles and the lack of any palm trees in the area. The monopole design blends into the site's context because it appears similar to the existing utility poles. With regards to Mr. Childress' concerns regarding the high-visibility of the location, staff explained that the proposed location will allow the ground equipment and base of the monopole to be screened by an existing facility's 9'-6” high wall, and that the monopole's high-visibility will be dampened by being amidst other utility poles in the immediate vicinity. Lastly, in response to Mr. Childress' question of whether staff had a Radio Frequency (RF) Engineer available to analyze Verizon's materials supporting their claim of need for this new facility, staff pointed out that it was unlikely that Verizon would want to build an expensive facility like this if it was not necessary to improve service. Staff received no further comment from Mr. Childress.

Staff received additional correspondence from Mr. Childress, addressed to City Council, via email on September 18, 2012. That email is attached to the end of Exhibit G.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on August 16, 2012, and voted 6-0 to recommend approval of this request subject to the following stipulations (Exhibit I):

1. The development shall comply with the approved Project Narrative and Site Plan; and

2. The Conditional Use Permit approval shall expire two years from the approval date if a permit for construction is not obtained.

Commissioner Kugler was excused from the meeting.

ANALYSIS:

In order to grant a Conditional Use Permit, Section 108.C.2 of the Zoning Ordinance lists five findings that must be met. The burden of proof is upon the applicant. The findings and analysis are as follows:

a. That the proposed use (i) is consistent with the land use designation set forth in the General Plan, (ii) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan, and (iii) will be consistent with the desired character for the surrounding area.

i. The General Plan identifies the subject site as Public Facilities on the Land Use Map (Exhibit A). The site is occupied by a City water storage and pumping station (Exhibit C). Within the immediate vicinity are numerous APS high-voltage electric power transmission lines (Exhibit F). Of the twenty-one approved PWSFs in the Avondale Municipal Planning Area, seven are located on public facilities sites or in the public right-of-way, and three are on public school sites. The remaining eleven PWSFs are located on private property. The PWSF use is consistent with the public facilities land use.

ii. Land Use Element Goal 3 of the General Plan states, “Plan land uses to minimize conflicts between them.” One implementation of this Goal is the Zoning Ordinance's requirement that PWSFs use alternative structure designs, such as a palm or evergreen tree, in order to blend into the area surroundings as much as possible. Structures in the vicinity of the proposed PWSF site are two 20' high water storage tanks and six 60'-plus high high-voltage APS electric power line poles. The applicant is proposing a monopole design painted galvanized gray to match existing area electric power line poles. The proposed monopole design will blend into its surroundings better than stealth PWSF designs such as a palm or evergreen tree due to the lack of these trees in the immediate vicinity. Because of the requirements for range, capacity, and types of wireless services (telephone voice as well as data), twelve 6' high antennae are provided in a crown array at the top of the monopole. Because of technological limitations, it is not possible to incorporate this amount and size of antennae into a narrow structure design, such as, as a flag pole.

The General Plan Public Services and Facilities Element Goal 4 states, “Develop hi-tech infrastructure.” Strong wireless connections are becoming increasingly important in the day-to-day functioning of our residents and businesses. Reducing the current signal gap in the Verizon network will enhance the quality of life for Verizon customers living and working in vicinity.

iii. The proposed use is consistent with the desired character of the surrounding area. The use is beneficial to Verizon customers living and working in the area because they will receive enhanced voice and data services. The area is between residential single-family detached homes to the south (Coldwater Springs) and non-residential uses to the north that include an existing commerce park, an existing charter school, and an approved storage and distribution center under construction. The use and visual aesthetics of the equipment will not significantly impact the character of the surrounding area because, a) the 65' high monopole blends in with the existing APS electric power line structures in the immediate vicinity thereby not significantly impacting existing scenic views, and b) the ground equipment yard will be entirely within the existing City water storage and pump facility and completely screened by the existing 9' - 6” high masonry wall. This results in less impact to the character of the surrounding area than constructing a new ground equipment storage yard exclusively for the PWSF.

b. That the use will be (i) compatible with other adjacent and nearby land uses, and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood, or (4) the public welfare in general.

i. Adjacent land uses consist of a City water storage and pump facility, the Agua Fria River to the west, and vacant land to the north. The vacant land to the north is approved for a 600,000 square foot warehouse building. PWSFs have been approved throughout the City on a variety of different

land use types without being detrimental to adjacent land uses. In Avondale, PWSFs exist on commercial properties, church properties, school properties, and City government facilities. Many of these properties have residential uses nearby. The location where the PWSF is proposed is already populated with a half dozen monopole-like APS electrical power line poles. The best location for a new PWSF, one that minimizes impact to surrounding land use, is within an area populated with similar appearing structures.

Section 708.B.1.b of the Zoning Ordinance requires that applicants justify the need for a new PWSF in the requested location by identifying the gap in coverage area, identify potentially suitable existing vertical elements for co-location, and why the co-location vertical elements were rejected in favor of a new PWSF. The application contains two voice and data service coverage maps, existing service and anticipated service with the PWSF as proposed (Exhibit E Maps 1 and 2). The coverage maps demonstrate that wireless service inside of homes and buildings would be enhanced within a half mile of the proposed PWSF site. Red squares outline the target areas where a lack of service inside of buildings is perceived by Verizon. Verizon anticipates that 70 - 85% of the areas within the target areas would be upgraded to an acceptable service level by installation of the proposed PWSF.

The application also contains a map identifying existing vertical structures 50' high or higher that are candidates for co-location within a half mile of the proposed PWSF site (Exhibit E Map 3). All twelve existing structures were rejected due to a variety of specific reasons, including lack of height, lack of ground area for an equipment yard, and lack of air space for the antennae array due to support guy wire and electrical power line congestion. These co-location candidates are discussed in detail as follows:

1) Tri-group of APS electric power line poles located immediately NW of the proposed PWSF site, and another tri-group on the west side of the Agua Fria River, identified as # 1 & 6 on Exhibit E Map 3: These were rejected by the applicant as co-location candidates due to a lack of air space for the antennae array, which has a diameter of 16.5', because of the close placement of the three poles to each other and the congestion of guy wires. Staff concurs with this assessment (Exhibit F).

2) APS electric power line poles located along Van Buren Street, identified as # 2 on Exhibit E Map 3: These were rejected because their 57' height was insufficient for Verizon coverage purposes and limited ground space for equipment. The applicant is requesting a 65' high monopole to satisfy coverage purposes. Staff concurs with this assessment, though there appears to be space available for location of a ground equipment yard outside the right-of-way along Van Buren Street because the adjacent land is vacant except for one enclosed well site.

3) Existing PWSF, identified as # 3 on Exhibit E Map 3: The existing PWSF with 100' high monopole at 1477 Eliseo C. Felix Jr. Way in the City water facility was rejected because of a lack of space in the equipment yard for Verizon ground equipment, a lack of space on the monopole for the proposed Verizon antennae array, and because the location is outside of the area Verizon requires in order to cover the “service gap” identified by Exhibit E Map 1. The existing equipment yard occupies the entirety of the City-owned property and cannot be expanded without purchasing more property. Staff concurs with this assessment.

4) Existing APS electric power line monopoles and lattice towers located in the Agua Fria River bed, identified as # 4 & 7 on Exhibit E Map 3: These existing structures were rejected because the ground equipment yard could not be located in the river bed. Staff concurs with this assessment.

5) Existing 50' high flag pole at 1426 Eliseo C. Felix Jr. Way, identified as # 5 on Exhibit E Map 3: This co-location candidate was rejected by the applicant for a lack of height and limited space for a group equipment yard. Staff concurs with this assessment.

ii. The site will not produce noise, light, vibration, or traffic that could be objectionable to persons living and working in the area. The equipment yard will be screened behind an existing 9' - 6” high

masonry wall. The location of the equipment yard and the monopole are not directly accessible by members of the general public. The aesthetic effects of the 65' monopole are substantially mitigated by the other vertical utility elements in the immediate vicinity; therefore, it will not be detrimental to adjacent persons or property.

c. That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including but not limited to setbacks, parking, screening, and landscaping.

i. Section 708 of the Zoning Ordinance requires that at least one parking space be available for servicing of the PWSF. The access to service the site will be along an 8' wide concrete walkway that is a part of the pedestrian trail system along the Agua Fria River. A service vehicle will park on the walkway while a technician accesses the ground equipment yard through a dedicated gate giving access only to the Verizon equipment yard and not to the rest of the water facility. A normal service schedule for a PWSF is once a month. This portion of the trail system is not heavily used, and it is not anticipated that significant conflicts between the parked service vehicle and pedestrians will result.

ii. Section 708 of the Zoning Ordinance requires that ground equipment be screened. The ground equipment yard will be located behind a 9' - 6” high existing masonry wall. A portion of the 11' - 3” high equipment shelter will be visible above the screen wall, and will be painted to match the screen wall. Due to the visibility of other water facility equipment and shelters over the screen wall, the visual impact of the PWSF equipment shelter roof will be negligible.

iii. Section 708 of the Zoning Ordinance requires that the PWSF be of an alternative design or will blend in with the surrounding area. An alternative design such as a tree would not be appropriate at this location due to the lack of trees. The proposed monopole design is appropriate for its surrounding area because of the number of electrical power line poles in the immediate vicinity.

d. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

· Traffic generated for the use will be minimal, with scheduled maintenance occurring approximately once a month between the hours of 10 p.m. and 6 a.m.. Conflicts with the public should be minimal. The site will be accessed from the existing driveway into the main water facility off Van Buren Street, then along the 8' wide concrete trail running west outside the facility's screen wall to the access door on the north face of the NW corner of the water facility.

e. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.

· Staff is recommending conditions of approval to insure that potential offsite adverse impacts are mitigated. They are:

a. The development shall conform to the project narrative, site plan, and photo simulation approved by City Council.

b. The Conditional Use Permit shall expire two years after the approval date if a building permit is not obtained.

Conclusion:

Based on the information provided by the applicant, the public input received and the analysis by staff, staff recommends approval of the requested Personal Wireless Service Facility. This request meets the required criteria and will conform to the conditions of approval.

FINDINGS:

1. The project meets the General Plan Land Use of Public Facilities for this site. The proposed Personal Wireless Service Facility land use is permitted in all zoning districts with a Conditional Use Permit.

2. The development will conform to the standards listed above.

3. The conditions of approval are reasonable to ensure conformance with the provisions of the Avondale Zoning Ordinance.

RECOMMENDATION:

The City Council should conduct a public hearing and **APPROVE** Application PL-12-0137, subject to the following two stipulations:

1) The development shall comply with the approved Project Narrative and Site Plan; and

2) The Conditional Use Permit approval shall expire two years from the approval date if a permit for construction is not obtained.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** Application PL-12-0137, a request for approval of a Personal Wireless Service Facility, including a 65-foot high monopole, for Verizon Wireless, subject to two recommended stipulations.

ATTACHMENTS:

Click to download

- Exhibit A - Vicinity General Plan Land Use Map
- Exhibit B - Vicinity Zoning Map
- Exhibit C.1 - Vicinity Aerial Photograph 2011
- Exhibit C.2 - Vicinity Aerial Photograph 2011
- Exhibit D - Summary of Related Facts
- Exhibit E.1 - Application Plan Set
- Exhibit E.2 - Project Narrative & Coverage Maps
- Exhibit F - Contextual Vicinity Photos
- Exhibit G - Correspondence From the Public
- Exhibit H - Draft Minutes Planning Commission August 16, 2012

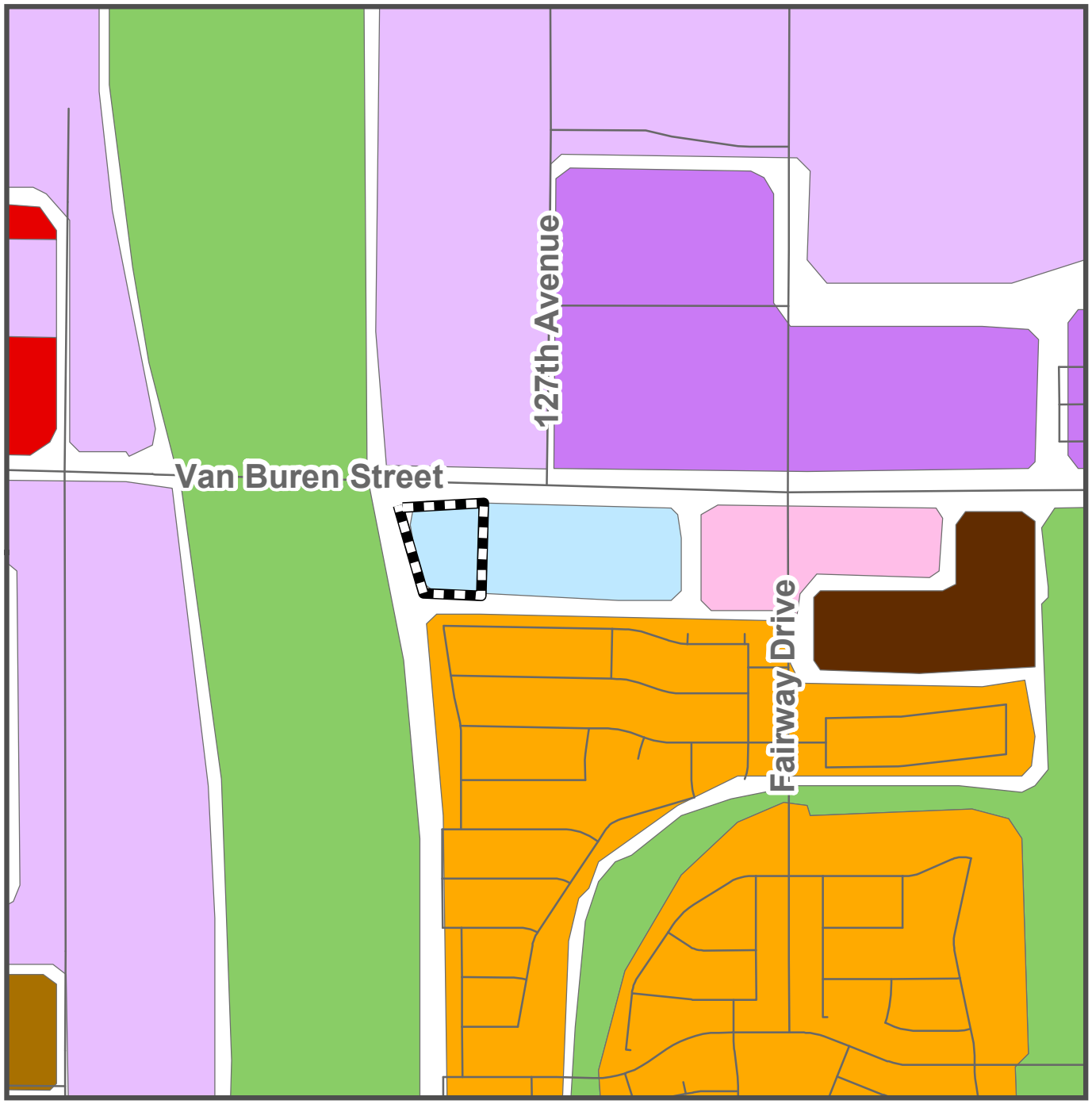
FULL SIZE COPIES (Council Only):

None

PROJECT MANAGER:

Eric Morgan, Planner II (623) 333-4017

Exhibit A



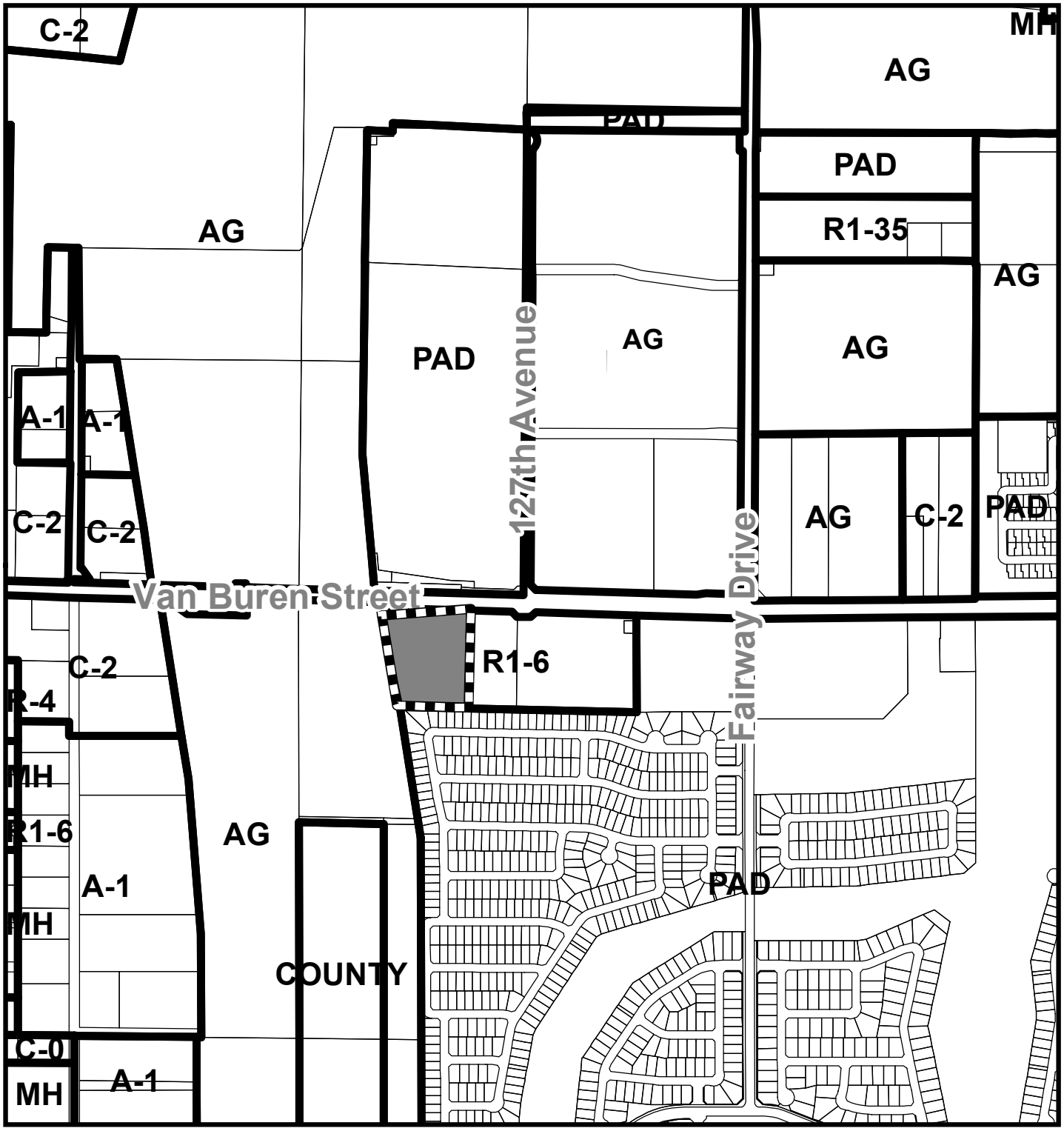
Verizon Wireless PHO Coldwater Springs CUP
PL-12-0137

General Plan Land Use Map

- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities

Subject Property

Exhibit B

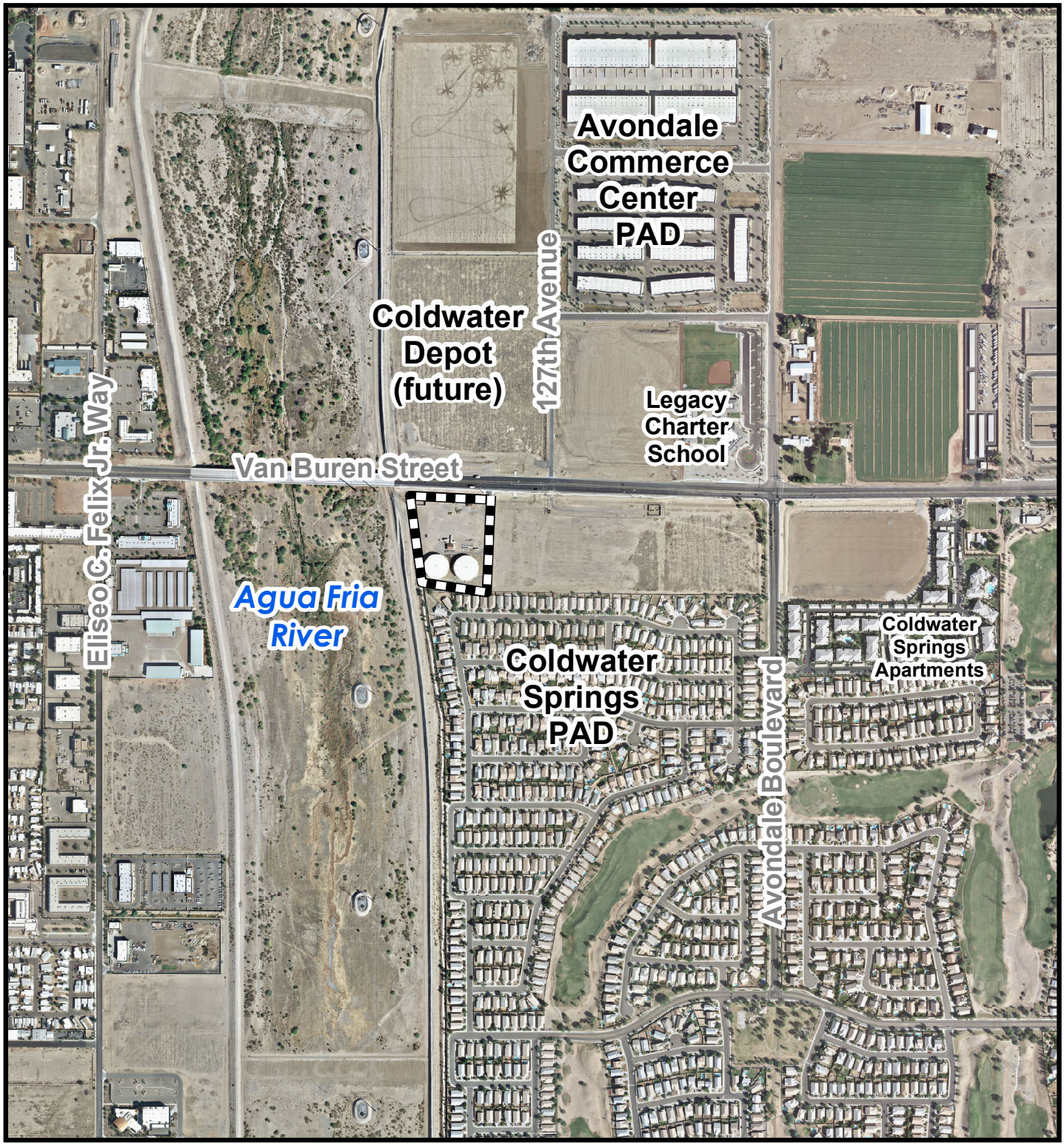


Zoning Vicinity Map
Verizon Wireless PHO Coldwater Springs CUP
PL-12-0137

Avondale

Subject Property

Exhibit C.1

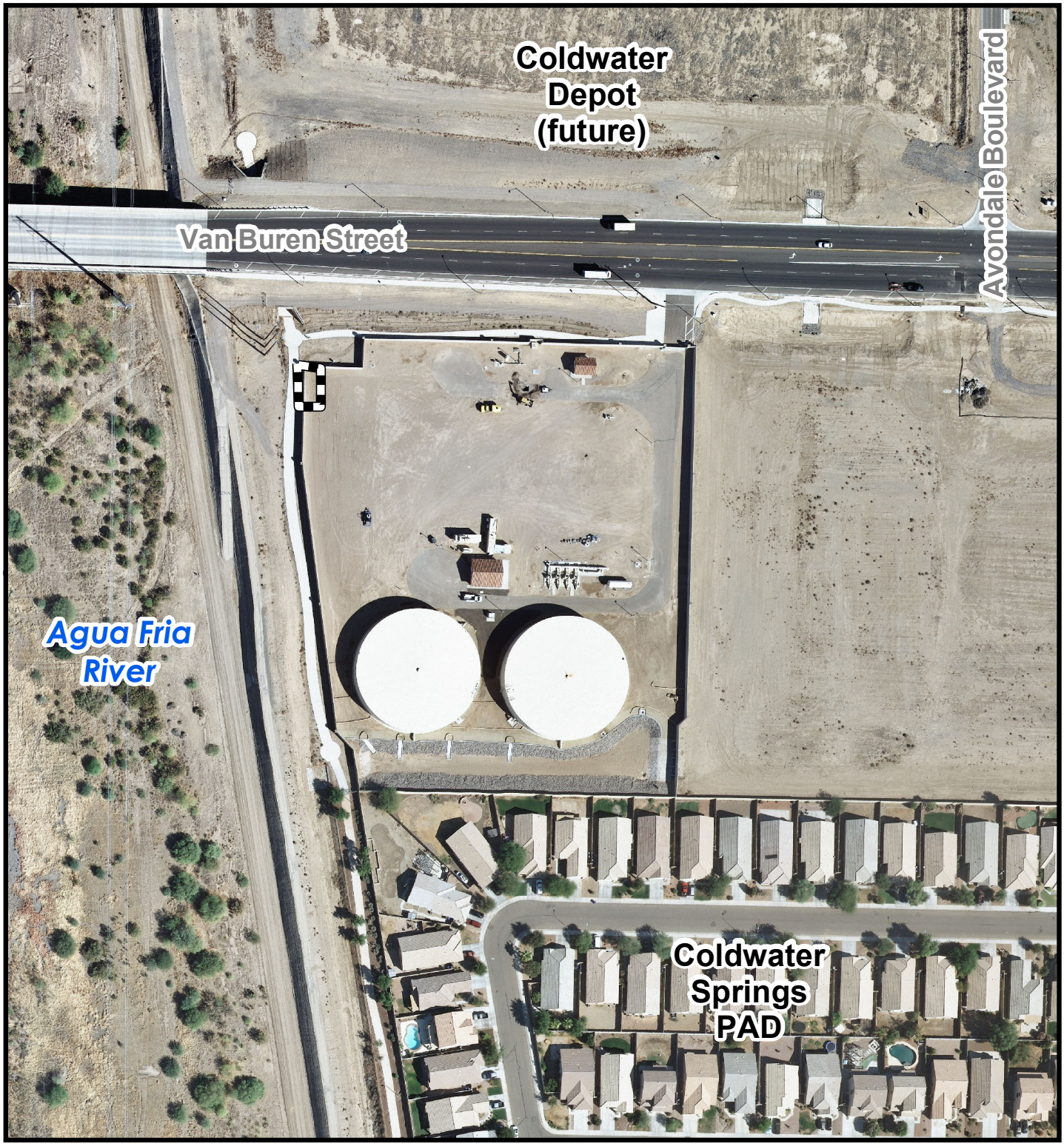


Aerial Photograph January 2012
Verizon Wireless PHO Coldwater Station CUP
PL-12-0137

Avondale

Subject Property

Exhibit C.2



Aerial Photograph January 2012
Verizon Wireless PHO Coldwater Station CUP
PL-12-0137

Avondale

Leased Area

N

Exhibit D

SUMMARY OF RELATED FACTS
APPLICATION PL-12-0137 VERIZON WIRELESS PHO COLDWATER SPRINGS CUP

THE PROPERTY	
PARCEL SIZE	Approximately 5.88 acres
LOCATION	SEC of Van Buren Street & Agua Fria River
PHYSICAL CHARACTERISTICS	21' x 45' lease area is relatively flat & open, located inside the screen wall of the facility
EXISTING LAND USE	City water storage & pump station
EXISTING ZONING	Single Family Residential (R1-6)
ZONING HISTORY	Annexed 6/26/1976, zoned Single Family Residential
DEVELOPMENT AGREEMENT	No.

SURROUNDING ZONING AND LAND USE	
NORTH	Planned Area Development (PAD) – vacant (future site of Coldwater Depot)
EAST	Single Family Residential (R1-6) – City well site & vacant, City-owned
SOUTH	Planned Area Development (PAD) – Single Family Residential detached homes (Coldwater Springs)
WEST	Agua Fria River
GENERAL PLAN	
The Northeastern quarter of the property is designated as **Public Facilities** on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Collier Elementary School
HIGH SCHOOL	La Joya Community High School

STREETS	
Van Buren Avenue	
Classification	Arterial
Existing half street ROW	65’
Standard half street ROW	65’
Existing half street improvements	2 vehicular travel lanes, sidewalk, curb & gutter, and streetlights
Standard half street improvements	3 vehicular travel lanes, ½-median/turn lane, bicycle lanes, sidewalks, landscaping, curb & gutter, and streetlights

UTILITIES
24” water line south of the Van Buren Street right-of-way, running across the width of the property frontage, and a 24” water line inside the City facility south of the proposed lease area. There are numerous overhead electric power lines and underground communications cables running parallel to Van Buren Street running across the width of the property frontage.

EXIBIT E

verizon wireless

SITE NAME: PHO_COLDWATER SPRINGS

ZONING COMPLIANCE

LOCAL JURISDICTION	CITY OF AVONDALE
ASSESSORS PARCEL	: 500-27-008
ZONING	: R1-6
USE	: CITY WATER TANK FACILITY
PARENT PARCEL AREA:	: 256,342.6 S.F. (5.88 ACRES)
LEASE AREA	: (945 S.F.)
PARKING REQ'D	: 0
PARKING PROVIDED	: 0

GENERAL COMPLIANCE:

HVAC USED ON THIS STRUCTURE IS NOT INTENDED FOR HUMAN COMFORT ITS USE IS SOLELY FOR ELECTRONIC EQUIPMENT COOLING.

DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.

PROVIDE STREET ADDRESS IDENTIFICATION PER MUNICIPAL REQUIREMENTS.
THE USE OF THIS SITE WILL GENERATE NO TRASH.
THIS PROJECT DOES NOT REQUIRE WATER OR SEWER
THIS PROJECT REQUIRES PERMANENT POWER & TELEPHONE CONNECTION

A.D.A. COMPLIANCE:

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH THE APPLICABLE BUILDING CODE.

F.C.C. COMPLIANCE:

RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.

PROJECT DESCRIPTION:

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED EQUIPMENT FOR COMPANY'S WIRELESS TELECOMMUNICATIONS NETWORK. FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

THIS FACILITY IS A STATE APPROVED, PREFABRICATED EQUIPMENT SHELTER AND EMERGENCY GENERATOR, TO HOUSE RADIO EQUIPMENT. NO HAZARDOUS MATERIAL WILL BE STORED WITHIN THE FACILITY.

ALL EXITS SHALL BE OPEN ABLE FROM THE INSIDE WITHOUT THE USE OF KEYS OR SPECIAL KNOWLEDGE. MANUALLY OPERATED EDGE OR SURFACE MOUNTED FLUSH BOLTS ARE PROHIBITED.

NEW ANTENNAS AND ASSOCIATED COAXIAL CABLES
NEW PRE-FAB EQUIPMENT SHELTER
NEW CHAIN LINK FENCE
NEW ELECTRICAL SERVICE
CONTRACTOR TO RESTORE THE EXISTING EROSION CONTROL BACK TO EXISTING STATE, MATCH IN KIND

SITE ACQUISITION

CAMPBELL A&Z
6880 W. ANTENLOPE DRIVE
PEORIA, ARIZONA, 85383
PHONE: (623) 376-6380
FAX: (623) 376-0624
CONTACT: MIKE CAMPBELL
campbellaz1@earthlink.net

ARCHITECT

YOUNG DESIGN CORP.
10245 E. VIA LINDA, SUITE 211
SCOTTSDALE, AZ. 85258
PHONE: (480) 451-9609
FAX: (480) 451-9608
CONTACT: MATTHEW A. YOUNG

SURVEYOR

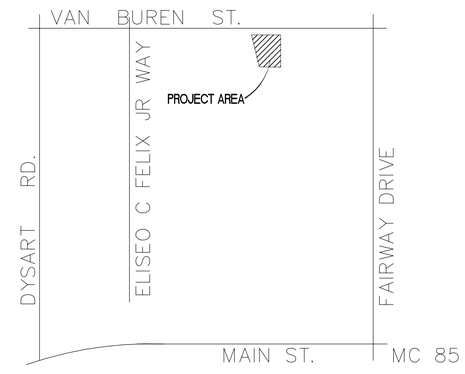
RLF CONSULTING, LLC
PO BOX 11657
CHANDLER, AZ 85248
PHONE: (480) 510-3668
FAX: (480) 584-5824
CONTACT: RYAN FIDLER

LESSOR / OWNER

AVONDALE WATER FACILITY / CITY OF AVONDALE
11465 CIVIC CENTER DR.
AVONDALE, AZ. 85323
PHONE: (623) 333-5019
CONTACT: MICHAEL REESE

SITE PHOTO:

VICINITY MAP:



LESSEE / COMPANY

VERIZON WIRELESS
126 W. GEMINI DRIVE
TEMPE, AZ. 85283
PHONE: (480) 752-7250
CONTACT: BETSY MALUMPHY PHONE: (602) 390-9822

SITE COORDINATES:

LATITUDE	: 33° 26' 56.931" N
LONGITUDE	: 112° 19' 50.524" W
ELEVATION	: 972.8'

NORTH

DRIVING DIRECTIONS:

FROM VERIZON OFFICE AT 126 W. GEMINI DRIVE, TEMPE, AZ. TAKE GAUDALUPE RD TO HARDY, NORTH TO BASELINE. WEST ON BASELINE TO I-10 APPROXIMATELY 24 MILES TO AVONDALE BLVD EXIT. TAKE AVONDALE BLVD EXIT SOUTH TO VAN BUREN ST. WEST ON VAN BUREN ST TO THE SITE AT 12533 W. VAN BUREN ST. SITE WILL BE ON RIGHT SIDE OF THE ROAD

SHEET INDEX:

T1	TITLE SHEET, PROJECT INFO
1 OF 1	ALTA SURVEY
C1	BOUNDARY SURVEY, LEASE AREA
C2	BOUNDARY SURVEY, LEASE AREA
Z0	AS-BUILT SITE PLAN
Z1	OVERALL SITE PLAN
Z2	ARCHITECTURAL SITE PLAN
Z3	NORTH ELEVATION
Z4	EAST ELEVATION

CLIENT

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608

SEAL

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REGISTERED PROFESSIONAL ARCHITECT 19382 RONALD C. YOUNG 5/1/11 Date Signed ARIZONA U.S.A.

EXP. 12/31/13

THIS DOCUMENT CONTAINS AN ELECTRONIC SIGNATURE PURSUANT TO A.R.S. TITLE 41 AND TITLE 44. IT IS A VIOLATION FOR ANY PERSON, UNLESS UNDER THE DIRECT SUPERVISION OF THE REGISTRANT, TO MODIFY THIS DOCUMENT IN ANY WAY.

PRELIMINARY UNLESS SIGNED

NO.	DATE	DESCRIPTION
1	08/08/11	PRELIMINARY REVIEW
2	11/15/11	CITY COMMENTS
3	03/21/12	CITY COMMENTS
4	05/15/12	CITY COMMENTS

ARCHITECTS JOB NO.
YDC-2553

PROJECT INFORMATION

PHO-COLDWATER SPRINGS
12533 W. VAN BUREN ST
AVONDALE, AZ. 85323

SHEET TITLE

TITLE SHEET

JURISDICTION APPROVAL

SHEET NUMBER

T-1

ALTA/ACSM LAND TITLE SURVEY

LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN
THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA,
RECORDED IN BOOK 1003 OF MAPS, PAGE 27

LEGAL DESCRIPTION

LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27.

SCHEDULE B EXCEPTIONS

1. TAXES, IF ANY, FOR THE YEAR OF 2011 A LIEN NOT YET DUE AND PAYABLE, FIRST HALF DUE ON OCTOBER 1, 2011 AND DELINQUENT NOVEMBER 1, 2011, PLUS PENALTIES AND INTEREST, SECOND HALF PAYABLE ON OR BEFORE MARCH 2012 AND DELINQUENT MAY 1, 2012.

2. ANY ACTION BY THE COUNTY ASSESSOR AND/OR TREASURER, ALTERING THE CURRENT OR PRIOR TAX ASSESSMENT, SUBSEQUENT TO THE EFFECTIVE DATE HEREIN IN.

3. WATER RIGHTS, CLAIMS TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

4. ANY CHARGE, LIABILITIES OR OBLIGATIONS UPON SAID LAND BY REASON OF ITS INCLUSION IN ANY SPECIAL DISTRICT(S) AS SET FORTH BY THE TAXING AUTHORITIES OF SAID COUNTY, CITY OR COMMUNITY DEVELOPMENT PURSUANT TO TITLE 48, ARIZONA REVISED STATUTES.

5. THE LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY REASON OF: (A) INCLUSION THEREOF WITHIN THE BOUNDARIES OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT; (B) MEMBERSHIP OF THE OWNER THEREOF IN THE SALT RIVER VALLEY WATER USERS' ASSOCIATION, AN ARIZONA CORPORATION AND (C) THE TERMS OF ANY WATER RIGHT APPLICATION MADE UNDER THE RECLAMATION LAWS OF THE UNITED STATES FOR THE PURPOSE OF OBTAINING WATER RIGHTS FOR SAID LAND.

6. TERMS, CONDITIONS AND STIPULATIONS AS SET FORTH IN THAT CERTAIN DOCUMENT ENTITLED "INTERGOVERNMENTAL AGREEMENT" AND RECORDED AS INSTRUMENT NO. 2002-629076 OF OFFICIAL RECORDS.(NOT PLOTTABLE)

7. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND SET BACK LINES AS SHOWN ON THE RECORDED PLAT OF SAID SUBDIVISION RECORDED AS BOOK 384 OF MAPS, PAGE 15 AND BOOK 1003 OF MAPS, PAGE 27, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES. (REFERENCED)

8. AN EASEMENT FOR ELECTRIC LINES AND INCIDENTAL PURPOSES THERETO, RECORDED AS INSTRUMENT NO.1986-122706 OF OFFICIAL RECORDS. (REFERENCED)

9. AN EASEMENT FOR POWER DISTRIBUTION AND INCIDENTAL PURPOSES THERETO, RECORDED AS INSTRUMENT NO. 2002-289316 OF OFFICIAL RECORDS. (REFERENCED)

10. TERMS, CONDITIONS AND STIPULATIONS AS SET FORTH IN THAT CERTAIN DOCUMENT ENTITLED "INTERGOVERNMENTAL AGREEMENT" AND RECORDED AS INSTRUMENT NO. 2002-629076 OF OFFICIAL RECORDS. (DUPLICATE)

11. AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES THERETO, RECORDED AS INSTRUMENT NO. 2004-202894OF OFFICIAL RECORDS. (REFERENCED)

12. AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES THERETO, RECORDED AS INSTRUMENT NO. 2010-590893 OF OFFICIAL RECORDS.(REFERENCED)

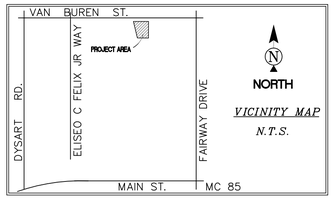
13. AN UNRECORDED LEASE BY AND BETWEEN CITY OF AVONDALE (LESSOR) AND CITY OF AVONDALE MUNICIPAL DEVELOPMENT CORPORATION (LESSEE) AS DISCLOSED BY THAT CERTAIN FIRST SUPPLEMENT TO GROUND LEASE RECORDED AS INSTRUMENT NO. 2002-729947 OF OFFICIAL RECORDS AND THEREAFTER THIRD SUPPLEMENT RECORDED AS 2004-834286, FOURTH SUPPLEMENT RECORDED AS 2005-1392956, FIFTH SUPPLEMENT RECORDED AS 2006-1530057 AND SIXTH SUPPLEMENT RECORDED AS 2008-768968 ALL OF OFFICIAL RECORDS.

14. AN UNRECORDED LEASE BY AND BETWEEN CITY OF AVONDALE MUNICIPAL DEVELOPMENT CORPORATION (LESSOR) AND CITY OF AVONDALE (LESSEE) AS DISCLOSED BY THAT CERTAIN FIRST SUPPLEMENT TO LEASE RECORDED AS INSTRUMENT NO. 2002-729948 OF OFFICIAL RECORDS AND THEREAFTER THIRD SUPPLEMENT RECORDED AS 2004-834287, FOURTH SUPPLEMENT RECORDED AS 2005-1392957, FIFTH SUPPLEMENT RECORDED AS 2006-1530058 AND SIXTH SUPPLEMENT RECORDED AS 2008-768969 ALL OF OFFICIAL RECORDS.

15. RIGHTS OF PARTIES IN POSSESSION BY REASON OF ANY UNRECORDED LEASES OR MONTH TO MONTH TENANCIES.

LEGEND

- WATER CONTROL VALVE
- IRRIGATION CONTROL VALVE
- SEWER CLEANOUT
- ELECTRIC METER
- ELECTRIC CABINET
- ELECTRIC JUNCTION BOX
- ELECTRIC TRANSFORMER
- FIRE HYDRANT
- BACKFLOW PREVENTER
- WATER MANHOLE
- SAN SEWER MANHOLE
- STORM MANHOLE
- STREET LIGHT W/ MAST ARM
- BREAKLINE
- FIBER VAULT
- GUY WIRE
- POWER POLE
- LIGHT POLE
- BRASS CAP IN HAND HOLE
- CALCULATED POSITION
- BRASS CAP FLUSH
- SET 1/2" REBAR W/CAP "LS 44007"
- BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- E — ELECTRIC BLUESTAKE
- SS — SANITARY SEWER BLUESTAKE
- W — WATER BLUESTAKE
- F — FIBER BLUESTAKE
- M.C.R. — MARICOPA COUNTY RECORDER



SURVEYOR'S NOTES

1. GLOBAL POSITIONING SATELLITE (G.P.S.) INSTRUMENTATION WAS USED DURING THE COURSE OF THE FIELD SURVEY. ALL DISTANCES REFERENCED HEREON HAVE BEEN CALCULATED TO GROUND DISTANCES USING A COMBINED SCALE FACTOR OF 1.000126.
2. MEASUREMENTS SHOWN HEREON FALL WITHIN ACCEPTABLE TOLERANCES AS DEFINED BY THE ARIZONA MINIMUM BOUNDARY STANDARDS UNLESS OTHERWISE NOTED.
3. THE SURVEYOR HAS MADE NO ATTEMPT AND HAS NOT OBTAINED ANY INFORMATION RELATING TO, AND HAS NO KNOWLEDGE OF ANY PROPOSED RIGHT-OF-WAYS, EASEMENTS, OR DEDICATIONS THAT ANY MUNICIPALITY, INDIVIDUAL OR GOVERNMENTAL AGENCY MAY HAVE MADE OR MAY REQUIRE.
4. BUILDING SETBACK LINES, ZONING, FLOOD AREA ZONES, AND ADDRESSES THAT MAY BE SHOWN ARE SUPPLIED BY THE GOVERNING AGENCY OR TAKEN FROM THE BEST AVAILABLE RECORDS. THE SURVEYOR WILL NOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION SUPPLIED BY OTHERS.
5. THE DESCRIPTION OF PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON, REPRESENT THAT INFORMATION PROVIDED IN MEMORANDUM REPORT ORDER NO. 11-04-0013, PREPARED BY WESTERN REGIONAL TITLE AGENCY, DATED NOVEMBER 16, 2011 AT 5:00 P.M. ANY INFORMATION SHOWN WHICH MAY VARY FROM THE CONTENTS OF THE REPORT(S) NOTED ABOVE, REPRESENTS INFORMATION AND MEASUREMENTS FOUND DURING THE COURSE OF THE SURVEY.
6. THERE WAS NO OBSERVABLE EVIDENCE OF THIS SITE BEING USED AS A SOLID WASTE DUMP DURING THE COURSE OF THIS SURVEY. EXCEPT AS SHOWN HEREON THERE WAS NO EVIDENCE OF RIGHT-OF-WAY LINES EITHER EXISTING OR PROPOSED DURING THE COURSE OF THIS SURVEY.
7. THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
8. EVIDENCE FOUND OF EARTH MOVING DURING THE COURSE OF THIS SURVEY. SLOPE FEATURES AND EXCAVATED AREAS MAY HAVE CHANGED SINCE THE DATE OF FIELD WORK PERFORMED FOR THIS SURVEY ON 11/30/11.
9. USE OF THE INFORMATION, CONTAINED IN THIS A.L.T.A./A.C.S.M. LAND TITLE SURVEY, FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED ("TITLE INSURANCE MATTERS"), IS FORBIDDEN, UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY RLF CONSULTING, LLC. AND THEREFORE SHALL HAVE NO LIABILITY FOR ANY SUCH UNAUTHORIZED USE.

PROJECT META DATA

1. ELEVATIONS ARE BASED UPON CITY OF AVONDALE BENCHMARK LOCKRIDGE. ELEVATION=972.05 (NAVD88)
2. BASIS OF BEARING: SOUTH 88°22'22" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 11 AS SHOWN ON THE FINAL PLAT OF COLDWATER PLACE, RECORDED IN BOOK 1003 OF SURVEYS, PAGE 27, M.C.R.
3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 11/30/11.

LOT AREA

LOT 1= 256,345 SQUARE FEET.

REFERENCE DOCUMENTS

FINAL PLAT OF COLDWATER PLACE RECORDED IN BOOK 1003 OF SURVEYS, PAGE 27, M.C.R. (R)

FINAL PLAT OF COLDWATER SPRINGS PARCEL 2-UNIT 1 RECORDED IN BOOK 538 OF SURVEYS, PAGE 50, M.C.R.

RESULTS OF SURVEY RECORDED IN BOOK 1085 OF SURVEYS, PAGE 50, M.C.R.

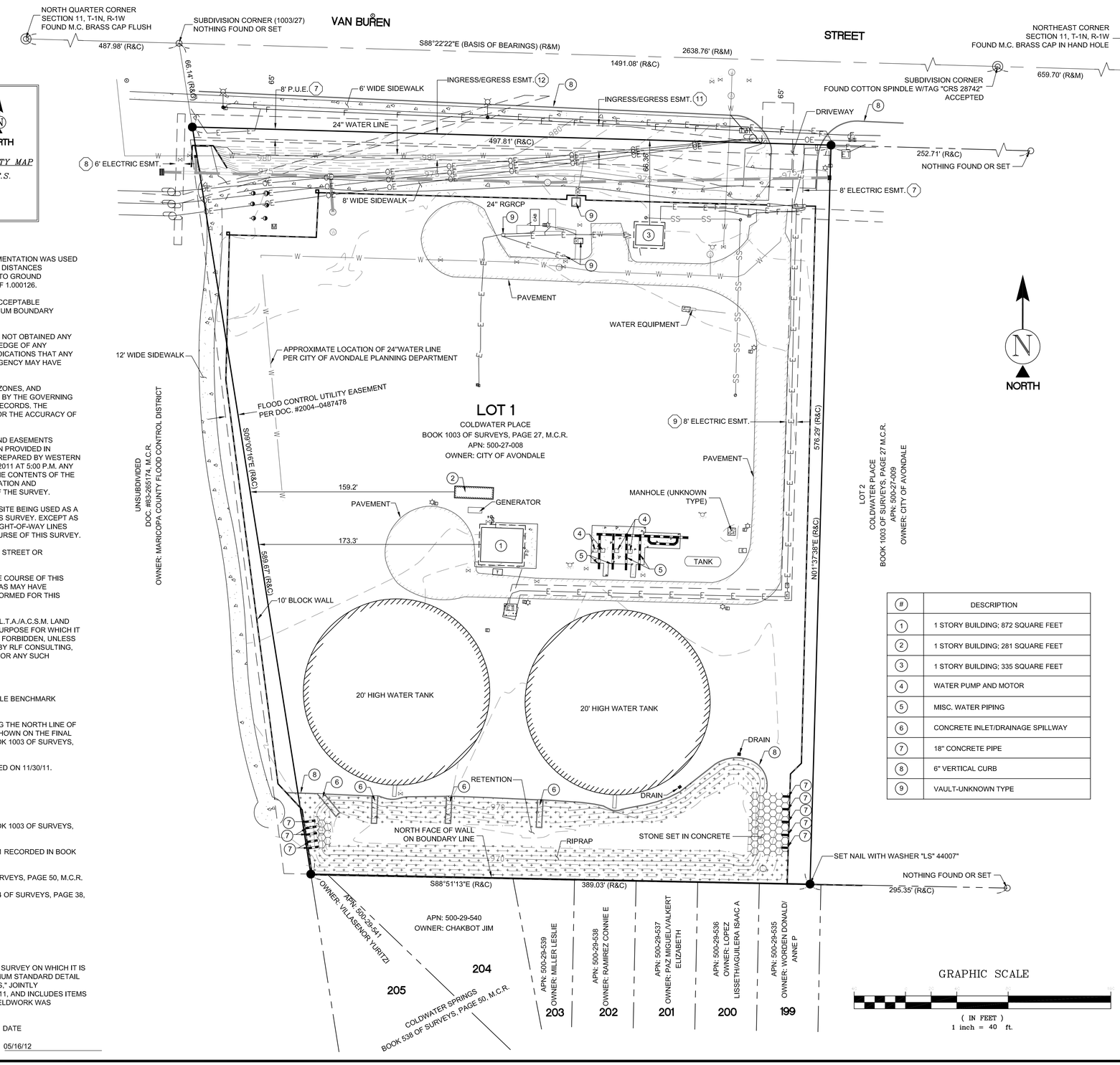
RECORD OF SURVEY "GDACS" RECORDED IN BOOK 694 OF SURVEYS, PAGE 38, M.C.R.

CERTIFICATION

TO:
CITY OF AVONDALE
WESTERN REGIONAL TITLE AGENCY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2011, AND INCLUDES ITEMS 1, 4, 8, 11, 14, 15, AND 16 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 11/30/11.

RYAN L. FIDLER, R.L.S. 44007 — DATE 05/16/12



#	DESCRIPTION
1	1 STORY BUILDING; 872 SQUARE FEET
2	1 STORY BUILDING; 281 SQUARE FEET
3	1 STORY BUILDING; 335 SQUARE FEET
4	WATER PUMP AND MOTOR
5	MISC. WATER PIPING
6	CONCRETE INLET/DRAINAGE SPILLWAY
7	18" CONCRETE PIPE
8	6" VERTICAL CURB
9	VAULT-UNKNOWN TYPE

NO.	DATE	REVISION	BY

PURPOSE: ALTA/ACSM LAND TITLE SURVEY

FIELD BY: NGS
DRAWN BY: MJG
CHECKED BY: RLF

rlf Consulting, llc
Land Survey & Mapping Solutions
6197 South Rural Road, Suite 101 | Tempe, AZ 85283
p. 480.478.3032 | f. 480.839.0200 | www.rlfconsulting.com

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 44007 — RYAN L. FIDLER — Date Signed 05/16/12 — ARIZONA, U.S.A. — EXPIRES 03/31/15

ALTA/ACSM LAND TITLE SURVEY
LOT ONE, "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27.

SECTION: 11
TWNSHP: 1 N.
RANGE: 1 W.

JOB NO.: 09006220

SCALE 1"=40'

SHEET 1 OF 1

LESSOR'S LEGAL DESCRIPTION

LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27.

PROPOSED LESSEE 8.00' ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 8.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 4.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT ONE BEARS NORTH 88°22'22" WEST A DISTANCE OF 497.81 FEET; THENCE NORTH 88°22'22" WEST, ALONG THE NORTH LINE OF SAID LOT ONE, 37.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'27" WEST, 37.85 FEET; THENCE NORTH 88°17'30" WEST, 34.70 FEET; THENCE SOUTH 85°38'41" WEST, 33.63 FEET; THENCE NORTH 90°00'00" WEST, 9.89 FEET; THENCE NORTH 82°33'02" WEST, 56.81 FEET; THENCE NORTH 84°56'43" WEST, 31.18 FEET; THENCE NORTH 89°00'00" WEST, 17.20 FEET; THENCE SOUTH 87°48'12" WEST, 45.04 FEET; THENCE SOUTH 87°45'34" WEST, 61.12 FEET; THENCE NORTH 89°36'30" WEST, 31.59 FEET; THENCE NORTH 87°01'40" WEST, 56.04 FEET; THENCE SOUTH 88°50'22" WEST, 21.77 FEET; THENCE SOUTH 82°16'51" WEST, 20.03 FEET; THENCE NORTH 88°17'30" WEST, 5.00 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO TERMINATE UPON THE NORTH LINE OF SAID LOT ONE.

PROPOSED LESSEE 5.00' ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 5.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 2.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT ONE BEARS NORTH 88°22'22" WEST A DISTANCE OF 497.81 FEET; THENCE NORTH 88°22'22" WEST, ALONG THE NORTH LINE OF SAID LOT ONE, 37.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'27" WEST, 37.85 FEET; THENCE NORTH 88°17'30" WEST, 34.70 FEET; THENCE SOUTH 85°38'41" WEST, 33.63 FEET; THENCE NORTH 90°00'00" WEST, 9.89 FEET; THENCE NORTH 82°33'02" WEST, 56.81 FEET; THENCE NORTH 84°56'43" WEST, 31.18 FEET; THENCE NORTH 89°00'00" WEST, 17.20 FEET; THENCE SOUTH 87°48'12" WEST, 45.04 FEET; THENCE SOUTH 87°45'34" WEST, 61.12 FEET; THENCE NORTH 89°36'30" WEST, 31.59 FEET; THENCE NORTH 87°01'40" WEST, 56.04 FEET; THENCE SOUTH 88°50'22" WEST, 21.77 FEET; THENCE SOUTH 82°16'51" WEST, 20.03 FEET; THENCE NORTH 88°17'30" WEST, 5.00 FEET; THENCE SOUTH 01°39'57" WEST, 4.00 FEET; THENCE SOUTH 88°17'30" EAST, 2.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'30" WEST, 34.55 FEET TO THE POINT OF TERMINUS.

PROPOSED LESSEE LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT ONE BEARS NORTH 88°22'22" WEST A DISTANCE OF 497.81 FEET; THENCE NORTH 88°22'22" WEST, ALONG THE NORTH LINE OF SAID LOT ONE, 37.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'27" WEST, 37.85 FEET; THENCE NORTH 88°17'30" WEST, 34.70 FEET; THENCE SOUTH 85°38'41" WEST, 33.63 FEET; THENCE NORTH 90°00'00" WEST, 9.89 FEET; THENCE NORTH 82°33'02" WEST, 56.81 FEET; THENCE NORTH 84°56'43" WEST, 31.18 FEET; THENCE NORTH 89°00'00" WEST, 17.20 FEET; THENCE SOUTH 87°48'12" WEST, 45.04 FEET; THENCE SOUTH 87°45'34" WEST, 61.12 FEET; THENCE NORTH 89°36'30" WEST, 31.59 FEET; THENCE NORTH 87°01'40" WEST, 56.04 FEET; THENCE SOUTH 88°50'22" WEST, 21.77 FEET; THENCE SOUTH 82°16'51" WEST, 20.03 FEET; THENCE NORTH 88°17'30" WEST, 5.00 FEET; THENCE SOUTH 01°39'57" WEST, 6.00 FEET; THENCE SOUTH 88°17'30" EAST, 2.50 FEET; THENCE SOUTH 01°42'30" WEST, 32.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°19'56" WEST, 8.17 FEET; THENCE SOUTH 01°26'36" WEST, 45.00 FEET; THENCE SOUTH 88°19'56" EAST, 21.00 FEET; THENCE NORTH 01°26'36" EAST, 45.00 FEET; THENCE NORTH 88°19'56" WEST, 12.83 FEET TO THE POINT OF BEGINNING.

PROPOSED LESSEE UTILITY EASEMENT LEGAL DESCRIPTION

A 4.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 2.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHEAST CORNER OF SAID LOT ONE BEARS SOUTH 88°22'22" EAST A DISTANCE OF 497.81 FEET; THENCE SOUTH 88°22'22" EAST, ALONG THE NORTH LINE OF SAID LOT ONE, 72.51 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'30" WEST, 75.43 FEET TO A POINT HEREON REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 01°42'30" WEST, 5.43 FEET; THENCE NORTH 88°19'56" WEST, 30.26 FEET TO THE POINT OF TERMINUS.

ALSO BEGINNING FROM SAID POINT "A"; THENCE SOUTH 88°17'45" EAST, 26.18 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO TERMINATE UPON THE NORTH LINE OF SAID LOT ONE.

PROJECT META DATA

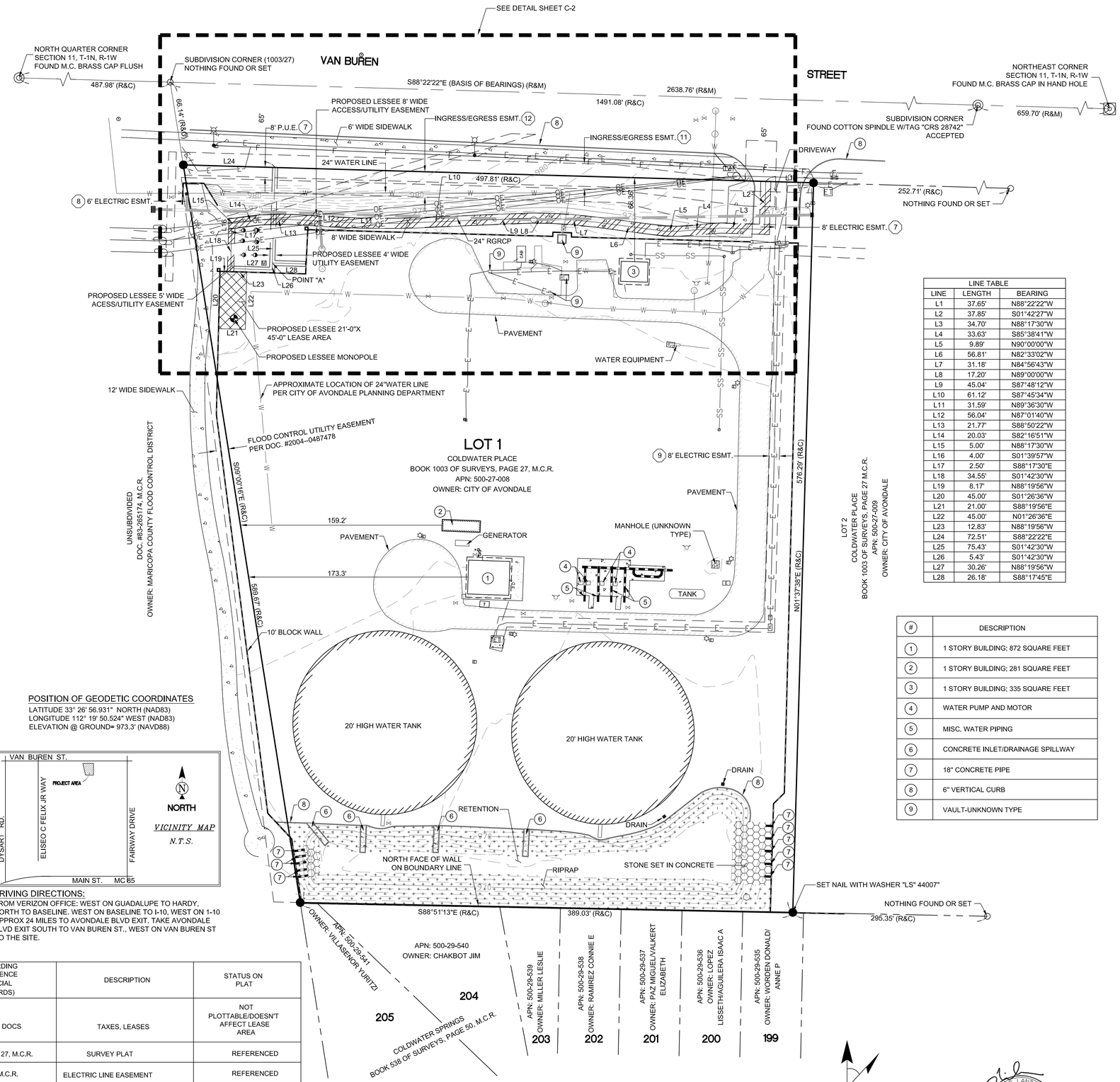
1. ELEVATIONS ARE BASED UPON CITY OF AVONDALE BENCHMARK LOCKRIDGE. ELEVATION=972.05 (NAVD88)
2. BASIS OF BEARING: SOUTH 88°22'22" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 11 AS SHOWN ON THE FINAL PLAT OF COLDWATER PLACE, RECORDED IN BOOK 1003 OF SURVEYS, PAGE 27, M.C.R.
3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 11/30/11.

SURVEYOR'S NOTES

1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY WESTERN REGIONAL TITLE AGENCY, ORDER NO.; 11-04-0013 EFFECTIVE DATE: 11/16/2011.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

LEGEND

- WATER CONTROL VALVE
- IRRIGATION CONTROL VALVE
- SEWER CLEANOUT
- ELECTRIC METER
- ELECTRIC CABINET
- ELECTRIC JUNCTION BOX
- ELECTRIC TRANSFORMER
- FIRE HYDRANT
- BACKFLOW PREVENTER
- WATER MANHOLE
- SAN SEWER MANHOLE
- STORM MANHOLE
- STREET LIGHT W/ MAST ARM
- BREAKLINE
- FIBER VAULT
- GUY WIRE
- POWER POLE
- LIGHT POLE
- BRASS CAP IN HAND HOLE
- CALCULATED POSITION
- BRASS CAP FLUSH
- SET 1/2" REBAR W/CAP "LS 44007"
- BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- E — ELECTRIC BLUESTAKE
- SS — SANITARY SEWER BLUESTAKE
- W — WATER BLUESTAKE
- F — FIBER BLUESTAKE
- M.C.R. — MARICOPA COUNTY RECORDER



LINE TABLE		
LINE	LENGTH	BEARING
L1	37.65'	N88°22'22"W
L2	37.85'	S01°42'27"W
L3	34.70'	N88°17'30"W
L4	33.63'	S85°38'41"W
L5	9.89'	N90°00'00"W
L6	56.81'	N82°33'02"W
L7	31.18'	N84°56'43"W
L8	17.20'	N89°00'00"W
L9	45.04'	S87°48'12"W
L10	61.12'	S87°45'34"W
L11	31.59'	N89°36'30"W
L12	56.04'	N87°01'40"W
L13	21.77'	S88°50'22"W
L14	20.03'	S82°16'51"W
L15	5.00'	N88°17'30"W
L16	4.00'	S01°39'57"W
L17	2.50'	S88°17'30"E
L18	34.55'	S01°42'30"W
L19	8.17'	N88°19'56"W
L20	45.00'	S01°26'36"W
L21	21.00'	S88°19'56"E
L22	45.00'	N01°26'36"E
L23	12.83'	N88°19'56"W
L24	72.51'	S88°22'22"E
L25	75.43'	S01°42'30"W
L26	5.43'	S01°42'30"W
L27	30.26'	N88°19'56"W
L28	26.18'	S88°17'45"E

#	DESCRIPTION
1	1 STORY BUILDING; 872 SQUARE FEET
2	1 STORY BUILDING; 281 SQUARE FEET
3	1 STORY BUILDING; 335 SQUARE FEET
4	WATER PUMP AND MOTOR
5	MISC. WATER PIPING
6	CONCRETE INLET/DRAINAGE SPILLWAY
7	18" CONCRETE PIPE
8	6" VERTICAL CURB
9	VAULT-UNKNOWN TYPE

POSITION OF GEODETIC COORDINATES

LATITUDE 33° 26' 56.931" NORTH (NAD83)
LONGITUDE 112° 19' 50.524" WEST (NAD83)
ELEVATION @ GROUND= 973.3' (NAVD88)

DRIVING DIRECTIONS:

FROM VERIZON OFFICE: WEST ON GUADALUPE TO HARDY, NORTH TO BASELINE. WEST ON BASELINE TO I-10, WEST ON 1-10 APPROX 24 MILES TO AVONDALE BLVD EXIT. TAKE AVONDALE BLVD EXIT SOUTH TO VAN BUREN ST., WEST ON VAN BUREN ST TO THE SITE.

TITLE COMMITMENT REFERENCE NUMBER	RECORDING REFERENCE (OFFICIAL RECORDS)	DESCRIPTION	STATUS ON PLAT
EXCEPTION #1-6, 9-25	VARIOUS DOCS	TAXES, LEASES	NOT PLOTTABLE/DOESN'T AFFECT LEASE AREA
EXCEPTION #7	BK. 1003, PG. 27, M.C.R.	SURVEY PLAT	REFERENCED
EXCEPTION #8	1986-122706 M.C.R.	ELECTRIC LINE EASEMENT	REFERENCED
EXCEPTION #9	2002-289316 M.C.R.	POWER DISTRIBUTION ESMT.	REFERENCED
EXCEPTION #11	2004-202894 M.C.R.	INGRESS/EGREESS	REFERENCED
EXCEPTION #12	2010-590893 M.C.R.	INGRESS/EGREESS	REFERENCED

EXPIRES 03/31/15

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corp@ydcoffice.com

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FIELD BY:	NGS
DRAWN BY:	MJG
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
1	04/07/11	COMPLETED SURVEY
2	05/20/11	ADDED NEW UE
3	12/14/11	REVISED SURVEY
4	02/13/12	REVISED EASEMENTS
5	02/23/12	REVISED EASEMENTS
6	04/09/12	ADDITIONAL SURVEY
7	05/16/12	ADDITIONAL SURVEY

rlf Consulting, llc
Land Survey & Mapping Solutions
6197 South Rural Road, Suite, 101
Tempe, AZ 85283
p. 480.510.3668 | f. 480.839.0200
www.rlfconsulting.com

RLF PROJECT No.
09006220

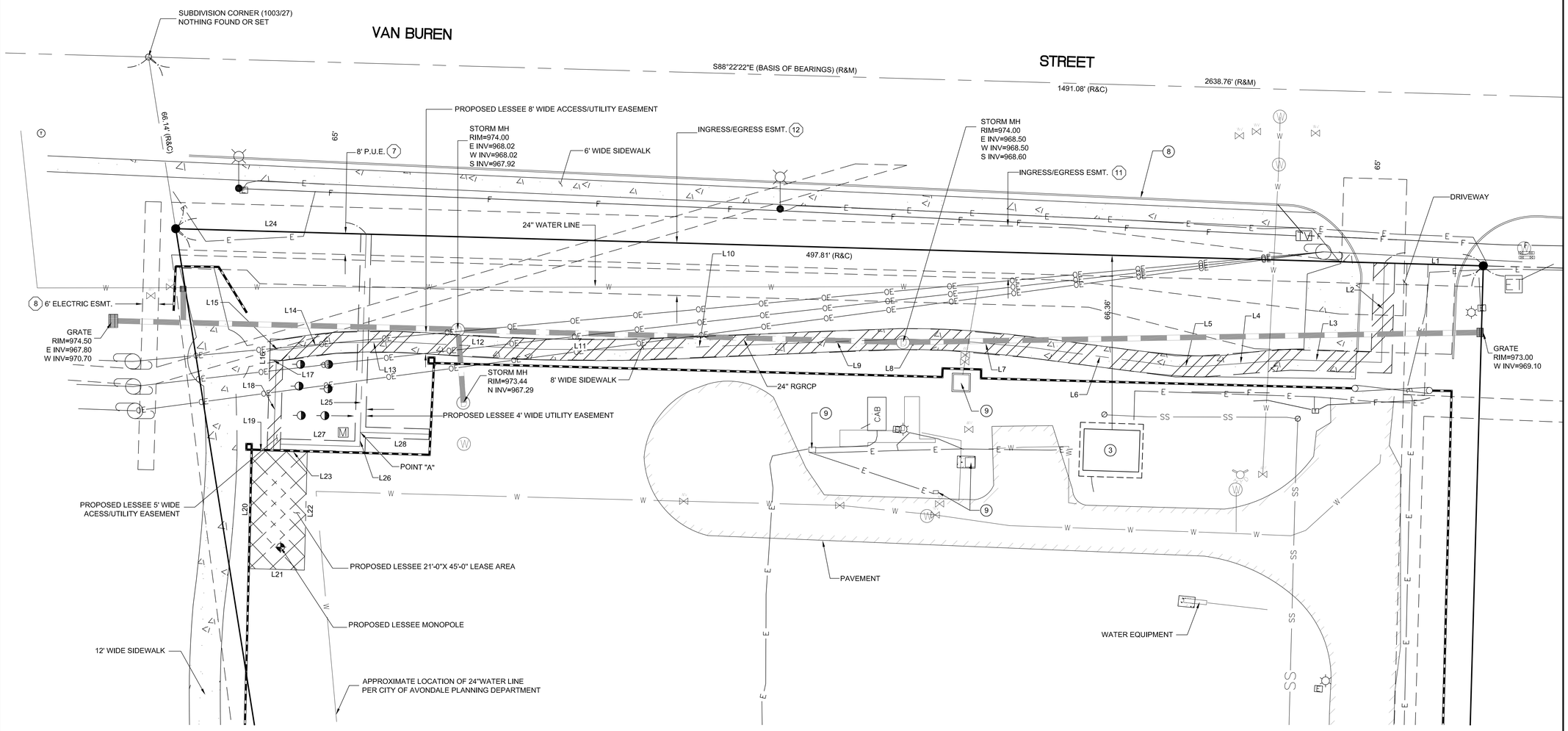
SITE NAME:
PHO COLDWATER SPRINGS

SITE NUMBER:

SITE ADDRESS:
12533 W. VAN BUREN ST.
AVONDALE, AZ 85323

SHEET TITLE:
SITE SURVEY

SHEET NO.	REVISION:
C-1	



LEGEND

- FIRE HYDRANT
- STREET LIGHT W/ MAST ARM
- BREAKLINE
- FIBER VAULT
- GUY WIRE
- POWER POLE
- LIGHT POLE
- BRASS CAP IN HAND HOLE
- CALCULATED POSITION
- BRASS CAP FLUSH
- SET 1/2" REBAR W/CAP "LS 44007"
- BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- E — ELECTRIC BLUESTAKE
- SS — SANITARY SEWER BLUESTAKE
- W — WATER BLUESTAKE
- F — FIBER BLUESTAKE
- M.C.R. — MARICOPA COUNTY RECORDER

TITLE COMMITMENT REFERENCE NUMBER	RECORDING REFERENCE (OFFICIAL RECORDS)	DESCRIPTION	STATUS ON PLAT
EXCEPTION #1-6, 9-25	VARIOUS DOCS	TAXES, LEASES	NOT PLOTTABLE/DOESN'T AFFECT LEASE AREA
EXCEPTION #7	BK. 1003, PG. 27, M.C.R.	SURVEY PLAT	REFERENCED
EXCEPTION #8	1986-122706 M.C.R.	ELECTRIC LINE EASEMENT	REFERENCED
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EXCEPTION #11	2004-202894 M.C.R.	INGRESS/EGREESS	REFERENCED
EXCEPTION #12	2010-590893 M.C.R.	INGRESS/EGREESS	REFERENCED

#	DESCRIPTION
1	1 STORY BUILDING; 872 SQUARE FEET
2	1 STORY BUILDING; 281 SQUARE FEET
3	1 STORY BUILDING; 335 SQUARE FEET
4	WATER PUMP AND MOTOR
5	MISC. WATER PIPING
6	CONCRETE INLET/DRAINAGE SPILLWAY
7	18" CONCRETE PIPE
8	6" VERTICAL CURB
9	VAULT-UNKNOWN TYPE

LINE TABLE

LINE	LENGTH	BEARING
L1	37.65'	N88°22'22"W
L2	37.85'	S01°42'27"W
L3	34.70'	N88°17'30"W
L4	33.63'	S85°38'41"W
L5	9.89'	N90°00'00"W
L6	56.81'	N82°33'02"W
L7	31.18'	N84°56'43"W
L8	17.20'	N89°00'00"W
L9	45.04'	S87°48'12"W
L10	61.12'	S87°45'34"W
L11	31.59'	N89°36'30"W
L12	56.04'	N87°01'40"W
L13	21.77'	S88°50'22"W
L14	20.03'	S82°16'51"W
L15	5.00'	N88°17'30"W
L16	4.00'	S01°39'57"W
L17	2.50'	S88°17'30"E
L18	34.55'	S01°42'30"W
L19	8.17'	N88°19'56"W
L20	45.00'	S01°26'36"W
L21	21.00'	S88°19'56"E
L22	45.00'	N01°26'36"E
L23	12.83'	N88°19'56"W
L24	72.51'	S88°22'22"E
L25	75.43'	S01°42'30"W
L26	5.43'	S01°42'30"W
L27	30.26'	N88°19'56"W
L28	26.18'	S88°17'45"E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44007
RYAN L.
FIDLER
Date Signed 05/16/12
ARIZONA, U.S.A.
EXPIRES 03/31/15

N
11° 03'
MAG
NORTH

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

young design corp
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www.rlfconsulting.com

RLF PROJECT No.
09006220

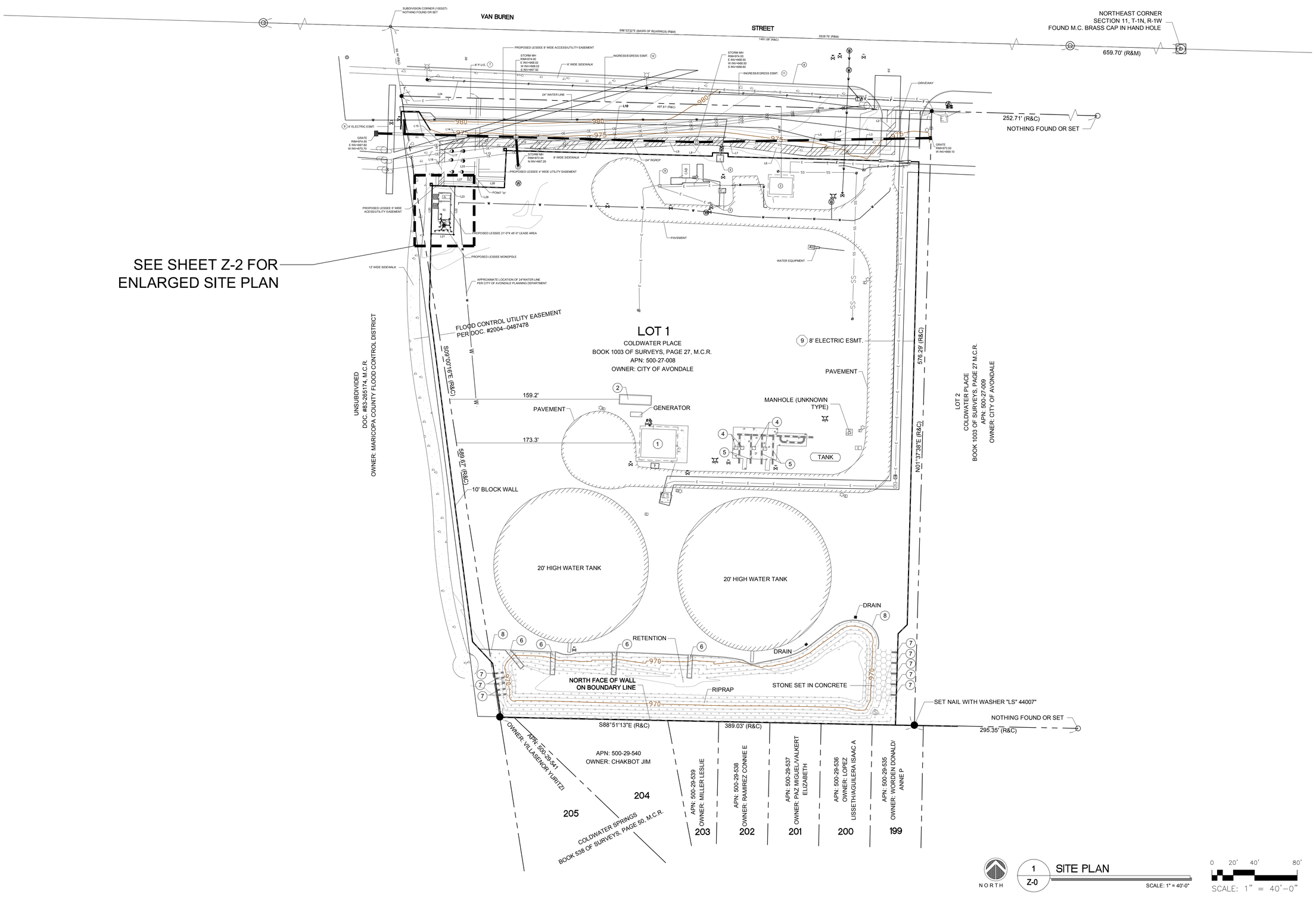
SITE NAME:
PHO COLDWATER SPRINGS

SITE NUMBER:

SITE ADDRESS:
12533 W. VAN BUREN ST.
AVONDALE, AZ 85323

SHEET TITLE:
SITE SURVEY

SHEET NO.	REVISION:
C-2	



CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

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19382
RONALD C. YOUNG
Date Signed 5/21/12
ARIZONA U.S.A.

EXP. 12/31/13

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NO.	DATE	DESCRIPTION
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2	11/15/11	CITY COMMENTS
3	03/21/12	CITY COMMENTS
4	05/15/12	CITY COMMENTS

ARCHITECTS JOB NO.
YDC-2553

PROJECT INFORMATION

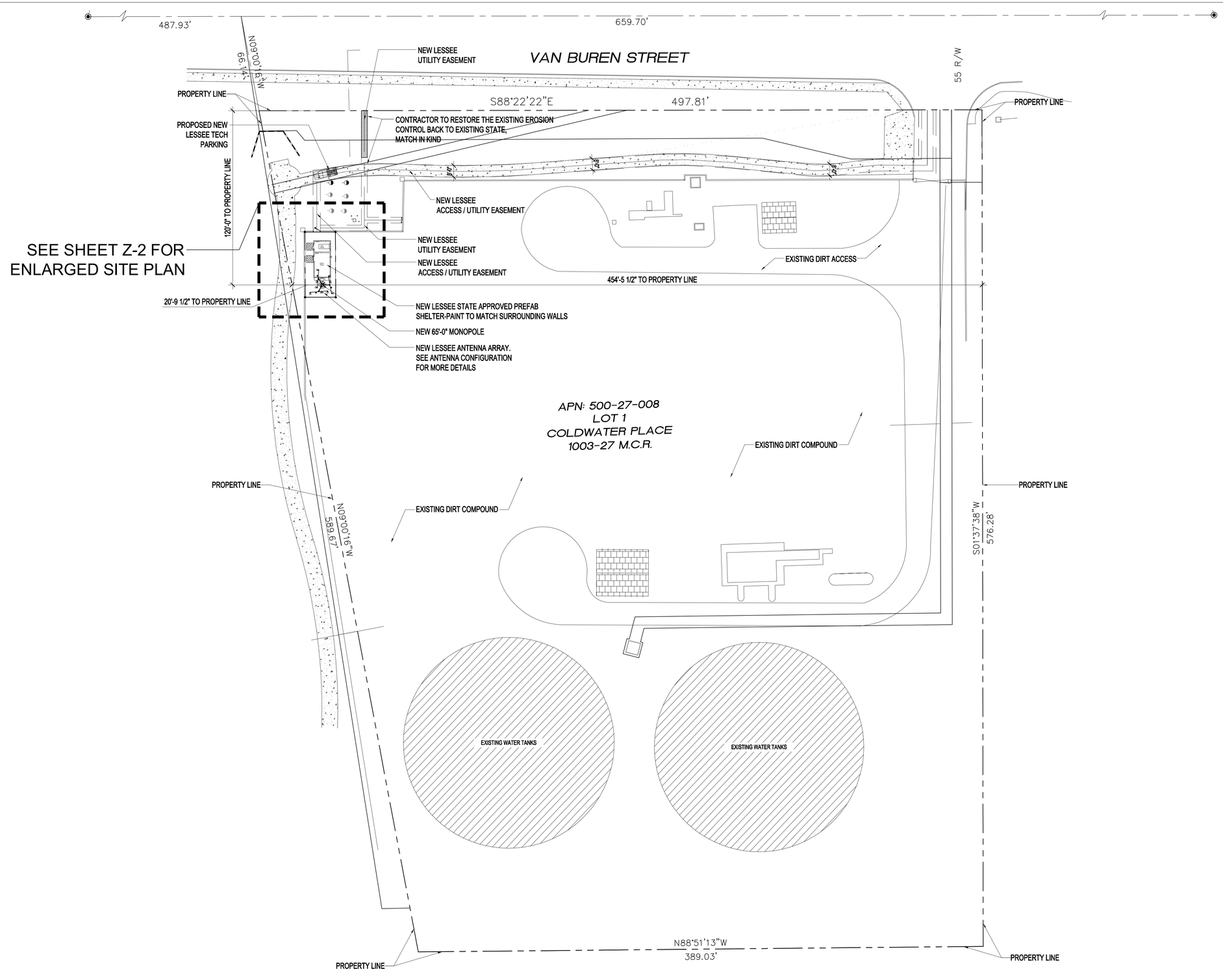
PHO-COLDWATER SPRINGS
12533 W. VAN BUREN ST
AVONDALE, AZ. 85323

SHEET TITLE

AS-BUILT SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER
Z-0



NORTH

1 / Z-1 SITE PLAN

SCALE: 1/32" = 1'-0"

0 16' 32' 64'

SCALE: 1/32" = 1'-0"

CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
REAL ESTATE SIGNATURE	

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4	05/15/12	CITY COMMENTS

ARCHITECTS JOB NO.

YDC-2553

PROJECT INFORMATION

PHO-COLDWATER SPRINGS
12533 W. VAN BUREN ST
AVONDALE, AZ. 85323

SHEET TITLE

OVERALL SITE PLAN

JURISDICTION APPROVAL

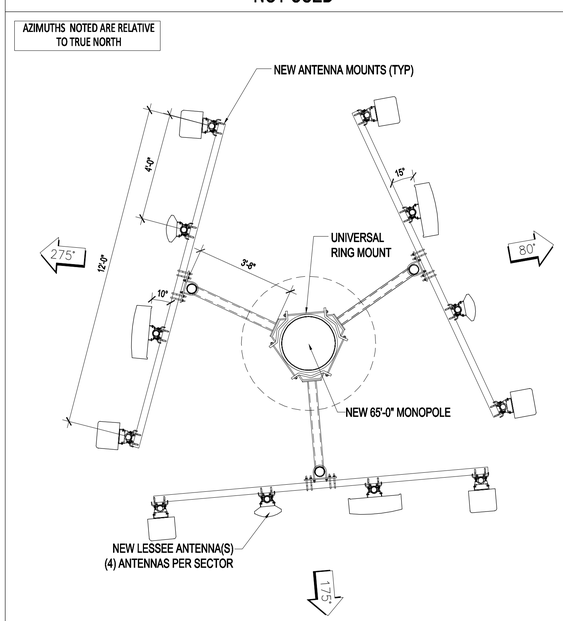
SHEET NUMBER

Z-1

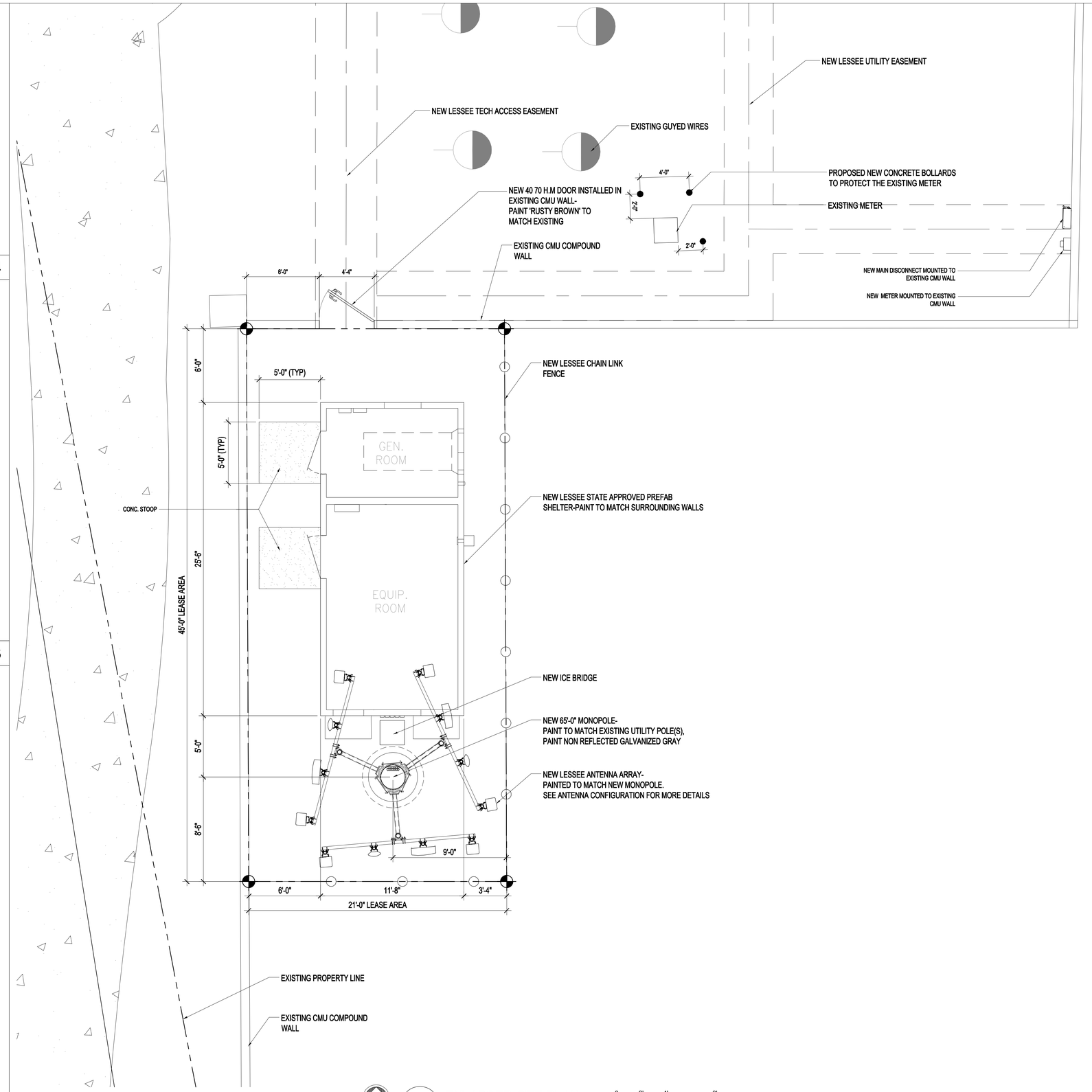
COAXIAL CABLE TABLE					
SECTOR	AZIMUTH	LENGTH	NO.	SIZE	TYPE
ALPHA	80°	± 80'-0"	8	7/8"	AVA5-50
BETA	175°	± 80'-0"	8	7/8"	AVA5-50
GAMMA	275°	± 80'-0"	8	7/8"	AVA5-50

COAX CABLE INFORMATION | 4

NOT USED | 3



ANTENNA CONFIGURATION | 2



CLIENT

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126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
REAL ESTATE SIGNATURE	

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ARCHITECTS JOB NO.
YDC-2553

PROJECT INFORMATION

PHO-COLDWATER SPRINGS
12533 W. VAN BUREN ST
AVONDALE, AZ. 85323

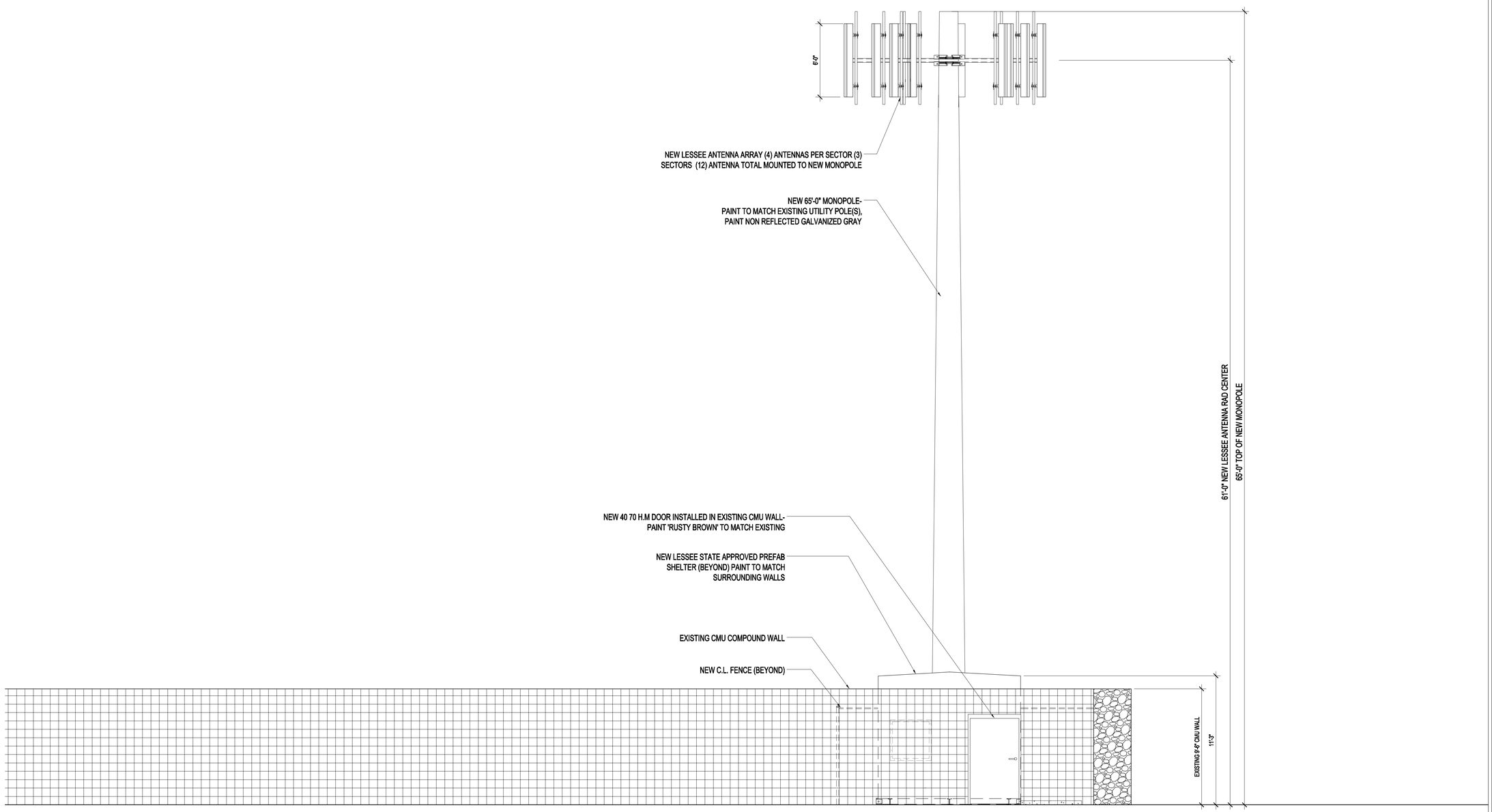
SHEET TITLE

ENLARGED SITE PLAN
SITE DETAILS

JURISDICTION APPROVAL

SHEET NUMBER

Z-2



1 / Z-3 NORTH ELEVATION

SCALE: 1/4" = 1'-0"

0 2' 4' 8'

SCALE: 1/4" = 1'-0"

CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
REAL ESTATE SIGNATURE	

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ARCHITECTS JOB NO.

YDC-2553

PROJECT INFORMATION

PHO-COLDWATER SPRINGS
12533 W. VAN BUREN ST
AVONDALE, AZ. 85323

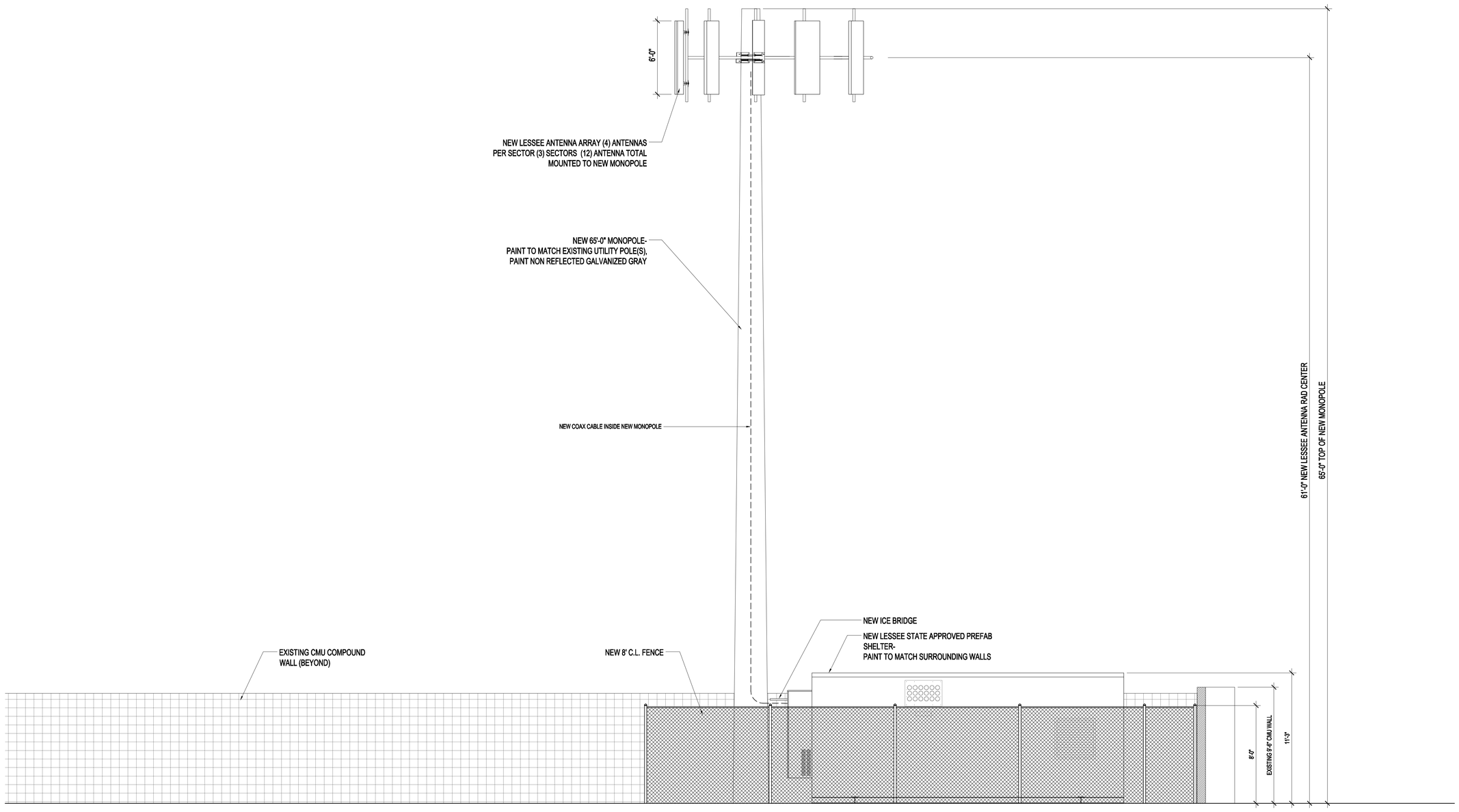
SHEET TITLE

NORTH ELEVATION

JURISDICTION APPROVAL

SHEET NUMBER

Z-3



1 / Z-4 EAST ELEVATION

SCALE: 1/4" = 1'-0"

0 2' 4' 8'

SCALE: 1/4" = 1'-0"

CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

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ARCHITECTS JOB NO.
YDC-2553

PROJECT INFORMATION

PHO-COLDWATER SPRINGS
12533 W. VAN BUREN ST
AVONDALE, AZ. 85323

SHEET TITLE

EAST ELEVATION

JURISDICTION APPROVAL

SHEET NUMBER

Z-4

CAMPBELL A&Z, LLC

Conditional Use Permit
Project Narrative
Verizon Wireless "PHO Coldwater Springs"
12533 W. Van Buren Street

To: Development Services Department
City of Avondale
11465 W. Civic Center Drive, #110
Avondale AZ 85323

From: Michael J. Campbell

Date: July 23, 2012

Re: Narrative Conditional Use Permit
Wireless Communications Facility
Verizon PHO Coldwater Springs
12533 W. Van Buren St.

Verizon Wireless proposes to develop a 65' tall monopole and associated screened equipment shelter at the City of Avondale Water Facility, 12533 W. Van Buren Street.

PARCEL INFORMATION:

APN#500-27-008
Section 11 Township 1 North, Range 1 West
Zoning District: R1-6
Surrounding Zoning: North: AG; South: R1-6, East: PAD, West: AG
Adjacent land uses: N: undeveloped; S: developed; W: undeveloped; E: undeveloped

PROJECT:

The proposed Verizon wireless communications facility will consist of the following:

- Installation of a new 65' tall monopole with 12 antennas, 4 antennas per sector, 3 sectors mounted at the 61' level
- Installation of a new 12'x26' equipment shelter, behind a new 6' tall chain link fence. The proposed Verizon facility will be behind the Water Facility 10' tall perimeter wall, thereby screening the Verizon equipment.
- Construction of a new 8' tall chain link fence around the Verizon lease area, housing the equipment shelter and monopole. Installation of a new 4' wide steel door along the north perimeter wall for direct Verizon access to their equipment shelter. No access will be needed through the City Water Facility yard once the Verizon site is constructed.
- All associated cables will be internal to the monopole and then underground to the equipment shelter.
- Installation of new electrical and telco service from the local service providers. The electric and telco service will run underground from the source to the equipment compound.
- The access route will be from the driveway entry on Van Buren St., then west on the existing concrete path to the new Verizon access door. No additional curb cut will be needed from Van Buren Street.

The proposed site is designed to provide improved network coverage for Verizon in the surrounding Avondale communities and for commuters along Van Buren Street.

CONDITIONAL USE PERMIT FINDINGS

1. Consistency with the General Plan and any applicable Specific Plan
   The General Plan addresses this parcel as 'Public/Civic Use'. By definition in the Plan, the public or quasi public facilities shall provide for the health, safety and welfare of the community. The addition of the wireless facility to this location does help provide for the safety and welfare of the community by offering communication services, voice and data, that are vital to the community.

2. Compliance with the Zoning Ordinance and other city codes and regulations

- *The proposed Verizon monopole at the City Water Yard is covered under the Wireless Ordinance Section 708. We are requesting the Conditional Use Permit approval for the following reasons as the proposed Verizon facility does not meet the basic Ordinance requirements. The following items are:*
- *Section 708.A.5: the Ordinance calls for the equipment shelter to be fully screened by landscaping or a masonry wall. Since the proposed Verizon facility is located inside the Water Yard, which is surrounded by the 10' tall masonry wall, the site has been designed with an 8' chain link fence for security purposes and not the screening wall.*
- *Section 708.B.1.a: the Ordinance calls out for a maximum height of 35', by which our proposed site requested is 65' top of structure.*
- *Section 708.B.1.c: the Ordinance calls out for setbacks to property lines of 1:1. The proposed Verizon facility was placed in the uppermost corner of the Water Yard, at the direction of City Staff, to avoid any existing underlying water facilities, and to avoid interruption of the normal operations of the water facility. The Verizon monopole is approx 29.75' east of the west property line, therefore inside the required 1:1 setbacks. All other setbacks for the proposed facility are in excess of the required distance.*
- *Section 708.B.1.d: the Ordinance calls out for free standing site to be designed under Alternative Structures such as a monopalm, monopine or saguaro cactus. The industrial type land use negates any type of Alternative Structure and Staff agreed that a monopole design would be better suited for this location.*

3. General compatibility of the proposed use with adjacent property.
   The proposed wireless communications facility in the Avondale City water yard is compatible with the current land use. The water yard is deemed as an industrial type property and the addition of the Verizon monopole fits into this scenario. The placement in the northwest corner of the water yard is critical with the backdrop of the high power electric transmission poles that helps 'blend' the monopole into the horizon. The adjacent lands are largely undeveloped with the Aqua Fria river bed to the west, undeveloped light industrial to the north and undeveloped high density residential strip to the east. The residential developed area south is well screened from view of the monopole by the existing 20' tall water storage tanks. The nearest residential unit is approx 450' south of the proposed monopole.

4. Site and Building Design: *The Verizon facility design is per the attached site plans that have thoroughly reviewed by City Staff.*

5. Address ingress and egress to the property and proximity to driveways and street intersections in the vicinity f the subject property: *The Verizon facility access is from Van Buren Street at the existing driveway to the City water storage facility. From that entry driveway, the Verizon service technician will utilize the existing sidewalk and proceed west to the northwest corner of the water facility, where a new ma gate will be installed for walk in access. There is no need for any new access points from Van Buren Street.*

6. Internal vehicular circulation including emergency and delivery vehicles: *The Verizon facility is designed for external access and outside parking; therefore there is no need for an internal vehicular plan. Emergency vehicles will access as they need; and there are no deliveries after the facility is constructed that cannot enter through the planned 'man gate'. In the event a larger delivery process is needed, Verizon will coordinate such with the City Staff to make arrangements for an internal delivery process.*

7. Pedestrian and alternative vehicle considerations for the proposed use.
   The proposed Verizon facility does not generate any pedestrian traffic; will not impact pedestrian traffic along Van Buren Street or the walkway to the Aqua Fria river bed trail.

8. Volume and character of traffic
   The proposed Verizon facility will have minimal traffic once the facility is constructed. Typically the traffic is a once a month visit by the service technician at off peak hours.

9. Off street parking and loading: *The parking for the Verizon technician servicing the facility will be on the sidewalk that is outside the Avondale water storage facility.*

10. Impact on public services, including utilities, schools and recreation.
    The proposed Verizon facility will have no negative impact on public services, including utilities, schools or recreation. The Verizon facility will contract with the local utility providers for electric and telco service for the proposed facility.

11. Screening and buffering of uses.
    The proposed Verizon facility will be screened by the existing Water Yard perimeter wall.

12. Proposed outdoor activities or storage: *The Verizon facility will have limited outside activity as the equipment shelter houses the serviceable electronics that operate the wireless facility.*

13. Hours of operation: *The Verizon wireless facility operates 24/7, however, the facility is an unmanned facility with limited personnel onsite.*

14. Exterior lighting with reference to adjacent properties: *The Verizon facility will have one motion sensored light mounted to the exterior of the equipment shelter to assist the technician during nighttime access.*

15. Noise, smoke, odor, dust, vibration, or illumination created by the proposed use: *The Verizon facility will not cause any noise, smoke, odor, dust, and vibration or illumination pollution.*

16. Additional information as needed.

In reference to the City of Avondale Zoning Ordinance, specific to Personal Wireless Service Facilities, Section 708, Paragraph B.1

B.1.b.i. A comprehensive list of all existing vertical elements of within one half mile radius of the proposed site which are (a) of sufficient height to be used for PWSF co-location and (b) eligible for co-location under City requirements.

I have included an aerial photo of the ½ mile radius area and noted the identified verticality. They are as follows:

Immediately adjacent to the water yard:

1. *Combo three poles due north of the site-not viable due to congested design of poles and guy wires*

2. *Transmission poles, dark brown color, east to west along Van Buren Street-APS poles, 57' out of ground, limited ground space for Verizon equipment shelter and the rad center would be lower than the Verizon required level.*

East and south of water yard:

There are no existing verticality/poles in the ½ mile radius in the 'southeast quadrant'. The east edge of this quadrant is the Coldwater Springs apartment complex. The south edge of this quadrant is all residential and a small piece of the golf course.

East and north of water yard:

There are no existing verticality/poles in the ½ mile radius in the northeast quadrant. The east edge of this quadrant is the farming operations on the east side of El Mirage Rd. The north edge of this quadrant is the industrial park that extends north along the west side of El Mirage Rd.

West and north of water yard:

3. *Existing City of Avondale 65' monopole at 1477 Eliseo C. Felix Jr. Way, water pump station. This monopole would not be viable as it is located outside of the Verizon RF Engineer search ring and does not offer the required rad center or ground space for the Verizon equipment shelter.*
4. *Existing transmission towers that are north of Van Buren Street and located in the Aqua Fria river bed are not viable as they are located in the river bed.*

There are no further existing verticality/poles in the ½ mile radius in the northwest quadrant. The west edge of the quadrant is the Subway Restaurant at 1453 N. Dysart Rd. The north edge of the quadrant is approx 9th St.

West and south of water yard

5. *Existing 50' flagpole at 1426 Eliseo C. Felix Jr Way is not viable for collocation due to height and size limits. In addition there is limited ground space for the Verizon equipment shelter.*
6. *Combo three poles located next to the west bank of the Aqua Fria river bed, on south side of Van Buren St., not viable due to congested design of the poles and the ground wires; in addition there is limited ground space in the right of way for the Verizon equipment shelter.*
7. *Existing transmission towers and poles located in the aqua Fria river bed are not viable as they are located in the river bed.*

B.1.b.ii A written narrative explain why co-location on existing vertical elements identified according to subsection 708(B)(1)(b)(1) above was not pursued, or is not a viable alternative to the proposed site.

The identified verticality/poles in the ½ mile radius as noted above and shown on the attached aerial photo are largely not viable for collocation for the following reasons: congested pole design or immediate area, limited ground space, lower than required rad centers, or located outside of the Verizon RF Engineers search area.

B.1.b.iii Map exhibits displaying (a) the existing gap signal coverage the new PWSF will remediate and, (b) the projected signal coverage of the new PWSF.

1. *The Verizon RF Engineer has provided site coverage maps per the Ordinance request. The maps show the current coverage for outside building and in building coverage as the network is currently. The second coverage map provided show the projected outside building and in building coverage of the new proposed PWSF. The new PWSF provides for enhanced voice and data coverage/service inside buildings for 85% of the targeted coverage area. RF has added RED polygons denoting the target coverage areas as "T1,*

T2 & T3" on the same coverage maps as initially provided, however, this revision allows for transparency to show the actual housing and retail developments targeted. The Verizon RF Engineer provides an explanation and supporting coverage maps as attached.

The RF search area, (desired location for placement of the antenna site that will best meet the coverage objectives), is relatively small in size. This is becoming more typical due to the market demands from the general public where there may be deficient outside and in building coverage.

Verizon Facility Future Needs & Co-location:
The planned Verizon antenna array with 4 antennas per sector, three sectors for a total of twelve antennas is designed for maximum capacity. The Verizon equipment shelter, a 12'x26' pre-fab unit is the full sized Verizon shelter. The shelter will be loaded with electronics to service the facility, yet have internal space available for later equipment upgrades to manage call and data volume. At this time Verizon does not plan to use a microwave(s) at this location as there is fiber available at the street side. The fiber is the backbone needed to accommodate the high speed data transmissions to the Network Operations Center.

The Verizon equipment compound/lease area at 21'x45' includes the 65' monopole and Verizon equipment shelter. There is not room inside the Verizon compound for the co-locators ground based equipment. A co-locator would need to obtain a ground lease from the City of Avondale adjacent to the Verizon lease area. Additionally, a co-locator would need to obtain a separate access agreement and entryway to the site with the City. The Verizon access from the water facility driveway off of Van Buren Street is non-exclusive; however, the new steel door entry into the Verizon compound is exclusive to Verizon's use.

The Verizon 65' monopole is a co-locatable monopole for one additional carrier. With Verizon at the 61' rad center, a co-locator would be located at approximately 51' rad center. A common separation between co-locators is 10' from rad center to rad center. The Verizon monopole is structurally engineered for one additional carrier.

On behalf of Verizon, I respectfully request submit this Conditional Use Permit Narrative for review, comment and consideration for approval of the proposed co-locatable Wireless Communications Facility.

Please contact me at 602-616-8396, or via email at campbellaz1@earthlink.net if you have any questions and/or need additional information.

Sincerely,

Michael J. Campbell
Campbell A&Z, LLC

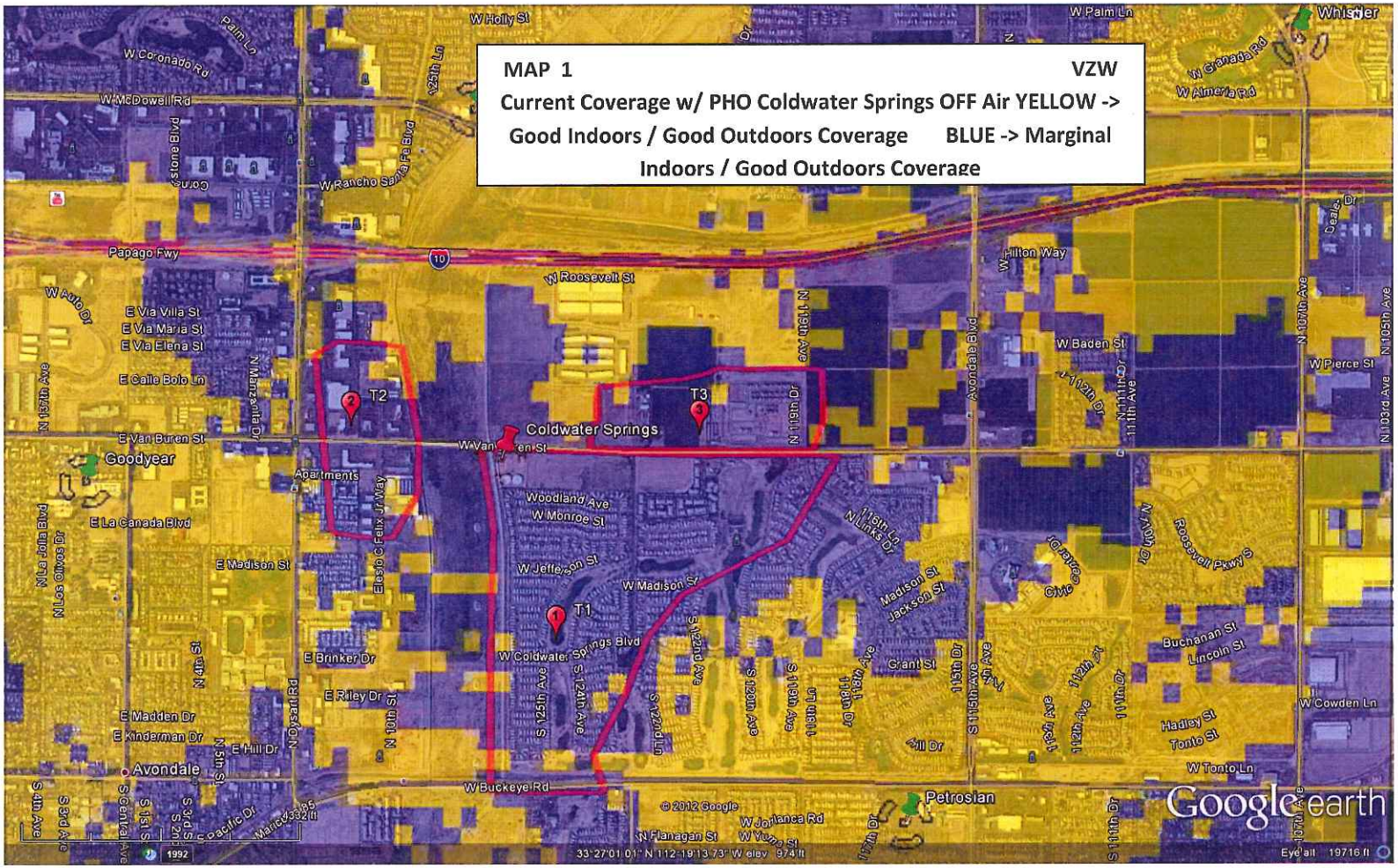


Exhibit E Map 1

Exhibit E Map 2

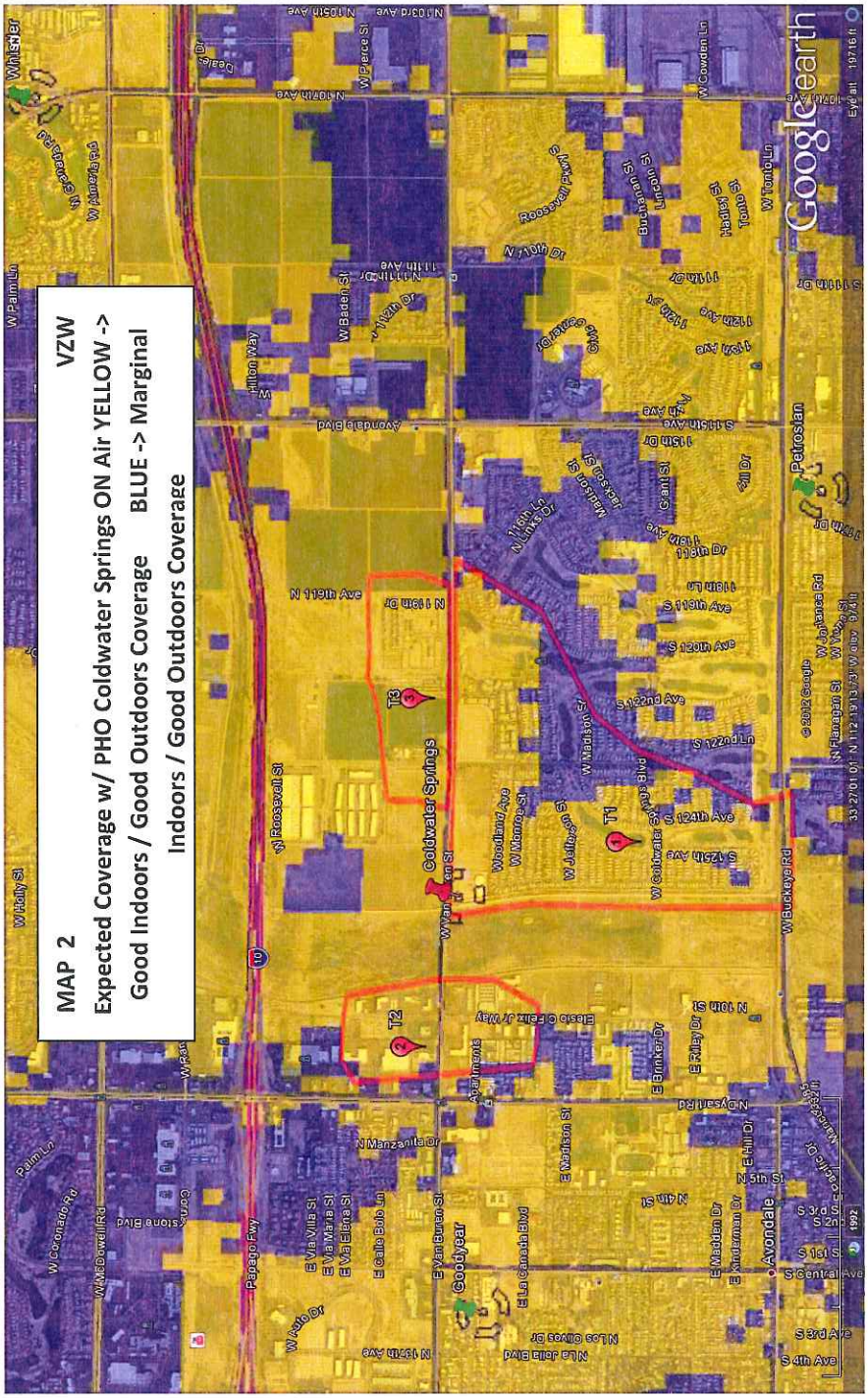


Exhibit E Map Narrative

VZW PHO Coldwater Springs

Target Areas (see areas enclosed by red polygons T1, T2 & T3 on page 2 & 3):

T1. West portion of residential area at Coldwater Springs including Golf Club.
T2. Newport Apartments, Mobile Home Park, Businesses at Rio Estrella Commerce Park, Rio Estrella & Agua Fria Storage, Motor Vehicle Division (MVD), ICC Collision Center, Retail at Estrella Vista, AZ State Department of Transportation, Maricopa County Sheriff's Office, shopping areas at Coldwater Plaza (Sam's Clup and others).
T3. Residential areas at Desert Spring Village, new Legacy Tradictional School as well as River Crossing Storage & RV.

Service Definitions
Good Coverage: this refers to a reliable strong signal that should statistically guarantee the quality of service that we want to provide to our customers. See below for adequate metrics:
% Voice IA's <= 0.6 % (Inneffective Attempts)
EVDO 3G Data Avg DL TPut = 600 to 1400 Kbps (Average downlink data rates)
EVDO 3G Data Avg UL Tput = 500 to 800 Kbps (Average uplink data rates)
LTE Data 4G Avg DL TPut = 5 to 12 Mbps (Average downlink data rates)
LTE Data 4G Avg UL TPut = 2 to 5 Mbps (Average uplink data rates)

Marginal Coverage: lower signal strength that would not statistically provide the quality of service we want for our customers. The quality of service for data could sometimes reach low values that are close to the ones provided by the previous generation of wireless comunications. See below:
% Voice IA's = 0.6 to 1.5 % (Inneffective Attempts)
EVDO 3G Data Avg DL TPut = 200 to 600 Kbps
EVDO 3G Data Avg UL Tput = 150 to 500 Kbps
LTE Data 4G Avg DL TPut = 1.5 to 5 Mbps
LTE Data 4G Avg UL TPut = 0.8 to 2 Mbps

Color Definitions on Maps
YELLOW: Good Coverage Indoors (In-building) as well as Good Coverage Outdoors.
BLUE: Marginal Coverage Indoors (In-building) but Good Coverage Outdoors.
Notice the above color definitions are the same for both before and after maps.

Explanation of Maps.
I have overlayed (with certain level of transparency) the same coverage maps on top of an aerial view for a better understanding of the coverage targets as well as quality of service. See Maps 1 & 2 on pages 2 & 3 of this document.

Map1. Current Coverage. This is a simulation of RF propagation depicting the estimated level of current coverage of our network without the proposed wireless facility at PHO Coldwater Springs. Notice the target areas (inside RED polygons) are mostly BLUE. This should not represent a problem for an outdoor (on-street or in-car) user that would be getting the good quality of service we like to offer. However, due to the building penetration losses that the signal would have to experience before reaching an indoors user, we cannot guarantee good level of coverage/service. For the in-building user, we call this marginal coverage because it does not meet our top requirements. Although it should be possible for an indoor user to make voice and data calls, the quality of service would be quite inferior and not to VZW's standards for full customer satisfaction.

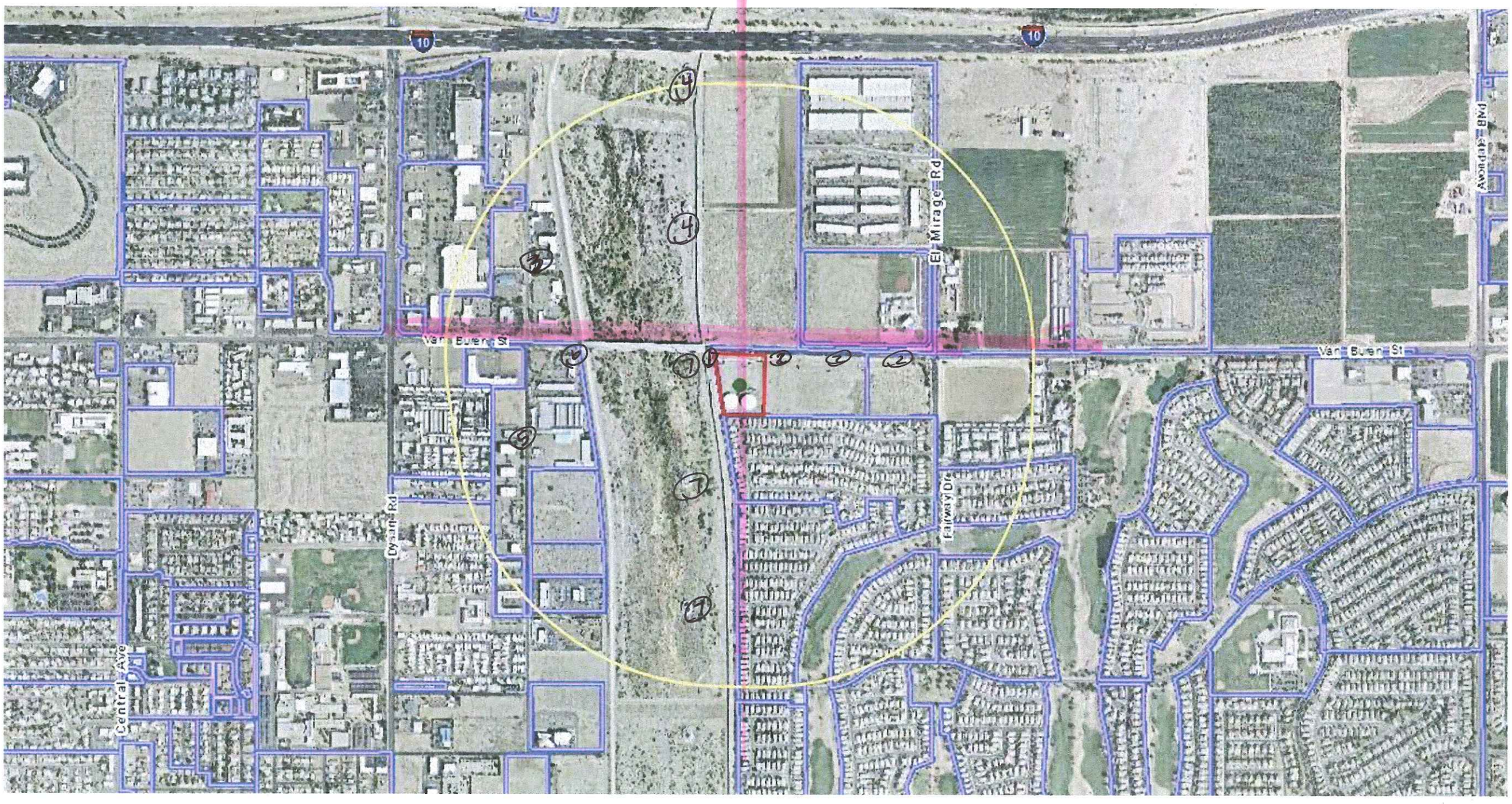
Map2. Future Coverage. This is a simulation of RF propagation depicting the level of coverage we expect to have once the proposed wireless facility at PHO Coldwater Springs gets integrated to our network and placed into service. Notice a good portion of the the target areas (70 to 85 %) has turned YELLOW which represents good level of coverage/service even for the indoor user pre the above color definitions..

Note: estimated indoors coverage could vary depending on the construction materials of each building. For this excersize we are assuming an average building penetration loss of about 12 dBs.

Exhibit E Map 3

VERIZON PHO COLDWATER SPRINGS
½ MILE RADIUS SURVEY

CITY OF AVONDALE
JUN 0 2012
DEVELOPMENT SERVICES



NWC Van Buren St & El Mirage Rd facing west 1.

NWC Van Buren St & El Mirage Rd facing west 2.

NWC Van Buren St & El Mirage Rd facing west 3.

NWC Van Buren St & El Mirage Rd facing SW 1.

SWC Van Buren St & 127th Ave facing SW1.

Van Buren St & Agua Fria river facing SE 1.

Van Buren St & Agua Fria river facing SE 2.

Van Buren St & Agua Fria river facing south.

EXHIBIT G

Eric Morgan

From: Eric Morgan
Sent: Thursday, September 06, 2012 8:04 AM
To: 'richard childress'
Subject: RE: coldwater springs monopole

Mr. Childress,

Responses are below in *red italics*. Hopefully I have addressed each of your questions.

With regards,

Eric Morgan
Planner II
Planning Division
Development Services & Engineering Department
City of Avondale, Arizona
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323
(623) 333-4017

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From: richard childress [mailto:glimmertwins@cox.net]
Sent: Wednesday, September 05, 2012 3:55 PM
To: Eric Morgan
Subject: RE: coldwater springs monopole

Eric Morgan,

Thank you very much for your quick, detailed answers to my questions on this matter. I was out of town for Labor Day weekend and just getting back into the routine.

So, what you are stating is Verizon is building a tower for residential service. *Verizon service is for residential and non-residential customers in the vicinity. The primary beneficiary of the new Personal Wireless Service Facility (PWSF) will be Verizon customers inside of buildings in the vicinity because the new PWSF will allow for greater penetration of the walls of the building for data and voice service to wireless devices. That is what the coverage maps submitted by Verizon's RF Engineer are demonstrating.*

Mr. Campbell approached the city as an agent of Verizon. Whether or not the services Verizon wants to accomplish is not city business. There is no connection for the city and Verizon about future services north of van Buren and the

freeway or in the new downtown district. Period. *Correct. The City is not "partnering" with Verizon in a general sense to provide service to a wide area. This application is for one PWSF at one specific location. Mr. Campbell, on behalf of Verizon Wireless, has submitted an application for a new PWSF in accordance with the requirements of the Avondale Zoning Ordinance.*

The city will be offered an opportunity for some lease revenue at the site of the monopole. The city sees a chance to turn facilities property into some revenue. *Essentially correct. Verizon will pay the City in order to locate the PWSF on City property. Other benefits will be that high technology infrastructure is enhanced, the City will have the opportunity to co-locate their own equipment on the monopole should they desire it, and the aesthetic impacts to the area will lessened by locating inside of the City's facility compared with building a new standalone PWSF outside.*

The situation with the APS power lines cannot be made any worse with the addition of another pole. *What's the alternative? Erecting a 65' high artificial palm tree that draws attention to itself because of its height and the lack of palm trees in the vicinity. Erecting a new enclosure screen wall around the ground equipment (which is 11' high) that will further draw attention to the PWSF because a 65' high "palm tree" will be growing out of what essentially will appear as a "21' x 45' masonry box." That is the alternative to locating the PWSF somewhere else in the vicinity. The proposed location inside of the City's water facility screens the ground equipment with existing walls, and the 65' high monopole design is more appropriate compared with to a 65' high artificial palm tree when viewed amid a half dozen power line electric utility poles.*

End of matter. Is this pretty much how planning views this?

Thank you again, Richard

From: Eric Morgan [mailto:emorgan@avondale.org]
Sent: Thursday, August 30, 2012 7:34 AM
To: glimmertwins@cox.net
Subject: Re: coldwater springs monopole

Mr. Childress,

Thank you for your interest in case PL-12-0137, a request by Michael J. Campbell on behalf of Verizon, for a Conditional Use Permit to allow a new Personal Wireless Service Facility (PWSF), which includes a 65-foot high monopole, at the southeast corner of Van Buren Street and the Agua Fria River in the City's water booster station. Responses to your specific questions are provided below in *red italics*. If you have further questions, please contact me.

With regards,

Eric **Morgan**
Planner II
Planning Division

Development Services & Engineering Department
City of Avondale, Arizona
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323
(623) 333-4017

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From: richard childress [mailto:glimmertwins@cox.net]
Sent: Wednesday, August 29, 2012 10:14 AM
To: Eric Morgan
Cc: Charlie McClendon
Subject: coldwater springs monopole

Mr. Morgan,

Morning.

Although the following matter has not come before the city council, I am submitting some questions to you for clarification of the Coldwater Springs monopole. I am using the materials submitted to the Planning Commission as the source, just trying to better understand the process.

Public Input

Applicant states 62 property owners invited to public meeting on July 25 to discuss. Invitation was a public notice in newspaper. Letters mailed to property owners within 500 feet. Unless you picked up free newspaper from yard and read Legal Notices in back of paper you would not have known of meeting. Correct? How many letters were mailed to property owners? *There were 62 letters mailed, one to each property owner within 500 feet of the City water booster station. In addition to the letter, and the 1/8 page newspaper ad in the West Valley View, there was also a 4-foot by 8-foot double sided sign posted on the property fronting onto Van Buren Street advertising the Neighborhood Meeting date, time, and location.*

These three notification methods are in conformance with the notification requirements of the Zoning Ordinance for a Conditional Use Permit, and exceed State law regarding minimum notice of public hearings. The same three methods of public notice were used to advertise the Planning Commission public hearing, and will be used to advertise the City Council public hearing.

Analysis

A.I. The area is zoned R 1-6 a portion is designated Public Facilities and the city intends to use a portion of this for private profit for a small customer base. How does that work? It works through a lease agreement entered into by Verizon and the City. Said lease agreement would set terms of payment, length of lease, renewal procedures, site access, maintenance responsibilities, and other things. The lease will go to City Council for their vote. Private companies lease property from public entities all over the United States at all levels of government, if that is your question. It is not unusual.

II. This monopole is going to be as tall as a six-story building with 12 arrays measuring 6 ft. each surrounding the top area. Painting this huge monopole gray is not going to hide the fact this is blight on the environment. APS raised the utility lines to allow for the construction of a bridge on a major east-west highway for the benefit of all in the city. It's not attractive but adding a larger monopole and array assembly is not going to improve the environment in that area. *The PWSF will not be "...a blight on the environment." There are 21 existing PWSFs in Avondale, none of which are a blight. They are located on properties that function as churches, commercial businesses, schools, and City public facilities. Some are incorporated into existing structures, some are disguised as palm trees, and some are un-disguised towers and poles. As you have observed, the area proposed for the PWSF already has many electric utility poles.*

III. We can all agree with the stated goal of improved wireless connectivity for residents and commerce. However, sacrificing the environment for this goal is not the answer. We have to find a balance. Moving it away from the side of the highway and utilizing available tools like palm tree foliage to make it far less visible to residents. *The proposed location will be less visible to residents because the ground equipment will be screened by the existing 9-foot 6-inch high wall of the City water booster station, and the 65-foot high PWSF monopole will be standing in the context of multiple electric utility poles of similar height, shape, color, and material. Erecting a 65-foot high PWSF disguised as a palm tree when there are no palm trees in the area would makes it more visible to residents.*

b. ii. The aesthetic effects of the 65ft monopole are substantially mitigated by the other vertical elements in the immediate vicinity. So the logic of the planning department is we have two 55ft poles on site another 65ft pole with 12 6ft arrays on top will just enhance the scenery? *There are six electric power line poles between 57 feet and 100-plus feet height in the immediate vicinity (within 450 feet of the proposed monopole location). It is not staff's analysis that scenery will be enhanced by the addition of the PWSF monopole, it is staff's analysis that the PWSF's 65-foot high monopole will blend better into the existing concentration of utility poles if it appears as a monopole with an antennae array compared to a palm tree or pine tree. PWSFs approved in the City that were disguised as a palm tree also had adjacent live palm trees planted next to them for context. It would not desirable to plant live palm trees within the City water booster facility.*

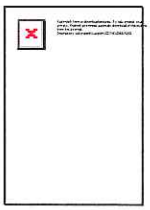
Bottom line here.

Prior to wireless technology there was no choice. Telephone lines were nailed to wooden poles carrying the wires for electricity to our homes. The wooden poles were located next to the highways. Now the power lines are underground and the wireless monopoles can be positioned in areas with much more flexibility. Depending on terrain and building obstacles these signals can be transmitted for miles. Let's use these advantages to make a less obtrusive technology. *An alternative design of a palm tree or pine tree is a mitigation strategy for the visual intrusiveness of a PWSF. But in this specific case, disguising the PWSF's monopole as a 65-foot high palm or pine tree when there are no palm trees in the vicinity, and the tallest pine tree ¼ mile away is maybe 20 feet high, does not lessen the visual intrusiveness of the PWSF. Having the PWSF look like similar structures in the immediate vicinity is the best mitigation strategy of its visual impact.*

Does the city have on staff a RF engineer to substantiate the applicant's claims? If not should we? Applicant claims it will improve service. How does a city quantify this improvement? How do we know we have poor service? Where in the process can the city offer an alternative to the one submitted by the applicant? *The City does not have a Radio Frequency engineering on staff. The applicant has stated that the PWSF will improve signal strength inside of 70 – 85% of the area buildings (residences and businesses) in the vicinity. Staff is operating under the assumption is that Verizon is not choosing to build $100,000+ facilities that they do not need and which serve no other purpose. The PWSF is for the benefit of Verizon customers in that area. If you have information to the contrary, staff would be interested in viewing it.*

Thanks in advance for any input you can give me on this matter.

Richard



Carmen Electa reminds you to **VOTE**! http://www.avondale.org/election

Eric Morgan

From: richard childress <glimmertwins@cox.net>
Sent: Tuesday, September 18, 2012 11:33 AM
To: Tracy Stevens
Subject: coldwater springs wireless facility

I was researching cell towers after reading the planning commission forwarded the Permit for Coldwater Springs Wireless Facility to the council for further action. I was questioning the size of the tower and how exactly the tower works. During my research dangers of cell tower radiation came to my attention. Somewhere between the towers are completely safe and the towers cause cancer is some truth. I just wanted to bring this to the attention of the council. We can avoid all this by just moving the tower location north closer to the freeway. That is my only intention and involvement in this matter. I am just requesting the council act prudently in this permit request. The following was to be my presentation to the council at the September 17 meeting. I could not state my research in three minutes so I am emailing it to you.

Respectfully

Richard

Mayor and Council

I have been an Avondale resident for several years and in that time I have witnessed the building of two libraries, a sports center and a city shuttle service, commitments to preservation of the historic downtown and the Tres Rios recreation areas and your plans for a new downtown. Gangplank is offering to aid small businesses. Plus you navigated the city through the worst financial and economic downturn in decades. Excellent work – thank you.

I am here to request the council and staff take some extra measures before considering the Wireless Facility at Coldwater Springs. First I would like to state I have had a PC or laptop for home use since 1995, I receive my film through a streaming service and my music through a satellite and carry a smartphone. In short, I am not a Luddite. I am not against cell towers. I understand a cell phone would be of little value without an integrated infrastructure.

Point One. I differ with some who view one more pole is not going to make any more of a tangle than is already there. I will agree APS towers and cables do make this area very unattractive but adding one more pole is still adding one more pole. Driving down Van Buren east or west to the river bed area one can see only the two 55ft cable support towers until you are within a quarter mile of the river bed. But this is my point. You can see those support towers from Avondale Blvd. The cell tower will extend higher to 65ft. At the 60ft level will be three 12ft supports holding a total of 12 arrays. At the 50ft level will be an additional 12ft supports to hold more arrays.

Do we really want one of the highest points on the city skyline to be a cell power?

Do we want a tower a mere 500ft from the nearest homes?

The only time I see poles of this size are in rural areas along interstate highways. A pole of this size would be found on the desolate stretch of highway between Winslow and Gallup or a rural cornfield between Dubuque and Des Moines not in the middle of a suburban city. Although it is stated as an improvement for Van Buren traffic and surrounding Avondale

communities it would appear that at this height and hardware installed this tower could serve for miles in all directions. Wireless technology allows for some flexibility, perhaps a smaller pole in a different location would work for the near future.

Point Two. There are the also health aspects. **There is strong evidence that electromagnetic radiation from cell phone towers is damaging to human and animal health.** Although no one has found a direct link on the radiation from cell towers, humans and cancer there is more than sufficient anecdotal evidence to have countries set a limit of a 400-meter (1300 feet) buffer between towers and homes. These are not so-called socialist, nanny states but Germany and Australia. The US has one of the highest levels of allowable radiation from towers ranking with India on these amounts. The nearest homes in the Coldwater subdivision are 500ft away.

Point Three. There were 62 letters mailed, one to each property owner within 500 feet of the city water booster station. In addition to the letter, and the 1/8 page newspaper ad in the West Valley View, there was also a 4-foot by 8-foot double sided sign posted on the property fronting onto Van Buren Street advertising the Neighborhood Meeting date, time, and location.

Although one could make the statement this matches the letter of the law, one could argue this doesn't fulfill the spirit of the law for notification. The newspaper ad and the roadside sign may have been adequate when people wore "I Like Ike" campaign buttons, but are not reaching many people in 2012. The city could use its web site and must have thousands of email addresses to inform residents.

Summing up. It is unclear to me what information and facts the city has accumulated in previous tower agreements, so I am respectively requesting council and staff gain a knowledge base for cell tower issues now and for future use by:

One. City Manager staff consult with an independent RF engineer to gain facts on this tower's designed performance and range, the ramifications of radiations level at different power levels along with locations and sizes for alternate towers in the area of this proposed tower.

Two. City Attorney staff consult with knowledgeable attorneys in the field of cell towers to look at the legal ramifications of entering an agreement utilizing city property and issues related to radiation illnesses known to this point in time.

This knowledge base and contacts could pay off down the road as the issue of cell towers locations and health issues will only grow more intense. We all want a healthy and safe environment for all residents. That's the bottom line.

Thank you

EXHIBIT H

AGENDA
PLANNING COMMISSION
REGULAR MEETING

City Council Chambers
11465 W. Civic Center Dr.
Avondale, AZ 85323

Thursday, August 16, 2012
6:30 P.M.

DRAFT

I. CALL TO ORDER

Chair Cotera called the Regular Meeting to order at approximately 6:29 p.m.

II. ROLL CALL

The following members and representatives were present:

COMMISSIONERS PRESENT

Angela Cotera, Chair
Sean Seibienski, Vice Chair
Lisa Amos, Commissioner
Grace Carrillo, Commissioner
Michael Long, Commissioner
Michael Demlong, Commissioner

COMMISSIONER ABSENT
Kevin Kugler, Commissioner - excused

CITY STAFF PRESENT
Chris Schmaltz, Legal Counsel
Eric Morgan, Planner II
Linda Herring, Development Services Representative

III. PUBLIC HEARING ITEMS

1. PL-12-0137

This is a public hearing before the Planning Commission to review and solicit public input on application PL-12-0137, a request by Michael J.

Campbell of Campbell A&Z, LLC, for approval of a Conditional Use Permit for a Personal Wireless Service Facility (PWSF) that includes a 65' high monopole. The subject site is located in the northwest corner of the City water storage and pump station facility, at the southeast corner of Van Buren Street and the Agua Fria River. Staff Contact: Eric Morgan

Eric Morgan, Planner II, described the subject property as a 5.88-acre parcel, zoned R1-6 Single Family Residence. The parcel is occupied by a City-owned water facility constructed in 2001 and 2004, and is surrounded by a 9'-6" high wall built in 2009. The lease area measures 21 feet by 45 feet. A distribution center is planned on the vacant land to the north, and to the east of the distribution center is Planned Area Development with C-2 uses. To the south is the Coldwater Springs neighborhood, and to the west is the Agua Fria River.

Mr. Morgan explained that every PWSF must meet the requirements of the Zoning Ordinance. According to Section 708, applicants must demonstrate a coverage gap, try to co-locate on existing structures in the area, provide one paved parking space, try to use an alternative design when appropriate and screen all ground equipment.

Mr. Morgan displayed a map of the surrounding area demonstrating how the new tower would improve coverage in this area with a stronger signal. A second map identified the location of existing structures. Mr. Morgan explained that these potential co-locations were inadequate because they either lacked height, space on the ground for equipment, or clearance space for the antenna. A City-owned PWSF exists nearby, but no room is available there to co-locate another facility.

Mr. Morgan said the paved parking space requirement would be satisfied by an existing public ADA-compliant (Americans with Disabilities Act), cement multi-use trail. The Zoning Administrator felt that an alternative design to disguise the tower would be inappropriate here, since there are numerous electric power line poles already in the area. The existing 9'-6" high wall around the facility would screen most of the ground equipment. Only the very top of the equipment shed would peek over the wall, but it would be painted to match the other sheds there.

Mr. Morgan said a Conditional Use Permit (CUP) is required for PWSFs over 35 feet. This facility meets the five required findings for a CUP. The facility conforms to the General Plan, since PWSFs are allowed in every land use category. The proposed site minimizes land use conflicts, while meeting the General Plan goal of developing high-tech infrastructure. The use is compatible with adjacent nearby uses. Contextually there are many utility poles in the area. Of the 21 PWSF facilities that exist in Avondale, none has generated any complaints. This facility will not be detrimental to persons living in the area.

Mr. Morgan stated that no variances are requested for this facility, as everything will fit without modification. The facility has appropriate access to public streets. The traffic generated by this use is minimal, since

it will consist of only one maintenance truck, once a month, visiting between 10 p.m. and 6 a.m. No special conditions are recommended for approval with this application. Standard conditions apply, being that the completed facility must comply with the proposed design, and that the CUP expires after two years if the applicant takes no action to build the PWSF.

Mr. Morgan explained that the required neighborhood meeting was held on July 25 at 6:00 p.m., but no one attended. Staff has not received any correspondence on the application. During the site planning process, one nearby resident called to express her concern about the tower. Once staff explained the facility context to her, however, she was agreeable. The September City Council meeting is the next step in the process.

Commissioner Amos inquired about the public multi-use path located north of the proposed site that would be used as the parking space. Mr. Morgan explained that it is an eight-foot wide concrete path. The lease agreement contains language to protect the integrity of the trail slope, concrete and hardscape.

Commissioner Demlong inquired whether other PWSFs have been allowed to use public paths as parking spots. Mr. Morgan responded that he was unaware of any. He felt that the late hour of use would not be too onerous of an intrusion. The alternative would be to build a parking spot outside the facility. Because of Department of Homeland Security regulations, if the parking spot were located inside the walls of the water facility, the City would be required to provide supervision each time a technician performed maintenance on the PWSF. Commission Demlong expressed concern that approval would set a precedent for future tower applications, but otherwise felt the site was a good one since it does not degrade aesthetic values.

Chair Cotera inquired about the view from the outside. Mr. Morgan explained that the only visible differences will be a door in the wall, the top two feet of the equipment shed, and the 65-foot tall tower itself. Chair Cotera said the Commission should have been provided with a visual mockup of the tower as it would appear from the residential neighborhood. Commissioner Scibienski referred to exhibit C-2, which Mr. Morgan used to approximate what the new tower would look like in relation to existing poles along the riverbed. Chair Cotera felt that the impact of the tower would be small, compared to the large power line towers that already exist in the area.

Commissioner Amos queried about procedures regarding major repairs at the site. Mr. Morgan said the City would have Water Resources personnel present during the entire construction period, and that same procedure would be used for major repairs.

Chris Schmaltz, Legal Counsel, noted that PWSFs are guarded by federal law. As such, in future cases, should the Commission wish to base a consideration for denial on aesthetics, substantial written evidence to support their conclusion would be required. Just having an opinion on the aesthetics of a facility is not enough to overcome federal law. Commissioner Scibienski asked whether Avondale's

Zoning Ordinance, which includes aesthetic considerations, holds up to the federal law. Mr. Schmaltz felt that aesthetic regulations are appropriate from the City's perspective. If the applicant chose not to abide by the City's insistence on camouflaging, a court would likely consider the federal law, and could determine that there was not enough substantial evidence to deny the application.

Chair Cotera said a camouflage requirement in this industrial area would actually make the tower stand out more than a plain tower would. She invited the Applicant, Michael J Campbell, Campbell A&Z, LLC, 6880 W. Antelope Drive, Peoria, AZ 85383, phone: 602-616-8396, to speak.

Mr. Campbell stated that the main power lines along Van Buren Street are 57 feet tall. The proposed PWSF tower would be slightly taller, but set further back. The power lines in the Agua Fria River are over 120 feet. He displayed a Google Street View photograph of the current street, and explained how the tower would appear from that view.

Chair Cotera opened the public hearing. As no citizens wished to speak, she closed the public hearing and called for a motion.

Commissioner Long moved to accept the findings and recommend approval of Application PL-12-0137, a request to construct a Personal Wireless Service Facility that includes a 65-foot high monopole, and equipment yard, subject to the two staff-recommended conditions of approval. Commissioner Carrillo seconded.

ROLL CALL VOTE

Angela Cotera, Chair	Aye
Sean Scibienski, Vice Chair	Aye
Grace Carrillo, Commissioner	Aye
Michael Long, Commissioner	Aye
Lisa Amos, Commissioner	Aye
Michael Demlong, Commissioner	Aye
Kevin Kugler, Commissioner	Excused

DRAFT

CITY COUNCIL REPORT

SUBJECT:
Public Hearing - Resolution 3077-1012 - Amendment to 2010-2011 Annual Action Plan

MEETING DATE:
October 1, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council hold a public hearing and adopt a resolution amending the 2010/11 Annual Action Plan allowing for the addition of redevelopment as an activity to the Neighborhood Stabilization 3 Program (NSP3) and to modify the provisions relating to ensured affordability. This is the second amendment to the 2010/11 Annual Action Plan.

BACKGROUND:

The City of Avondale received $1,224,903 from the U.S. Department of Housing and Urban Development (HUD) through the third round of funding for the Neighborhood Stabilization Program (NSP3). To be eligible for the funds the City amended the 2010/2011 CDBG Annual Action Plan (AAP Amendment) detailing its plans for the use of NSP3 funds. This amendment became the NSP3 Action Plan which was amended in March of 2012 to expand the targeted areas due to the limited number of bank-owned properties available on the market at the time. The purpose was to give NSP3 buyers access to additional properties in an increasingly competitive market and to move the City closer to meeting the required 50% expenditure deadline at two years.

Since that time and despite strong interest in the program, only three homebuyers have successfully purchased a home under the program. The inventory of bank-owned properties on the market remains very low, and competition for the properties is high. These conditions make it virtually impossible for NSP3 homebuyers to identify and purchase an NSP-eligible home, thereby making it improbable that the City will meet the required expenditure deadline. The NSP3 authorizing legislation requires that HUD recapture funds not expended by the deadline.

NFS staff has identified redevelopment as a strategy that will not only allow for the City to meet the expenditure deadline but also increase the opportunity for NSP eligible homebuyers to find a home while creating a positive impact in the Historic Avondale area. The proposed project is the construction of homes on Hill Drive.

Additionally, a decrease in the recapture requirements for all homebuyer activities is being proposed to make the Avondale NSP program more competitive with other jurisdictions. Currently, 100% of the NSP3 closing cost/downpayment assistance is required to be returned to the City upon re-sale of the property and is forgivable after a 20-year period. The amendment would make the recapture requirements no stricter than federal minimum requirements.

DISCUSSION:

HUD NSP3 regulations require that 50% of the total grant funding be expended within two years and 100% of the grant be expended by the third year. NFS staff, along with a HUD technical assistance provider, has determined that redevelopment of the Hill Drive properties is the best strategy to reach

this goal while still meeting the needs of the community. The addition of redevelopment as an activity will allow for the new construction of six units of attached housing (townhomes). This new construction would develop the vacant lots on the 300 block of east Hill Drive.

The purpose of this new development is to provide high quality, well designed housing units incorporating known sustainability strategies while increasing the available housing stock for NSP eligible homebuyers. Moreover, this new development would serve as a positive investment in the revitalization area as well. Once these units are completed and ready for occupancy, the units will only be made available to NSP eligible homebuyers.

NFS staff would consider other options as a means to occupy the units such as lease-purchase or rental, but would recommend that the units be made available for purchase. Of the units built, 2-3 units would be reserved for households at or below 50% of area median income as needed to meet the low income set aside requirement of the Neighborhood Stabilization Program. Any program income generated by the subsequent sale of these properties would then be allocated to assist other homebuyers through the existing consumer-driven homebuyer assistance program.

NFS staff also recommends a modification to the plan that would allow the recapture period to be, at a minimum, no less than the federal minimum requirements for NSP3. The minimum federal requirement is for recapture of the funds on a sliding scale depending on the amount of the assistance which allows the amount to be forgiven within a 5- to 15-year period. This change would allow the city's current homebuyer assistance program to be more competitive with other homebuyer assistance programs in Maricopa County.

BUDGETARY IMPACT:

The NSP3 funds have been provided to the City in the form of a grant and do not require matching funds.

RECOMMENDATION:

Staff recommends that City Council hold a public hearing and adopt a resolution allowing for the amendment of the 2010/11 Annual Action Plan Amendment to include the activity of redevelopment, the reallocation of funds per activity and to modify the recapture requirements for homebuyer activities.

ATTACHMENTS:

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- Resolution 3077-1012
- Proposed NSP3 Action Plan Amendment

RESOLUTION NO. 3077-1012

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE 2010-2011 ANNUAL ACTION PLAN PORTION OF THE 2010-2014 CONSOLIDATED PLAN AND AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR RECEIPT OF NEIGHBORHOOD STABILIZATION FUNDS.

WHEREAS, Section 1497 of the Wall Street and Consumer Protection Act of 2010, a/k/a the "Dodd-Frank Act" (Public Law 111-203, approved July 21, 2010), provides for an additional allocation (third round) of funding for the Neighborhood Stabilization Program ("NSP3") for the purpose of assisting in the redevelopment of abandoned and foreclosed homes. Except where provided for otherwise, these amounts are distributed based on funding formulas for such amounts established by the Secretary in accordance with Housing and Economic Recovery Act of 2008 and unless otherwise stated, the grants are to be considered Community Development Block Grant ("CDBG") funds; and

WHEREAS, HUD has issued regulations in the Federal Register under Docket No FR-5447-N-01 (the "Regulations") that define the statutory requirements of NSP3 and which require an Amendment to the City's 2010-2011 Annual Action Plan as a condition of receiving NSP3 funds; and

WHEREAS, the City of Avondale 2010-2014 Consolidated Plan (the "Consolidated Plan") was approved by Council of the City of Avondale (the "City Council") on April 19, 2010 and by HUD in June 2010; and

WHEREAS, the City of Avondale 2010-2011 Annual Action Plan (the "Action Plan") component of the Consolidated Plan was approved by the City Council on April 19, 2010; and

WHEREAS, on February 22, 2011, the City Council adopted an amendment to the Action Plan to accommodate the NSP3 funds (the "First Amendment"); and

WHEREAS, the City of Avondale (the "City") entered into an agreement with the U.S. Department of Housing and Urban Development ("HUD") on March 9, 2011 to provide $1,224,903 in NSP3 funds to the City to use within a three-year period from the date of receipt; and

WHEREAS, on March 19, 2012, the City Council adopted a second amendment to the Action Plan (the "Second Amendment") in accordance with the Regulations to (i) add new areas to the Target Neighborhoods and (ii) modify the provisions relating to ensuring continued affordability to allow for loan forgiveness after 20 years; and

WHEREAS, the City has prepared a third amendment to the Action Plan (the "Third Amendment") in accordance with the Regulations to (i) add Redevelopment as an activity and thereby revise the allocations per activity accordingly and (ii) modify the provisions relating to ensuring continued affordability to be adjusted to meet program needs, but to be no less than the federal minimum requirements as allowed by the NSP program; and

WHEREAS, the City has completed public participation requirements in accordance with the Regulations, including a 15-day comment period in which the draft amendment was posted on the City website (September 14, 2012 through September 29, 2012), during which time comments were able to be received from City residents and incorporated into the Third Amendment.

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

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

SECTION 2. The Action Plan is hereby amended by adding the activity of redevelopment and adjusting the allocations per activity as follows:

Activity	Original Allocation	Revised Allocation
Acquisition/Rehab and Sale of Homes	$673,697	$179,923
Acquisition/Rehab and Sale of Homes for 50% AMI (25% required)	$306,226	$0
Demolition of Blighted Property (10% cap)	$122,490	$122,490
Administration (10% Cap)	$122,490	$122,490
Redevelopment and Sale of Homes (6-8 attached housing units) *25% of units reserved for 50% AMI buyers	$0	$800,000

SECTION 3. The Action Plan is hereby amended by modifying the "Ensuring Continued Affordability" provisions to read as follows:

The City of Avondale will ensure continued affordability for homebuyer assistance activities by adopting, at a minimum, the HOME program standards at 24 CFR 92.254 {for homeownership units} and 24 CFR 92.252(a), (c), (e) and (f) {for rental units}, as appropriate. The affordability period for homebuyer activities will, at a minimum, meet the HOME standard:

Amount of direct assistance to Homebuyer	Minimum Affordability Period
Less than $15,000	5 years
$15,000 - $40,000	10 years
Over $40,000	15 years

Direct homebuyer assistance will be subject to the recapture provisions. Assistance will be secured by a Promissory Note and Deed of Trust recorded against the assisted unit. The City shall be listed as the beneficiary for all loans. This assistance will be provided as a no-interest, no-payment soft second mortgage subject to recapture while in the affordability period. The recapture requirement will be triggered if any of the following occur during the affordability period: (i) sale of the property; (ii) refinance, if refinance does not result in a lower monthly payment, a reduction in loan terms or if there is any cash out; or (iii) a change in circumstances causing the home to no longer be the primary residence of the owner. NSP homebuyer assistance programs may provide for recapture of NSP assistance beyond the minimum HOME affordability period as determined by program staff. Rent and occupancy agreements for rental properties will be enforced through deeds of trust, covenants running with the property, deed restrictions or other mechanisms approved by HUD.

SECTION 4. The City Council hereby finds that all expenditures as set forth in this Third Amendment are necessary and appropriate and further that said expenditures for the NSP3 program will meet the low-moderate and middle income national objective.

SECTION 5. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, October 1, 2012.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

Proposed Neighborhood Stabilization Program 3 – Action Plan Amendment #2

Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 allocated $1,224,903 to Avondale to assist in the redevelopment of foreclosed homes. The Avondale City Council approved the use of this third round of Neighborhood Stabilization Program funding (NSP3) and the amendment to the 2010/2011 Annual Action Plan on February 22, 2011; this amendment serves as the City's NSP3 Action Plan. An amendment to the NSP3 Action Plan was later approved by Council in March 2012 expanding the target areas and modifying the recapture period for homebuyer assistance activities. The City of Avondale is proposing a second amendment to its NSP3 Action Plan in response to the current housing market conditions and to better meet NSP3 program requirements.

The purpose of this amendment is to adjust to the current housing market within the City of Avondale and meet the needs of the community while adhering to all federal requirements in regards to the Neighborhood Stabilization Program. The City maintains itself current with housing market conditions and trends to inform NSP3 project implementation and adjust program design as necessary to remove obstacles to implementation. This is accomplished by maintaining real estate data base subscriptions and regular discussions with housing organizations and housing professionals. Over the past several months, there have been an extremely limited number of foreclosed properties on the market. There also exists a high level of competition in the market from investors and other consumers willing to pay above the list price. These two factors combined have made it virtually impossible for NSP eligible homebuyers to be successful in purchasing one of these homes as required by the NSP program. Additionally, the City of Avondale has sought technical assistance from a U.S. Department of Housing and Urban Development (HUD) approved provider to determine the most prudent strategy to meet the needs of the City given these obstacles. The current housing market environment requires an adjustment be made to Avondale's NSP3 program activities to allow the City to meet all the federal requirements. Public comment is being sought in regards to the proposed amendment.

The City's proposed amendment is two-fold, 1) the addition of redevelopment as an activity, which would also require an adjustment to the funding allocations per activity; and 2) a modification in the recapture requirements allowing the recapture period to be, at a minimum, no less than the federal minimum requirements per the NSP3 program.

Primarily, the addition of redevelopment as an activity will allow for the new construction of six units of attached housing (townhomes). The purpose of this new development is to provide high quality, well designed housing units incorporating known sustainability strategies while increasing the available housing stock for NSP eligible homebuyers. Once these units are completed and ready for occupancy, the units will only be made available to NSP eligible homebuyers thus eliminating the competition from other parties. The City may consider other options as a means to occupy the units such as lease-purchase or rental but the primary goal is to make the units available for purchase. Of the units built, 25% would be set aside for households at or below 50% of area median income to meet the requirements of the Neighborhood Stabilization Program. Any program income generated by the subsequent sale of these properties would then be allocated to assist other homebuyers within the City of Avondale through the existing homebuyer assistance program. A market study is currently underway regarding the proposed redevelopment in the Historic Avondale area. The table below depicts the adjustments to the original activities and the corresponding allocations.

Activity	Original Allocation	Revised Allocation
Acquisition/Rehab and Sale of Homes	$673,697	$179,923
Acquisition/Rehab and Sale of Homes for 50% AMI (25% required)	$306,226	$0
Demolition of Blighted Property (10% cap)	$122,490	$122,490
Administration (10% Cap)	$122,490	$122,490
Redevelopment and Sale of Homes (six attached housing units) *some units will be reserved for buyers at or below 50% AMI to meet the 25% set aside federal requirement	$0	$800,000

The second change to the plan would allow for the period of affordability, for all homebuyer activities, to be adjusted to meet the needs of the program, however; to be no less than the federal minimum requirements for NSP3. This will allow the City's homebuyer assistance program to be competitive with other similar programs within Maricopa County.

CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
October 1, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

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No Attachments Available