CITY COUNCIL AGENDA

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

WORK SESSION
October 15, 2012
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 LITCHFIELD ELEMENTARY SCHOOL DISTRICT PRESENTATION

Dr. Julianne Lein, Superintendent of the Litchfield 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.

3 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

Carmen Martinez
City Clerk

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

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

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

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

CITY COUNCIL REPORT

SUBJECT:
Litchfield Elementary School District Presentation

MEETING DATE:
October 15, 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 a presentation about the strengths, successes and aspirations of the Litchfield 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 the partnerships with the schools and celebrate their successes.

DISCUSSION:

Within Avondale municipal boundaries, Litchfield Elementary School District occupies the northwest corner west of El Mirage Road and north of McDowell Road to the border with Goodyear. The District boundaries extend west through Goodyear inclusive of the Verrado subdivision in Buckeye between Northern Avenue and McDowell Road.

The District operates 13 schools: Bȧrbara B. Robey Elementary, Corte Sierra Elementary, Dreaming Summit Elementary, Litchfield Elementary, Mabel Padgett Elementary, Palm Valley Elementary, Rancho Santa Fe Elementary, Scott L. Libby Elementary, Verrado Elementary, L. Thomas Heck Middle, Verrado Middle, Western Sky Middle, Wigwam Creek Middle and the White Tank Learning Center. This year, the District also opened the Litchfield Traditional Academy located at Scott Libby Elementary School. More than 150 students enrolled in grades K-5 attend this “school within a school.”

BUDGETARY IMPACT:

This item has no budgetary impact.

RECOMMENDATION:

For information and discussion only.

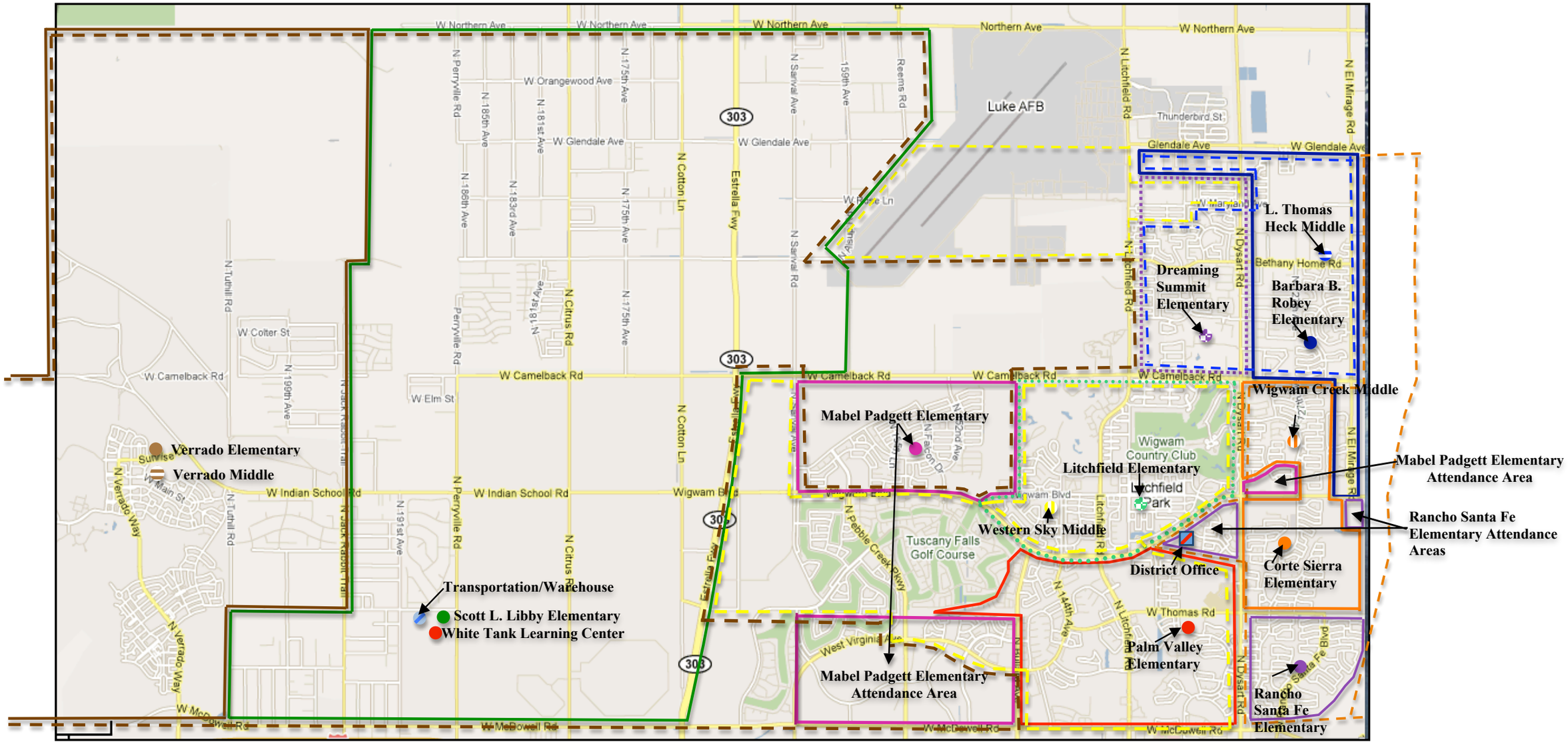
ATTACHMENTS:

Click to download

- Litchfield Elementary School District Boundaries Map

Barbara B Robey		Corte Sierra		Dreaming Summit		Litchfield Elementary		Mabel Padgett		Palm Valley		Rancho Santa Fe	
Scott L Libby		Verrado Elementary				L. Thomas Heck Middle		Verrado Middle		Western Sky		Wigwam Creek	

SCHOOL YEAR 2010-2011LITCHFIELD ELEMENTARY SCHOOL DISTRICT BOUNDARIES



CITY COUNCIL AGENDA

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

REGULAR MEETING
October 15, 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. Work Session of October 1, 2012
2. Regular Meeting of October 1, 2012

b. REPLAT OF DYSART COMMONS SHOPPING CENTER (PL-12-0150)
City Council will consider a request to approve the Replat of the Dysart Commons Shopping Center, an existing development located at the northeast corner of Dysart Road and Thomas Road. The approved Master Site Plan for the property includes five pads on the perimeter of the site to be developed with restaurant or small retail uses. The proposed document creates five lots on the perimeter of the site to allow those pad sites to be sold separately from the remainder of the shopping center. The Council will take appropriate action.

c. COOPERATIVE PURCHASING AGREEMENT - U.S. WASTE INDUSTRIES, L.L.C.
City Council will consider a request to approve a Professional Services Agreement with U.S. Waste Industries to provide waste removal services for city facilities in the amount not to exceed $24,000 annually or $120,000 over the duration of the agreement and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents. The Council will take appropriate action.

d. PROFESSIONAL SERVICES AGREEMENT - TIGHTLINE SYSTEMS, INC. FOR SPECIAL EVENT COORDINATION SERVICES
City Council will consider a request to approve a Professional Services Agreement with Tightline Systems, Inc. d/b/a Goosebump Marketing and Events in the amount not to exceed $42,170 annually and $210,850 over the entire length of the contract for event coordination and management services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. SECOND AMENDMENT TO PURCHASE AGREEMENT - CRAFCO, INC. FOR ASPHALT CRACK SEALING COMPOUND

City Council will consider a request to approve the Second Amendment to the Purchase Agreement with Crafco, Inc. for asphalt crack sealing to increase the amount of the contract by 30,000 for a new maximum annual amount of $80,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. PROFESSIONAL SERVICES AGREEMENT - KELLOGG + ASSOCIATES - NSP3 HILL DRIVE REDEVELOPMENT PROJECT

City Council will consider a request to award a professional services agreement to Kellogg + Associates in an amount not to exceed $120,000 to provide architect of record, engineering and construction management services for the Hill Drive Redevelopment Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 3080-1012 - INTERGOVERNMENTAL AGREEMENT FOR A MULTI-CITY HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY EVENT

City Council will consider a resolution authorizing an intergovernmental agreement between the City of Avondale and multiple southwest valley cities to hold household hazardous waste day collection events and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take the appropriate action.

4 RESOLUTION 3078-1012 - INTERGOVERNMENTAL AGREEMENT AMONG MULTIPLE CITIES RELATING TO THE ARIZONA CHILD ABDUCTION RESPONSE TEAM

City Council will consider a resolution authorizing an intergovernmental agreement between the City of Avondale and multiple west valley agencies relating to the creation of and participation in the Arizona Child Abduction Response Team and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take the appropriate action.

5 PROFESSIONAL SERVICES AGREEMENT – JAMES DUNCAN AND ASSOCIATES, INC.

City Council will consider a request to award of a contract to James Duncan and Associates, Inc. in an amount not to exceed $149,860.00 for services pertaining to the development of a city-wide infrastructure improvement plan (IIP) and revised development fees and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
October 15, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

1. Work Session of October 1, 2012
2. Regular Meeting of October 1, 2012

ATTACHMENTS:

Click to download

No Attachments Available

DEVELOPMENT SERVICES

SUBJECT:
Replat of Dysart Commons Shopping Center (PL-12-0150)

MEETING DATE:
October 15, 2012

TO: Mayor and Council

FROM: Tracy Stevens, Planning Manager (623) 333-4012

THROUGH: Charlie McClendon, City Manager

REQUEST: Approval of a Replat creating five pad lots within the Dysart Commons Shopping Center. City Council will take appropriate action.

PARCEL SIZE: Approximately 16.1 Gross Acres; 13.8 Net Acres

LOCATION: Northeast Corner of Dysart Road and Thomas Road (Exhibits A and B)

APPLICANT: Mr. Jim Griffin, Griffin-Jacobs Engineering (602) 212-1279

OWNER: Mr. David Casty, SA Group Properties, Inc. (949) 798-4474

BACKGROUND:

The subject property is located within the Palm Valley PAD, which Council approved in 1994. The PAD includes areas for both residential and commercial development. One of the areas designated for commercial development is located at the northeast corner of Dysart and Thomas Roads. C-1 (Neighborhood Commercial) uses are allowed on the subject property.
The Master Site Plan for the Dysart Commons Shopping Center was approved by the City Council on September 6, 2005. The approved site plan calls for an L-shaped shops building and 5 pad lots on the periphery of the site. Construction of the primary building was completed in 2007; construction of the five pad sites has not yet occurred.

A Final Plat for Dysart Commons, dedicating all necessary right-of-way and easements, was approved by the City Council on May 15, 2006. The original Final Plat did not create separate lots for the five outlying pads, keeping them under the same ownership as the primary shopping center building. Approval of this replat will allow the property owner to sell the pad sites to separate owners and likely expedite the development of those portions of the property.

SUMMARY OF REQUEST:

1. This is a request for Final Plat (Replat) approval related to the partially developed Dysart Commons Shopping Center. The original Final Plat for Dysart Commons, approved in 2006, dedicated all required right-of-way and easements but did not create separate parcels for the planned pad sites.
2. The property subject to the replat is currently a single parcel, approximately 13.8 net acres in area. The proposed final plat (Exhibit C) creates five lots on the perimeter of the site. The location and size of the proposed lots, which range between 0.75 and 1.85 acres, matches the location of the future pad sites shown on the approved Master Site Plan (Exhibit D).
3. The entirety of the Dysart Commons property is controlled by an underlying declaration which provides for shared ingress and egress to public streets and sidewalks, internal vehicular and pedestrian circulation rights (i.e. cross-access between parcels), and reciprocal parking. As

such, approval of the Replat and any subsequent divesting and development of the pad sites will not have any impact on the orderly functioning of the shopping center.

4. All access to the newly created parcels will be through the existing entries and exits into the Dysart Commons site. To prevent any future property owners from creating new driveways directly into their parcels from the public street, the proposed replat dedicates a vehicular non-access easement (VNAE) the length of the street frontages on both Thomas Road and Dysart Road, except where existing ingress and egress driveways are located. If all new lots were able to be accessed by new driveways, significant traffic safety issues would result.
5. All rights-of-way and easements dedicated as part of the original Dysart Commons Final Plat are maintained in the proposed Replat.

PARTICIPATION:

Public notification is not required for Final Plat (Replat) applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Final Plat (Replat) applications.

ANALYSIS:

Each of the five new lots created by the proposed Dysart Commons Replat are in conformance with the shopping center's approved site plan. Approval of the document may expedite development of the pad sites on the property and will not have any negative impact on the function of the shopping center or adjacent public streets. Additionally, the proposed Replat has been reviewed by the City's Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

FINDINGS:

The proposed request complies with all applicable City documents, including but not limited to the approved Palm Valley PAD, Dysart Commons Master Site Plan, Avondale Subdivision Regulations, General Plan 2030, and the General Engineering Requirements Manual.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application PL-12-0150 as part of the October 15, 2012 consent agenda.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-12-0150, a request for approval of the Dysart Commons Shopping Center Replat.

ATTACHMENTS:

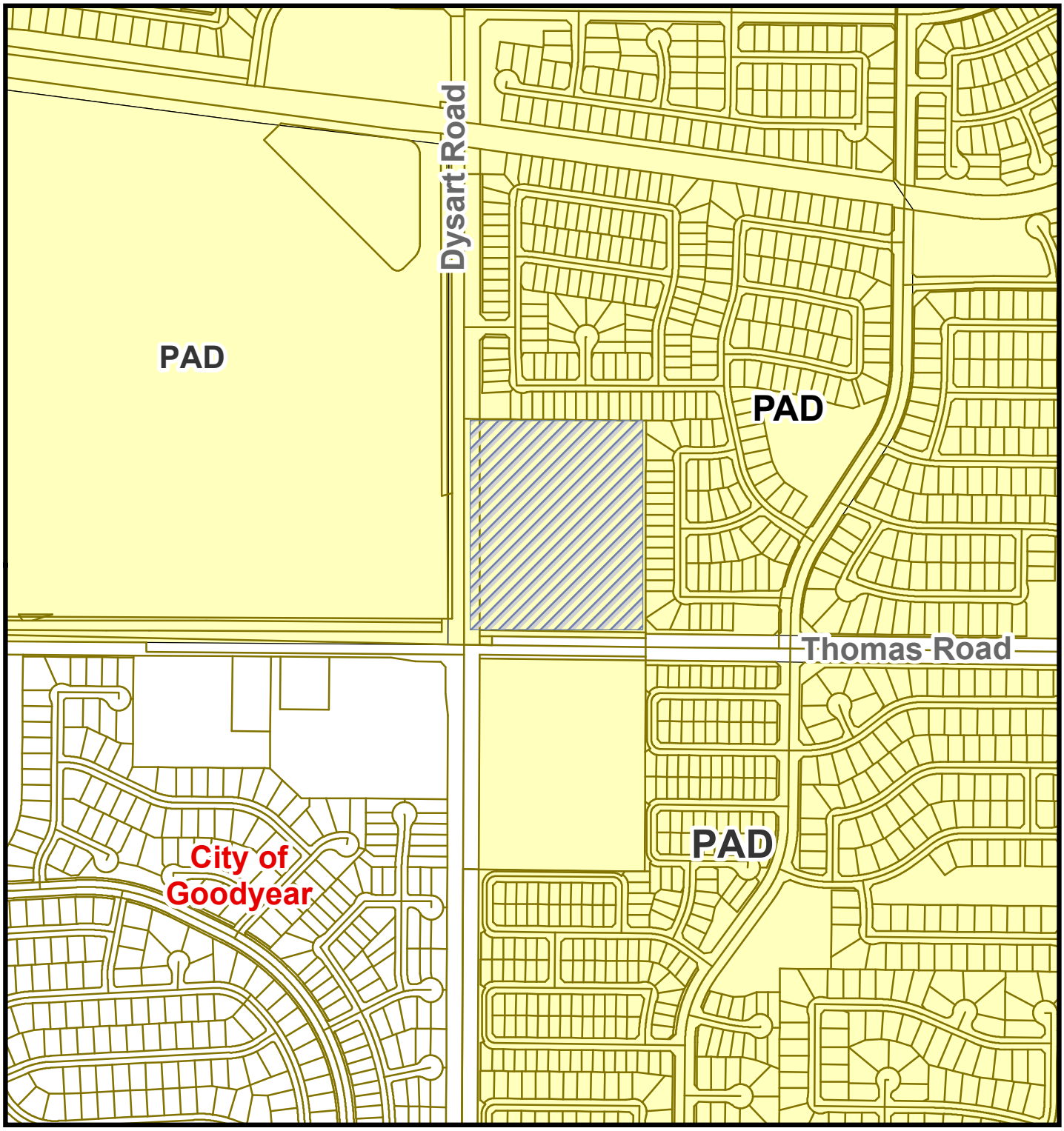
Click to download

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Photograph
- Exhibit C - Proposed Replat of Dysart Commons Shopping Center
- Exhibit D - Approved Dysart Commons Master Site Plan

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

Exhibit A



Zoning Vicinity Map - Application PL-12-0150

Avondale

Subject Property

Exhibit B

Aerial Photograph - Application PL-12-0150

Avondale

Subject Property

EXHIBIT C - PROPOSED FINAL PLAT

FINAL PLAT

"DYSART COMMONS II"

A REPLAT OF LOT 1 OF "DYSART COMMONS"

AS RECORDED IN BOOK 908, PAGE 30, OF M.C.R. A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

BY RECORDATION OF THIS; SA GROUP PROPERTIES, INC., AS OWNER, HAVE PLATTED, UNDER THE NAME OF "DYSART COMMONS II", A RE-PLAT OF LOT 1 OF "DYSART COMMONS" AS RECORDED IN BOOK 908, PAGE 30, M.C.R. ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS MORE PARTICULARLY DESCRIBED AND DEPICTED ON THIS PLAT AND HEREBY PUBLISHES THIS FINAL PLAT AS AND FOR THE FINAL PLAT OF SAID "DYSART COMMONS II" HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT, EASEMENTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT AND THAT SA GROUP PROPERTIES, INC., AS OWNER HEREBY DEDICATE TO THE PUBLIC FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

ALL NOTATIONS AND DEDICATIONS SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS PLAT.

IN WITNESS WHEREOF: SA GROUP PROPERTIES, INC., HAVE HEREUNTO CAUSED THEIR NAMES TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF DAVID A. CASTY ITS VICE PRESIDENT, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF_____, 2012.

BY:_____
DAVID A. CASTY

ITS:_____
VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS ____ DAY OF _____, 2012 BEFORE ME PERSONALLY APPEARED, WHO ACKNOWLEDGED HIMSELF TO BE DAVID A. CASTY AS VICE PRESIDENT, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN BY SIGNING IN THE NAME OF THE COMPANY, AS OWNER.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY:_____ _____
DAVID A. CASTY, VICE PRESIDENT DATE

LEGAL DESCRIPTION

LOT 1, OF FINAL PLAT FOR DYSART COMMONS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 908 OF MAPS, PAGE 30 AND AFFADAVIT OF CORRECTION RECORDED AS 2007-121226 OF OFFICIAL RECORDS.

BENCH MARK

CITY OF AVONDALE BRASS CAP IN HANDHOLE AT THE INTERSECTION OF THOMAS ROAD AND DYSART ROAD.

ELEVATION= 1010.87 (CITY OF AVONDALE DATUM)
DATE SHOT: MARCH 2005

NOTES

1. ALL LANDSCAPING WITHIN THE LOCAL, COLLECTOR AND ARTERIAL STREET RIGHT OF WAY IS TO BE MAINTAINED BY THE OWNERS.

2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCES.

3. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY TEH ARIZONA COMPORATION COMMISSION.

4. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.

5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.

6. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100-YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.

7. THE PROPERTY DESCRIBED HEREIN IS CONTROLLED BY AN UNDERLYING DECLARATION WHICH PROVIDES FOR SHARED INGRESS AND EGRESS TO PUBLIC RIGHTS OF WAY, VEHICULAR AND PEDESTRIAN CIRCULATION RIGHTS AND RECIPROCAL PARKING.

WATER ASSURANCE NOTE

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

LEGEND

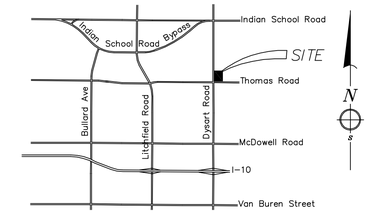
- ○ – FOUND BRASS CAP FLUSH
- ⊠ – FOUND BRASS CAP IN HANDHOLE
- ◉ – 1/2" REBAR & CAP 31559
- R/W – RIGHT-OF-WAY
- C.S. – CORNER OF THIS SUBDIVISION
- ⊙ – BRASS CAP FLUSH TO BE SET UPON FINAL PLAT APPROVAL (PER MAG 120-1 TYPE "B")
- ● – SET PK NAIL & SHINER RLS 34559
- ESMT – EASEMENT
- S/W – SIDEWALK
- PUE – PUBLIC UTILITY EASEMENT
- VNAE – VEHICULAR NON-ACCESS EASEMENT

CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL, 2012; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 34559 PAUL M. MILLER Date Signed 6/06/12 ARIZONA, U.S.A. EXPIRES 3/31/13

BY _____ RLS # 34559



VICINITY MAP

NOT TO SCALE

OWNER

SA GROUP PROPERTIES, INC.
3121 MICHELSON DRIVE, STE. 500
IRVINE, CA 92612
PHONE: 949-798-4474
FAX: 949-798-4274
CONTACT: DAVID CASTY

SURVEYOR

M.A.S. SURVEYING, INC.
15609 W. BRILES ROAD
SURPRISE, ARIZONA 85387
PHONE: 623-875-1200
FAX: 623-875-3777
CONTACT: PAUL MILLER

ENGINEER

GRIFFIN-JACOBS ENGINEERING, INC.
811 E. ORANGEWOOD AVENUE
PHOENIX, ARIZONA 85020
PHONE: 602-212-1279
FAX: 602-212-1553
CONTACT: JIM GRIFFIN

BASIS OF BEARINGS

S89°25'08"E (RECORD) ALONG THE SOUTH LINE OF SECTION 26, T 2N, R 1W, G&SRB&M, MARICOPA COUNTY, ARIZONA

FLOOD ZONE

THIS TRACT IS LOCATED WITHIN ZONE X DELINEATED ON THE CITY OF AVONDALE FLOOD INSURANCE RATE MAP/FLOOD HAZARD BOUNDARY MAP PANEL NO. 04013C2080H DATED JULY 19, 2001, AND PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ZONE B IS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE(1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

APPROVALS:

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____ DAY OF _____, 2012.

_____
MAYOR DATE

_____
ATTEST, CITY CLERK DATE

_____
CITY ENGINEER DATE

PLAN PREPARATION BLOCK

CASE #

SUBMITTAL # _____ PREPARATION DATE: _____

SUBMITTAL # _____ PREPARATION DATE: _____

SUBMITTAL # _____ PREPARATION DATE: _____

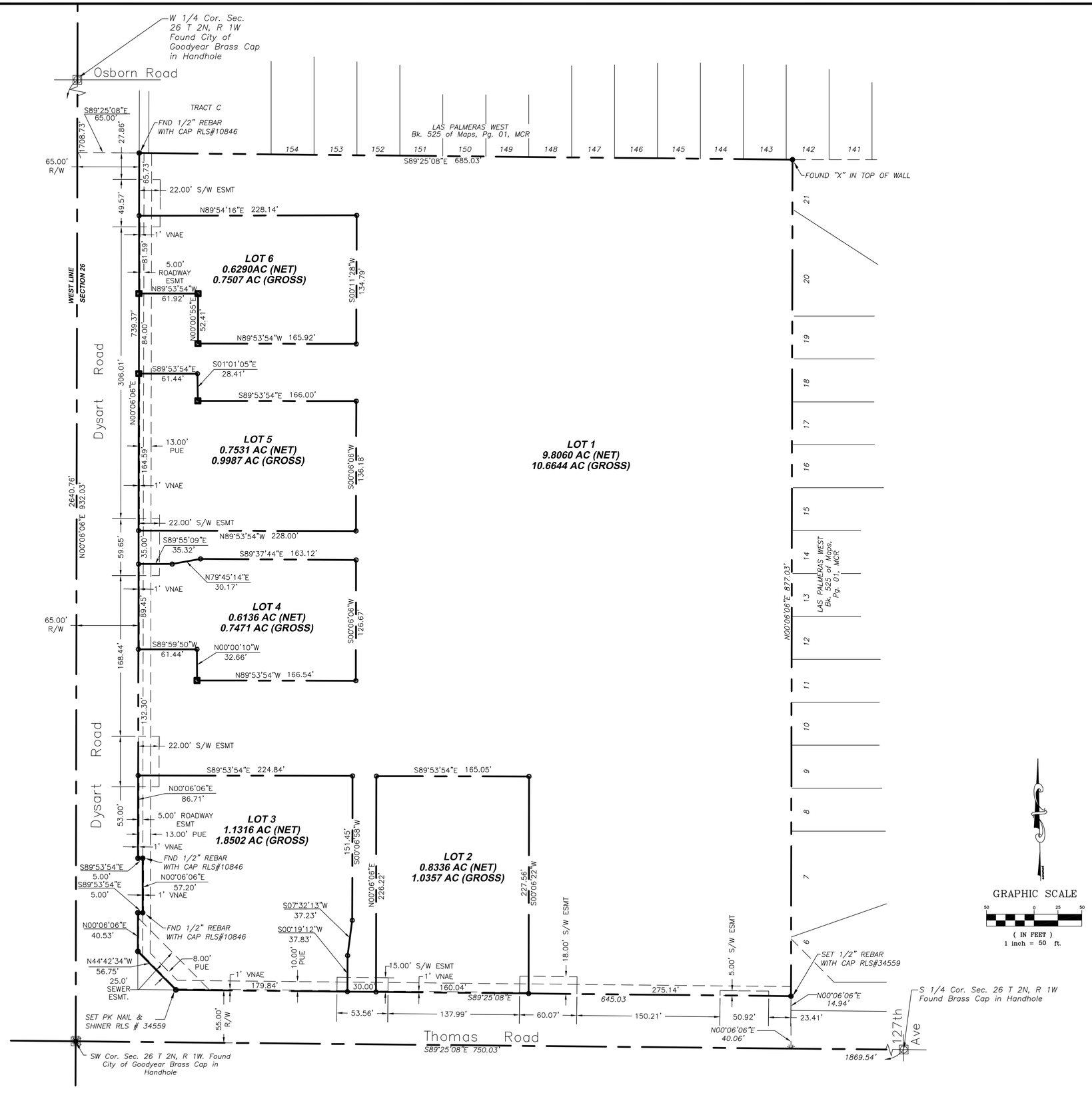
GRIFFIN-JACOBS ENGINEERING, INC.
CIVIL ENGINEERING
LAND PLANNING
811 E. ORANGEWOOD AVENUE
PHOENIX, ARIZONA 85020
T. 602.212.1279 F. 602.212.1553

FINAL PLAT OF "DYSART COMMONS II"
DYSART COMMONS II A RE-PLAT OF LOT 1 "DYSART COMMONS"
DYSART ROAD & THOMAS ROAD; AVONDALE, AZ

REVISIONS:

DESIGN BY:CGJ
DRAWN BY:JMG
SCALE:NTS
DATE:JUNE 2012

JOB No.: 0509 A



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T. 602.212.1279 F. 602.212.1553

FINAL PLAT OF "DYSART COMMONS II"
A RE-PLAT OF LOT 1 "DYSART COMMONS"
DYSART ROAD & THOMAS ROAD; AVONDALE, AZ

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
34559
PAUL M. MILLER
Date Signed
ARIZONA, U.S.A.
EXPIRES 3/31/13

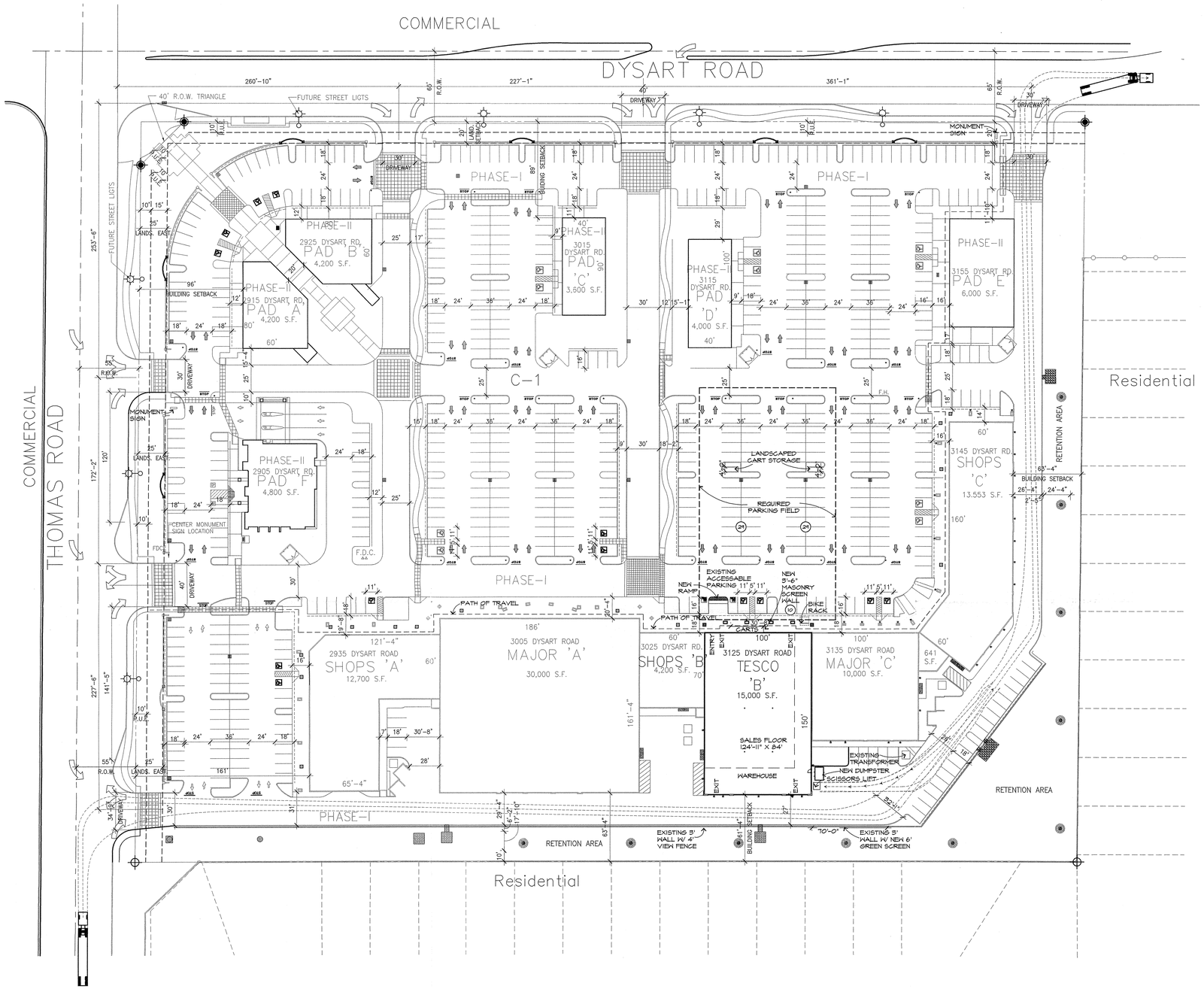
REVISIONS:

DESIGN BY:CGJ
DRAWN BY:JMG
SCALE:1"=30'
DATE:JUNE 2012

JOB No.: 0509 A

C2 of 2

Exhibit D



PRELIMINARY SITE PLAN

0 30' 60' 90' 120'

1" = 30'-0"

PROJECT DIRECTORY

DEVELOPER:
RED DEVELOPMENT, LLC.
6263 N. SCOTTSDALE RD., SUITE 330
SCOTTSDALE, ARIZONA 85250
CONTACT: BARRY SHANNAHAN
PHONE: (480) 556-7723
FAX: (480) 947-7997
E-MAIL: bshannahan@reddevelopment.com

ARCHITECT:
ROBERT KUBICEK ARCHITECTS & ASSOCIATES
2233 EAST THOMAS ROAD
PHOENIX, ARIZONA 85016
CONTACT: MATT SARGENT
PHONE: (602) 955-3900
FAX: (602) 955-0496
E-MAIL: msargent@rkaa.com

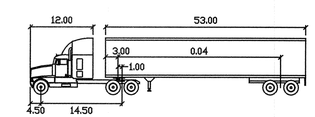
SITE DATA

GROSS SITE AREA: 16.05 ACRES (699,002 SF)
NET SITE AREA: 13.77 ACRES (599,972 SF)

PROPOSED USE: SHOPPING CENTER

BUILDING AREA:

TESCO:	15,000 SF
MAJOR A:	30,000 SF
MAJOR C:	10,000 SF
SHOPS A:	12,700 SF
SHOPS B:	4,200 SF
SHOPS C:	13,553 SF
PAD A:	4,200 SF
PAD B:	4,200 SF
PAD C:	3,600 SF
PAD D:	4,000 SF
PAD E:	6,000 SF
PAD F:	4,800 SF
TOTAL BUILDING AREA:	112,253 SF
SITE COVERAGE:	19.2 %



68' TRUCK feet

Tractor Width	8.50	Lock to Lock Time	6.00
Trailer Width	8.50	Steering Angle	30.00
Tractor Track	8.50	Articulating Angle	70.00
Trailer Track	8.50		

ROBERT KUBICEK Architects And Associates, Inc.
2233 East Thomas Road
Phoenix, Az. 85016-9474
(602) 955-3900 Phone
(602) 955-0496 Fax
www.rkaa.com

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING
date 06/04/07

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PRELIMINARY SITE PLAN

NOTICE OF ALTERNATE BILLING OR PAYMENT ARRANGEMENTS: THE DESIGNATED AGENT MAY ELECTER TO REQUIRE THE SUBMISSION OF BILLINGS OR ESTIMATES IN BILLING CYCLES OTHER THAN MONTHLY AND REQUIRE PAYMENT OF SUCH BILLINGS TO HAVE PRIORITY OVER ANY OTHER BILLINGS OR PAYMENTS FOR CALCULATION AND APPROVAL OF BILLING AND ESTIMATES. A SCHEDULE OF PAYMENTS OR ESTIMATED PAYMENTS OVER CYCLE APPLICABLE TO THE PROJECT IS AVAILABLE FROM THE OWNER AT THE OFFICES OF

OR HIS DESIGNATED AGENT SHALL PROVIDE AND ARBITRY DISCRIPTION ON REQUEST

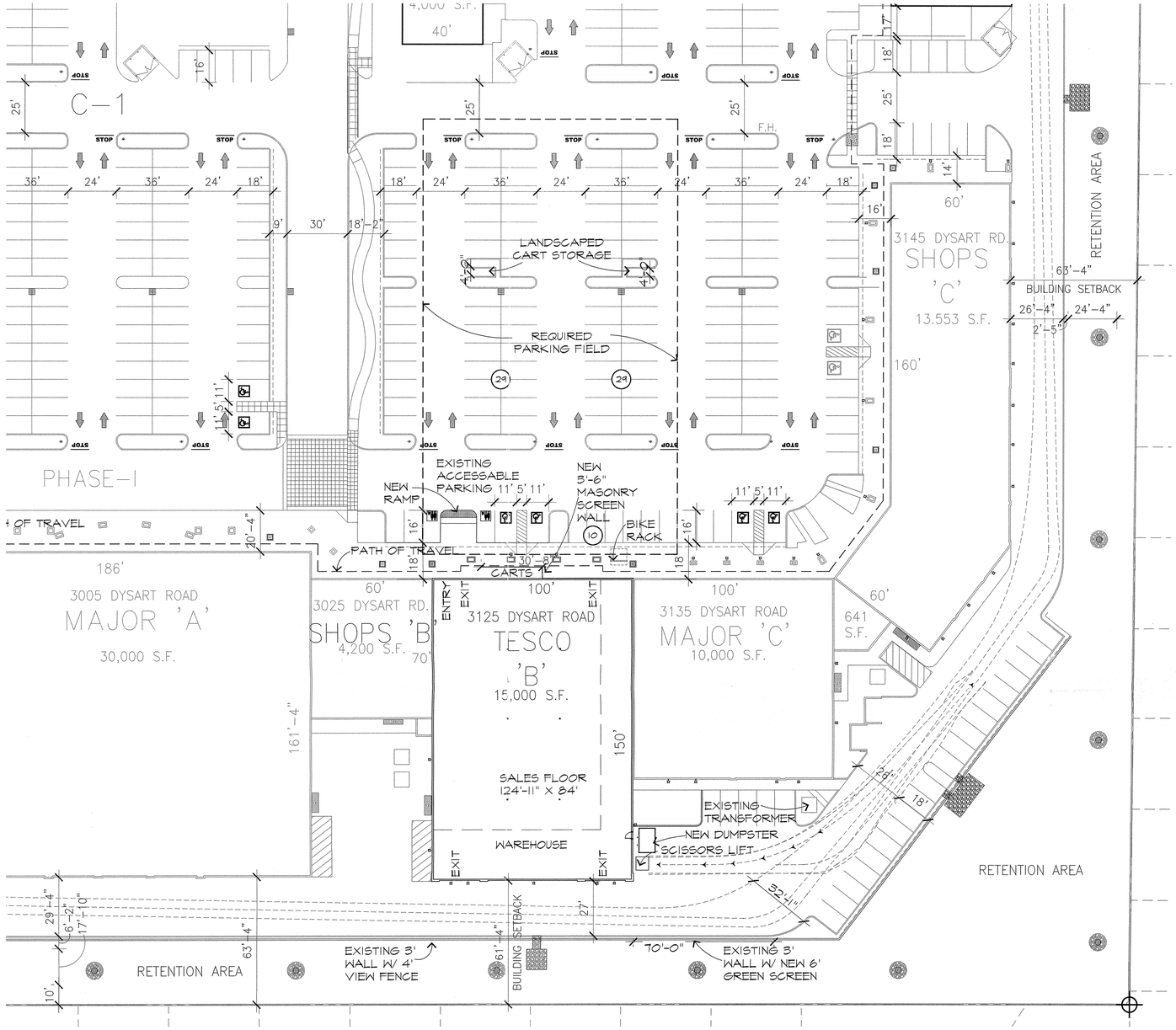
NEW COMMECIAL CENTER
TESCO REMODEL

NEC THOMAS ROAD & DYSART ROAD
AVONDALE, ARIZONA

design OTHER
drawn MGS
check RWK

sheet **SP-1a**
of
job 06303.01

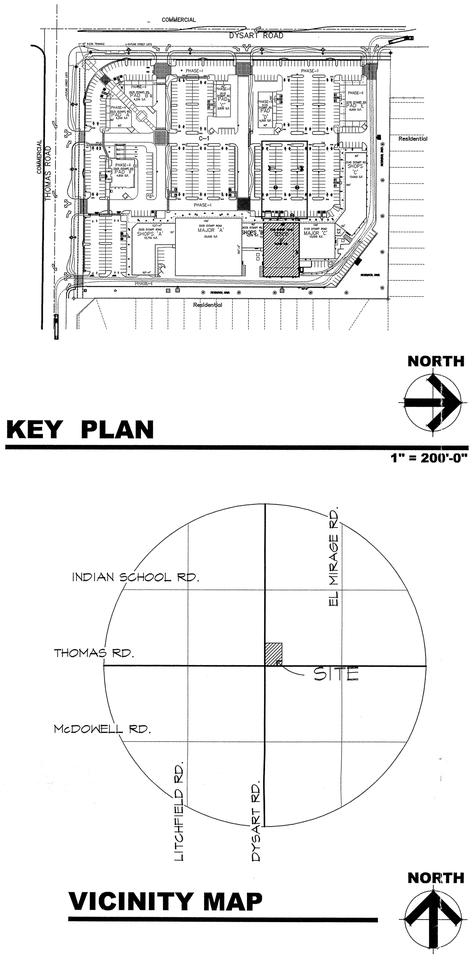
PLANNING & ZONING RECEIVED JUN 2007 DIVISION



PRELIMINARY SITE PLAN

0 30' 60' 90' 120'

1" = 30'-0"

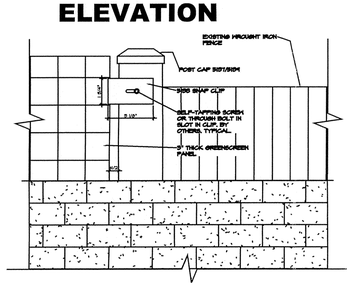


KEY PLAN

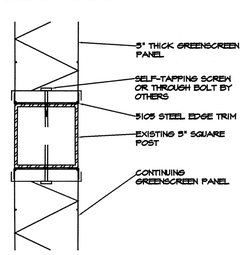
1" = 200'-0"

VICINITY MAP

ELEVATION

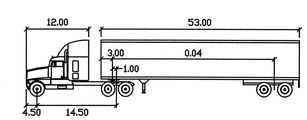


SECTION



FENCE DETAILS

SCALE: NONE



68' TRUCK feet

Tractor Width	: 8.50	Lock to Lock Time	: 6.00
Trailer Width	: 8.50	Steering Angle	: 30.00
Tractor Track	: 8.50	Articulating Angle	: 70.00
Trailer Track	: 8.50		

PROJECT DIRECTORY

DEVELOPER:
RED DEVELOPMENT, LLC.
6263 N. SCOTTSDALE RD., SUITE 330
SCOTTSDALE, ARIZONA 85250
CONTACT: BARRY SHANNAHAN
PHONE: (480) 556-7123
FAX: (480) 947-7997
E-MAIL: bshannahan@reddevelopment.com

ARCHITECT:
ROBERT KUBICEK ARCHITECTS & ASSOCIATES
2233 EAST THOMAS ROAD
PHOENIX, ARIZONA 85016
CONTACT: MATT SARGENT
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PAD D:	4,000 SF
PAD E:	6,000 SF
PAD F:	4,800 SF
TOTAL BUILDING AREA:	112,253 SF
SITE COVERAGE:	19.2 %

PLANNING ADMINISTRATION
☐ Approved ☐ Denied ☑ Approved with Conditions
6-8-07
Date

ROBERT KUBICEK Architects And Associates, Inc.
2233 East Thomas Road
Phoenix, Az. 85016-9474
(602) 955-3900 Phone
(602) 955-0496 Fax
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PRELIMINARY SITE PLAN

NOTICE OF ALTERNATE BILLING OR PAYMENT CYCLE THE OWNER THAT ELECT THE OWNER TO REQUIRE THE SUBMISSION OF BILLING OR PAYMENT CYCLE OTHER THAN THE NORMAL THIRTY DAYS. THIS AGREEMENT MAY ALLOW THE OWNER TO MAKE PAYMENT ON SOME PORTION OF BILLING PRIOR TO NOTIFICATION AND APPROVAL OF BILLING AND ESTIMATES. A WRITTEN DESCRIPTION OF SUCH OTHER BILLING OR PAYMENT CYCLE IS ATTACHED OR WILL BE AVAILABLE FROM THE OWNER AT THE OFFICES OF

OR HIS DESIGNATED AGENT SHALL PROVIDE THIS WRITTEN DESCRIPTION ON REQUEST

NEW COMMECIAL CENTER
TESCO REMODEL

NEC THOMAS ROAD & DYSART ROAD
AVONDALE, ARIZONA

design OTHER
drawn MGS
check RWK

sheet **SP-1b**
of
job 06303.01

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - U.S. Waste Industries, L.L.C.

MEETING DATE:
October 15, 2012

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with U.S. Waste Industries to provide waste removal services for city facilities in the amount not to exceed $24,000 annually or $120,000 for the duration of the agreement and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale's (the City) current refuse removal services contract with Waste Management expired on February 21, 2012. Staff determined that it would be in the best interest of the City to solicit bids for services to determine if there were a more cost beneficial service available to the City. Waste Management has been performing the services on a month to month basis throughout the solicitation process. The current waste removal service includes all of the city facilities except for the police detention complex on Western Ave.

Staff evaluated the State of Arizona cooperative contract #ADSPO13-029946 for waste removal services with U.S. Waste and determined that this contract fully meets the city wide waste removal requirements and will save the City approximately $14,792 dollars annually.

DISCUSSION:

The term of the contract shall be for an initial one (1) year period with four (4) one year extension options. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year; the term of the State Contract has been extended; at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and; the City approves the additional one-year term in writing (including any price adjustment.)

BUDGETARY IMPACT:

The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed $24,000.00 for Services at the unit rates as set forth in the State Contract. The maximum aggregate amount for this Agreement shall not exceed $120,000.00.

The expenditure for waste removal services is included in the Parks Recreation and Libraries, Building Maintenance budget line item 5420-6320 (Contractual Maintenance Building & Grounds).

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with U.S. Waste Industries to provide waste removal services for city facilities in the amount not to exceed $24,000 annually or $120,000 for the duration of the agreement and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- PBA US Waste Industies

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
U.S. WASTE INDUSTRIES, L.L.C.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of October 15, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and U.S. Waste Industries, L.L.C., an Arizona limited liability company (the "Contractor").

RECITALS

A. After a competitive procurement process, the State of Arizona (the "State"), entered into Contract No. ADSPO13-029946, awarded August 13, 2012 (the "State Contract"), for refuse removal services. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference.

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

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the State Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with refuse removal and sanitation services, as more particularly set forth in Section 2 below on an "as-required" basis (the "Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to 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 Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 15, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the State Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the State Contract has been extended, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the State

Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services under the terms and conditions of the State Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Services to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written agreement between the parties describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the State Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the State Contract will be subject to rejection. By signing this Agreement, Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the State Contract, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed $24,000.00 for Services at the unit rates as set forth in the State Contract. The maximum aggregate amount for this Agreement shall not exceed $120,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor 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 Contractor 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 (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead

allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

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

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

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

10. 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 Contractor 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 Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices and the State Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the State Contract, the City shall be afforded all of the rights and privileges afforded to the State and shall be the "State" (as defined in the State Contract) for the purposes of the State Contract.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

[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]

"**Contractor**"

U.S. WASTE INDUSTRIES, L.L.C., 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 U.S. WASTE INDUSTRIES, L.L.C., an Arizona limited liability company, on behalf of the company.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
U.S. WASTE INDUSTRIES, L.L.C.

[State Contract]

See following pages.

Offer and Acceptance

Solicitation No: **ADSPO12-00001930**

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: **Refuse Removal, Statewide**

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.: 51-0474517

For Purposes of this Offer, contact:

Name: Mark Jones

Phone: 602-323-9101

Fax: 623-847-1014

U.S. Waste Industries, LLC
Company Name

Mark E. Jones
Signature of Person Authorized to Sign Offer

6601 W. Orangewood Ave
Address

Mark E. Jones
Printed Name

Glendale AZ 85301
City State Zip

General Manager
Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ☐ IS/ ☒ IS NOT a small business with less than 100 employees or gross revenues of $4 million or less.
5. In accordance with A.R.S. §35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, scope of work requirements/specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. ADSPO13-029946

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona
Awarded this 13th **day of** August **2012**

Procurement Officer

OFFER AND ACCEPTANCE FORM..... 1

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EXHIBITS *(Separate documents located in the Attachments Tab of ProcureAZ.)*

EXHIBIT B – Region Maps …..…….……... 27

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OFFER DOCUMENTS *(Separate Documents located in the Attachments Tab of this contract in ProcureAZ.)*

1. PURPOSE / BACKGROUND

Pursuant to A.R.S. § 41-2533, the Arizona Department of Administration, State Procurement Office (The State) is seeking to establish statewide contract(s) for Refuse Removal Services. The purpose of the contract(s) is to provide statewide refuse removal services both scheduled and "on call."

The contract(s) shall be available for use by all State Agencies, Boards, Commissions as well as State Purchasing Cooperative Members, collectively hereinafter referred to as Eligible Agencies. Paragraph 2.8 of the Special Terms and Conditions provides a more detailed definition of Eligible Agencies. A list of all State Agencies, Boards and Commissions as well as the most current list of all members of the State Purchasing Cooperative may be found on the State Procurement Office's website. For a list of State Agencies and Cooperative Members that have indicated a need to utilize the resultant contract(s), please refer to Exhibit A. Exhibit A is not a guarantee and not intended to include all potential users but shall be used as an estimate of size, quantity and location of bins, based on initial expected needs, and may vary +/- depending on the changing needs of the individual Eligible Agencies. State Agencies may begin services detailed in this solicitation as existing single agency contracts end.

Bidders may bid on any regions individually, multiple regions or Statewide. . `

2. LOCATIONS

For the purposes of this contract, the State of Arizona has been broken down into 9 regions. It is the intent of the State to award a contract(s) on a statewide basis. Contracts may be awarded by region if determined in the best interest of the State. The Contractor shall be able to provide all services, supply all the necessary materials, equipment, labor and supervision and meet all of the requirements as stated in the specifications, terms, and conditions of this contract for all regions that are included in the submitted bid.. The 9 regions are listed below and shown in Exhibit B.

Region 1 – Mohave County
Region 2 – La Paz and Yuma Counties
Region 3 – Yavapai and Coconino Counties
Region 4 – Maricopa, Pinal and Gila Counties (Except Phoenix Metro)
Region 5 – Navajo and Apache Counties
Region 6 – Graham, Greenlee and Cochise Counties
Region 7 – Pima and Santa Cruz Counties
Region 8 – Phoenix Metro
Region 9 – Tucson Metro

3. CONTRACT REQUIREMENTS

3.1 All work performed by the Contractor shall be in conformance with all applicable Federal, State and Local laws, rules and regulations.

3.2 The Contractor's normal course of business shall be providing the types of services specified herein The Contractor shall have a minimum of three (3) years experience directly related to the services described in this solicitation.

3.3 The Contractor shall understand all work requirements and be aware of all conditions that might impact contract performance.

3.4 The Contractor shall obtain all necessary permit(s) required by the appropriate disposal site and dispose of all refuse at a properly licensed landfill, as required by applicable law(s), rules, regulations, statues, ordinances, etc., and shall provide records to Eligible Agency upon request.

3.5 Landfill fees are the responsibility of the Contractor.

3.6 This contract shall not include services for the removal of toxic or hazardous substances, medical, chemical or bio-hazardous waste.

3.7 Vehicles arriving and departing from certain Secure Agency Facilities or Grounds are subject to inspection and clearance by Security Personnel. The Contractor shall be aware of all such facilities and conform to all security regulations and procedures necessary to conduct business within those facilities.

3.8 The contractor shall abide by all Rules and General Operating Policies and Procedures formally adopted by the Eligible Agency as applicable for fulfilling the obligations outlined in the contract including but not limited to all staff behavior policies, security measures and personnel clearance procedures.

3.9 **Violation of safety rules, regulations, or practices may be considered grounds for termination of the Contract.**

4. CONTAINERS

4.1 Contractor shall provide and pay for exterior collection containers in numbers sufficient to accommodate the volume of materials generated at each location. Number, type, size and placement of containers shall be determined by the Contractor and the Eligible Agency Representative, based on site surveys of each location. Eligible Agencies may make changes to the number, size, and actual location of containers based on operational results over time. All changes shall require written request and/or consent from the Eligible Agency. Written requests for any changes stated in this paragraph shall be made by the Contractor within seventy-two (72) hours of notification.

4.2 All containers provided by the Contractor shall conform to all applicable Federal, State, Local, and OSHA rules and regulations. Containers shall be new or newly reconditioned, undamaged and neat in appearance (uniformly painted) at the start of service. The containers provided by the contractor shall be equipped with workable lids and doors. The containers shall be placed on level ground, properly maintained, painted, and kept in a condition acceptable to the Eligible Agency. Lids shall have the ability to be locked. Locks shall be supplied by the Eligible Agency.

4.3 The contractor shall maintain containers. Maintenance activities performed by the Contractor shall include but are not limited to the following:

4.3.1 Any container found to be damaged, unclean, and/or not in a sanitary condition shall either be cleaned, repaired, or replaced by the Contractor within twenty-four (24) hours of notification.

4.3.2 The contractor shall be obligated to clean the interiors and deodorize containers when it is deemed necessary by the Eligible Agency.

4.3.3 Any compactor shall be removed from the premises and cleaned professionally as required.

4.3.4 If requested by the agency, the contractor shall spray each container for pests.

4.3.5 Containers used at kitchen locations may require periodic steam cleaning when requested by the Eligible Agency.

4.3.6 Any and all spillage of refuse by the Contractor during pick up shall be the responsibility of the Contractor and shall be immediately cleaned up prior to leaving the service location. When spillage of refuse by the Contractor is due to over filling by the Eligible Agency, the Contractor shall immediately clean up the area and notify the Eligible Agency for implementation of corrective action to negate the condition on any ensuing service call.

4.4 Container types shall include, but not be limited to the following:

4.4.1 Roll-off Containers in 10, 15, 20, 30 and 40 cubic yard capacities.

4.4.2 Compactors in 10, 15, 20, 30 and 40 cubic yard capacities..

4.4.3 Front or Rear End Load Containers in 2, 3, 4, 6 and 8 cubic yard capacities.

4.5 The location of all containers shall be agreed upon prior to the beginning of service. Consideration shall be given to accessibility, convenience, surface of ground, security and any agency specific requirements and factors necessary to perform the services required under this contract.

4.6 All equipment furnished by the Contractor, for use by the Department, shall remain property of the Contractor. The Eligible Agency shall have no right, title, or interest in such equipment under this contract except for the use and service intended including the reasonable care and protection of property in the Contractor's interest.

4.7 The Eligible Agency shall provide the necessary electrical connection in the required voltage at the sites where any such equipment is to be located that requires electrical hook up. The Contractor shall be responsible for the electrical service after the point of service provided by the Eligible Agency.

5. SCHEDULING

5.1 Contractor shall provide refuse collection and removal service on a scheduled and an on call basis as appropriate for each Eligible Agency location. Schedules may be adjusted over time through consultation between the Eligible Agency and the Contractors Representatives based on operational issues. Any changes to pickup days require advance written approval of the Eligible Agency contract monitor

5.2 The Contractor shall be responsible for collection and removal of refuse for the Eligible Agency service location within seventy-two (72) hours of notification.

5.3 Refuse collection and removal services may be scheduled for one, two, three, or four days per week, daily, and monthly basis.

5.4 The contractor shall make additional pickups on an "on call" or as needed basis within 24 hours after being notified by the Eligible Agency.

5.5 If a vendor-observed holiday falls on a regularly scheduled pickup day, it will be the Contractor's responsibility to pickup the trash on the next day or at another time required by the Eligible Agency. There shall be no extra charge even though this would be a non-scheduled day. The contractor shall make all scheduled pickups irrespective of State holidays.

5.6 Due to the occasional special event, additional containers or pickups may be required on an intermittent basis for a short period of time for some Eligible Agencies.

5.7 All solid waste removed from the premises by the contractor must be delivered to a certified landfill.

6. VEHICLE REQUIREMENTS

6.1 The Contractor shall provide and maintain equipment sufficient in number, operational condition, and capacity to efficiently perform the services required by this contract. This includes sufficient "back-up" equipment to provide uninterrupted service when equipment breakdown occurs.

6.2 All vehicles shall be maintained in good repair, appearance, and sanitary condition at all times. Equipment, machinery, component, or system failures that affect the safe operation of any equipment shall be corrected prior to using the equipment. Contractor shall maintain its vehicles so that they do not leak excessive amounts of fluids on the grounds of the Eligible Agency. The Contractor shall be responsible for any cleanup of fluids that leak from its vehicles.

6.3 The operation of all equipment shall be done safely and follow any restrictions or guidelines that may be posted or brought to the Contractor's attention while performing refuse and removal services within the Eligible Agency's property.

6.4 Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number and shall conform to Federal, State, and local laws, statutes, ordinance and Occupational Safety and Health Act laws, rules, and regulations.

6.5 All equipment utilized for this contract in Maricopa, Pima and Pinal Counties shall comply with the Governor's Executive Order 2007-03, Improving Air Quality, http://azgovernor.gov/media/ExecutiveOrders.asp. Equipment shall be retrofitted with diesel retrofit kits, newer clean diesel technologies and fuels, or green diesel, biodiesel or other fuels that are cleaner than petroleum diesel. Failure of the Contractor to comply with Executive Order 2007-03 may be grounds for any contractual remedy available to the State.

7. STAFFING REQUIREMENTS

7.1 The Contractor shall provide adequate supervision over the work being performed and will be held solely responsible for the conduct and performance of its employees and others involved in the execution of this contract. Staff shall be adequately trained and qualified for the type of work to be performed to ensure progress of the contracted services is completed in an orderly and timely manner.

7.2 Contractor personnel performing pick-ups shall be uniformed or carry identification sufficient to be identified as representatives of the contractor and shall be insured. The State shall in no way be liable for Contractor's personnel or equipment on State owned or leased property.

7.3 Contractor shall remove from the work site any employee who endangers persons or property, or whose continued work under this contract is inconsistent with the contract requirements.

7.4 The contractor shall provide continuous service, with no interruption when key or essential persons are unavailable for work under this contract. The Contractor shall have a plan in place which at a minimum includes the minimum number of staff required to provide the service and any cross utilization of personnel based on skills, experience and certification that may be implemented.

1. DEFINITIONS

ProcureAZ terms. ProcureAZ (https://procure.az.gov) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

"Actual Cost" means the total value of all items and their extended quantities.

"Alternate Id / Alternate ID" is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.

"Buyer" means procurement officer.

"Catalog ID" is an optional data field and means an identification number to signify a group of related contracts.

"Contact Instructions" means the contact information for the procurement officer.

"Control Code" is an optional field and means an identification characteristic of the contract.

"Days ARO" means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.

"Department" means the customer for whom the solicitation or contract was conducted for.

"Discount %" is an optional field and means the standard discount applied to all items.

"Entered Date" means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.

"Freight Terms" means how freight will be charged under the contract.

"Header Information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.

"Item information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.

"Location" means the specific customer, within the department, for whom the solicitation or contract was done.

"Master Blanket/Contract Begin Date" means the date that the contract starts.

"Master Blanket/Contract End Date" means the date that the contract ends.

"Master Blanket/Contract End Date (Maximum)" means the date that the contract may be extended through if all allowable term extensions are exercised.

"Master Blanket/Contract Vendor Distributor List" means the list of companies authorized to distribute the materials and/or services on behalf of the Contractor under the contract.

"Master Blanket Purchase Order" means the contract, indicating that the contract will be in effect over a stated period of time.

"Minor Status" is an optional data field and means a type of status indicator of the contract in ProcureAZ.

"Organization" means the state agency under whose authority the solicitation or contract was conducted.

"Payment Terms" means the period of time that payment is due after receipt of an accurate invoice.

"Pcard Enabled" is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.

"PO Acknowledgement" means the list the notifications to the Contractor and their acknowledgements of these notices.

"PO Type" means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.

"Print Dest Detail" is an optional data field and means a print format applicable to orders under the contract.

"Print Format" means the format of the solicitation or contract print output.

"Project No." is an optional field and means an identification characteristic of the contract.

"Purchase Order" means contract.

"Purchase Order Number" means the contract's identification number.

"Purchaser" means procurement officer.

"Receipt Method" means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.

"Release Number" means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero "0" release number.

"Release Type" means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.

"Retainage %" is an optional field and means the amount of the contract's value that is retained.

"Shipping Method" means the method of shipping to be used under the contract.

"Shipping Terms" means the point where the Contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the Contractor to the State.

"Short Description" means the contract' title.

"Status" means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.

"Tax Code", if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.

"Type Code" means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

"Vendor" means Contractor.

1. CONTRACT.

1.1 The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications, the offer submitted by the Contractor, and their responses to any requests for clarifications. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

1.2 The State's primary contact for this solicitation and result contracts shall be:

Brian D. Ball, Sr. Procurement Specialist
State of Arizona, State Procurement Office
100 N 15th Ave, Suite 201
Phoenix, AZ 85007
Phone: (602) 542-2090
Fax: (602) 542-5508
Email: brian.ball@azdoa.gov

1.3 Contract Type. Firm Fixed Price.

1.4 Term of Contract. The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.

1.5 Contract Extension. By mutual agreement, the contract may be extended for 4 additional one-year periods or portions thereof for a total contract term not to exceed 5 years. A factor in contract extensions shall be the extent that the State has all current usage information and insurance documents on file.

1.6 Estimated Usage. The Contract shall be on an as needed, if needed basis. The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

1.7 Non-Exclusive Contract. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

1.8 Eligible Agencies. This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes 41-2632.

1.9 Cancellation. The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract including but not limited to:

1.9.1 Providing personnel that do not meet the requirements of the contract or attempting to impose on the State, personnel of unacceptable quality,

1.9.2 Failure to perform adequately the services required in the contract or

1.9.3 Any action or inaction that is in violation of any applicable Federal, State or Local regulation.

1.10 Changes. Eligible Agencies shall have the right to revise the delivery and schedule and make other changes within the Scope of Work as may deemed necessary to best serve the interest of the Eligible Agency.

1.11 Contract Pricing. Pricing shall be a firm fixed price and shall not differ due to location within a region. Pricing shall not exceed amounts charged to other customers.

- The monthly and "per pick up" rates for Front/Rear End Loaders shall include all necessary labor, equipment, fuel, environmental, administrative and landfill fees to perform the services as stated within this IFB.
- Pricing for Roll-Off containers shall include a "One Time Delivery Charge", "Pull Rate" charged per pick up and "Disposal Charge" on a per ton basis.

2. ADMINISTRATIVE FEE / USAGE.

2.1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all State Purchasing Cooperative sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp. At its option, the State may expand the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.

2.2 Contractors shall submit a Quarterly Usage Report documenting identifying all Eligible Agencies and total dollar volumes purchased by each Eligible Agency during the reporting period. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, and the proper Usage Report Forms see the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. Any usage report that is submitted to the State for the purpose of satisfying this requirement shall be deemed public record and any confidentiality any request regarding the information contained in the report shall be denied. The contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.

2.3 The Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office within thirty (30) days following the end of each calendar quarter. The submission schedule for Administrative Fees and Usage reports shall be as follows:

July through September (FY Q1) –	Due October 31
October through December (FY Q2) –	Due January 31
January through March (FY Q3) –	Due by April 30
April through June (FY Q4) –	Due by July 31

2.4 Administrative fees shall be submitted to the following address:

Arizona Department of Administration
State Procurement Office
Attention: 'Statewide Contract Administrative Fee'
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007.

2.5 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

2.6 The information contained in these contract reports and the accurate and timely submission thereof are critical components used by the State. Failure by the contractor to submit accurate and timely contract reports against this contract may be cause for cancellation of the contract.

3. KEY PERSONNEL.

3.1 It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor shall provide mentally alert, physically fit and qualified individuals to ensure contracted services progress in a safe, orderly and timely manner.

3.2 During the course of the contract, the State reserves the right to require the contractor to remove from the project contractor employees found unacceptable by the State. The State may require that the Contractor remove from the Contract employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of the State.

4. SUBCONTRACTORS. The contractor may, enter into written subcontract(s) for performance of certain of its functions under the contract. Contractor shall not enter into any Subcontract under this Contract, for the provision of supplies or performance of services under this Contract, without the advance written approval of the Procurement Officer. Subcontracts issued by the Contractor shall incorporate by reference the Terms and Conditions of this Contract and the requirements of the Task Assignment.

5. LICENSES. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor and make them available as required by this contract.

6. INVOICING AND PAYMENT.

6.1 All billing notices or invoices shall be sent to the Eligible Agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the following information.

- Both the contract number and contract release/purchase order number;
- Name and address of the contractor;
- The contractors federal tax identification number;
- The contractor's remittance address;
- Contractor’s representative to contact concerning billing questions
- A description of the goods or services provided;
- Date of Service
- Itemized (if applicable) and total invoice pricing
- Applicable taxes

6.2 All invoicing for roll-off containers shall include copies of landfill weight receipts or landfill invoice information stating the actual weight of refuse being disposed along with the unit price stated in the contract. All landfill charges or other invoice information shall be subject to audit by the Eligible Agency or the State.

6.3 Payment(s) shall not be construed to be an acceptance of defective work.

7. ORDERING PROCESS.

7.1 Upon award of a contract the Eligible Agency may procure the specific material and/or service awarded by the issuance of a contract purchase order to the contractor. Each contract purchase order must cite the correct contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the Code for public bidding shall be complied with. A contract purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the using agency to order and the contractor to deliver the material and/or service.

7.2 Any attempts to represent any material and/or service not specifically awarded as being under contract is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State including but not limited to contract cancellation, suspension and/or debarment of the Contractor.

8. SAFETY STANDARDS.

8.1 All items and services supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards and the Department of Environmental Quality.

8.2 The Eligible Agency shall be notified immediately of any incidents or conditions relative to public health or safety.

9. PRICE INCREASE (AFTER ONE YEAR).

9.1 The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year.

9.2 A price increase shall only be considered at the time of a contract extension. The request shall be submitted from 30 to 60 days prior to the anniversary or the contract renewal date and shall be a factor in the extension review process. The request shall be for factors the Contractor was unaware at the time of offer submission. Failure to submit the request within the stated timeframe or failure to supply adequate information with the request may result in the state not considering the request.

9.3 The State, at its sole option, shall determine whether the requested price adjustment or an alternate option is in the best interest of the State. Approval shall be in the form of a contract amendment, and shall become effective on the date specified in the amendment.

10. PRICE REDUCTION. A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

11. APPROPRIATION OF FUNDS. Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

12. PANDEMIC CONTRACTUAL PERFORMANCE.

12.1 The Contractor shall have a plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include: (i) Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce; (ii) Alternative methods to ensure there are products in the supply chain; and (iii) An up to date list of company contacts and organizational chart.

12.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights: (i) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms; (ii) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and (iii) Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

13. FINANCIAL SOUNDNESS.

13.1 The State shall be notified in writing of any substantial change in the Offeror's financial condition during the term of the Contract. Failure to notify the State of such a substantial change in financial condition shall be sufficient grounds for terminating the contract.

13.2 The State may request the Contractor and any of the Contractor's subcontractors to provide a certified Statement of Financial Capability or the company's most current financial statement which has been audited by their outside auditing firm.

14. PROTECTION OF FACILITIES AND GROUNDS.

14.1 The contractor shall provide the services contained herein in such a manner that does not result in damage to State and Eligible Agency facilities, grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this contract, the contractor shall repair or replace the damage at no cost to the State or Eligible Agency as specified.

14.2 Should the contractor fail or refuse to make proper repairs or replacements, the contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law. Any and all equipment (containers) supplied by the Contractor(s) for use by an Eligible Agency shall remain the property of the Contractor.

15. CONFIDENTIALITY OF RECORDS. The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract unless otherwise agreed to in writing by the State.

16. FUEL SURCHARGE.. Due to the unpredictability of the fuel market, under no circumstances will the State accept any surcharges on any invoice for fuel.

17. INSURANCE.

17.1 INDEMNIFICATION:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss

investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

17.2 INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE:</u> Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 50,000
• Each Occurrence	$1,000,000

   a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

   b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

18. CONTRABAND.

18.1 Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

18.2 DEFINITION - A.R.S. ¦ 13-2501: Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

18.3 PROMOTING PRISON CONTRABAND - A.R.S. ¦ 13-2505:

1. A person, not otherwise authorized by law, commits promoting prison contraband:

   A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
   B. By knowingly conveying contraband to any person confined in a correctional facility; or
   C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

2. Promoting prison contraband is a Class 5 felony.

19. LOBBYING. The Contractor shall not engage in lobbying activities, as defined in 40 CFR part 34 and ARS §41-1231, et seq., using monies awarded under this Contract. Upon award of this Contract, the Contractor shall disclose all lobbying activities to the State to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Contractor shall implement and maintain adequate controls to assure that monies awarded under this Contract shall not be used for lobbying. All proposed Subcontractors shall be subject to the same lobbying provisions stated above. The Contractor shall include anti-lobbying provisions in all Contracts with Subcontractors.

1. DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. CONTRACT INTERPRETATION

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and it's implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. CONTRACT ADMINISTRATION AND OPERATION

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

3.12 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. COSTS AND PAYMENTS

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract or

4.5.3. Cancel the contract and re-solicit the requirements.

5. CONTRACT CHANGES

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. RISK AND LIABILITY

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright**.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

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

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. WARRANTIES

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. STATE'S CONTRACTUAL REMEDIES

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. CONTRACT TERMINATION

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. CONTRACT CLAIMS

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted there under.

11. ARBITRATION

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. COMMENTS WELCOME

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

Attachment A

Solicitation No: **ADSPO12-00001930**

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: **Refuse Removal, Statewide**

Organization Profile

QUESTIONNAIRE

Failure to fully address all questions may cause the bid to be determined non-responsive. The Offeror shall have at least three (3) years experience in providing similar type work as stated in this solicitation.

Bid Submitted for the following Regions (check all that apply). If bid is for the entire state please check Statewide only.

- ☐ Statewide
- ☐ Region 1 (Mohave County)
- ☐ Region 2 (La Paz/Yuma Counties)
- ☐ Region 3 (Coconino/Yavapai Counties)
- ☐ Region 4 (Maricopa/Pinal/Gila Counties)
- ☐ Region 5 (Navajo/Apache Counties)
- ☐ Region 6 (Cochise/Graham/Greenlee Counties)
- ☐ Region 7 (Pima/Santa Cruz)
- ☒ Region 8 (Phoenix Metro)
- ☐ Region 9 (Tucson Metro)

Firm Name	U.S. Waste Industries, LLC
Year Present Firm was Established	2003
Principal Business Address	6601 W. Orangewood Ave Glendale
Telephone Number	602-323-9101
Other/Former Names under which your Organization has operated	Y' Waste / AZ Waste Service

CONTRACT REPRESENTATIVES TO CONTACT

	Name	Title	Telephone Number	E-Mail Address
1	Mark Jones	General Manager	480-677-5162	mjones@uswaste.c
2				

EXPERIENCE

Provide three (3) organizations for which your firm provided services of similar size and scope within the past 3 years.
Please make sure all information is accurate and easily verifiable.

	Client Company	Contact	Begin Date	End Date
1	State Accounting Office / DEMA	Rob Coleman	2007/12	2017
	Address	**Phone Number**	**Email Address**	
	5636 E. McDowell Rd Phx AZ	602-510-6181	robertocoleman@fmo.azdema.g	
	Services Provided			
	Front Load / Roll Off			
2	ADOT General Operations	Celia Demko	2007/12	2017
	Address	**Phone Number**	**Email Address**	
	1655 W. Jackson Phx AZ	602-712-6442	cdemko@azdot.gov	
	Services Provided			
	Front Load			
3	Cartwright Schools	Dee Jones	2007	
	Address	**Phone Number**	**Email Address**	
	3401 N. 67th Ave Phoenix	623-691-4006	djones@mail.cartwright.k1.az.	
	Services Provided			
	Front Load			

Description: **Statewide Refuse Collection and Removal**

OFFEROR'S PROPOSED SUBCONTRACTOR(S)

The Offeror shall indicate all subcontractors that the Offeror will use to perform any portion of this solicitation's Scope of Work.

- If the Offeror will not subcontract any portion of this solicitation's Scope of Work and will be performing this solicitation's Scope of Work entirely with its own employees, then Offeror shall clearly indicate this by checking **NO** in the section below.
- If any subcontractors will be used, the Offeror shall clearly indicate this by checking **Yes** in the section below and follow the instructions contained in that paragraph for identifying all subcontractors.

☒ **NO,** The above Offeror will not subcontract any portion of performance of any resultant contract under this solicitation.

☐ **YES** The above Offeror will use the subcontractor(s) listed below in performance of any resultant contract under this solicitation.

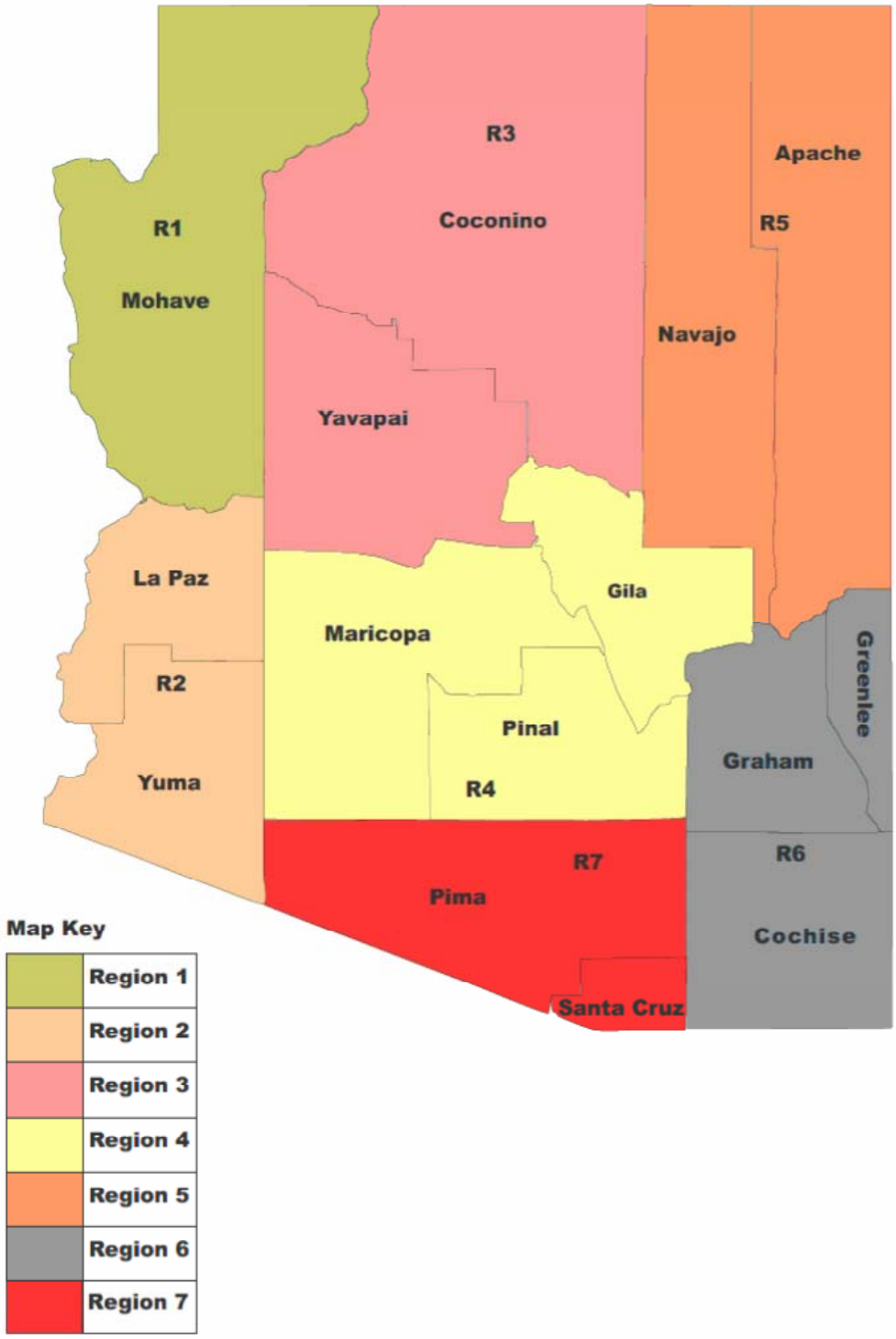
- The Offeror shall list below each subcontractor's name/location, the type of service to be provided, the certifications they possess (copies of all certifications shall be provided as an attachment to the submitted proposal) and the amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of this solicitation's requirements. Additional Pages may be used if necessary.
- The Offeror shall describe the quality assurance measures that the Offeror will use to monitor the subcontractor's performance as part of the response to Questionnaire Item 1.7.
- The State reserves the right to request any additional information deemed necessary about any proposed subcontractors.

Please include all requested information below or attach as separate document

SUBCONTRACTOR INFORMATION

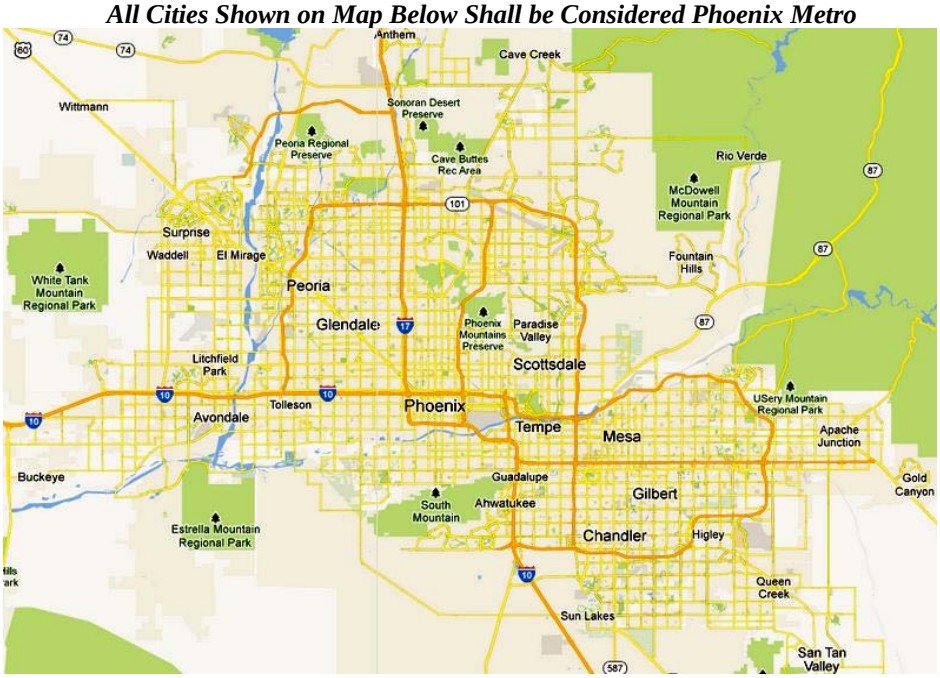
Name/Location	Type of Service	Certifications	%

Region Maps


R1
Mohave
R3
Coconino
Apache
R5
Navajo
Yavapai
La Paz
R2
Yuma
Maricopa
Gila
Pinal
R4
Graham
Greenlee
R6
Cochise
R7
Pima
Santa Cruz
Map Key
Region 1
Region 2
Region 3
Region 4
Region 5
Region 6
Region 7

REGION 8 - Phoenix Metro

All Cities Shown on Map Below Shall be Considered Phoenix Metro



REGION 9 - Tucson Metro

All Cities Shown on Map Below Shall Be Considered Tucson Metro

U.S. Waste Industries, LLC
Awarded Pricing

REGION 8 (Phoenix Metro Area)

Container Type	Size	Monthly Rate Weekly	2 /Week	3 / Week	4 / Week	Daily	On Call / Emergency (Per Pick-up)
Front/Rear End Loader	2 yd	$ 20.00	$ 40.00	$ 60.00	$ 80.00	$ 100.00	$ 35.00
	3 yd	$ 25.00	$ 50.00	$ 75.00	$ 100.00	$ 125.00	$ 35.00
	4 yd	$ 30.00	$ 59.00	$ 88.33	$ 117.77	$ 147.22	$ 35.00
	6 yd	$ 45.00	$ 88.33	$ 132.49	$ 176.66	$ 220.83	$ 40.00
	8 yd	$ 59.00	$ 117.77	$ 176.66	$ 235.55	$ 294.44	$ 40.00

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
U.S. WASTE INDUSTRIES, L.L.C.

[Work Orders]

See following pages (to be attached subsequent to execution).

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - Tightline Systems, Inc. for Special Event Coordination Services

MEETING DATE:
October 15, 2012

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a professional services agreement with Tightline Systems, Inc. d/b/a Goosebump Marketing and Events in the amount not to exceed $42,170 annually and $210,850 over the entire length of the contract for event coordination and management services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On July 3, 2012 the City of Avondale released a Request for Proposal seeking a qualified professional vendor interested in providing services consisting of special event coordination and management services. Vendors were invited to participate in the competitive selection process for the Services outlined in the RFP. Two event management firms submitted proposals. Goosebump was the selected vendor for the services.

DISCUSSION:

This Agreement shall be effective as of the date the agreement is signed and approved by both parties and shall remain in full force and effect until September 30, 2013. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms in writing if it is deemed to be in the best interest of the city and funding is appropriated by the City Council during the annual budget process.

The scope of services shall include all event coordination and management for the following events:

- The Avondale Out and About Series (nine event series)
- The Tres Rios Nature and Earth Festival (two event series)
- The Mayor's Challenge / Boys and Girl's Club Golf Tournament

Goosebump will also recommend and coordinate event sponsorship involvement and provide appropriate recognition of the secured sponsorships.

Goosebump is currently in an agreement with the City of Avondale to perform event management services for the Tale of Two Cities Parade and Festival. However, the event management contracts can not be combined into one contract because the Tale of Two Cities Event was not included in this current bid proposal.

BUDGETARY IMPACT:

The contract amount will not exceed $42,170 annually and $210,850 over the entire length of the contract. Funding for the first year of this agreement has been approved and appropriated through the Parks, Recreation, and Libraries budget; Special Events: 101-8125-00-6181. Funding for subsequent years will be requested for appropriation through the Budget process.

RECOMMENDATION:

Staff recommends that the City Council approve a professional services agreement with Tightline Systems, Inc. d/b/a Goosebump Marketing and Events in the amount not to exceed $42,170 annually and $210,850 over the entire length of the contract for event coordination and management services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- PSA Tightline Systems (Goosebump)

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TIGHTLINE SYSTEMS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of October 15, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Tightline Systems, Inc., an Arizona corporation d/b/a Goosebump Marketing & Events (the "Contractor").

RECITALS

A. The City issued Request for Proposals No. PR 12-069, "Event Planning and Coordination" (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from licensed and qualified vendors for event coordination and management services.

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the coordination and management of the City events (collectively, 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 Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 30, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

3. Compensation. The City shall pay the Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed $42,170.00 for the Services at the rates as set forth in the Proposal, attached hereto as Exhibit B. The maximum aggregate amount for this Agreement shall not exceed $210,850.00.

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

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

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

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

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for,

from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

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

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

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

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

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

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

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

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

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

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

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

11.2 Required Insurance Coverage.

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

B. Vehicle Liability. The Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on the Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed

by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled or 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 Contractor of written notice by the City. Upon termination for convenience, the Contractor 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 Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

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 Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is 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 Contractor 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 Contractor 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 Contractor shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of the Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Contractor meets the requirements of its agreed Scope of

Work as set forth in Section 2 above. The Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The City and the Contractor 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 Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible 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 Contractor.

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, 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 Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Contractor 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 Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of the Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by the Contractor in violation of this provision shall be a breach of this Agreement by the Contractor.

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

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 Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

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 Contractor any amounts The Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts the Contractor 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 a copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire, Esq.
If to the Contractor:	Tightline Systems, Inc. 7744 North 6th Street Phoenix, Arizona 85020 Phone: (602) 418-5771 Attn: Ms. Stacey Lindsay

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 Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers or employees, except as required to perform the Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under this Agreement.

13.17 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.18 below, the Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor 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

the Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.18 below. To the extent necessary for the City to audit Records as set forth in this subsection, the Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to the Contractor pursuant to this Agreement. The Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give The Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

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

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.

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]

"Contractor"

TIGHTLINE SYSTEMS, INC., an Arizona corporation
d/b/a Goosebump Marketing & Events

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012, by _____, as _____ of TIGHTLINE SYSTEMS, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TIGHTLINE SYSTEMS, INC.

[RFPl]

See following pages.

REQUEST FOR PROPOSALS
FOR
EVENT COORDINATION AND MANAGEMENT

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

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**PR 12-069**
Solicitation Title:	**Event Coordination and Management Services**
Release Date:	**July 3, 2012**
Advertisement Dates:	**July 3 and July 10, 2012 – West Valley View** **July 5, 2012 – Arizona Business Gazette**
NON-MANDATORY Pre-Submittal Conference:	**July 12, 2012** **9:00 a.m.** Avondale Civic Center 11465 West Civic Center Drive Avondale, Arizona 85323
Final Date for Inquiries	**July 23, 2012**
Proposal Due Date and Time:	**August 2, 2012** **3:00 p.m.** (local time, Phoenix, Arizona)
Shortlist Announced for Oral Interviews:	**August 16, 2012**
Oral Interviews (if necessary):	**August 23, 2012**
Target City Council Award Date:	**September 10, 2012**
Anticipated Agreement Start Date:	**September 11, 2012**
RFP Administrator:	**Loretta Browning** **lbrowning@avondale.org** **623-333-2029**

* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

** The City of Avondale reserves the right to amend the solicitation schedule as necessary.

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I. RFP PROCESS; AWARD OF AGREEMENT

1. Purpose; Scope of Work. The City of Avondale (the "City") is issuing this Request For Proposals (this "RFP") seeking qualified individuals or firms ("Vendors") interested in providing professional services consisting of special event coordination and management services as described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit C (the "Services"), and incorporated herein by reference. In accordance with the City's Procurement Code, the City will accept sealed proposals ("Proposals") for the Services specified in the Scope of Work in the sample Professional Services Agreement.

2. Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

2.1 Irregular or Non-responsive Proposals. The City shall consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City:

A. Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.

B. Vendor has a past record of failing to fully perform or fulfill contractual obligations.

C. Vendor cannot demonstrate financial stability.

D. Vendor's Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, is intended to mislead the City in its evaluation of the Proposal.

2.2 Submittal Quantities. Interested Vendors must submit **one (1) original** and **four (4) copies (five (5) total submittals)** of the Proposal. In addition, interested parties must submit **one (1) original copy** of the Proposal on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

2.3 Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of **fifteen (15)** pages to address the Proposal criteria (excluding resumes and the Vendor Information Form, but

including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed Project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

2.4 Vendor Responsibilities. All Vendors shall (A) examine the entire RFP, (B) seek clarification of any item or requirement that may not be clear, (C) check all responses for accuracy before submitting a Proposal and (D) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time.

2.5 Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title**, (PR 12-069) Event Coordination and Management Services** on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

2.6 Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.2 in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Services Agreement in Exhibit C. A sample Fee Proposal is attached to the Professional Services Agreement as Exhibit D.

2.7 Address. All Proposals shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP.

2.8 Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

2.9 Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **90** days after the Proposal Due Date and Time indicated on the cover of this RFP.

2.10 Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw

its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

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

4. Inquiries.

4.1 Written/Verbal Inquiries. Any question related to the RFP shall be directed to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFP or submitted verbally (A) at the Pre-Submittal Conference on the date indicated on the cover page of this RFP (if such Pre-Submittal Conference is held) or (B) after the Pre-Submittal Conference but before the Final Date for Inquiries indicated on the cover page of this RFP. In the event the City is closed on the Final Date for Inquiries, the Vendor shall submit the question(s) to the RFP Administrators via e-mail or voicemail. Any inquiries related to this RFP shall refer to the number and title, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the Proposal Due Date and Time.

4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or telephone inquiries directed to City staff **will not be answered**. Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or via e-mail or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the Final Date for Inquiries listed on the cover of this RFP.

5. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if

any action is necessary and may issue a written amendment or addendum to the RFP. Oral statements or instructions will not constitute an amendment or addendum to this RFP. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.

6. Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. The City shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

7. Federal Excise Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

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

9. Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the RFP Administrator of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the RFP Administrator makes a written determination. The RFP Administrator shall review the statement and information and shall determine in writing whether the information shall be withheld. If the RFP Administrator determines to disclose the information, the RFP Administrator shall inform the Vendor in writing of such determination.

10. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (i) be licensed with the Arizona Corporation Commission to do business in Arizona and (ii) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

11. Certification. By submitting a Proposal, the Vendor certifies:

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

11.2 No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

11.3 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special

discount, trip favor or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

11.4 Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

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

11.6 Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

12. Award of Agreement.

12.1 Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

12.2 Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

12.3 Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement(s) will be negotiated by the City with the successful offerors.

12.4 Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

12.5 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (A) waive any immaterial defect or informality, (B) reject any or all Proposals or portions thereof and (C) reissue an RFP.

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

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

II. PROPOSAL FORMAT; SCORING

Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. If necessary, the Selection Committee may conduct oral interviews with at least three (3) of the highest ranked Vendors based upon the Proposal submittal scoring.

Section 1: General Information **10 pts**

A. One page cover letter as described in Section I, 2.3.

B. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this

section for each member. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Proposal.

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

D. Provide a general description of the Vendor that is proposing to provide the Services, including years in business.

E. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five (5) years. Briefly describe the circumstances and the outcome.

F. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcome.

G. Vendor Information Form (may be attached as separate appendix).

Section 2: Experience and Qualifications of the Vendor 25 pts

A. Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size or larger than the City; specifically relating experience with respect to Special Event Coordination and Management. The selected contractor must be licensed to conduct business in the State of Arizona and possess event planning and coordination experience. Provide detailed information demonstrating Vendor's ability to successfully plan, coordinate and manage community-based events. The description must include a listing of events coordinated to include the entity, or entities, involved, type of event, estimated attendance or participation, estimated cost of event, and an indication if sponsorships and contributions were received.

B. Provide a list of <u>at least three (3)</u> organizations of a similar size or similar operation to the City in which work has been performed. This list shall include, at a minimum, the following:

(i) Name of company or organization.
(ii) Contact name.
(iii) Contact address, telephone number and e-mail address.
(iv) Type of services provided.

The above information must be current, as this will be used to verify references. Inability of the City to verify references shall result in the Proposal being considered non-responsive.

Section 3: Key Positions **10 pts**

A. Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed Project Manager.

B. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the City.

C. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

D. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit.

Section 4: Project Approach **30 pts**

Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit C, and its approach to contract management, budget management, fund raising, approach to partnering with other agencies or entities, customer service, quality control, scheduling and staff.

Section 5: Pricing **25 pts**

Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.6 in a separate, sealed envelope enclosed with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit D of the Professional Services Agreement. The Fee Proposal shall list the individual cost for each of the program/event expenses. Vendor shall include all costs to be billed to the Services, including subcontractor fees (No mark-up will be allowed on expenses.).

Total Possible Points for Proposal: **100**

III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor's program approach and to an appraisal of the people who would be directly involved in this Services for this RFP.

Oral Interview

10	General Information
25	Experience and Qualifications of the Vendor
20	Key Positions
45	Proposed Services Provided
100	**Total Possible Points for Oral Interview**

IV. VENDOR INFORMATION FORM

By submitting a Proposal, 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.

VENDOR SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
ADDRESS	TELEPHONE FAX #
CITY STATE ZIP	DATE
WEB SITE: _____	EMAIL ADDRESS: _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED 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?

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

SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF AVONDALE AND

_____

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of ___ _____, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and _____, a(n) _____ (the "Contractor").

RECITALS

A. The City issued Request for Proposals No. PR 12-069, "Event Planning and Coordination" (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from licensed and qualified vendors for event coordination and management services.

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the coordination and management of the city events (collectively, 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 Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 2014 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any

Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed $_____.00 for Services at the rates as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference. The maximum aggregate amount for this Agreement shall not exceed $_____.00.

4. Payments. The City shall pay the Contractor (i) 25% upon execution of the Agreement and (ii) 25% quarterly upon submission and approval of invoices, based upon work performed and completed to date. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

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

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

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

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

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

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

11. Insurance.

11.1 General.

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

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

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

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

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

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

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

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

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All

certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP 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 RFP number and title or reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

11.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this

Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

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

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or 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 Contractor of written notice

by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

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

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

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

13. Miscellaneous.

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

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. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible 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 Contractor.

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 Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and

Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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 Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

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

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 Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

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 Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

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

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

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 254-4878
Attn: Andrew J. McGuire, Esq.

If to Contractor: _____
_____
_____
Facsimile:_____
Attn:_____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and

refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.16 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

13.17 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.18 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor 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 Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.18 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

13.19 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business

operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 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 RFP and the Contractor's Proposal, 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 PAGES]

"**Contractor**"

_____, a(n) _____
sole proprietorship, partnership, limited liability company, corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2012, by _____, as _____ of _____, a(n) _____ corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

(affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[RFP]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[Vendor's Proposal]

See following pages.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[Scope of Work]

See following pages.

SCOPE OF WORK

1. General. The Contractor shall provide event planning and coordination services as required by the Director of Parks, Recreation and Libraries. The Contractor shall work with various City of Avondale Departments and other officials on the coordination and management of the scheduled events as more particularly set forth in Section 4 below for the duration of this Agreement.

2. General Requirements. The Contractor shall manage, coordinate and oversee all phases of developing, planning, producing, enhancing and operating all aspects of the above listed events. These duties include but are not limited to:

1.1 Create and/or update budgets and timelines.

2.2 Coordinate event layouts.

2.3 Order all necessary equipment.

2.4 Secure all vendor needs (security, décor, audio-video, food & beverage, hospitality room etc.).

2.5 Submit all permit requests (Event, Liquor etc.).

2.6 Coordinate with City departments and property managers.

2.7 Solicit and secure sponsorships.

2.8 Coordinate event committee meetings.

2.9 Work with Volunteer Services Coordinator to schedule volunteers.

2.10 Set-up and tear down of all events.

2.11 Assist with other related events.

2.12 Work with multiple departments as it pertains to event needs.

2.13 Perform duties of event coordinator through planning, day of event, and after the event (final event wrap up).

2.14 Coordinate all safety, permitting and crowd management functions.

2.15 Coordinate all staffing needs associated with preparation, coordination and management of the events as required.

3. Personnel Requirements. - The Contractor shall engage and manage staff to provide the Services that are motivated, organized and detailed oriented. The Contractor's staff shall have a high level of verbal and written skills, the ability to multi-task, manage various projects at one time and adhere to all deadlines. Staff with strong computer skills and working knowledge and experience of Microsoft Office applications (Outlook, Word and Excel; PowerPoint) are expected. Ability to learn custom mapping and database programs. positive attitude, ability to work well with others and professional work ethic will be key ingredients for the successful candidate. Schedule must be flexible to be available nights, weekends and holidays as needed. The Contractor shall provide for all transportation and communication requirements for the Contractor's personnel.

4. Event Planning and Schedule. The Contractor shall be responsible for providing the City with complete event plan(s), which detail the events schedule and lists all staff contacts for each event listed below. Each event plan is subject to City review, and is due to City Representative no later than six (6) calendar weeks prior to each event. The following event details are examples of past activities and may be subject to change at the City's discretion.

4.1 Avondale Out and About Series. A series of nine (9) events that include movie nights, concerts, art/cultural events, family play days and an annual City holiday event. The events will take place once per month and each event will be in a different part of the City. The goal of the series is to create a sense of place for the citizens of Avondale and create a regional draw for recreation and leisure activities. This is a new series based on a combination of previous City events. The events will feature a variety of food, activities, entertainment, culture and art, crafts and active participation from the community and the participants. A sample schedule could include:

A. September – Family Leisure Day at Friendship Park

B. October – Resident Appreciation Night on Western Avenue

C. November – Community Block Party on Western Avenue

D. December – Community Holiday Event on Western Avenue

E. January – Concert in the Park at the American Sports Center

F. February – Concert in the park at the American Sports Center

G. March – Concert in the park at the American Sports Center

H. April – Movie Night at City Hall

I. May – Movie Night at City Hall

4.2 Tres Rios Nature and Earth Festival. A series of two events. Both Tres Rios events will complement one another through cross promotion and both events will be held along the confluence of the Gila, Salt and Agua Fria Rivers.

A. Event 1. A two-day outdoor event focused on the rich diversity of wildlife and habitat of the Tres Rios and El Rio drainage area. The annual attendance is estimated at approximately 5,000 attendees. The various activities during the festival included, bird watching, fishing, hiking, arts and crafts, kids' activities, archery, local groups entertainment and fifty-five exhibitors with a focus on the outdoors, environmental accountability and conservation. The activities offered an opportunity to celebrate the heritage, ecology, and wildlife of the Gila, Salt, Agua Fria and El Rio Rivers. The Tres Rios committee consisted of partners from Arizona Game and Fish, City of Avondale, City of Goodyear, Estrella Mountain Regional Park, Luke Air Force Base 56th Fighter Wing, APS, Wildlife for Tomorrow Foundation, Chandler Rod and Gun Club, Audubon Society and Southwest Valley Chamber of Commerce, along with many other individuals throughout the Southwest Valley.

B. Event 2. A one day event that highlights the City and the outdoor opportunities available in the west valley. This is a new event that will feature canoeing, education, fishing, and bird watching. Attendance is anticipated at approximately 1000 participants.

4.3 The City of Avondale Mayor's Challenge. Boys and Girls Club Golf Tournament is an annual one-day tournament/fundraiser for the Tri-City West/Thornwood Branch Boys and Girls Club located at 301 East Western Avenue in Avondale. The City has supported this event for 17 years. This is the major annual fund raiser for the club and is co-hosted by the City of Avondale and the Boys and Girls Club. To date the tournament has raised more than $225,000 to support the services of the club. The Contractor will work with staff from both the City and the Boys and Girls Club on this event.

5. Events Sponsorship. Contractor shall recommend, promote and coordinate events sponsorship involvement and provide appropriate recognition of the secured sponsorships. The Contractor will ensure any sponsorships or donations, secured for any event, are made payable to The City of Avondale.

6. Financial Reporting. Contractor shall provide an events accounting report for all budgetary/sponsorship revenues and expenditures pursuant to generally accepted accounting principles as requested by the City. At a minimum, a final report and all supporting documentation shall be submitted to the City within ten business days after conclusion of the events. Reports shall be submitted electronically either via email or secure server. Reports shall be provided in MS Excel and/or as PDF documents when requested. Other reports may be requested on an as-needed basis. The City reserves the right to request modification to the formats as the need arises.

6. Contractor Responsibilities.

6.1 Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by a Contractor or event planner coordinating and overseeing entertainment and event planning services and currently practicing under similar conditions.

6.2 Contractor represents that it is familiar with the nature and extent of this Agreement, and any conditions that may affect its performance. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is organized and financed to perform the scope of work for the event planning and coordination of the performance entertainment.

6.3 In the event the Contractor is required to make payment or deposit for any service or goods for any event, the Contractor shall provide the City with proper invoices and documentation for review with a request for reimbursement, provided, however, that no reimbursement for expenses shall be made without prior, written permission of the City.

7. City Responsibilities.

7.1 The City will be responsible for providing an up-to-date event listing at the start of each fiscal year or sooner at the discretion of the Parks, Recreation & Libraries Director.

7.2 The City will provide contact information for representatives from the various City departments involved in the event administration.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[Fee Proposal]

See following page(s).

FEE PROPOSAL

Item	Description	Price	Notes
1.	Avondale Out and About Series is a series of nine (9) events		
2.	Tres-Rios Nature and Earth Festival		
3.	The City of Avondale Mayor's Challenge - Boys and Girls Club Golf Tournament		
	Other (Please Specify)		

Authorized Signature: _____ Date:_____

Title:_____

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TIGHTLINE SYSTEMS, INC.

[Vendor's Proposal]

See following pages.

August 1, 2012

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

RE: Proposal for Event Coordination and Management Services
Solicitation Number: PR 12-069

Thank you for the opportunity to submit a proposal. We are delighted to be considered for such a high-quality event program. Goosebump Marketing & Events is a full service event planning and marketing firm. The two primary contacts for this business are Stacey Lindsay and Julie Peterson. Contact information may be found below:

- Stacey Lindsay, 602.418.5771 stacey@gbump.com
- Julie Peterson, 602.460.4472 julie@gbump.com
- Company Website: gbump.com

We have more than 18 years experience producing events of all sizes. Our background includes such events as Fiesta Bowl Block Party, Tempe Festival of the Arts, New Times 10K Race, Planet Hollywood Grand Opening Events and Phoenix New Times Music Showcase Events.

Goosebump Marketing & Events has the background and experience to create, produce, manage and promote special events of all sizes. Fostering a sense of community and greater resident involvement is our goal. We are enthusiastic about this event program! Our experience will help bring Avondale's community events to the next level as we strive to meet /exceed the City of Avondale's goals.

Thank you again for the opportunity. We look forward to hearing from you.

Sincerely,

Stacey Lindsay
Account Services Director

Proposal Response

City of Peoria RFP #P12-0075

The following proposal details the responses to City of Avondale RFP #P12-09 from Goosebump Marketing and Events to provide services to the City of Avondale. Each response is numbered in accordance with the RFP.

Section 1:

B) Tightline Systems, Inc.
DBA: Goosebump Marketing & Events
P.O. Box 47338
Phoenix, AZ 85068
EIN: 86-0808611
Contact: Stacey Lindsay
602-418-5771
Stacey@gbump.com

C) Principal Office:
7744 N. 6th Street
Phoenix, AZ 85020

D) Goosebump Marketing and Events is an event production and marketing firm. We provide event planning/production, sponsorship sales, marketing services and media buying services for our clients. Goosebump Marketing & Events was previously named Swivel Marketing and has been in business for more than seven (7) years. Goosebumps's owner, Stacey Lindsay has more than 15 years experience in producing events in the valley.

E) Goosebump does not have any contract or subcontract that has been terminated within the last five (5) years.

F) Neither Goosebump Marketing & Events, nor its parent company Tightline Systems, Inc. has any claims arising from a contract that resulted in litigation or arbitration within the last five (5) years.

G) See Vendor Information form in Appendix A

Section 2:

Below are examples of events we have produced that are similar to the community events included in this Request for Proposal. Our experience includes a wide variety of event types including culinary events, concerts, fitness events, charity fundraisers and event duck races. Goosebump has additional examples on our web site at www.gbump.com. We are happy to provide more examples upon request.

a. **City of Avondale and Goodyear Tale of Two Cities Centennial Parade and Festival** – This parade and festival was a combined effort between the cities of Avondale and Goodyear. The cities contracted with Goosebump to produce this event, which featured more than 75 parade entries and attracted over 4,000 attendees. Goosebump was responsible for all operational aspects of the event including sponsorship sales, event logistics, booking food vendors and kids' activities, as well as managing all parade entries, live entertainment, volunteers and audio for both the parade and the festival.

b. **American Lung Association of Arizona Climb Phoenix** - Goosebump (while under the former name, Swivel Marketing) was contracted to manage all aspects of the newly created Climb Phoenix event. This is a stair-climbing event that took place in two high-rise buildings in downtown Phoenix culminating with a festival that included live entertainment. Goosebump handled all marketing, sponsorship, and event logistics.

c. **New Times 10K Race** - While at New Times, Stacey Lindsay produced the New Times 10K for 9 consecutive years. A staple event in the Phoenix running community, this was the largest foot race in Arizona at the time. The racecourse went through downtown Phoenix and culminated with a festival featuring a regional act and more than 40 exhibitors. Stacey worked with a race director to manage all aspects of this event. Stacey was specifically responsible for all marketing, public relations, sponsorship sales, festival exhibitors and event layout.

d. **Tempe Festival of the Arts** – While working with Mill Avenue Merchants Association, Stacey Lindsay was part of a 5-person team that managed all aspects of this bi-annual event, which attracted more than 250,000 people at each event. Stacey was primarily responsible for all marketing, sponsorship, volunteers, kids' activities and layout of key areas of the festival. Stacey also assisted with vendor/exhibitor relations, entertainment and the city permit process.

e. **Fiesta Bowl Block Party** – While working with the Mill Avenue Merchants association, Stacey Lindsay produced the annual New Year's Eve event, which attracted more than 150,000

people. She managed marketing efforts, sponsorships, volunteer efforts, and was part of the 5-person team who managed all the operations of the event.

f. **New Times Music Showcase Series** – While working at New Times, Stacey Lindsay was responsible for producing "battle of the bands" type events in 8 cities for 9 consecutive years. These events featured 25 – 40 bands depending on the city. Acts were performed on several stages on one night. The events culminated with a national or regional act. Stacey was responsible for all aspects of these events from start to finish including logistics, sponsorships, talent booking, marketing, securing street closures, liquor permits, etc.

B) References for the above event examples:

a. Avondale and Goodyear Centennial Parade & Festival
Produced by the City of Avondale & Goodyear
City of Goodyear contact: Mary Wilhite
623-261-9031
Mary.Wilhite@goodyearaz.gov
190 N. Litchfield Rd
Goodyear AZ 85338
or
City of Avondale contact: Christopher Reams
623-333-2400
creams@avondale.org
11465 W Civic Center Drive #100
Avondale AZ 85323
Event planning and sponsorship services provided

b. New Times 10K & New Times Music Showcase
Produced by New Times/ Village Voice Media
Contact: Jeff Mars
602-229-8413
Jeff.Mars@villagevoicemedia.com
1201 East Jefferson Street
Phoenix, AZ 85034
Event planning and sponsorship services provided

c. Tempe Arts Festivals & Fiesta Bowl Block Party,
Produced by: Mill Avenue Merchant's Association (organization is no longer in business)
Previous contact: Britt Kimbal
Current phone: 602-770-5057
Current email: brittandra@hotmail.com
Event planning, marketing and sponsorship services provided

d. American Lung Association of Arizona Climb Phoenix
Contact: Stacey Mortenson
602-258-7505
SMortenson@lungarizona.org
Event planning and sponsorship services provided.

Section 3:

A) Key Positions:
Stacey Lindsay, Owner & Account Services Director
Julie Peterson, Sales Director

B) Roles and responsibilities of each key position:
Stacey Lindsay will handle event operations, logistics, entertainment booking and staffing. Stacey will be the primary contact for the City of Avondale.

Julie Peterson will handle sponsorship and vendor/exhibitor sales efforts.

C) Sub Contractors:

a. Other contract employees will be added in support roles on an as- needed basis depending on the scope of work for individual projects. Stacey Lindsay would supervise these individuals. Resumes for all contract employees will be submitted to the City of Avondale for approval prior to being hired.
b. Subcontractors or vendors: Subcontractors and vendors will be used as needed for rentals, audio equipment, security, etc. Quotes will be solicited from a minimum of three companies for each of these services to ensure competitive pricing and the City of Avondale will be allowed to approve any subcontractors or vendors.

D) Key Personnel Resumes: See Appendix B

Section 4:

A) Project Approach:
Goosebump's method of approach to the City of Avondale Events is three-pronged. First our logistical approach for all operations, next our sponsorship sales approach, and finally our creative approach.

Logistical Approach:

1) Meet with any staff previously involved in the specific event(s) in order to establish a smooth transition, identify improvements, review previous budget, event plans and create a working model.
2) Develop a working budget for each event to be approved by the city at a minimum of 6 calendar weeks prior to the event.

3) Develop a timeline for each event to detail specific tasks, and communicate these timelines for approval at a minimum of 6 calendar weeks prior to the event. Then follow the timeline to execute all event-planning activities.
4) Create a vendor/exhibitor hit list that meets the criteria of the event and solicit their involvement.
5) Meet monthly with Avondale staff to review timeline, sponsorship, vendor, exhibitor, entertainment and budget status. Increased to bi-weekly and weekly meetings as the event date approaches.
6) Conduct post-event review meetings and provide reports to include final budget with all expenses.
7) Collect a minimum of three (3) bids for all expenses to ensure the most competitive prices and to keep expenses competitive.

Sponsorship Approach:
Goosebump will go above and beyond to ensure sponsorship success. Our goal is to develop long-term relationships with key decision makers in the community, by meeting with them face-to-face. Our aim is to present the sponsorship as a partnership with the City of Avondale and to encourage sponsoring several events. Through our work with the Goodyear & Avondale Parade and Festival we've established strong relationships with local businesses and organizations, which will facilitate our success in this area.

Most event producers will share their contacts with you and allow you to contact sponsors or they may only make one phone call. They manage logistics only for the day of the event. Goosebump will manage all aspects of the sponsorships.

1) Develop a strategic prospective sponsor list together with City of Avondale and other event contacts.
2) Contact the decision maker and secure as many in-person meetings as possible.
3) Develop a sponsor proposal that would be customized for each sponsor based on his or her category and marketing needs. Present the benefits of collaborating with the City of Avondale long term.
4) Place follow up calls to all contacts on the list.
5) Coordinate with sponsors about acquiring their logo for marketing materials and their event day needs.
6) Introduce key City staff to Sponsor contacts to help the City develop a relationship directly with the Sponsor
7) Conduct follow up meetings with each sponsor and deliver materials summarizing the event and their involvement.

Creative Approach:

1) Look & Feel of the event: It is always our goal to create a good first impression of the event from the attendee's perspective and to make the event unique and memorable. This means:
    a. Explore themes for the event to help add novelty to the décor used at the event. For example, if we had a movie night we could identify the movie and build a theme around the subject of the movie. A Charlie & the Chocolate Factory movie might allow us to bring in candy and chocolate vendors and decorate with large-scale lollipops. A Happy Feet movie might allow us to bring in an ice sculpture, giant snowflakes and an ice cream vendor who uses liquid nitrogen to freeze the ice cream.
    b. Provide a clean consistent look to tents, tables, chairs, etc. using matching colored tents and tablecloths that fit the event theme.
    c. Utilize environmentally friendly decorations or items that can be reused year after year.
    d. Use consistent, easy to read signage. When budget allows look at unique ways to display signage
    e. Provide quality vendors that meet the criteria of the event and represent the best of what Avondale has to offer. Insist on clean friendly staff. Utilize local gourmet food trucks and local restaurants when possible.
    f. Book quality performers and solicit a variety of exhibitors to provide good quality content for attendees to enjoy.
2) Involve the community: The more the community is involved in the event you produce, the better response you receive in attendance and support. Our goal would be to involve as many local businesses as possible in these community events. For the holiday event we are currently planning, we will host a window-decorating contest for the businesses in Old Town and invite them to participate in the event. We are also working with the local cupcake shop (Kreative Kupcakes) to host "Cupcakes with Santa" prior to our event to help boost early attendance. In addition, we are encouraging other Old Town businesses to distribute coupons that would only be offered in the Old Town area to attract business to the area prior to the event.
3) Tres Rios: The Tres Rios event lends itself to some creative concepts. As part of the October event, we feel it would be a great idea to include a dedication ceremony, naming the horse trail the "The Billy Moore Trail" after Avondale's founder. Each year there could be an annual ride in his honor. We also would love to get the Scouts involved. This outdoor event offers the opportunity to earn merit badges. We could encourage campouts by providing a campsite area for the Scouts and anyone else wanting to camp. In addition a campfire type musical act and/or allowing the scout troupes to perform skits could be included. All sponsors, vendors and exhibitors would be encouraged to provide

interactive activities that celebrate the outdoors, environmental accountability, conservation and outdoor fitness.

4) Mayor's Challenge Golf Tournament: There are many golf tournaments in the Valley so the trick is to differentiate your event and make it stand out. One possible approach could be to offer a way for sponsors to support the tournament by adding humor, fun, and uniqueness to the event. One example is a putting or long drive contest where the goal is to hit the ball through an image. The image would surround the targeted hole. The image would be something commonly viewed as bad for the organization so participants are "smashing" it. With this event supporting the Boys & Girls Club it would be clever to incorporate messaging around the course to communicate the programs they provide thereby motiving more giving at the event.

Section 5:

Pricing:

Event Planning Services:

Goosebump Marketing and Events proposes a flat fee structure for event planning services for the following events:

Avondale Out & About Series:	(3 hr. Event)	$2,500 per event
Tres Rios nature & Earth Festival	Event 1 (2-Day)	$9,000
Tres Rios nature & Earth Festival	Event 2 (1-Day)	$4,500
Mayor's Challenge	(1/2-Day)	$3,000

Sponsorship Sales Services:

For sponsorship sale services paid by the City of Avondale we require 15% of all cash and in-kind donations in addition to a flat fee identified in to the chart below:

Event	Flat Fee	Other
Avondale Out & About Series	$500 Total for the series	15% of all Cash & In-Kind Donations
Tres Rios	$500 per event ($1,000 total)	15% of all Cash & In-Kind Donations

Because the Mayor's Challenge is a non-profit event and non-profits are not able to compensate staff on a commission structure we realize there may be some challenges with a compensation structure and propose two options depending on what would work best for the City of Avondale.

Option 1

Similar to the above: Flat fee of $500 and 15% of all cash & in-kind donations.

Option 2
A performance-based compensation approach:

- Flat fee: $1,500
- Bonus of $2,500 based on mutually agreed upon sponsorship goals, goals to be mutually set before execution of the contract.

Other:
In addition, a 3% administrative fee will be charged for any event expenses paid for by Goosebump that are reimbursed by the City of Peoria (Including but not limited to: barricades, event rentals, port-o-lets, security, etc.). This fee does not apply to those event expenses paid directly by the City of Avondale.

Payment Terms:

- All payments due net 30 from submission of invoices
- 50% of Event Planning fee due at the start of event planning services.
- Remaining Event Planning fee due 10 Days following the completion of the event.
- Invoices to be submitted monthly on the 15th of each month for the above mentioned payments.

IV. VENDOR INFORMATION FORM

By submitting a Proposal, 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.

Tightline Systems, Inc., DBA Goosebump Marketing & Events	86-0808611
VENDOR SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER
Stacey A. Lindsay, Owner	
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
P.O. Box 47338	602-418-5771 602-926-8092
ADDRESS	TELEPHONE FAX #
Phoenix AZ 85068	August 1, 2012
CITY STATE ZIP	DATE
WEB SITE: gbump.com	EMAIL ADDRESS: stacey@gbump.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.

Appendix B

Key Personnel Resumes:

Stacey A. Lindsay

Work Experience:
Goosebump Marketing & Events / Swivel Marketing March 2005 – Present (Phoenix, AZ)
Owner / Account Services Director
Manage event and marketing agency specializing in event production and marketing strategy. Agency serves clients such as City of Avondale, City of Goodyear, Eatza Pizza, Arizona Society of Addiction Medicine, Arizona Suicide Prevention Coalition, IBM, KPMG, Association of Alternative Newsweeklies.

Ruxton Media Group – owned by NT Media, Inc. March 2004 – March 2005 (Phoenix, AZ)
Business Development Director
Develop new business platforms for national alternative rep firm specializing in alternative print, event marketing, street marketing, database building and promotional programs. Developed platforms for fast food, liquor, retail, cellular, music retailers, tourism, auto and other industries. Launched weekly concert series program in 10 markets. Created new media kits

NT Media, Inc. – DBA New Times (Phoenix, AZ) June 1996 to March 2005
Promotions and Marketing Director
Oversee 3 departments for chain of 13 Alternative Newsweekly publications to include Marketing & Promotions Department, Web Department and Marketing Design Department. Oversaw all marketing and promotional programs including all events for the chain of newspapers. Managed all budgets, hiring, training and execution of all programs.

Mill Avenue Merchants Association September 1994 – June 1996 (Tempe, AZ)
Marketing Manager
Directed all marketing and public relations for 5 major events a year: Fiesta Bowl Block Party (150,000 attendance), 2 Tempe Arts Festivals (250,000 attendance each), Mill Avenue Masquerade (5,000 attendance) and Flagstaff Festival in the Pines (7,000 attendance). Developed new business pitches, sponsorship programs and creative. Increased revenue by $45,000 in the first year.

Barclay Communications (Phoenix, AZ) September1993 - August 1994
Account Executive

Planned and organized the Planet Hollywood grand opening in Phoenix and Las Vegas. Managed all public relations for the grand opening and all pre-opening celebrity events and press conferences
Coordinated all event logistics, invitations and guest lists. Coordinated over 70 celebrity visits

Stacey Lindsay Resume Page 2 of 2

Education:
Northern Arizona University – BA in Advertising/Communications, Cum Laude
International Events Group – Sponsorship Sales Training

Associations:
International Festivals & Events Association, Member
Arizona Festivals & Events Association, Member
International Events Group, Member
Teen Lifeline – Board Member, Vice President, Event Committee Chair, Chair of the annual fund raising event & Marketing Committee Chair
Cystic Fibrosis, volunteer
Pi Beta Phi Sorority, Founding President NAU Chapter

Julie A. Peterson

Work Experience:

Goosebump Marketing & Events (Phoenix, AZ) March 2011 - Present
Sales Director

- Responsible for all aspects of marketing, solicitation of new business and sales. Assist with managing event production and logistics, sponsorship sales, securing exhibitors, vendors and volunteers and client needs.

Madison Simis Elementary (Phoenix, AZ) April 2007 – April 2011
Board Member

- Served as a board member on the Madison Simis Elementary school PTA for four years, most recently as President. Created & facilitated several fundraisers, community events, business partnerships and hospitality events. Managed budgets, chair people and Executive board. Direct liaison between principal, staff and PTA board.

Out of the Box (Phoenix, AZ) January 2005 – February 2007
Marketing & Sales

- Served as creative assistant at Out of the Box, a promotional product company. Assisted in sales, marketing, fulfillment and creative solutions for businesses.

USA TODAY (Tempe, AZ) April 1989-January 2001
Regional Marketing Manager

- Regional Marketing Manager at USA TODAY, a Gannett Newspaper. Managed a team of 10 people, responsible for a 3 state region to include all marketing, budgeting, training, corporate sales, promotions, sponsorships, events, corporate partnerships and community relations.

Homebuyers Guide & Homes Illustrated
(Phoenix, AZ) March 1983- March 1989
Marketing Sales Representative

- Marketing Sales Representative at two Valley homebuilder publications. Managed sales, marketing, promotions, budgeting and editing and publishing of periodicals

Education

University of Phoenix, BA in Management and Marketing

Associations:

Girl Scouts of America (Cactus Pine Council), Team Leader & Trainer and Troop Leader (4 years)
PTM (Parents and Teachers at Meadows), Fundraising Committee Chairperson (3 years)
NJHS (National Junior Honor Society), Team Leader & Parent Student Liaison
NAWBO, National Association of Women Business Owners, Member
Networking Phoenix, Member
Local First, Member

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TIGHTLINE SYSTEMS, INC.

[Scope of Work]

See following pages.

SCOPE OF WORK

1. General. The Contractor shall provide event planning and coordination services as required by the Director of Parks, Recreation and Libraries. The Contractor shall work with various City of Avondale Departments and other officials on the coordination and management of the scheduled events as more particularly set forth in Section 4 below for the duration of this Agreement.

2. General Requirements. The Contractor shall manage, coordinate and oversee all phases of developing, planning, producing, enhancing and operating all aspects of the above listed events. These duties include but are not limited to:

2.1 Create and/or update budgets and timelines.

2.2 Coordinate event layouts.

2.3 Order all necessary equipment.

2.4 Secure all vendor needs (security, décor, audio-video, food & beverage, hospitality room etc.).

2.5 Submit all permit requests (Event, Liquor etc.).

2.6 Coordinate with City departments and property managers.

2.7 Solicit and secure sponsorships.

2.8 Coordinate event committee meetings.

2.9 Work with Volunteer Services Coordinator to schedule volunteers.

2.10 Set-up and tear down of all events.

2.11 Assist with other related events.

2.12 Work with multiple departments as it pertains to event needs.

2.13 Perform duties of event coordinator through planning, day of event, and after the event (final event wrap up).

2.14 Coordinate all safety, permitting and crowd management functions.

2.15 Coordinate all staffing needs associated with preparation, coordination and management of the events as required.

3. Personnel Requirements. The Contractor shall engage and manage staff to provide the Services that are motivated, organized and detailed oriented. The Contractor's staff shall have a high level of verbal and written skills, the ability to multi-task, manage various projects at one time and adhere to all deadlines. Staff with strong computer skills and working knowledge and experience of Microsoft Office applications (Outlook, Word and Excel; PowerPoint) are expected. The ability to learn custom mapping and database programs, positive attitude, ability to work well with others and professional work ethic will be key ingredients for the successful candidate. Schedule must be flexible to be available nights, weekends and holidays as needed. The Contractor shall provide for all transportation and communication requirements for the Contractor's personnel.

4. Event Planning and Schedule. The Contractor shall be responsible for providing the City with complete event plan(s), which detail the events schedule and lists all staff contacts for each event listed below. Each event plan is subject to City review, and is due to the City Representative no later than six (6) calendar weeks prior to each event. The following event details are examples of past activities and may be subject to change at the City's discretion.

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A. Event 1. A two-day outdoor event focused on the rich diversity of wildlife and habitat of the Tres Rios and El Rio drainage area. The annual attendance is estimated at approximately 5,000 attendees. The various activities during the festival included, bird watching, fishing, hiking, arts and crafts, kids' activities, archery, local groups entertainment and fifty-five exhibitors with a focus on the outdoors, environmental accountability and conservation. The activities offered an opportunity to celebrate the heritage, ecology, and wildlife of the Gila, Salt, Agua Fria and El Rio Rivers. The Tres Rios committee consisted of partners from Arizona Game and Fish, City of Avondale, City of Goodyear, Estrella Mountain Regional Park, Luke Air Force Base 56th Fighter Wing, APS, Wildlife for Tomorrow Foundation, Chandler Rod and Gun Club, Audubon Society and Southwest Valley Chamber of Commerce, along with many other individuals throughout the Southwest Valley.

B. Event 2. A one day event that highlights the City and the outdoor opportunities available in the west valley. This is a new event that will feature canoeing, education, fishing and bird watching. Attendance is anticipated at approximately 1000 participants.

4.3 The City of Avondale Mayor's Challenge. Boys and Girls Club Golf Tournament is an annual one-day tournament/fundraiser for the Tri-City West/Thornwood Branch Boys and Girls Club located at 301 East Western Avenue in Avondale. The City has supported this event for 17 years. This is the major annual fund raiser for the club and is co-hosted by the City of Avondale and the Boys and Girls Club. To date the tournament has raised more than $225,000 to support the services of the club. The Contractor will work with staff from both the City and the Boys and Girls Club on this event.

5. Events Sponsorship. The Contractor shall recommend, promote and coordinate events sponsorship involvement and provide appropriate recognition of the secured sponsorships. The Contractor will ensure any sponsorships or donations, secured for any event, are made payable to The City of Avondale.

6. Financial Reporting. The Contractor shall provide an events accounting report for all budgetary/sponsorship revenues and expenditures pursuant to generally accepted accounting principles as requested by the City. At a minimum, a final report and all supporting documentation shall be submitted to the City within ten business days after conclusion of the events. Reports shall be submitted electronically either via email or secure server. Reports shall be provided in MS Excel and/or as PDF documents when requested. Other reports may be requested on an as-needed basis. The City reserves the right to request modification to the formats as the need arises.

7. The Contractor Responsibilities.

7.1 Services provided by the Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by a contractor or event planner coordinating and overseeing entertainment and event planning services and currently practicing under similar conditions.

7.2 The Contractor represents that it is familiar with the nature and extent of this Agreement, and any conditions that may affect its performance. The Contractor further

represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements and is organized and financed to perform the scope of work for the event planning and coordination of the performance entertainment.

7.3 In the event the Contractor is required to make payment or deposit for any service or goods for any event, the Contractor shall provide the City with proper invoices and documentation for review with a request for reimbursement, provided, however, that no reimbursement for expenses shall be made without prior, written permission of the City.

8. City Responsibilities.

8.1 The City will be responsible for providing an up-to-date event listing at the start of each fiscal year or sooner at the discretion of the Parks, Recreation & Libraries Director.

8.2 The City will provide contact information for representatives from the various City departments involved in the event administration.

CITY COUNCIL REPORT

SUBJECT:
Second Amendment to Purchase Agreement - Crafco, Inc. for Asphalt Crack Sealing Compound

MEETING DATE:
October 15, 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 Second Amendment to the Purchase Agreement with Crafco, Inc. (Crafco) to provide asphalt crack sealing and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Tempe currently has a Contract with Crafco for providing asphalt crack sealing compound. The City of Tempe's contract contains cooperative use language which extends the use of the Contract to other municipalities.

DISCUSSION:

On August 24, 2009, the City of Tempe entered into a Contract with Crafco for the purchase of asphalt crack sealing material. In FY10, the City piggy-backed off of Tempe's Contract with Crafco for the purchase of said materials. On December 5, 2011, Avondale City Council approved Amendment 1 to the Purchase Agreement which allowed staff to purchase additional materials and extend the term of the Agreement through August 2012.

The City's Streets Maintenance Division is in need of purchasing approximately 180,000 pounds of asphalt rubber crack sealant material for the City's upcoming crack sealing and maintenance projects. The Poly Flex IV material manufactured by Crafco is an approved material for crack sealing work on City streets and has been used the past 20 years. The Poly Flex IV is specially formulated to withstand the high temperatures of the Arizona heat, the product does not track on the streets, and does not pick up or get carried into driveways and therefore reduces the amount of complaints the City receives when this work is performed. Poly Flex IV crack seal material is a very stable and durable product that is widely used in Arizona because of its flexibility and resiliency.

Since 2009, the price of the asphalt crack sealing material off of Tempe's Contract has increased from a unit price of $0.3290 per pound to a current unit price of $0.4464 per pound. The rise in cost is due to the cost of inflation, labor, materials and fuel increases. Recently, Arizona Department of Transportation (ADOT) went out to bid for the purchase of asphalt crack sealing material. The bid was awarded to Crafco at a unit price of $0.4478 per pound, slightly higher than Tempe's unit price. Therefore, there are no cost savings to report if the City were to rebid the material.

On August 23, 2012, Tempe renewed their Contract with Crafco through August 23, 2013, with an option to renew for up to two (2) additional one-year periods. Based on staff's history of utilizing this product and the above noted benefits, staff recommends continued use of this material and enhanced pricing. Upon renewal, the terms and conditions of the Contract will remain in full force and effect.

The Second Amendment shall increase the annual compensation to an amount not to exceed $80,000. The Amendment will also extend the term of the Contract through August 23, 2013.

BUDGETARY IMPACT:

Funding in the amount of $80,000 for the purchase of the crack sealing material is available in CIP Streets Fund Line Item 304-1020-00-8420. The City is currently in the third year of the Contract with an option to renew up to two (2) additional one (1) year terms. The estimated usage of this Contract over this year and the remaining two (2) year terms is $240,000, subject to budget approval.

RECOMMENDATION:

Staff recommends that the City Council approve the Second Amendment to the Purchase Agreement with Crafco, Inc. for asphalt crack sealing to increase the amount of the contract by 30,000 for a new maximum annual amount of $80,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Second Amendment to Purchase Agreement - Crafco Inc.

SECOND AMENDMENT
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CRAFCO, INC.

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT (this "Second Amendment") is made as of September 21, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Crafco, Inc., an Arizona corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, the City of Tempe, Arizona, entered into Contract No. T10-006-01, dated August 24, 2009, as amended and extended (collectively, the "Tempe Contract"), for the Vendor to provide asphalt crack sealing compound.

B. The City and the Vendor entered into Purchase Agreement No. 13094C, dated October 7, 2010 (the "Initial Agreement"), for the Vendor to provide asphalt crack sealing compound under the terms and conditions of the Tempe Contract.

C. The Initial Agreement was amended once on December 5, 2011, to purchase additional materials, increase Vendor's compensation, extend the term to August 23, 2012 and provide for a renewal term (the "First Amendment"). The Initial Agreement and the First Amendment are collectively referred to herein as the "Agreement."

D. The City has determined that it is necessary to purchase additional asphalt crack sealing compound ("the Materials").

E. The City and the Vendor desire to enter into this Second Amendment to (i) provide for an increase in the purchase price of the Materials due to an increase in the unit price, (ii) purchase additional Materials and (iii) extend the term of the Agreement.

AGREEMENT

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

1. Term of the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until August 23, 2013, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The City shall increase the compensation to Vendor by $30,000.00, from $50,000.00 to an aggregate amount not to exceed $80,000.00 for the Materials at the unit rates set forth in the Tempe Contract Modification Notice dated June 8, 2012, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference. The maximum aggregate amount for the entire term of this Agreement shall not exceed $335,000.00.

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

4. Non-Default. By executing this Second Amendment, the Vendor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.

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

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

[SIGNATURES ON FOLLOWING PAGES]

"City"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Vendor"

CRAFCO, INC., an Arizona corporation

By: _____

Name: Edward Myers

Title: Territory Manager

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on September 25, 2012, by Edward Myers as Territory Manager of CRAFCO, INC., an Arizona corporation, on behalf of the corporation.

OFFICIAL SEAL
LOIS MEYER
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires May 23, 2015

(affix notary seal here)

_____
Notary Public in and for the State of Arizona

1815958.1

EXHIBIT 1
TO
SECOND AMENDMENT
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CRAFCO, INC.

[Tempe Contract Modification Notice]

See following page.

Contract Modification Notice

Tempe

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

Contract Number: T10-006-01

Issue Date: 06/08/2012

Effective Date: 06/08/2012

Crafco, Inc
Ed Myers
420 N. Roosevelt Avenue
Chandler AZ 85226

Contract Description: Crack Sealing Compound

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

Pricing

Item No.	Item Description	New Unit Price
1.	Crafco Polyflex III	$0.4464
2.	Crafco Polyflex IV	$0.4464

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

Tony Allen, CPPB
Procurement Officer

Michael Greene, CPM
Central Services Administrator

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - Kellogg + Associates - NSP3 Hill Drive Redevelopment Project

MEETING DATE:
October 15, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request to approve an agreement with Kellogg + Associates in an amount not to exceed $120,000 to provide architect of record, engineering and construction management services for the Hill Drive Redevelopment Project.

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. 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 and again on October 1, 2012. The most recent amendment allowed for redevelopment as an activity and reallocated funds among the current activities resulting in $800,000 being allocated toward redevelopment. The purpose of this amendment was to enable the city, through the undertaking of the Hill Drive Redevelopment Project, to meet the required NSP3 expenditure requirements while still meeting the needs of the community and also creating a positive impact in the Historic Avondale Revitalization Area.This agreement will provide for Architect of Record and engineering services for the redevelopment of six housing units as well as construction management and supervision through construction completion.

The Neighborhood and Family Services Department in conjunction with the City's Engineering Department conducted a Request for Proposals process in which proposals were received, evaluated and scored by a selection committee. Overall, the Selected Architectural Firm scored the highest based on qualifications, experience, approach and ability to meet the City's required timeline.

DISCUSSION:

City council approved the amendment to the NSP3 Action Plan on October 1, 2012 which allocated up to $800,000 in Neighborhood Stabilization Program (NSP 3) funds to redevelop three vacant contiguous lots located on the 300 block of East Hill Drive. The purpose of this new development is to provide high quality, well designed housing units to low - middle income residents, incorporating all known sustainability strategies in regards to energy and water efficiency. This project may include passive solar design, active solar design (photovoltaic systems), grey water reuse by passive irrigation, rain water harvesting and water usage reducers. The ultimate goal is to provide high quality housing that is well designed, durable, and affordable to operate and offers a healthier environment for its occupants.

BUDGETARY IMPACT:

NSP3 funds have been budgeted for this contract in an amount not to exceed $120,000.

RECOMMENDATION:

Staff recommends that City Council award a professional services agreement to Kellogg + Associates in an amount not to exceed $120,000 to provide architect of record, engineering and construction management services for the Hill Drive Redevelopment Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Submittal

NEIGHBORHOOD AND FAMILY SERVICES DEPARTMENT

HILL DRIVE HOUSING REDEVELOPMENT PROJECT

October 9, 2012
Statement of Qualifications

KELLOGG ASSOCIATES
ARCHITECTURE | URBAN DESIGN | PLANNING

City Clerk
City of Avondale
11465 West Civic Center Drive Suite 200
Avondale, Arizona 85323

Re: Hill Drive Housing Redevelopment Project
NSF 13-014
Statement of Qualifications

October 9, 2012

Dear City of Avondale

With this Statement of Qualification we ask to be considered as the Architects of the Hill Drive Housing Redevelopment Project. The City of Avondale's ambitious Old Town efforts have already yielded excellent results and we would be honored to be part of the rebirth of Old Town and the Western Avenue District.

Kellogg + Associates, along with SKG Civil Engineering consultants hereby submit our qualifications per the request for qualifications issued by the City of Avondale. With more than 20 years of award winning affordable housing design, we feel we are extremely well qualified to outperform the competition and provide the City with the maximum value in consulting services.

We look forward to hearing from you!

Sincerely,

Kevin Kellogg AIA LEED AP
Architect | Principal in Charge

CITY OF AVONDALE
NEIGHBORHOOD AND FAMILY SERVICES DEPARTMENT
HILL DRIVE HOUSING REDEVELOPMENT PROJECT
NSF 13-014
STATEMENT OF QUALIFICATIONS

October 9, 2012

SECTION 1 GENERAL INFORMATION

PRIME CONTRACTOR:

KELLOGG + ASSOCIATES
architecture | urban design | planning
4200 North Central Avenue
Phoenix, AZ 85012
www.kellogg-associates.com

Kevin Kellogg AIA LEED AP, Principal in Charge
kk@kellogg-associates.com
(707) 291-8342

Trade name certification: Kevin Kellogg & Associates
Registration Date: 9-13-2011
Expiration Date: 9-13-2016
Registration Number: 529145
EIN: 80-0754307
Arizona Architect License: 53882

Named Subcontractors:

Mike Brungard Principal
SKG Enterprises, Inc
Consulting Civil Engineers
9260 East Raintree Drive
Scottsdale AZ 85260
(480) 998 5600

Kellogg+Associates Firm Description
Kellogg + Associates is a design firm practicing architecture, urban design, landscape architecture, sustainability, and urban planning. Over the past 20 years, we have focused on helping our clients develop successful community based projects such as affordable housing, urban infill, transit oriented development, mixed-use, community health centers and master plans for neighborhoods, downtowns and campuses. Our staff of 4 principals licensed in Architecture and Landscape Architecture is supported by long term contract employees. Our work seeks a balance between economic, social and environmental goals. Our clients are non-profit organizations, government and private sector companies. Working from our offices in Phoenix, AZ and Emeryville, CA we see a broad and diverse set of project types and approaches.

Many of our projects serve a public interest. As well as design, procurement and construction phase administration, we have particular expertise in developing strategies for community and stakeholder engagement. Our mission is to support the objectives of our clients, while creating projects that transform and improve neighborhoods.

SECTION 2 CONSULTANT'S RELEVANT GOVERNMENT EXPERIENCE AND QUALIFICATIONS
Kevin Kellogg has been working in the affordable housing industry in Arizona since 1992 (20 years). He has completed projects for Chicanos Por La Causa, the Town of Guadalupe, Phoenix Revitalization Corporation (PRC), Habitat for Humanity and other housing proponents. South Ranch II, a 196 unit self help ownership project in south Phoenix, received a Valley Forward award and is part of a permanent exhibit on affordable housing in the National Building Museum in Washington, DC. Other notable Arizona Affordable Housing projects include Sahara Luna Apartments in Phoenix, winner of a ADOH Housing Trust Fund Award, and Barrio Santa Rosa winner of a Pima County Historical Society Award for best new housing in an historic area.

In addition to this experience, Kevin Kellogg has completed projects for other public entities including the Maryvale Core Urban Design Plan for the City of Phoenix, and projects for School Districts, Charter Schools, Counties and Cities in Northern California.

To date he has planned, designed or built over 1000 units of affordable housing.

Kellogg + Associates has been fortunate to work with numerous excellent organizations and housing advocates in the development of affordable housing, including the following:

Community Development Partners
Pete Chalupsky
President
2424 E. Broadway Blvd. Suite 200
Tucson, AZ 85719
Tel: (520) 795-6222

Habitat for Humanity / Stardust Foundation
Jerry Bisgrove
6730 N. Scottsdale Rd., Suite 230
Scottsdale, AZ 85253
Tel: (480) 607-5800

Burbank Housing Development Corporation
John Lowry
Executive Director
790 Sonoma Avenue
Santa Rosa, CA 95404
Tel: (707) 526-9782

Kellogg + Associates has never had a contract terminated and to date has no claims or litigation history.

SECTION 3 STAFF CAPABILITIES AND QUALIFICATIONS

Please see the résumés included in the appendix for qualifications of each design team member.

Kevin Kellogg AIA LEED AP; Architect & Planner, Principal in Charge
Kevin Kellogg will lead the architectural and landscape design and be the primary client contact person. He will be present for construction meetings and will manage project communication.

Charles Travis RA Technical Architect
Charles will lead the production of the construction documents and specifications and provide design expertise in code review, mechanical, electrical, and plumbing aspects of the design. He will support field aspects of the construction administration of the project.

Beth Farley RA Design Architect
Beth Farley will support the site planning, design and design development of the project. She will support RFI and submittal aspects of the construction administration of the project.

Mike Brungard Civil Engineer
Mike will oversee the Surveying, Civil Engineering and Subdivision approvals for the project.

The design team will meet regularly to plan and execute the work. Kellogg + Associates believe in clear expectations and open two way communication between all project team members in order to execute the work efficiently and to minimize risk to the owner.

SECTION 4 PROJECT UNDERSTANDING AND APPROACH

We understand our responsibilities are to: develop preliminary sketches for City review and approval; develop full plans and specifications for City approval; meet with development services for plan review and assist the City in reviewing the submittals responding to the plans from general contractor bidders who have bid on construction of the Project. During construction, we will perform construction observation to support adherence to the design specifications. We will review and approve periodic payments to the general contractor for reimbursement by the City in connection with the design specifications and submit monthly payment requests to the City. We will request certificate of occupancy and perform final punch lists and approval of construction work.

We will work diligently and collaboratively with the City to assist the City in it's responsibilities for the project including meeting to further develop design scope and reaffirm housing unit count and continuing to meet with the City until design is completed.

We take a deliberate and traditional approach to the design-build-bid process, with the exception that our approach features a cooperative working relationship and open and transparent communication with the Owner and Contractor. We play by the book, with the goal of protecting the City from future risk and liability.

We work diligently to provide careful and consistent checking and double checking of industry standards and specifications, and back it up in the field to support quality construction by the contractor. Complete and clear construction documents, open communication and careful planning and projecting of the scheduled tasks and processes mitigates risk of disputes, but should any disputes arise, we facilitate fair decisions while keeping the project schedule and budget on track.

SECTION 5: LICENSES; GOVERNMENTAL REFERENCES

Licenses:
Kevin Kellogg State of Arizona Licensed Architect 53882
Charles Travis State of Arizona Licensed Architect 22323

Local References:

Jacob Zonn
City of Phoenix
Planning & Development Department
200 W Washington St. 2nd Floor
Phoenix, AZ 85003
Tel: (602) 262-7811

Essen Otu
Mountain Park Health Center
2702 N. 3rd Street, #4020
Phoenix, AZ 85004
Tel: (602) 323-3344

Pete Chalupsky
Community Development Partners
2424 E. Broadway Blvd. Suite 200
Tucson, AZ 85719
Tel: (520) 795-6222

IV. CONSULTANT INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Consultant 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.

KELLOGG + ASSOCIATES	80-0754307
CONSULTANT SUBMITTING SOQ	FEDERAL TAX ID NUMBER
KEVIN KELLOGG PRINCIPAL ARCHITECT	
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
4200 N CENTRAL AVE	707-291-8342
ADDRESS	TELEPHONE FAX #
PHOENIX AZ 85012	OCTOBER 9 2012
CITY STATE ZIP	DATE
WEB SITE: WWW.KELLOGG-ASSOCIATES.COM	E-MAIL ADDRESS: KK@KELLOGG-ASSOCIATES.COM

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

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

Has the Consultant been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

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

KELLOGG + ASSOCIATES FIRM PROFILE

Kellogg + Associates is a design firm practicing architecture, urban design, landscape architecture, sustainability, and urban planning. Over the past 20 years, we have focused on helping our clients develop successful community based projects such as affordable housing, urban infill, transit oriented development, mixed-use, community health centers and master plans for neighborhoods, downtowns and campuses. Our staff of 4 principals licensed in Architecture and Landscape Architecture is supported by long term contract employees. Our work seeks a balance between economic, social and environmental goals. Our clients are non-profit organizations, government and private sector companies. Working from our offices in Phoenix, AZ and Emeryville, CA we see a broad and diverse set of project types and approaches.

Many of our projects serve a public interest, and we have particular expertise in the Site Planning and Entitlement phases of projects, as well as developing strategies for community and stakeholder engagement. Our mission is to support the objectives of our clients, while creating projects that transform and improve neighborhoods.

HOUSING PROJECT DESCRIPTIONS

Project: 905 N. 1st Street
Location: Phoenix, AZ
Client: Urban Sol Development

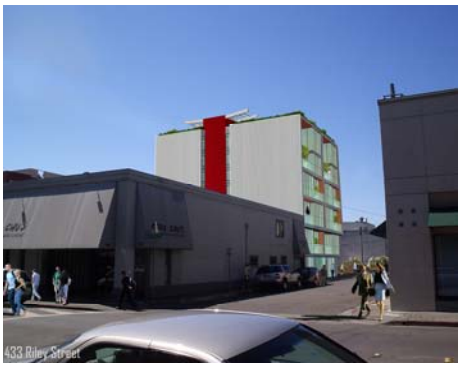
Description: 905 N. First Street is a 5-Story, 27,000 SF mixed-use proposal comprised of 24 loft apartments, retail and amenity areas and parking. The site is a corner lot located a key pedestrian street in downtown Phoenix, AZ. The design includes ground floor retail and common areas including a garden plots, bicycle storage and repair shop and outdoor terraces. The site models best practices of urban storm water management, TOD parking ratios, green building, local materials and prefabrication. Retail spaces are designed to be occupied by independent businesses that provide amenities and local economic development.

Project: 500 3rd Street
Location: Santa Rosa, CA
Client: HSG Trust

Description: 500 Third Street is a 10-Story, 123,000 SF mixed-use proposal comprised of 56 loft apartments, retail and amenity areas and parking. The site is a corner lot located at the key gateway to downtown Santa Rosa, CA. The design includes ground floor retail and common areas including a splash pool, fitness center, business center and outdoor terraces. Residential units on floors five to ten are organized around a 6-story glass roofed open-air atrium. This site was one of 7 downtown Santa Rosa sites for which Kellogg + Associates designed infill projects. The design was a collaboration between Kellogg + Associates and environmental sculptor Ned Kahn.

Project: 433 Riley Street - *Award Winning*
Location: Santa Rosa, CA
Client: HSG Trust

Description: This award winning urban infill project was proposed for the site of a former parking garage in downtown Santa Rosa. The first of several mixed-use buildings proposed for the downtown, this proposed 5-story green building included luxury residential with limited on-site parking. HSG Trust was determined to enliven and rejuvenate the downtown district of Santa Rosa by creating a series of urban mixed-use buildings. This site was one of 7 downtown sites for which Kellogg + Associates designed infill projects. The unbuilt design received a 2006 AIA Chapter Citation Award.



Project: 415 Davis Street
Location: Santa Rosa, CA
Client: HSG Trust

Description: 415 Davis Street is a residential live-work proposal in the Historic Railroad Square District in Santa Rosa, CA. Kellogg + Associates lead the Design Team for the 12,000 SF, 3-story residential infill and live-work project. The proposed project includes 8 residential units with commercial and live-work storefront. The development was designed to contribute to economic vitality and excitement in line with the desired objectives of the Railroad Square Plan. The site is walking distance from proposed commuter Rail Station. This site was one of 7 downtown sites for which Kellogg + Associates designed infill projects.

HOUSING PROJECT DESCRIPTIONS

Project: Springs Village - *Compact Development Endorsement*
Location: Sonoma Valley, CA
Client: Burbank Housing Development Corp.

Springs Village is an 80-unit affordable housing development in historic Sonoma Valley. Community participation and focus groups with future residents resulted in architecture that reflected the needs of the community and its local traditions. Sustainability strategies include renewal of the adjacent creek habitat, utilizing innovative storm water system and off-site development which included a traffic circle, street crossings and new sidewalks. The mixed income housing included a 4000 SF community center. The project is home to residents earning between 30%-60% of the County's median income and includes a set aside for farm workers.

Project: Larkfield Oaks
Location: Sonoma County, CA
Client: Burbank Housing Development Corp.

Larkfield Oaks is a 56-unit affordable housing development near Santa Rosa. The site plan was conceived as a village to encourage a sense of community and place. All parking is at the perimeter allowing for buildings to be located in an environment that is exclusively pedestrian. Units have front porches large enough for outdoor furniture and plants and provide a semi-private transition between the public spaces and individual units. A portion of the units were rented to agricultural workers and individuals with special needs. Site lighting and common areas including the office, meeting rooms,

Project: Colgan Meadows - *Award Winning*
Location: Santa Rosa, CA
Client: Burbank Housing Development Corp.

Colgan Meadows is an 84-unit affordable housing development in Santa Rosa. The project is organized around a central green with a hierarchy of paseos linking a series of individualized plazas. The development includes a community center with community rooms, offices, kitchen and laundry facility and children's play areas. Photovoltaic panels power the common areas. The high density site required carefully designed rain gardens, bio-swales and bio retention to filer storm water running onto adjacent Colgan Creek. A partnership with the City resulted in a density swap and subdivision of a portion of the site to create a public park.

Project: 501 South Main Street
Location: Sebastopol, CA
Client: Nordby Development

This 10-unit urban development was built on a site formerly occupied by a gas station. The mixed income housing includes single family and live-work units on an urban infill lot. The site was rezoned, underground tanks were removed and soil contamination was remediated. The development was the first to be approved under Sebastopol's Green Building ordinance. Homeowners can easily walk to Downtown Sebastopol and the surrounding neighborhoods for transit, employment, shopping, entertainment, culture and education. Internally financed housing subsidies provide for long term affordability for 2 of the 10 units.

HOUSING PROJECT DESCRIPTIONS

Project: Jay's Place - *Award Winning*
Location: Santa Rosa, CA
Client: Burbank Housing Development Corp.

Jay's Place is a 41-unit affordable housing project located in Santa Rosa, CA. The project was designed to blend with the surrounding new community of Northpoint Village, and integrates into the larger pedestrian circulation system. Mature trees, including Valley Oaks, were preserved and serve to shade play areas for children. The project is comprised of 18 homes per-acre, a 1600 SF community center and a building mix of 2-story duplexes and triplex townhomes and accessible flats. The unit mix encourages a diverse population from singles to large families. The project received a 2002 citation award from the AIA Redwood Empire Chapter.

Project: South Ranch Community - *Award Winning*
Location: Phoenix, AZ
Client: Habitat For Humanity

South Ranch is a 196-unit affordable residential community in Phoenix, Arizona, developed by Habitat for Humanity. South Ranch was created with extensive outreach to the local community, future residents and government agencies. The development features owner-built residences, a 2-acre park, management offices and youth and after-school facilities. The project has received numerous awards and has been covered widely in the news and media. South Ranch was completed in 1995 and has become a model of success for development of sustainable and affordable home ownership. The

Project: Barrio Santa Rosa - *Award Winning*
Location: Tucson, AZ
Client: Chicanos Por La Causa, Inc

Barrio Santa Rosa is located in the Barrio Historico district of Tucson, Arizona and is a culturally sensitive housing and neighborhood revitalization project. The 7-unit single family residential infill subdivision was created with extensive local community participation, research of traditional housing and neighborhood concepts, marketing outreach, and traditional urban design concepts. Collaboration with community leaders, city officials, neighborhood residents and local interest groups aided in the creation of this culturally sensitive housing prototype for low income families. The project was built with owner participation and 14" thick, energy efficient "Scoria" walls.

Project: Sahara Luna - *Award Winning*
Location: Phoenix, AZ
Client: Sahara Luna LP

Sahara Luna is a 56-unit renovation/new construction affordable development located in Phoenix, AZ. The Site adjacent to a multi-cultural school had been home to drug deals and illegal dumping. The project included a rehabilitation of existing dilapidated apartment structures, along with the construction of new townhomes. The project is comprised of 2 and 3 bedroom townhomes with a variety of floor plan options, onsite laundry facilities and community, fitness and business centers. Sahara Luna focuses on community and encourages social interaction. Amenities include BBQ/picnic area, out-

HOUSING PROJECT DESCRIPTIONS

Project: Fife Creek Commons
Location: Guerneville, CA
Client: Burbank Housing Development Corp.

This is a high density 48-unit affordable housing development located in Guerneville, CA. The project focuses on community and encourages social interaction, while giving residents a sense of individuality. Individual units have their own entryways and front porches which residents are encouraged to personalize. The site is located in the floodplain of the Russian River. A precast concrete podium structure built over resident parking is proposed for the project in order to locate all occupied space above the 100-year base flood elevation. The Podium is to developed as a landscaped plaza. The rooflines are oriented to maximize natural light and a photovoltaic array.

Project: Lantana Place
Location: Santa Rosa, CA
Client: Burbank Housing Development Corp.

Lantana Place is a 96-unit affordable housing project in Santa Rosa. The 3-story apartment buildings far exceed Green Point scoring requirements. The project includes a mixed use community building with management offices, common rooms, kitchen, laundry and 7 apartments. The unit mix encourages a diverse population from singles to large families. Site lighting and common areas are powered by a photovoltaic array. The project will provide an on-site transit stop. A public pedestrian path across the long parcel allows pedestrian access to a nearby creek and connects a series of separate residential developments.

Project: Crossroads
Location: Sonoma County, CA
Client: Burbank Housing Development Corp.

Crossroads is a 96-unit affordable housing project located in Sonoma County, CA. The affordable housing project is comprised of a building mix of 3-story apartments and townhomes, and a two story multi-use building. The unit mix has been planned to encourage a diverse population from singles to large families offering studios and 1-4 bedroom options. The project is conceived around a series of 4 main courtyards surrounded by buildings which create blocks similar in size to the surrounding neighborhood. Contemporary architecture breaks the mold of "everyday" housing, creating an upscale image in a transitional area.

Project: Las Palmas
Location: Sonoma County, CA
Client: New Pueblo LLC

Las Palmas is a 52-unit systems-built, prefab, green-certified solar home development. The proposed project includes shared community open space for residents and the adjacent charter school, trail facilities, as well as a route-segment of a regional bike path. The Las Palmas proposal provides a mix of housing affordable to a diverse cross-section of low to middle income owner-occupant homebuyers. New Pueblo believes that diversity is a key to a community's strength and fullness, and proposes entry-level housing designed for small and large households, accommodating various age groups, lifestyles and needs. Construction is slated to begin in late 2009.

HOUSING PROJECT DESCRIPTIONS

Project: Canyon Run Hills
Location: Healdsburg, CA
Client: Sass Development

Kellogg + Associates collaboration with Landscape Architecture Firm Quadriga to plan and design this environmentally sensitive hillside development comprised of 10 single family homes, including 1 inclusionary lot. Close to 60% of the site is inhabited by the California Oak Woodland. Each house on the 8.25 acre site has been positioned carefully to preserve mature trees, natural outcroppings, a meadow, pond and creek. Access to adjacent public open space by wildlife and neighbors will be provided by a network of paths and dedicated easements.

Project: Meadows at Fountaingrove
Location: Santa Rosa, CA
Client: Billa Enterprises

The Meadows at Fountaingrove is an upscale apartment community located on a 4.13 acre wooded hillside site in northern Santa Rosa. The 70-unit project offers a wide variety of floor plans, consisting of 5 three-bedroom apartments, 42 two-bedroom apartments and 23 one-bedroom apartments. Each unit has many energy efficient features, an individual garage and private patio with picturesque views of the valley, hillside or creek. The project offers tenants exclusive pathways leading to nearby dedicated open space, community center, fitness center, business center, terrace and pool.

Project: 885 Gravenstein
Location: Sebastopol, CA
Client: Nordby Development

This proposed project includes residential and retail development with a focus on green, affordable and pedestrian friendly living. Accessible to a regional bike path, shopping, schools and employment, the development was intended to revitalize a decaying pocket of an established corridor. The project is comprised of 24 single family townhomes and 12,000 SF retail/mixed-use on a 1.5 acre site. The mixed income housing includes 24 single family and 12 rental apartments on an infill lot. Internally financed housing subsidies were proposed for long term affordability for 7 of the 36 units.

KEVIN KELLOGG AIA NCARB LEED AP

Astute architect and urban designer, planner, and leader in sustainable urbanism. Award winning architect and urban designer with a diverse range of project experience focused on sustainable urban development, including affordable housing, transit oriented development, public space, adaptive reuse, community health care, multifamily housing, infill, redevelopment. Experienced in project collaboration, policy development and civic engagement. Active in national organizations and regular contributor at conferences and symposia. Passionate about cities, the environment, design and the transformative power of art. Natural teacher and mentor with special aptitude for effectively communicating with colleagues, public and private agencies, elected officials, business community and the general public.

PROFESSIONAL HISTORY

The Design School / Arizona State University
Visiting Assistant Professor (Urban Design & Landscape Architecture) 2011-

ASU Stardust Center for Sustainable Communities 2010-2011
Urban Laureate

Kellogg + Associates, Emeryville - Phoenix
Architecture | Urban Design | Planning 2002-
Principal / architecture and urban design firm

AXIA Architects, Santa Rosa, CA 1998-2002
President / regional architecture and planning firm

BSB Architects and Planners, Inc., Sacramento 1997-98
Design Architect / national design and land planning firm

Arizona State University School of Architecture 1991-97
Faculty Associate

VERDE Group, Phoenix, AZ 1991-98
Principal / planning and design firm

Antoine Predock, Architect FAIA, Albuquerque, NM 1985-86
Apprentice / Designer / international architectural design firm

LICENSING AND AFFILIATION

Licensed Architect, State of California C22411	1991
Licensed Architect, State of Arizona 53882	
NCARB Certified	
LEED AP Certified	2008
Member, American Institute of Architects	1998
Member, American Planning Association	2010
Member, Urban Land Institute	2010
Member, US Green Building Council	2002

EDUCATION

Harvard University, Graduate School of Design 1990
Master of Architecture in Urban Design
Arizona State University College of Architecture 1984
Bachelor of Architecture

DESIGN AWARDS & RECOGNITION

2010 Urban Laureate, Arizona State University
2009 Greenbelt Alliance Compact Development Endorsement Fife Creek, Guernville, CA
2009 AIA Citizen Architect
2008 Best Housing Project, North Bay Business Journal, Colgan Meadows, Santa Rosa, CA
2007 Santa Rosa Courthouse Square Design Competition - Finalist
2006 Arizona Housing Trust Fund Awards, Sahara Luna, Phoenix, AZ.
2006 AIA Chapter Citation Award, 433 Riley Street, Santa Rosa, CA.
2006 National Building Museum, Washington DC
Affordable Housing: Designing an American Asset –South Ranch, Phoenix, AZ
2005 Greenbelt Alliance Compact Development Endorsement Las Palmas, Sonoma, CA
2004 Museum of Contemporary Art Design Competition, Santa Rosa, CA, Finalist
2002 AIA Chapter Citation Award, Jay's Place, Santa Rosa, CA
2001 Greenbelt Alliance Compact Development Endorsement Springs Village, Sonoma, CA
1996 Valley Forward Environmental Excellence Award, South Ranch, Phoenix, AZ
1995 Pima County, AZ Historical Society, Barrio Santa Rosa, Tucson AZ.

PRESENTER, PRINCIPAL INVESTIGATOR OR ORGANIZER

Revitalizing Houston Neighborhoods, LISC, Presenter, Houston, TX 2012
Latino Urbanism, Phoenix Urban Research Lab 2011, Presenter, Phoenix, AZ
Urban Land Institute, National Conference 2011, Presenter, Phoenix, AZ
RailVolution 2010, presenter, Portland, OR
Living Cities TOD Working Group, featured speaker, New York, NY 2010
ConnectingPhoenix.com, TOD video and web portal, PI, Phoenix, AZ 2010
Livable Phoenix, PI, Phoenix, AZ 2010
Mayor's Institute on City Design West, Faculty, Phoenix, AZ 2010
ULI Rose Fellowship, Technical Assistance Program, local presenter, Phoenix, AZ 2010
SMART Ideas Urban Design Competition and Charrette, organizing committee, Santa Rosa CA
West End Creative Salon Series, featured speaker, Santa Rosa, CA
ACD/AIA Innovation and Collaboration in Housing Affordability, Presenter, Phoenix, AZ
Mayor's Institute on City Design, presenter, Santa Rosa, CA
APA National Conference, mobile workshop presenter, San Francisco, CA
Salon: The City as Metaphor, Sonoma Museum of Visual Arts, featured speaker, Santa Rosa
Artforum 2000: Entries and Identities, Palo Alto Arts Commission
Housing Our Workforce, City of Santa Rosa/Sonoma County Manufacturers Group
Design for Growth, Public Workshop and Conference, Santa Rosa, CA
Smart Growth Santa Rosa, Greenbelt Alliance / Urban Ecology
Mayor's Institute on City Design West, Menlo Park, CA
APA National Conference, presenter, Seattle, WA
CityVision Santa Rosa, founding board member
Community Housing Design: A Workbook for Practitioners, PI, Phoenix, AZ
Barrio Santa Rosa Neighborhood Revitalization Program, Tucson AZ
Guadalupe Arizona: A Community in Search of its Future

PRESS

Journal Articles

Dulin, Michael, 2007, 'Focus on the Center: Santa Rosa's Courthouse Square Design Competition', Competitions Magazine Winter 2007/2008

Coursey, Chris 2006, 'The Architect: a moment with Kevin Kellogg', Santa Rosa Magazine, Spring, p.18.

Brown, Bay 2005, 'Gould Evans Associates and Kellogg Architects/Riley Street Condominiums', Architecture, May, p. 39.

Charlie Travis Resume

PROFESSIONAL HISTORY

Kellogg + Associates Phoenix AZ 2002-
Associate Principal

Graber Travis Architects, Inc, Phoenix AZ 1993-
President

CCM3 Architects, LTD. Phoenix AZ 1990-1993
Project Architect and Director of Design

HNC, Inc. Phoenix AZ 1984-1990
Project Architect

Porter, Pang, Baldinger Architects. Tempe AZ 1980-1984
Project Architect

Dennis Roby & Associates Consulting Engineers-Decatur, IL 1979-1980
Structural, Civil, Mechanical Engineers

LICENSING AND AFFILIATION

Licensed Architect, State of Arizona 22323 1988-

Member-International Code Council 1988-

EDUCATION

Arizona State University College of Architecture 1984
Bachelor of Architecture

Southern Illinois University 1977
Associates in Architecture Technologies

PROJECT LIST (partial):

RESIDENTIAL

Fife Creek Commons
Sahara Luna
Larkfield Oaks
Springs Village
501 South Main
Hubert four-plex
Horace Steele Commons
Eaton Residence
Rector Estate
Barker residence

Webb Residence
Equestrian Estates Flagstaff Riding Club
Nelson Residence
Miller Residence

Beth Farley Resume

PROFESSIONAL HISTORY

Kellogg + Associates Architecture • Urban Design, Santa Rosa, CA **2002-**

Principal / architecture and urban design practice

Beth Farley Design, Sebastopol, CA **1999-2002**

Principal / Designer, residential architecture

Beth Farley / Kevin Kellogg, Martha's Vineyard, MA **1988-1990**

Principal / Design-Build Practice

MacNelly Cohen Architects, Martha's Vineyard, MA **1986-88**

Designer / Project Manager, Residential Projects

Antoine Predock, Architect FAIA, Albuquerque, NM **1985-86**

Apprentice / Designer / international architectural design firm

LICENSING

Licensed Architect, State of California C22411 1991

EDUCATION

Arizona State University College of Architecture **1984**
Bachelor of Architecture

PROJECT LIST:

RESIDENTIAL

AFFORDABLE HOUSING

Fife Creek Commons - Guerneville, CA
Las Palmas Mixed Income – Sonoma, CA
Colgan Meadows – Santa Rosa, CA
Lantana Place – Santa Rosa, CA
Crossroads – Santa Rosa, CA
Sahara Luna Apartments – Phoenix, AZ
Larkfield Oaks – Sonoma County, CA
Springs Village – Sonoma, CA

URBAN INFILL / MIXED USE

Urban Sol – Phoenix, AZ
500 Third Street – Santa Rosa, CA
433 Riley Street – Santa Rosa, CA
501 South Main Street – Sebastopol, CA
415 Davis Street – Santa Rosa, CA
885 Gravenstein – Sebastopol, CA

SKG Enterprises, Inc.
9260 E. Raintree Dr.
Suite 140
Scottsdale, AZ 85260

Ph) 480.998.5600
Fax) 480.998-5603

www.skgaz.com
info@skgaz.com

SKG Enterprises, Inc.

Brief Business Profile

SKG Enterprises, Inc. is a consulting Civil Engineering firm located in Scottsdale, Arizona with engineering and design expertise in the fields of residential, commercial, office, and industrial design projects.

Our residential and commercial project designs expertise span flat terrain land onto hillside terrain lands, with slope rates greater than 35%, as well as small one-half acre sites in size on up to master planned communities in excess of 2,000 acres in land size.

Our physical location is: 9260 East Raintree Drive, Suite 140
Scottsdale, Arizona, 85260
(480) 998-5600; Fax (480) 998-5603

Some selected projects that were completed by our firm and its staff, include:

RESIDENTIAL DEVELOPMENT

Wickenburg Ranch 2,160-acres master planned Community in Yavapai County west of Town of Wickenburg for M3 Companies. Project entailed engineering and design of 2,324 residential units, golf-course, equestrian facility, clubhouse, lift station, wastewater treatment plant, water reservoir, and all needed grading and infrastructure. Reviewing agencies were: Yavapai County, Town of Wickenburg, and the Arizona Department of Transportation.

Prescott Lakes 175-acres of 391 residential units development in Prescott, AZ for SunCor Development. Project entailed engineering and design of residential units fronting major washes and golf-course. Hillside development of slope rates of 2% up to 25%. Reviewing agencies were: Yavapai County and City of Prescott.

Anthem Units 22, 24, and 26 residential developments in Anthem, Arizona for Del Webb, Anthem (Hillside

development – terrain is generally greater than 15%). Paving, water, sewer, grading designs. Reviewing agencies were: Maricopa County Flood Control District, MC Planning, McDOT, Citizen Utilities, and MCESD.

CrestView

300 acres residential development in Fountain Hills for MCO Properties (Hillside development – slopes > 15%). Complete custom lot subdivision design. Reviewing agencies are: Maricopa County Flood Control District, MC Planning, McDOT, Chaparral City Water Company, Fountain Hills Sanitary District, Town of Fountain Hills, MCESD, and City of Scottsdale.

Grayhawk

Master planned community in Scottsdale for Grayhawk Development. Involved in the (2) 18-hole gold courses, residential subdivisions, and major roadway and infrastructures designs along Thompson Peak parkway, Hayden Road, and 76th Street.

Hidden Hills of Scottsdale

280 acres residential development in Scottsdale for SunCor Development (Hillside & Environmentally Sensitive Land Ordinance ESLO development guidelines with steep terrains). Reviewing agencies included City of Scottsdale, Town of Fountain Hills, Chaparral City Water Company, and various utility agencies.

Silva Mountain

600 residential units in Phoenix Jurisdictional limit, for Cornerstone Homes, to include master drainage study, infrastructure design, major roadway designs, SRP and private irrigation system design and coordination for the entire 600 unit development.

MICHAEL A. BRUNGARD

Principal/Project Manager

SKG Enterprises, Inc.

EDUCATION

University of Minnesota,
Hennepin Technical Institute
Normandale Community College

AFFILIATIONS

Society of American Military Engineers
American Society of Civil Engineers

REGISTRATION

Arizona Registration

Mr. Brungard has 30 years of experience in Civil Engineering. He began his Engineering career in Minnesota working within the public sector on projects for the Minnesota Department of Transportation (MnDOT) and the Army Corps of Engineers before moving into the private sector in Arizona in 1985. Mr. Brungard joined SKG Enterprises in November of 1998.

His diverse background has provided him with a broad range of engineering skills and knowledge, including highway design and construction, light-rail design, and master-planned community design. Mr. Brungard's responsibilities include serving as a Principal/Project Manager and Lead Designer for both large and small-scale residential and commercial developments. Mr. Brungard is also experienced with agency requirements (city, county, state and federal) on issues such as, water and sewer assurances, drainage, retention/detention basin design, CLOMR/LOMR's and 404 jurisdictional issues. Furthermore, Mr. Brungard is experienced in entitlement issues, MAG 208, development agreements, and planning requirements, such as general plan amendments (both major and minor). The following are brief and selected major projects:

Wickenburg Ranch Estates, Wickenburg, AZ: Project Manager on the Lodge and the Maintenance Facility. Serving in a support role, Mr. Brungard provided design coordination between the client representatives, architectural and landscape manager's and directed site design, drainage and grading within this roughly 2,100 acre site.

Vistancia, Peoria, Arizona: Project Manager for residential development within the Blackstone community. This project is a 500-acre component to the 3,500-acre Vistancia community located in Peoria, Arizona. Due to the rugged terrain, the development of drainage, water and sewer plans involved in-depth analysis of master reports and careful design practices. Responsibilities involved providing solutions to challenging existing infrastructure conditions to satisfy client land planning goals, City of Peoria design standards, the U.S. Army Corps of Engineers Jurisdictional Delineations and coordination with the Flood Control District of Maricopa County. Additionally, Mr. Brungard was responsible for coordination with client, agencies, and design team members, and for the design and development of a number of individual subdivisions within the Blackstone community.

Terrabrook-Mirabel, Scottsdale, Arizona: Project Manager in charge of initial infrastructure development on the 970-acre Mirabel community. Infrastructure design included roadways, water, sanitary sewer, and storm drain. Responsibilities also included coordination with municipalities on development agreements, Village Planning, amenity and site design and design team coordination.

Troon North, Scottsdale, Arizona: Project Manager on a 1,190-acres master-planned community. This site contained residential, golf and commercial elements. Responsibilities included coordination with municipalities, Army Corps of Engineers and private utilities as well as design of numerous subdivisions and coordination with ownership group and design team members. Additional coordination and design considerations were made to accommodate the Pinnacle and Monument Golf Courses. Both of these Golf Courses remain as two of the highest-ranking courses in Arizona.

Troon, Scottsdale, Arizona: Project Manager on 990-acres master-planned community. Site contained residential, golf and commercial elements of design. Responsibilities included coordination with municipalities, Army Corps of Engineers and private utilities as well as design of numerous subdivisions, coordination with ownership group, and design team members.

Estrella Views, Goodyear, Arizona: Project Manager on a 260-acre master-planned development that included a CLOMR/LOMR for the Bullard Wash. Responsibilities included coordination with municipalities on development agreements, water/sewer studies and local transportation issues. Special issues regarding this project involved obtaining a LOMR to remove approximately 50 acres from a FEMA floodplain, coordination with the City of Goodyear, neighboring properties, and Flood Control District of Maricopa County.

Boulders Resort, Carefree, Arizona: Project Manager on numerous subdivisions in the Scottsdale and Carefree units, a Resort Casitas unit, and upgrades to the maintenance facility. Responsibilities included planning and coordination with neighborhood groups, developer, and corporate ownership group at the Boulders. In addition, projects within the Boulders Community, due to special circumstances, required construction management to assess on-going field issues such as re-occurring ground water infiltration and utility modifications due to the extreme nature of bedrock found on the construction site.

South Corporate Yard, Scottsdale, Arizona: City of Scottsdale south corporate yard facility located in Scottsdale, Arizona. Design entailed detail grading and drainage design, infrastructure designs, shop drawing reviews and project management. Coordination was conducted with both Scottsdale and Tempe due to the project was located along the jurisdictional limits of both municipalities.

Town of Gilbert Municipal Expansion, Gilbert, Arizona Project Manager in charge of design and construction for the recent Town of Gilbert expansion project. This project tied the existing planning and engineering offices together with new office space. As Project Manager for this project Mr. Brungard directed both design efforts and later directed construction survey activities. Mr. Brungard was in charge of project continuity to insure that all tasks meshed. This design/build project received acclaim from the Town for its fast-paced design and cost-control efforts.

CITY COUNCIL REPORT

SUBJECT:
Resolution 3080-1012 - Intergovernmental Agreement for a Multi-City Household Hazardous Waste Collection Day Event

MEETING DATE:
October 15, 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 adopt a resolution authorizing an intergovernmental agreement between the City of Avondale and multiple southwest valley cities to hold household hazardous waste day collection events and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In order to assist residents in the proper disposal of hazardous waste, the City of Avondale currently holds an annual household hazardous waste day collection event. The event has been very successful. Over 100 residents dropped off hazardous materials at the last event, which was held in May of 2012.

The surrounding Cities also hold these events, either working alone or partnering with another City. In the past the City of Avondale has successfully worked with each of the Cities. Most recently the City of Avondale and the City of Tolleson, have partnered to provide this event for their residents.

DISCUSSION:

The proposed IGA establishes an agreement between southwest valley Cities to hold a semi-annual household hazardous waste event. The Cities included are, the City of Avondale, the City of Goodyear, the City of Litchfield Park, and the City of Tolleson.

Staff from these Cities have been meeting to discuss partnering to provide a more regional approach to these events. It was agreed that there are a number of benefits provided by working together. Benefits include:

- Consistency- It sends a consistent message to the residents on what is accepted at the events.
- Opportunity- It provides an additional opportunity during the year for residents to properly dispose of the materials.
- Reduced Cost- By spreading the cost of holding the event over a greater number of participants, we are able to reduce the cost of the event to each City.

The City of Avondale Public Works Department will partner with the above Cities to hold two events. One will be held during the fall in the month of October or November. This will be held in the City Goodyear. One will be held during the spring in the month of April or May. This will be held in the City of Avondale.

The responsibilities of each City have been laid out in the agreement. Each City is required to

provide employees to assist with every event, to be responsible for any wages incurred by their employees related to the event, and to provide the necessary safety equipment and proper apparel for their employees.

As hosting Cities, the Cities of Avondale and Goodyear have additional responsibilities when the event is held in their City. These responsibilities include providing:

- General event coordination
- A suitable location
- A contractor for collection and disposal for the event
- Traffic control and any necessary police, fire/ems support
- Set up and Clean up

BUDGETARY IMPACT:

The City Council appropriated $15,000 for household hazardous waste during the 2012/2013 fiscal year budget. The estimated cost to the City of Avondale for the events is just under $6,495 each for a total of $ $12,990. If the events exceed the budgeted appropriation, funding would come from the sanitation operating budget.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an intergovernmental agreement between the City of Avondale and multiple southwest valley cities to hold household hazardous waste day collection events and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3080-1012

RESOLUTION NO. 3080-1012

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG THE CITIES OF GOODYEAR, LITCHFIELD PARK, AVONDALE AND TOLLESON RELATING TO THE HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY EVENT.

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

SECTION 1. The Intergovernmental Agreement among the cities of Goodyear, Litchfield Park, Avondale and Tolleson relating to the household hazardous waste collection day event (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 15, 2012.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3080-1012

(Intergovernmental Agreement)

See following pages.

INTERGOVERNMENTAL AGREEMENT FOR A MULTI-CITY HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY EVENT BETWEEN THE CITIES OF GOODYEAR, LITCHFIELD PARK, AVONDALE AND TOLLESON

THIS INTERGOVERNMENTAL AGREEMENT FOR A MULTI-CITY HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY EVENT ("Agreement") is entered into as of _____, 2012 by and between the City of Goodyear, an Arizona municipal corporation ("Goodyear"), City of Litchfield Park, an Arizona municipal corporation ("Litchfield Park"), City of Avondale, an Arizona municipal corporation ("Avondale") and City of Tolleson, an Arizona municipal corporation ("Tolleson"). Goodyear, Litchfield Park, Avondale and Tolleson are sometimes collectively referred to in this Agreement as the "Cities or Parties" and each individually as a "City or Party."

RECITALS

A. The Cities are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§ 11-951 and 11-952 and City Charters or such other governing authority.

B. The Cities desire to work cooperatively to hold a multi-city household hazardous waste collection day ("Event").

C. The Cities desire to hold the Event on a semi-annual basis in Goodyear or Avondale during the fall and spring, at a date and time to be determined by the Cities.

D. Entering into a collaborative multi-city Event would be beneficial to the health and safety of the communities and the environment.

E. The Cities desire to enter into this Agreement to set forth the terms by which the Cities will coordinate the Event, including Event planning, development, and administration.

AGREEMENT

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

1. Purpose. The purpose of this Agreement is to work cooperatively with southwest valley cities to hold a semi-annual Event to collect and dispose of household hazardous waste material in an effort to protect human health and the environment.

2. Term of Agreement. From and after the effective date, this Agreement will remain in effective for three (3) years, subject to appropriations. Prior to the expiration of this Agreement, the Parties may renew the term of this Agreement for an additional consecutive three (3) year terms upon consent of the Cities.

   2.1 One Event will be held annually during the fall in the month of October or November, with the second Event held in the spring in the month of March or April.

   2.2 The dates and time of the Events will be established by the mutual agreement of the Cities.

   2.3 The first Event will be held on November 3, 2012 in Goodyear.

   2.4 This Agreement shall become effective when approved and executed by that City and remain in effect for the term of this Agreement, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Cities to execute the Agreement shall not invalidate the Agreement as to those Cities who did so.

   2.5 The Cities will work cooperatively to schedule the Event and each City will maintain the right to opt out of participating in any Event upon 60 days written notice to the other Cities prior to the Event.

3. Event Costs

   3.1 It is estimated the Event will draw 900 residential participants to dispose of hazardous material. Based on this estimate the estimated total per Event cost for contractor labor, equipment, supplies, transportation and disposal will be $38,971. This amount is subject to change based on an increase or decrease in residential participation.

   The following is the estimated cost per City based on the number of anticipated user participants:

   - Goodyear: 625 participants at $43.30 per participant equals $27,064
   - Avondale: 150 participants at $43.30 per participant equals $6,495
   - Litchfield Park: 75 participants at $43.30 per participant equals $3,247
   - Tolleson: 50 participants at $43.30 per participant equals $2,165

   3.2 The amount each City will pay for its participation in each Event will be in direction proportion to the number of resident user participants from that City at the Event. Event users will be required to bring a copy of their current utility bill from one of the Cities to participate in the Event. The Cities will enter participant name, address and items brought to the Event onto a survey sorted by jurisdiction. Copies of this information will be provided to the respective City.

3.3 The Cities agree to pay the Host City directly for their proportionate cost for the Event within 30 calendar days after the final billing has been received by the Host City from the third party contractor.

4. Manner of Financing. Each City shall provide for its financial obligations under this Agreement through its annual budget process or by separate resolution as allowed by law and as deemed appropriate by its City council.

5. Termination; Cancellation.

5.1 This Agreement may be terminated as to that City by any City with or without cause upon 30 days' written notice to the other Cities.

5.2 This Agreement is subject to cancellation due to conflict of interest pursuant to the provisions of A.R.S. § 38-511.

6. Obligations of Goodyear and Avondale

6.1 Event Location. Goodyear and Avondale will work cooperatively to alternate hosting the Event in their respective City (Host City). It is anticipated that the fall Event, which is held during the month of October or November, will be held annually in Goodyear and the spring Event, which is held during the month of March or April, will be held annually in Avondale.

6.2 Third Party Contract for Collection and Disposal. It will be the responsibility of the City hosting the Event to contract with a third party for the Hazardous collection and disposal for the Event when it is occurring within its City. The third party contractor will be required to provide sufficient protective equipment, tybex suit, gloves and shoes coverings for all City employees assigned to work the Event and shall be required to comply with all applicable state and federal rules, regulations and laws.

6.3 Event Coordinator. Goodyear and Avondale will designate someone to function as the Event Coordinator for their respective City when hosting the Event. The Event Coordinator is responsible for the coordination of the entire Event held in its City, which includes but is not limited to managing the Event, providing administrative support for the Event and functioning as the liaison with the other Cities for purposes of this Event.

6.4 Traffic Control, Police and Fire. The Host City will provide at its expense, sufficient traffic control, police and fire/EMS support if necessary. In addition, the City shall determine in its reasonable discretion whether to have fire/hazmat staff and a Terrorist Liaison Officer available.

6.5 Sanitation/Clean-up. The Host City shall provide at their expense the set-up and clean-up for the Event.

7. Obligations of All Parties

7.1 Each City participating in the Event will be required to provide the following minimum number of employees to assist with every Event:

- Goodyear: A minimum of six (6) employees
- Avondale: A minimum of five (5) employees
- Litchfield Park: A minimum of five (5) employees
- Tolleson: A minimum of three (3) employees

7.2 Each City will be responsible to pay for the wages and any overtime costs for its employees for the Event and related activities.

7.3 Each City is responsible for ensuring that its employees working at the Event wear appropriate Personal Protective Equipment (PPE) for the area they are assigned and their City's uniform. No shorts or open toes shoes will be permitted.

7.4 All assigned City employees and the third party contractor will be required to participate in a safety briefing, which will be scheduled prior to the start of the Event. Employees who do not attend the safety briefing will not be permitted to work at the Event. Failure of the third party contractor to participate in the safety briefing shall constitute a breach of the contract between the third party contractor and the Host City, and that contract shall so provide.

8. Workers Compensation. Pursuant to A.R.S. §23-1022 (D), for the purposes of worker's compensation coverage, all employees of each City covered by this Agreement shall be deemed to be an employee of all Cities. The parent agency shall be solely liable for payment of worker's compensation benefits.

9. Accepted Hazardous Waste

9.1 The Event is intended for the collection of materials used by residential homes. The following hazardous waste from household sources may be accepted for collection and disposal at the Event:

- Adhesives: Household/hobby/automotive glue, caulking, sealer
- Aerosols: Those containing flammable or hazardous materials
- Art/Hobby/Supplies: Adhesives, paint, cleaners, correction fluid
- Photography chemicals: (developer, fixer, wash, cleaner)
- Automotive Products: Cleaners, lubricants, solvents, fuel, gasoline, injector sprays, brake sprays, brake fluid, antifreeze, carburetor cleaner, metal conditioner, paint, paint remover, engine degreaser, fuel additives, used motor oil, used transmission fluid, oil filters
- Batteries: Automotive/household
- Cleaners/Waxes: Household/automotive polish, degreaser, rug/upholstery cleaner

- Flammables: Automotive/household solvent, fuel, paint, lubricant, kerosene, charcoal lighter, lighter fluid, mineral spirits, propane tanks
- Lubricants: Automotive/household compressor oil, cutting oil
- Other Household Products: Fluorescent tubes, thermostat, thermometers and other devices which contain mercury (non-radioactive)
- Paint: Aerosol, hobby/automotive/household latex and oil-based paint products including thinner, lacquer, linseed oil, primer, stain, varnish
- Personal Products: Nail polish, polish remover, rubbing alcohol, shoe polish, spot remover
- Poisons: Household/garden poison (insecticide, herbicide, fungicide), bait, fertilizer
- Thermostats/Thermometers: mercury switches, those containing mercury only
- PCB's (Polychlorinated Biphenyls) such as old fixture light ballasts
- Isocyanates
- Fire extinguishers
- Smoke detectors

10. Not Acceptable Hazardous Waste

10.1 The following hazardous waste materials will not be accepted at the Event.

- Ammunition, explosives
- Biological waste, syringes, infectious waste
- Radioactive wastes,
- Paper/newspaper, glass, plastic, metal, trash, solid waste for landfill
- Salvage: refrigerators, water heaters, stoves/ovens, air conditioners, etc.
- Commercial generated hazardous waste
- Asbestos
- Any other material not listed in Paragraph 9.1.

11. Tires

11.1 Passenger tires with no wheels (rims) will be accepted for collection and disposal at the Event from Goodyear and Avondale residents only. Goodyear and Avondale will have a count of tires per jurisdiction. Goodyear and Avondale will alternate in providing a vehicle for the storage and disposal of the tires collected at the Program at no charge to Goodyear or Avondale. A copy of the tire manifest disposal at the Maricopa County approved disposal facility will be provided to Goodyear and Avondale.

12. Promotions. Each City, at its expense, will promote, advertise and prepare all marketing and other collateral materials it deems appropriate to promote the Event to its residents.

13. Insurance. Each City agrees 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.

14. Further Acts. Each City 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.

15. Nondiscrimination. The Cities agree to comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. No City shall engage in any form of illegal discrimination.

16. Indemnification. To the extent permitted by law, each City does hereby covenant and agree to indemnify, defend, and hold harmless the other Cities, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of that City, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a City to comply with the terms of this Agreement shall not provide the basis of any third party action against any of the Parties.

17. Governing Law. The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court.

18. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every City, nor a signature line, shall be required in each counterpart. Except that on a counterpart being brought forward by a City to its legislative body, or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that City's practice. 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 Cities may be physically attached to a single document.

19. Laws and Regulations. Each City 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 parties are responsible remains in compliance with all rules,

regulations, ordinances, statutes or laws affecting the services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

20. Amendments. This Agreement may be modified only by a written amendment signed by the City's City Manager, or authorized designee.

21. 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 a party, the Agreement will promptly be physically amended to make such insertion or correction.

22. 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.

23. Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Cities 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 party 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.

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

25. Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by either Party 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 either Party 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 a Party's acceptance of services, shall not release the other Party from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of a Party to insist upon the strict performance of this Agreement.

26. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Cities 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 A.R.S. § 23-214(A). A City's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching City may terminate this Agreement. The Cities retain the legal right to inspect the papers of the other City to ensure that the party is complying with the above-mentioned warranty under this Agreement.

27. Scrutinized Business Operations. Pursuant to A.R.S. §§ 35-391, *et seq.* and 35-393.06, *et seq.*, each City hereby warrants, and represents to each other that the City and its subcontractors do not have, and will not have a scrutinized business operation in either Sudan or Iran during the term of this Agreement.

28. Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

29. Notice. Any notice required to be given under this Agreement will be provided to all parties to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2012.

CITY OF GOODYEAR

By: _____

_____

Its: _____

Date: _____, 20_____

Attest: _____

_____, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, 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.

_____

_____, City Attorney

PASSED AND ADOPTED this ____ day of _____, 2012.

CITY OF AVONDALE

By: _____

_____

Its: _____

Date: _____, 20_____

Attest: _____

_____, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, 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.

_____

_____, City Attorney

PASSED AND ADOPTED this ____ day of _____, 2012.

CITY OF LITCHFIELD PARK

By: _____

_____

Its: _____

Date: _____, 20_____

Attest: _____

_____, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, 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.

_____

_____, City Attorney

PASSED AND ADOPTED this ____ day of _____, 2012.

CITY OF TOLLESON

By: _____

_____

Its: _____

Date: _____, 20_____

Attest: _____

_____, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, 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.

_____

_____, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 3078-1012 - Intergovernmental Agreement among multiple cities relating to the Arizona Child Abduction Response Team

MEETING DATE:
October 15, 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 City of Avondale and multiple west valley agencies relating to the creation of and participation in the Arizona Child Abduction Response Team and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Every 40 seconds, a child becomes missing or abducted. In comparison, every three seconds, a child is admitted to an emergency room. Less than one quarter of child abductions are by a stranger, with more girls being abducted than boys. This type of abduction is the most dangerous. Approximately 80 percent of child abductions by strangers occur within 1/4 of a mile of the child's home. Roughly 75 percent of abduction murders occur within 3 hours after the child goes missing.

In response to these alarming statistics and in recognizing the importance of the initial response to child abductions, west valley agencies began working with east valley agencies that had established the Arizona Child Abduction Response Team (CART) for the east valley. This team is responsible for the joint response and investigation of child abductions.

The CART Team (East Valley) is a Department of Justice certified team assigned to respond to child abduction calls for service during the critical initial 72 hours of an investigation. The City of Avondale Police Department, along with other West Valley Police Departments, sees great value in devoloping a Department of justice Certified CART Team and intends to establish such a team.

DISCUSSION:

The proposed IGA establishes an agreement between west valley agencies to establish an Arizona Child Abduction Response Team (Central Region) to provide a pool of specialized investigators which are available to investigate primarily cases involving abducted children. The agencies included are, the City of El Mirage, the Town of Wickenburg, the United States of America, acting for the Luke Air Force Base, the City of Avondale, the City of Surprise, the City of Peoria, the City of Glendale, the Town of Buckeye, the City of Goodyear, Maricopa County, acting by and through its Sheriff's Office, and the City of Tolleson. The procedures governing the meetings are outlined in the IGA.

The Avondale Police Department will partner with the above agencies to create an Arizona Child Abduction Response Team (CART). The primary goal of the Arizona Child Abduction Response Team is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to cases involving abducted children. CART agencies may request and render law enforcement

assistance from other CART agencies in dealing with serious violations of law including, but not limited to, the investigation, arrest and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment and similar or related violations (utilizing state and federal law and prosecutions, as appropriate), the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Additionally, the location of each Party's jurisdiction in relation to each other makes it advantageous to enter this particular Agreement in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity such as that described above.

BUDGETARY IMPACT:

Budgetary impact should be limited to costs normally associated with overtime of City of Avondale employees only. All of the costs of other participating agencies will be incurred by each agency.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an intergovernmental agreement between the City of Avondale and multiple west valley agencies relating to the creation of and participation in the Arizona Child Abduction Response Team and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3078-1012 - IGA Central Region Child Abduction

RESOLUTION NO. 3078-1012

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG MULTIPLE AGENCIES RELATING TO THE CREATION AND PARTICIPATION IN THE ARIZONA CHILD ABDUCTION RESPONSE TEAM.

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

SECTION 1. The Intergovernmental Agreement among multiple agencies relating to the creation and participation in the Arizona Child Abduction Response Team (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to 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 15, 2012.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3078-1012

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
FOR THE CREATION AND PARTICIPATION IN THE
ARIZONA CHILD ABDUCTION RESPONSE TEAM
CENTRAL REGION

This agreement is entered into pursuant to A.R.S. §§11-951 *et seq*., and A.R.S. §13-3872 among the City of El Mirage, the Town of Wickenburg, the United States of America, acting for the Luke Air Force Base, the City of Avondale, the City of Surprise, the City of Peoria, the City of Glendale, the Town of Buckeye, the City of Goodyear, Maricopa County, acting by and through its Sheriff's Office, and the City of Tolleson. The aforementioned agencies shall herein after be known collectively as the Arizona Child Abduction Response Team agencies (CART) and other public agencies, as that term is defined in A.R.S §11-951, which after invitation by the CART chiefs, comply with the provisions of A.R.S §§11-951 *et seq*. and files an authorizing document with the County Recorder in the County in which the agency is located in that references this Agreement. A public agency shall become a Party to this Agreement as of the date that agency files with the appropriate County Recorder, notwithstanding that A.R.S. §§11-951 *et seq*., no longer requires such recordings. Each CART agency shall provide a copy of its fully executed agreement to every other member agency. In addition to the above, all members to this Agreement may also be collectively known as or referred to as the Parties.

I. PURPOSE

The purpose of this Agreement is to create an Arizona Child Abduction Response Team (CART.) The primary goal of the Arizona Child Abduction Response Team is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to cases involving abducted children. CART agencies may request and render law enforcement assistance from other CART agencies in dealing with serious violations of law including, but not limited to, the investigation, arrest and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment and similar or related violations (utilizing state and federal law and prosecutions, as appropriate), the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Additionally, the location of each Party's jurisdiction in relation to each other makes it advantageous to enter this particular Agreement in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity such as that described above.

II. AUTHORITY

A. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S §§11-951 *et seq*., A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing federal law, statute or authority.

If any Native American tribe that is a party to this Agreement request CART assistance, all assisting CART Team members shall be granted tribal peace officer authority for the duration of the CART activation within the applicable tribal jurisdiction.

III. ACTIVATION, PROCEDURES, AND RESOURCES

A. Any Party to the Agreement may request activation of CART. It shall be the responsibility of the Party requesting activation to contact assigned team leaders via the law enforcement communications center of each Party.

B. The Party that has jurisdiction over the incident or investigation will remain as the lead agency during the duration of a particular CART activation with support from CART agencies.

C. Two CART Team Leaders will be selected by the CART Team members subject to final approval of chief law enforcement officers (Chiefs) of the CART agencies on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. In the event that a Team Leader is unable to complete his or her term due to a resignation from his or her agency or for any other reason, the CART members shall name a replacement, shall appoint a replacement subject to final approval of the Chiefs.

D. The CART Team Leaders or designees will be responsible for coordinating on-going training, meetings, or other necessary supporting functions in support of the operational effectiveness of CART. Team Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a CART activation. In the event such mediation fails, the issue shall be brought to the attention of the CART Chiefs for appropriate resolution.

E. Each Party shall, to the best of its ability, make at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any CART activation. Each Party shall designate a primary CART member to participate in activations, meetings, trainings, etc. Each Party shall immediately inform other CART agencies when such designations change. In the event a primary CART member is not available or as the situation dictates, a CART agency may provide officers not normally designated as CART members in support of a CART activation.

F. Each Party shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a CART activation.

IV. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include, but are not limited to, employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the Arizona Child Abduction Response Team, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this

Agreement. Each Party shall establish and maintain a budget for the expenditure of its funds under this Agreement.

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 each party shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining its own availability of funds under this Agreement and each party shall keep the other parties fully informed as to the availability of its funds for the Agreement. The obligation of each party 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 each party. If the governing body of any party 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 for such party at the end of then-current fiscal year and that party shall be relieved of any subsequent obligation under this Agreement.

V. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VI. INDEMNIFICATION

To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third party action against any of the Parties.

VII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves Luke Air Force Base, or an Indian Community, and then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

VIII. DURATION AND CANCELLATION OF AGREEMENT

A. This Agreement shall become effective upon execution by the Parties hereto and filing with the appropriate County Recorder and shall remain in effect until July 1, 2020, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement with or without cause by giving thirty calendar days written notice to the other Parties to the Agreement.

B. This Agreement may be renewed for additional periods of five years either with the respective City or Town Council approval or the respective City or Town Manager approval, in writing, on or before the Termination date by notifying a Co-Chair. Any Party that fails to do so by the termination date identified above shall no longer be a Party to the Agreement.

IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. §38-511, as amended.

X. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party, nor a signature line, shall be required in each counterpart. Except that on a counterpart being brought forward by a Party to its legislative body, or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. 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.

XI. WORKERS COMPENSATION

Pursuant to A.R.S. §23-1022 (D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker's compensation benefits.

XII. OTHER PROVISIONS

A. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision herein.

B. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not

constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

C. This Agreement shall be recorded with the appropriate County Recorder as described above upon execution and a copy shall be forwarded to each Party.

D. Pursuant to A.R.S. §§35-391-06 and 35-393-06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran.

E. Nothing within this Agreement shall be construed to limit the ability of participating Arizona Child Abduction Response Team members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

XIII. COMPLIANCE WITH E-VERIFY PROGRAM

A. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Article must be included in any contract either Party enters into with any of all of its contractors or subcontractors who provide services under this Agreement.

XIV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The CART leaders shall compile a list of each Party's address, phone number and contact person and distribute said list to each member to this Agreement.

SIGNATURES CONTAINED ON THE NEXT PAGE

PASSED AND ADOPTED this ____ day of _____, 2012.

CITY OF _____

By: _____

_____

Its: _____

Date: _____, 20_____

Attest: _____

_____, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, 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.

_____

_____, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement – James Duncan and Associates, Inc.

MEETING DATE:
October 15, 2012

TO: Mayor and Council

FROM: Kevin Artz, Finance and Budget Director (623) 333-2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council approve the award of a contract to Duncan and Associates in an amount not to exceed $149,860 for services pertaining to the development of a city-wide infrastructure improvement plan (IIP) and revised development fees.

BACKGROUND:

As allowed under A.R.S. §9-463.05 the City of Avondale assesses a development fee on all new construction within the city limits. The fees are recovered at the point of building permit issuance and set aside in special funds used to support the city's capital improvement program. A full study and update of the City's fees was last conducted in 2006.

In April of 2011, Senate Bill 1525 was signed into law by the Governor which significantly amended A.R.S. §9-463.05. In December of 2011, the City Attorney presented the Council with amendments to the development fee schedule in order to ensure compliance with the new statutory requirements that were required by January of 2011.

Additional requirements must be met and effective by August 1, 2014. In keeping with the Council's goal of ensuring financial stability and the desire to ensure that growth pays its fair share, the fee schedule and supporting documents must be updated in order to continue assessing development fees on new growth.

DISCUSSION:

A Request for Qualifications (RFQ- FB13-005) for Development Impact and Fee Analysis services was advertised in the West Valley View on August 7, 2012, August 14, 2012, in the Business Gazette on August 9, 2012 and was also placed on the City's procurement web site (Buyhub.com).

The scope of work in summary included:

1. Evaluation of and recommendations on land-use assumptions.
2. Review of the existing public services including the value, level of service (LOS), cost of upgrades and expansions.
3. Review of staff recommendations for public facilities/infrastructure needs for projected development.
4. Development of a formal Infrastructure Improvements Plan (IIP).
5. Service area analysis.
6. Strategy for public participation.
7. Development fee proposal
8. Delivery of formal reports and electronic files.

Submittals were due on September 6, 2012. Evaluation of the submittals was based on the firm's demonstrated relevant experience; expertise, qualifications and availability of staff assigned to the project and the firm's understanding of the City's needs in light of the statutory changes.

Three firms submitted proposals to the RFQ (TischlerBise, Red Oak Consulting and Duncan and Associates). The highest scoring firm, Duncan and Associates, was asked to submit a price proposal. After staff review and discussion with a representative from Duncan and Associates, the proposal was revised to eliminate several meeting and travel costs which resulted in a reduced price of $149,860. Duncan and Associates has completed development fee services for the cities of Peoria, Mesa, Chandler, and Florence. Duncan and Associates proposed a team approach the City's project and has partnered with Raftelis Financial Consultants and Ritoch-Powell and Associates (an engineering firm). Based on qualifications and their revised price proposal, the firm of Duncan and Associates was selected as the most qualified firm to provide development impact and fee analysis for the City.

The tentative timeline for this project spans potentially three fiscal years. The following schedule may be adjusted as necessary:

- October 15th - Contract award
- October 2012 - November 2012- Data compilation and review of service areas
- December 2012 - Stakeholder input public meeting
- December 2012 - May 2013 - Land-Use assumptions, LOS analysis, IIP development
- March 2013 - July 2013 - Staff review of draft reports and notice of public hearing
- July 2013 - Public Hearing on IIP
- August 2013 Adoption of IIP
- September 2013 - November 2013 Stakeholder public meetings
- November 2013 - Council workshop on fees & notice of public hearing
- December 2013 - Public Hearing on proposed fees
- January 2014 - Adoption of fees
- April 2014 - Effective date
- August 2014 - Deadline

In order to meet the August 1, 2014 deadline, the latest date that the new fees can be adopted is May 5, 2014; assuming a regular council meeting is scheduled on that date. The schedule above includes a time allowance of a few months should any unforeseen delays occur.

BUDGETARY IMPACT:

Funding for the development fee analysis was contemplated during the budget process, and appropriations in the amount of $100,000 are available in the Finance & Budget Department (101-5800-00-6180). Since the statute allows for the cost of the fee analysis to be collected through the development fees, the additional appropriations of $49,860 will be included in the affected capital project funds for the FY 2013-14 budget, subject to Council approval. All unspent appropriations will be carried forward to each fiscal year as necessary.

RECOMMENDATION:

Staff recommends that council approve award of a contract to Duncan and Associates in an amount not to exceed $149,860 for services pertaining to the development of a city-wide infrastructure improvement plan (IIP) and revised development fees.

ATTACHMENTS:

Click to download

☐ PSA - James Duncan and Associates Inc

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
JAMES DUNCAN AND ASSOCIATES, INC., d/b/a DUNCAN ASSOCIATES

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of October 15, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and James Duncan and Associates, Inc., d/b/a Duncan Associates, a Texas corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, FB 13-005 "Development Impact and Fee Analysis" (the "RFQ"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services for public infrastructure analysis and a new development impact fee study.

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 with the Consultant for development impact and fee analysis (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 December 31, 2015 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for one successive one-year term (a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in the subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Consultant requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and the Renewal Term are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

3. Compensation. The City shall pay Consultant an amount not to exceed $149,860.00 for the Services at the rates as set forth in the Fee Proposal, attached hereto as Exhibit B 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 the specific individuals designated in the SOQ to the designated key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing 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 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

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

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

Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,000,000 each claim and $1,000,000 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 Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. Consultant shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, OSHA and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in 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-Delegation. 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:	James Duncan and Associates, Inc., d/b/a Duncan Associates 360 Nueces Street, Suite 2701 Austin, Texas 78701 Attn: James B. Duncan, FAICP

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.

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 October _____, 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**"

JAMES DUNCAN AND ASSOCIATES, INC.,
d/b/a DUNCAN ASSOCIATES,
a Texas corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on October _____, 2012, by _____, as _____ of JAMES DUNCAN AND ASSOCIATES, INC., d/b/a DUNCAN ASSOCIATES, a Texas corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

(affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
JAMES DUNCAN AND ASSOCIATES, INC., d/b/a DUNCAN ASSOCIATES

[Consultant's SOQ]

See following pages.

Qualifications for FB 13-005

Development Impact Fee Analysis

Submitted by

duncan|associates

Raftelis Financial Consultants
Ritoch-Powell & Associates

Copy

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Project Approach 11

Appendix 16

Cover Letter

September 4, 2012

City Clerk
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

RE: FB 13-005, Qualifications to Prepare Development Impact Fee Analysis

Dear Selection Committee:

On behalf of **Duncan Associates, Raftelis Financial Consultants** and **Ritoch-Powell & Associates**, I am pleased to submit our qualifications to assist the City of Avondale in analyzing its development impact fees.

We have assembled an outstanding, highly-experienced, multi-disciplinary team for this assignment. Duncan Associates will be lead consultant and be responsible for all non-utility (transportation, drainage, parks, library, fire and police) impact fees. Raftelis, one of the largest and most respected utility financial consulting practices in the nation, will focus on the water and wastewater impact fees. Ritoch-Powell, a Phoenix-based full-service civil engineering firm specializing in transportation, drainage and utility improvements, will provide engineering and facility costing support for all studies. All firms have extensive experience working with Arizona communities and have worked together on impact fee projects.

All of our team members are also very familiar with Arizona's new development impact fee act. Duncan Associates assisted the Arizona League of Cities and Towns in developing the model impact fee ordinance and has since assisted several of our municipal clients in complying with SB 1525 deadlines.

After fully reviewing our submittal, we think you will agree that ours is the best team for this important assignment.

Sincerely,
DUNCAN ASSOCIATES

James B. Duncan, FAICP
President

General Information

Duncan Associates is one of the few consulting firms that specializes in impact fees. Founded in 1987 by James Duncan, a pioneer in the development of impact fees, the Austin-based firm has prepared over 400 fee studies for over 100 cities and counties from Florida to Hawaii. In Arizona, the firm has served as consultant for the cities of Phoenix, Tucson, Mesa, Chandler, Florence, Apache Junction, Buckeye and most recently Peoria. With a total of six professionals, we are a small firm with a big reputation. As a small firm, we can be more responsive to the needs of all of our clients, providing the level of attention that large firms usually reserve for only their premier clients.

Organizational Structure: Incorporated in Texas in 1997 as James Duncan and Associates, Inc., dba Duncan Associates

Federal Employee Identification Number: 74-2862552

Principal Office: 360 Nueces Street, Suite 2701, Austin, TX 78701

Contact Person: James B. Duncan, FAICP, President, (512) 258-7347, jim@duncanassociates.com

Consultant Information Form: see Appendix

Raftelis Financial Consultants (RFC). Over the past two decades, RFC has become one of the largest and most respected utility financial, rate and management consulting practices in the nation. In 1993, George Raftelis founded RFC to provide services that help utilities function as sustainable organizations while providing the public with clean water at an affordable price. With this goal in mind, RFC has experience providing these services to hundreds of utilities across the country and abroad, allowing the firm to provide its clients with innovative and insightful recommendations that are founded on industry best practices. Throughout its history the firm has maintained a strict focus on the financial and management aspects of water industry utilities, building a staff with knowledge and skills which are extremely specialized to the services that it provides, and also allowing it to provide clients with independent and objective advice. RFC's staff currently consists of 35 consultants in offices in Charlotte, Pasadena, Austin, Kansas City and Orlando.

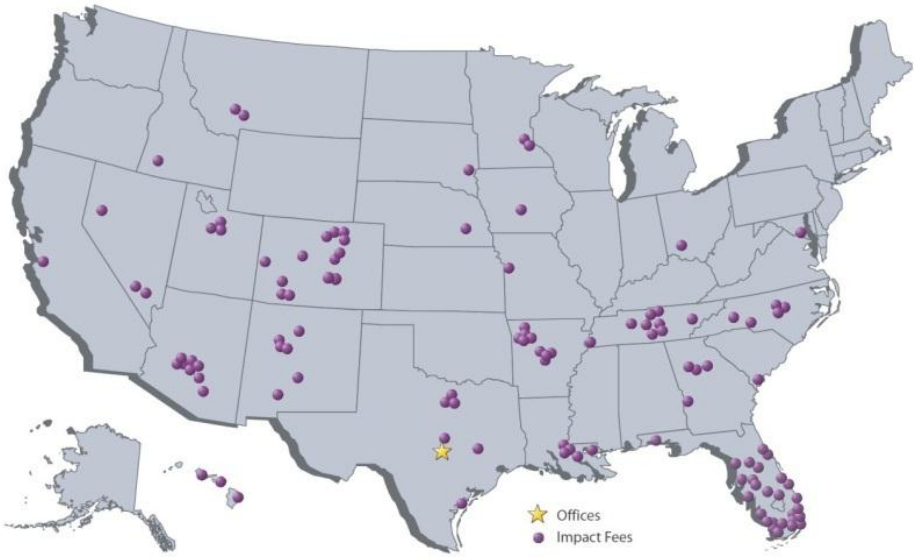
Ritoch-Powell & Associates (RPA) is a locally-owned and operated civil engineering and surveying firm based in Phoenix. Established in 1978, RPA has grown from a three-person firm to the 45 person corporation it is today. The firm specializes in roads, streets, improvement districts and storm water drainage systems. It is also experienced in the preparation of water and sewer systems and parks and recreational sites. RPA offers the City of Avondale a team experienced with specific knowledge of City design standards and project development processes. RPA has served as the City's Professional Consultant On-Call since 2008. This on-call is aimed at providing capital improvement projects, including studies, site investigations, planning, preliminary design concept reports, designs, phasing, master planning, improvement district administration, and public involvement. Its projects have included Avondale Boulevard/McDowell Road Intersection Improvements and CDBG Street and Sidewalk Improvements – Central Avenue and Lower Buckeye. Most recently, RPA was selected for the Professional Consultant On-Call for fiscal years 2012/2013. Firm services under this new contract include surveying, hydrology/hydraulic projects, plan review services, transportation engineering and CADD services.

Firm Experience and Qualifications

Duncan Associates has prepared almost 400 fee studies for over 100 cities and counties from Florida to Hawaii. In Arizona, the firm has served as consultant for most of the state's major cities, including Phoenix, Tucson, Mesa, Chandler, Florence, Apache Junction, and most recently Peoria. In addition, the firm has advised six state agencies or legislatures on impact fee and infrastructure issues: Florida, Texas, Hawaii, Louisiana, Virginia and Minnesota.

Firm staff members are the most highly experienced impact fee specialists in the nation, with an average of 25 years of impact fee experience each, including the actual administration of public agency programs. The firm is also the only impact fee firm to provide in-house legal resources, which may be the reason why so few of its fees are challenged in court. The firm also sponsors the popular website www.impactfees.com, the nation's most complete and current collection of online information regarding impact fees.

Duncan Associates has not had any contracts terminated or been involved in any litigation over the last five years. The following pages provide recent relevant project descriptions and references for Duncan Associates, Raftelis Financial Consultants and Ritoch-Powell & Associates.



State	Client	Feas-ibility	Roads	Water	Waste-Water	Storm-Water	School	Parks	Trails/ Open Sp	Library	Fire	EMS	Police	Jails	Public Bldg	Solid Waste
AR	Cabot	•	•		•			•		•	•					
	Conway		•					•								
	Elkins			•	•											
	Fayetteville		•	•	•			•			•		•			
	Farmington			•	•											
	Greenland			•	•											
	Little Rock		•													
	Rogers		•													
	Sherwood		•					•								
AZ	Apache Junction	•	•				•	•					•		•	
	Buckeye	•														
	Chandler		•					•		•	•		•		•	
	Florence		•	•	•			•		•	•		•			
	Mesa	•	•	•	•	•		•		•	•		•		•	
	Peoria		•	•	•			•		•	•		•			
	Phoenix	•	•			•		•	•	•	•		•			
	Tucson	•	•					•			•		•		•	
CA	Monterey	•														
CO	Adams County		•													
	Colorado Springs	•	•					•			•		•			
	Commerce City		•													
	Durango		•													
	Eagle County		•				•									
	El Paso County		•													
	Greeley	•	•								•					
	Larimer County	•	•					•								
	La Plata County		•													
	Mesa County		•													
	San Miguel County						•									
	Weld County		•			•									•	
	Windsor		•													
FL	Bonita Springs		•					•								
	Broward County						•									
	Cape Coral		•	•	•											
	Citrus County	•	•				•	•		•	•	•	•		•	
	Collier County							•						•		
	Daytona Beach	•	•					•			•		•		•	
	Destin		•					•		•			•			
	Fort Lauderdale							•								
	Fort Myers Beach	•														
	Highlands County		•				•	•		•	•	•	•	•		
	Hillsborough County		•				•	•			•					
	Indian River County		•				•	•		•	•		•	•	•	•
	Lake County		•					•		•	•					
	Lee County		•				•	•			•	•				
	Miami/Dade County						•									
	North Bay Village												•			
	North Port		•					•			•		•		•	•
	Okeechobee County		•				•				•	•	•			
	Orange County		•				•	•			•		•			
	Palm Beach Gardens		•					•			•		•			
	Polk County							•		•	•	•	•	•		
	Sarasota County		•					•		•	•	•	•	•	•	
	Sweetwater		•					•					•		•	
	Weston							•			•		•		•	
	Winter Haven		•	•	•			•			•		•			
GA	Atlanta	•	•	•	•	•		•			•		•			
	Columbus		•	•	•											
	Gwinnett County		•					•								
	Milton	•														
HI	Hawaii County		•		•			•			•		•			•
	Maui County			•	•		•				•		•			•
	State of Hawaii						•									
IA	West Des Moines							•								
ID	Boise/Ada County		•													
LA	Ascension Parish	•	•													
	East Baton Rouge Parish		•													
	LA Dept. of Transp.	•	•													
	St. Tammany Parish	•	•			•										
	West Feliciana Parish	•		•												
MD	MD/Nat'l Capitol Plan Com	•														
MN	MN Dept. of Agriculture	•														
	Mpls./St. Paul Met Council				•											
MO	Kansas City		•													
MT	Bozeman		•	•	•						•					
	Gallatin County		•				•				•					
NC	Apex							•								
	Cary		•													
	Charlotte	•														
	Hickory	•														
	Raleigh		•					•								
NE	Lincoln	•	•	•	•			•								
NM	Albuquerque	•	•			•		•	•		•		•			
	Bernalillo County	•	•			•		•	•		•		•			
	Las Cruces	•	•			•					•		•			
	Rio Rancho	•	•			•		•	•		•		•			
	Ruidoso	•	•	•	•											
	Santa Fe	•	•	•	•			•			•		•			
NV	Clark County		•					•			•		•			
	Las Vegas	•	•													
	Reno/Sparks/Washoe Co	•	•													
OH	Hamilton Twp/Warren Co		•					•			•		•			
SC	Hilton Head	•	•					•			•		•		•	
SD	Sioux Falls	•	•	•												
TN	Dickson County	•														
	Farragut		•													
	Franklin	•	•				•	•		•	•		•		•	•
	LaVergne		•	•				•								
	Memphis/Shelby County	•														
	Nolensville		•													
	Portland			•	•			•			•		•			
	Smyrna		•					•			•					
	White House		•					•			•		•			
TX	Arlington	•	•	•	•											
	College Station	•		•	•											
	Corpus Christi	•														
	Denton	•		•	•											
	Flower Mound			•	•	•										
	Georgetown	•		•	•											
	Greenville	•														
UT	Sandy City		•	•		•		•	•		•		•			
	Wasatch Front		•													
	West Valley City		•			•		•			•		•			
Total		**43**	**79**	**26**	**25**	**12**	**16**	**53**	**5**	**14**	**44**	**6**	**40**	**5**	**14**	**5**

City of Mesa, AZ: Multi-Facility Impact Fee Study

For Mesa, the largest city in the nation without a municipal property tax, Duncan Associates initially developed a two-phase impact fee project. In 1998 the firm prepared an impact fee study for water, wastewater, arterial roads, drainage, park, cultural, library, fire and police facilities. While the City had kept its local sales taxes, utility rates and development fees among the lowest in the region, new growth was not paying its way. At then current growth rates, this amounted to about $50 million per year. The City initially adopted fees for water, wastewater, parks, libraries, cultural, fire and police facilities. The City's cultural fees were subsequently challenged by local homebuilders as not being a "necessary public facility" and the fees were ultimately upheld by both the Superior and Appeals courts of Arizona. Following several subsequent updates, which included the development of drainage and general government fees, Duncan Associates was retained in 2011 to assist the City in complying with the January 1, 2012 deadline imposed by SB 1525. Tasks including documenting impact fee pledges for current fees not authorized after the end of the year and preparing ordinance revisions to comply with the model ordinance promulgated by the League of Cities and Towns were completed in November 2011. Update of the City's impact fee studies and preparation of infrastructure improvement plans began in January 2012.

Reference: Christine Zielonka
Development & Sustainability Dir.
55 North Center Street
Mesa, AZ 85211
480-644-3833
Christine.zielonka@mesaaz.gov

City of Chandler, AZ: Multi-Facility Impact Fee Study

For Chandler, Duncan Associates updated the City's system development fees for arterial streets, parks, fire, police, libraries and public buildings in 2007. Given that the City's previous fee update was based on a prior consultant's methodology, this update provided the opportunity to take a fresh look at the methodology used to calculate fees. A separate report provided the infrastructure improvements plan for non-utility system development fees required by Arizona State law. The most significant change was to perform an analysis of the existing level of service to ensure that fees were not based on a higher level of service than currently provided, which had been a criticism of the previous study. The updated fees and infrastructure improvements plan were adopted by the City Council. Duncan Associates was again retained in August 2011 to assist in complying with the requirements of SB 1525. The first phase, which included recalculating fees to remove components no longer authorized after the end of the year and revising the ordinance to comply with the League of Cities and Town's model ordinance, was completed in November. The second phase began in August 2012.

Reference: Julie Beult
Senior Financial Analyst
55 N. Arizona Place, Suite 201
Chandler, AZ 85225
480-782-2259
Julie.buelt@chandleraz.gov

Town of Florence, AZ: Multi-Facility Impact Fee Study

For Florence, the county seat of Pinal County, Duncan Associates brought the Town's impact fee system into compliance with the requirements of SB 1525 in 2011. As home to three state prisons, half of the Town's 25,000 residents are incarcerated. In order to comply with SB 1525 requirements, the firm recommended no changes to fees for transportation, water or wastewater facilities, but recommended fees for general government and sanitation facilities be terminated since they are now prohibited. It was found that unauthorized improvement costs within fees for parks, fire, police and library facilities should be removed. The major problem with fire and police fees was that they included ineligible administrative vehicles or equipment. Overall, it was found that residential non-utility fees should drop by about 30 percent. The firm is now in the process of preparing infrastructure improvements plans and conducting a comprehensive update of all the Town's remaining impact fees, which include roads, water, wastewater, parks, libraries, fire and police.

Reference: Becki Guilin
Finance Director
P.O. Box 2670
Florence, AZ 85132
528-868-7505
Becki.guilin@florenceaz.gov

City of Scottsdale, AZ: Water, Water Resources and Sewer Development Fees Study

In June 2007, Scottsdale engaged RFC to perform a development fee study for the City's Water Resources Department. The City requested RFC review the existing methodologies for determining water, water resources, and sewer development fees, and to identify appropriate enhancements to the methodologies that would address the City's development fee objectives. Recent growth trends required the City to adjust its capital improvements program to address higher density developments in redeveloped areas. To address the City's fee objectives, RFC developed several alternative enhancements to existing development fee approach. These enhancements ranged from an alternative method for allocating utility facilities among the City's geographical development fee zones according to the beneficial use of those facilities, to evaluating the implementation of a uniform service area and development fee approach. RFC worked with the City to evaluate alternative enhancements and approaches, recommending the preferred enhancements, gaining stakeholder acceptance, and assisting in implementing the new fees under the new legislation. In 2011, RFC again assisted the City in revising its method of assessing non-residential development fees based on meter size in order to be in compliance with SB 1525.

Reference: James Dorf
Senior Management Assistant
9191 East San Salvador Drive
Scottsdale, AZ 85258
480-312-5683
mbrown@scottsdaleaz.gov

Pima County, AZ: Financial and Capital Planning, System Development Charge and Rate Study

RFC has been providing a variety of rate and financial consulting services for Pima County since 2005. In 2011, RFC was engaged to conduct a comprehensive review of its connection fee assessment structure and provide a detailed evaluation of an alternative assessment structure on the basis of water meter size. The county previously assessed connection fees to residential, commercial, and industrial customers based on the fixture unit equivalent approach. Under this approach, connection fees were assessed to new structures and demolitions/renovations to existing structures that result in additional fixture units. As appropriate as it may be for assessing connection fees, the fixture unit methodology is complex and labor intensive. RFC considered several alternative connection fee assessment approaches including: Meter size (water meter); Equivalent residential units (ERU); Square footage; and Lot size and density (per acre). Based on this evaluation, the meter size approach was identified as the most effective connection fee assessment methodology in addressing the county's goals and objectives. After evaluating several alternatives, the county successfully implemented a connection fee assessment approach based on anticipated wastewater flow per meter size category in 2012.

Reference: Jackson Jenkins, PE
Wastewater Reclamation Director
201 N. Stone Avenue, 8th Floor
Tucson, AZ 85701
520-740-6549
Jackson.jenkins@wwm.pima.gov

City of Peoria, AZ: Water and Wastewater Rate Study and Bond Feasibility Study

From the late 1990s to 2007, Peoria experienced fast-paced growth and heavy development pressure. As a result, demand for utility services also increased at a rapid pace. Concurrently, Arizona enacted the Groundwater Management Act and the Assured Water Supply rules to limit use of groundwater and encourage the use of alternative water supply sources. To comply with these regulatory requirements, the City developed an aggressive capital plan to reduce its former 100% use of groundwater through a combination of its existing water supply sources, maximization of reclaimed water for non-potable use, and a continued commitment to water resource conservation. To effectively address these growth and regulatory related issues and concerns, the City sought assistance in reviewing and updating its existing utilities development fee structure in 1998. Since these fees are separate and unique from the fees assessed to other customers within the current service area, the City requested RFC calculate the fees based upon the specific costs for the infrastructure they are intended to recover. In 2008, RFC assisted the City in updating its utilities development fees to comply with SB 1423 by requiring municipalities to adopt or amend an Infrastructure Improvements Plan (IIP) prior to assessing a new or modified fee.

Reference: Katie Gregory
Budget Director
8401 West Monroe Street
Peoria, AZ 85345
623-773-7114
Katie.Gregory@peoriaaz.gov

Ritoch-Powell & Associates

Ritoch-Powell & Associates (RPA) is a full-service civil engineering and surveying firm specializing in transportation, public works and private development projects throughout Arizona. RPA has been serving the Valley since 1978 and has built a reputation of providing quality engineering services with a highly technical and qualified staff.

The firm specializes in roads, streets, improvement districts and storm water drainage systems. It is also experienced in the preparation of water and sewer systems and parks and recreational sites. Complementing these services, RPA can also provide property and topographic surveys, site planning and studies, construction inspection and administration.

The firm is comprised of our professional and technical staff, including registered Professional Engineers, Registered Land Surveyors, Land Surveyors-in-Training and Engineers-in-Training. RPA has a long, successful history with numerous municipalities and private clients throughout the state. The firm specializes in utility coordination, water/wastewater, drainage/sewer systems, transportation projects, site civil, park design and surveying for public works and private development clients. RPA's experience includes design of all types of water systems, from residential service connections and wells to large scale transmission facilities and pumps. For wastewater, the firm has provided design for simple residential septic systems and connections to complex wastewater treatment plants. It understands reclaimed water requirements, recharge systems, and all types of permitting.

RPA has recent experience with the City of Avondale staff and is knowledgeable of the City's design standards and processes. RPA is providing topographic surveying, base mapping and civil engineering design for the City's award-winning Avondale Community Park Project which included site grading and drainage plans and water and sewer plans. Most recently, RPA was awarded the City's On-Call contract for General Civil Engineering Services. Projects under this contract will include design of water distribution lines, wastewater collection lines, force mains, and paving and drainage services.

Recent Municipal Projects

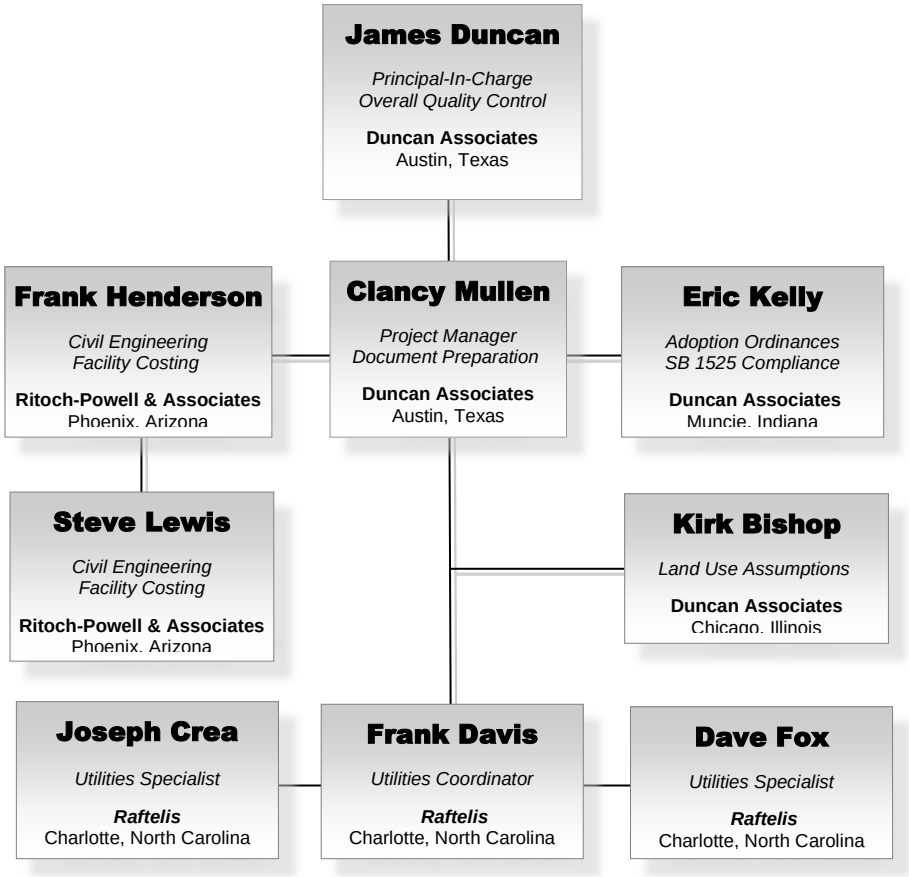
- Edwards Tract Waterline Improvements, City of Peoria
- Broadway Road Waterline, City of Mesa
- Watermelon Road Waterline, City of Gila Bend
- Lake Pleasant Parkway – Westwing Parkway to SR 303, City of Peoria
- Boulder/Burro Creek Pipeline, City of Bagdad
- Happy Valley Road, 67th Ave to Lake Pleasant Parkway, City of Peoria
- Shangri-La Sewer Lift Station, City of New River
- McQueen Road Improvements, City of Chandler
- Red Rock Subdivision (Sewer Collection System), City of Sedona

Staff Capabilities and Qualifications

We have assembled a consultant team uniquely qualified for this assignment, including impact fee, planning, land use law, utility finance and engineering expertise. **Duncan Associates**, one of the nation's leading impact fee consultants, will be lead firm and will have primary responsibility for all consultant work products, including land use assumptions, infrastructure improvement plans, impact fee studies and ordinance amendments. **Raftelis Financial Consultants**, a financial consulting firm specializing in utilities, will assist with the utility impact fee and cash flow analysis. **Ritoch-Powell & Associates**, a Phoenix-based engineering firm, will assist with the preparation of IIPs and review of cost estimates. More detailed descriptions of the three firms, relevant project experience and their professional personnel are on the following pages.

Team management will be facilitated by our experience working together on previous projects. Duncan Associates is currently working with Raftelis and Ritoch-Powell on an impact fee update for Peoria. Duncan Associates has also worked with Ritoch-Powell on a number of previous impact fee projects, including Florence, Mesa, Chandler and Apache Junction. While Raftelis will have a major role in the utility impact fee analysis, the firm's work will be closely supervised by Duncan Associates to ensure that methodologies, land use assumptions, infrastructure improvement plans are consistent with the approach and format of the non-utility fees so that they can be integrated seamlessly into the final report.

James Duncan will be principal-in-charge. **Clancy Mullen** will be day-to-day project manager and oversee all document production. **Eric Damian Kelly** will provide legal support and draft ordinance amendments. **Kirk Bishop** will oversee the development of service areas and the preparation of land use assumptions. **Frank Davis** of Raftelis Financial Consultants will oversee water and wastewater rate and development fees studies and be assisted by **Joseph Crea** and **Dave Fox**. **Frank Henderson** and **Steve Lewis** of Ritoch-Powell will be involved in identifying and costing facility improvements, including transportation and water and wastewater systems.



James B. Duncan, FAICP, Principal-in-Charge

Jim Duncan is president of Duncan Associates and one of the nation's leading planning and growth management practitioners. His career as a city planner has spanned over five decades of service to more than 200 cities, counties, regions and states. During his career, he has held several key public positions, including director of land development services for Austin; director of growth management for Hollywood; director of development management for Broward County; and chief of local planning for Dade County. Jim is also a past president of the American Planning Association. Throughout his career, Jim has focused his primary interests and energies on the development of innovative "smart growth" techniques, the streamlining of land development regulations, and the advancement of infrastructure financing techniques. He has prepared award-winning plans and codes that were honored by several chapters of the American Planning Association. Jim served as a growth management advisor to two Florida Governors, co-wrote the nation's first state impact fee enabling act (Texas), prepared one of the first comprehensive plans to embody the dual concepts of consistency, and introduced many user-friendly, easy-find techniques to simplify regulations. At present, he is a principal presenter for APA in their continuing series of popular workshops on "Sustainable Zoning and Development Controls." He is the co-author of the best-selling APA publication, *Growth Management Principles and Practices*, and a frequent conference speaker on growth management, land-use regulations, infrastructure financing, and impact fees. Jim received an "Outstanding Alumni" award from the University of Oklahoma's College of Architecture in 2010.

Education
M.S. Regional and City Planning,
University of Oklahoma
B.A. Journalism,
University of Texas at Austin
American Institute of Certified Planners 02881

Clancy J. Mullen, Project Manager

Clancy Mullen is one of the nation's most experienced impact fee specialists. Since joining Duncan Associates over 20 years ago, he has managed most of the firm's infrastructure financing, "cost of growth," and impact fee studies. In addition to over 300 studies for cities and counties, he has also prepared studies for the Florida Department of Community Affairs, the Hawaii Department of Education, the Louisiana Department of Transportation, the Maryland-National Capitol Park and Planning Commission, and the Minnesota Department of Agriculture. During his extensive work with infrastructure financing, he has gained considerable experience managing multi-disciplinary teams of planners, engineers, economists and attorneys. Prior to joining Duncan Associates, Clancy served as a zoning planner for the City of Austin. He is a contributing author to two American Planning Association publications, *Impact Fees: Principles and Practice of Proportionate-Share Development Fees*, 2009 and *Growth Management Principles and Practices*, 1995, as well as the Island Press book *A Guide to Impact Fees and Housing Affordability*, 2008. Clancy is a frequent conference speaker on impact fees, and currently serves on the Board of Directors of the Growth & Infrastructure Consortium (formerly National Impact Fee Roundtable). Clancy has served as project manager for most of the firm's impact fee studies, including Arizona studies for Phoenix, Mesa, Chandler, Apache Junction, Florence and Tucson.

Education
M.S. Community and Regional Planning
University of Texas at Austin
B.S. Sociology
University of Houston

Eric Damian Kelly, FAICP, Legal Advisor

Eric Kelly is one of the nation's most respected land use lawyers. Since joining Duncan Associates 20 years ago, he has drafted zoning and land development regulations for over 50 communities in more than 25 states. In addition, he has served as chair of the Department of Urban Planning at Iowa State University and as dean of the College of Architecture and Urban Planning at Ball State University, where he still teaches part-time. Eric began his career as a planner for the Philadelphia firm that invented "Impact Zoning" and went on to operate his own law firm in Pueblo, Colorado for 14 years. Eric is a prolific author. He is general editor of the 10-volume Matthew Bender series on "Zoning and Land Use Controls." Other publications include *Managing Community Growth*, the "Zoning" chapter in the ICMA "Planner's Greenbook;" and APA Planning Advisory Service reports on zoning enforcement, sign regulations, adequate facilities, and adult use businesses. Eric is a past national president of the American Planning Association and a Fellow of the American Institute of Certified Planners. He received the Colorado APA chapter's award for "Outstanding Service and Educational Leadership." Eric has drafted or reviewed ordinances for most of the firm's impact fee studies, including Arizona clients of Phoenix, Mesa, Chandler, Apache Junction, Florence and Tucson.

Education
Ph.D. Public Policy
The Union Institute
Juris Doctor and M.S. City Planning
Univ. of Pennsylvania
B.A. Political Economy
Williams College

Kirk R. Bishop, Planner

Kirk Bishop has been with Duncan Associates since 1987. Kirk is in charge of the firm's regulatory review and revision services. Since joining Duncan Associates over 20 years ago, he has led most of the firm's major zoning and land development ordinance updates. Among his many notable assignments, he served as project director for the Chicago zoning ordinance update, where he led a team of a dozen firms in completing the first comprehensive revision of the Chicago code in nearly 50 years. Kirk has also led code updates in Pittsburgh and Kansas City and has served as project director for code updates in dozens of other cities, towns and counties throughout the U.S. He has served as a special zoning advisor to the cities of Portland and Seattle and was invited by Harvard University and the Lincoln Institute to serve on a three-member panel that advised planning directors of the nation's 25 largest cities. Before joining Duncan Associates, Kirk was a senior planner with the city of Austin, where he was responsible for zoning and subdivision case review, and staff support for a citizen's code update panel. Earlier in his career, he was a senior associate with the American Planning Association, where he served as principal researcher for numerous studies and authored the Planning Advisory Services report, "Designing Urban Corridors". Kirk is a frequent speaker at conferences and a regular guest lecturer in the University of Illinois at Chicago's Urban Planning and Public Affairs program. In addition to his regulatory work, Kirk has assisted on numerous impact fee projects, primarily with land use assumptions, and has managed impact fee projects for the Town of Hilton Head Island, South Carolina, the Telluride R-1 School District in La Plata County, Colorado, and the Miami-Dade School Board.

Education
M.A. Urban & Regional Planning
University of Iowa
B.A. Political Science
University of Iowa

Frank M. Davis, Utilities Coordinator

Frank Davis joined RFC in 1997 and has served as Project Manager on numerous water and wastewater rate studies, cost of service studies, utility valuation studies, financial planning studies, water conservation studies, and development fees studies. He has extensive experience in conducting both water and wastewater rate studies and system development charge studies. Mr. Davis co-authored the "Identification of Revenue Requirements" and "System Development Charges" chapters in the book Water and Wastewater Finance and Pricing: A Comprehensive Guide (Third Edition). He is a specialist in development fee studies, rate structure studies, water conservation studies, economic feasibility studies, utility regionalization studies and organizational management studies. He is a member of the American Water Works Association, Growth and Infrastructure Consortium and South Carolina Association of Governmental Financial Officers. Frank has extensive experience working with Arizona communities, including the City of Avondale – Water and Wastewater Development Fee Study and Water and Wastewater Rate Study, the City of Scottsdale – Water Resources Development Fee Study, the City of Peoria – Comprehensive Water and Wastewater Rate and Financial Planning Study, the City of Bullhead City – Impact Fee Study, and the Town of Marana – Water and Wastewater Rate Study.

Education
M.A. Business Administration
Wake Forest University
B.S. Finance
University of South Florida

Joseph Crea, Utilities Specialist

Since joining RFC in 2007, Joseph Crea has served as a consultant on numerous water and wastewater rate studies and cost of service studies. His specific experience includes projects for the following utilities: Birmingham Water Works Board, Charlotte-Mecklenburg Utilities, Columbus Water Works, the City of Asheville, the City of Baltimore, and the City of Raleigh. He is a specialist for rate structure studies, financial planning studies, bond feasibility studies, wholesale rate studies and cost of service studies. Recent relevant experience has included the City of Phoenix (AZ) – Price Elasticity Study, Environmental Fee Study, Pima County (AZ) – Water Reclamation Facility Procurement, Water Infrastructure Finance Authority (AZ) – Water and Wastewater System Survey, Town of Cary (NC) – Bond Feasibility Study, Clark County Water Reclamation District (NV) – Cost of Service Study, City of Conway (SC) – Water Rate Study, Highland County (FL) - Capacity Fee Study, Town of Hillsborough (NC) - Capacity Fee Update, Metropolitan Nashville and Davidson County (TN) – Miscellaneous Water Fee Analysis and Rate Survey Analysis, Mobile (AL) – Area Water and Sewer System Rates and Financial Planning Study.

Education
B.S. Mathematical Sciences
Clemson University

Dave Fox, Utilities Specialist

Dave Fox has a background in economics and possesses extensive analytical skills. His expertise lies in the areas of research, compiling and analyzing data, as well as modeling. Since joining RFC, he has had the opportunity to work on water and wastewater rate studies, bond feasibility studies, as well as water and wastewater rate surveys. He is a specialist in rate studies and bond feasibility studies. Mr. Fox has a Master of Arts in Economics from Clemson University and a Bachelor of Science in Economics from Coastal Carolina University. Recent relevant project experience has included Water Infrastructure Finance Authority (AZ) – Water and Wastewater Residential Rate Survey, Tucson (AZ) – Water Financial Planning Model, ACE Environmental Processing, LLC (AEP) – Market Research, District of Columbia (DC) – Cost of Service Study, Greenville (NC) – Water and Sewer Rate Study, Augusta (GA) – Water and Sewer Rate Study.

Education
M.A Economics
Clemson University

Frank Henderson, PE, Project Engineer

Frank Henderson is a minority owner of RPA and has more than 33 years of civil engineering experience in water/wastewater system design, utility system relocation design, sewer systems, stormwater hydrology/hydraulics and transportation design. Specific project experience includes municipal potable water supply, distribution and pumping systems; wastewater collection, stormwater collection, conveyance and pump station system design; open channel hydraulics; large-diameter pipe design; rural and urban freeway design; and arterial street design. Frank is responsible for transportation infrastructure projects within RPA. His clientele includes ADOT and various municipal clients in Arizona. His specialties include municipal infrastructure and capital improvement projects. He leads multi-disciplinary design teams and has extensive Alternative Delivery experience. He has more than 33 years of civil engineering experience in water and wastewater system design, utility system relocation design, transportation design, stormwater hydrology and hydraulics. His engineering experience includes client and project management; design report preparation; plan, specification and cost estimate preparation; technical design staff supervision and coordination; regulatory and funding agency coordination; construction administration; and alternative deliver projects. Specific project experience includes municipal potable water supply, distribution and pumping systems; wastewater collection, transport and pumping systems; rural and urban freeway design, arterial street design, stormwater collection, conveyance and pump station system design; open channel hydraulics; and large-diameter pipe design. Since 1993, Frank has been responsible for over 18 miles of waterline design and 19 miles of sewer design. His Arizona experience has included the City of Avondale – Water Master Plan, Town of Florence – Water, Wastewater and Non-Utility Impact Fee Study, the City of Mesa – Water, Wastewater and Non-Utility Impact Fee Study, the City of Chandler– McQueen Road Improvements, the City of Peoria – Road Impact Fee Study, and the City of Phoenix – Water Main Replacement Program Design On-Call Contract.

Education
B.S. Civil Engineering
U.S. Air Force Academy

AZ Prof. Engineer 28940
IL Prof. Engineer 602-049047
WI Prof. Engineer 297571

Steve Lewis, PE, Project Engineer

Steve Lewis has over 17 years of experience in civil engineering design, specializing in utility design and coordination, waterline distribution infrastructure, wastewater collection systems, reclaimed waterlines, and roadway design for public agencies and private developments. His project experience is specific to municipal infrastructure project design, incorporating utility coordination, construction document preparation, and post-design services for municipal agency projects. Mr. Lewis prepares construction plans, obtains necessary permits and approvals, and participates in the bid process including bid result compilation, analysis and recommendation. Recent projects include overseeing the surveying and civil engineering services for the Edwards Tract Waterline Improvements and Construction Administration project for Peoria; and preparing water and gas line plans and profiles along Broadway Road for Mesa (plans include design of 3 Ductile Iron Pipe waterlines, high pressure steel gas line and polyethylene gas line). His Arizona experience includes the City of Peoria – Edwards Tract Waterline Improvements and Construction Administration, the City of Mesa – Broadway Waterline, the City of Avondale – Water Master Plan, the City of Phoenix – Water Main Replacement Program Design On-Call Contract, and the City of Chandler – McQueen Road Improvements.

Education
B.S. Civil Engineering
Northern Arizona University

AZ Prof. Engineer 34589

Project Approach

Understanding

Our consultant team has a thorough understanding of SB 1525, the sweeping overhaul of Arizona's impact fee enabling act. This section outlines our understanding of SB 1525's requirements and its implications for Arizona cities in general and Avondale in particular.

Eligible Facilities. The most significant change made by SB 1525 was to restrict facilities for which impact fees can be charged in Arizona. Certain types of parks, library, fire and police facilities are now ineligible. However, fees can continue to be charged for any facilities that impact fees have been pledged to pay off bonded indebtedness. Prior to the January 1, 2012 deadline, Avondale repealed its sanitation fee and reduced parks, library, fire and police fees to remove ineligible costs. The general government fee was retained due to pledged debt.

Service Areas. SB 1525 does not mandate multiple service areas. Service areas may include all or portions of a city as long as development located within the service area benefits from improvements within the service area. Land use assumptions and infrastructure improvements plans must be prepared for each service area. Avondale currently has a single, city-wide service area for all fee types. Given that the City's recently-completed water master plan excluded the area south of the Estrella Mountains, it may be premature to develop impact fees for this area. It will almost certainly be necessary to have multiple service areas for parks, now that regional facilities are ineligible. For other facilities, however, a single service area north of the Estrella Mountains may be sufficient. Arterial streets allow traffic movements throughout large areas; police protection is provided by roving patrol cars; fire stations back each other up; libraries utilize inter-library loans; and water and wastewater systems generally have interconnections to allow for uninterrupted service. In general, the City should try to minimize service areas, since too many will restrict its ability to accumulate adequate funds to make meaningful improvements. Multiple service areas can also complicate fee systems; for example, it could necessitate separate police and fire fees for central facilities versus substations/fire stations.

Methodology. SB 1525 does not dictate a particular approach or methodology for calculating impact fees, other than its requirement that impact fees "shall be based on the same level of service provided to existing development in the service area." Because cities usually project anticipated growth and needed improvements over the same period of time, some believe that use of a plan-based approach is most appropriate. However, the standards–based approach is by far the more common. The difference between the two is that "plan-based" is based on more complex levels of service that require projecting growth by small areas using sophisticated modeling or analysis to determine specific improvements needed to maintain desired level of service (LOS). A plan-based approach should generally be based on a long-range master plan, not on a list of planned improvements over a ten-year period. In contrast, the "standards-based" approach uses generalized LOS standards that do not require modeling the location of future development to determine improvements and costs attributable to a specific quantity of growth.

Avondale's 2008 impact fee study utilizes four methodologies: buy-in, incremental expansion, marginal plan-based and average plan-based. Buy-in and incremental expansion are both standards-based approaches; however, the 2006 study

relied primarily on the plan-based approaches. SB 1525 now clearly requires that plan-based methodologies include an existing LOS analysis, so that any existing deficiencies are identified and removed from growth-related costs. A plan-based approach generally needs to be based on a master plan, although a 10-year list of planned improvements can be used if it can be demonstrated that the plan-based cost per service unit does not exceed the existing LOS. The average plan-based approach is generally used in cases where there is no existing LOS, but under SB 1525 one has to acknowledge that there is an existing deficiency that must be funded with other revenue. For many facilities, the LOS can be global (e.g., park acres per 1,000 residents); for others, the LOS may need to be applied to components of the system (e.g., water treatment, storage). However, it is not possible to determine whether an individual improvement is growth-related or attributable to all development on a case-by-case basis in the absence of a LOS analysis.

Infrastructure Improvements Plan (IIP). The IIP required by SB 1525 is basically the impact fee study, but it is often confused with being simply a list of planned capital improvements. While the IIP must include such a list, an IIP must contain much more. To avoid confusion, we suggest referring to the list of improvements in the IIP as the "capital plan." An IIP must identify planned projects over not more than ten years, and it is suggested that IIPs and capital plans cover a 10-year period. Of course, the impact fee analysis could cover a longer period, such as to build-out, which may be required if fees are based on build-out master plans. The cost of projects in the capital plan does not determine impact fee amounts. Under a "plan-based" approach, the fee is determined by projects listed in the applicable master plan, some but not all of which will be listed in the 10-year capital plan (see discussion in under Methodology above). Under the "standards-based" approach, fees are based on existing levels of service and average cost per unit of capacity (e.g., average cost to build a square foot of fire station). So the capital plan is simply a list of improvements that are eligible to be funded with impact fees. Because of the interrelationships between the various required components, we propose to prepare a single, consolidated document that includes land use assumptions, infrastructure improvement plans and impact fee analyses for all of the City's impact fee facilities (however, we can prepare separate documents if desired by the City).

Approach

The consultant team project manager will work closely with the City's project manager and other key staff on data collection, scheduling of meetings and deliverables, resolution of policy and methodological issues, involvement of stakeholders, and dealing with any unexpected issues that may arise. In our experience, most information flow will occur via email, which provides a convenient digital record of communications. While the consultant and City project managers could be gatekeepers, receiving all emails and forwarding them to the appropriate recipients, this will often be inefficient and lead to unnecessary delays. Our preferred approach is to allow direct communication between individual consultant team members and City staff where appropriate, as long as the consultant and City project managers are copied on all emails.

While the proposed scope in the RFQ does a good job of listing the steps required to accomplish the fee update, we would suggest a somewhat different order and list of tasks. As noted above, we would suggest a consolidated report that includes land use assumptions, IIP and impact fee study. Since most of the impact fee analysis must be contained in the IIP, a stand-alone impact fee study would consist primarily of the proposed fee schedule. Also, the proposed scope puts the service area determination in the impact fee study, although the land use assumptions and IIP must both be prepared by service area. Finally, we prefer to have each task associated with a deliverable, rather than having some being intermediate steps toward a deliverable. Our suggested scope of services is briefly described as follows.

Task 1: Project Organization. A day of meetings between consultant team and City staff to make introductions, initiate data collection, interview key staff members, discuss policy and methodological issues, and refine project schedule.

Task 2: Service Areas. For any facilities, such as parks, for which multiple service areas are necessary or desired, information on existing land uses and existing facilities and replacement costs will need to be collected and analyzed to determine the existing levels of service (LOS) for each service area. Information will also be needed on the location of planned improvements. This may require an iterative process, in order to identify service area boundaries that do not create unnecessary deficiencies or define service areas with no planned improvements. A service area memorandum would be prepared describing the proposed service area boundaries.

Task 3: Land Use Assumptions. Once the service areas have been finalized, land use assumptions should be prepared for each service area. Some service areas will cover less than the entire city, meaning small-area projections will be required for subareas. The likely source for these projections is the demographic data sets available from the Maricopa Association of Governments. These data sets include projections of population, households and employment by small Socioeconomic Analysis Zones, which can be aggregated to service areas, and can be adjusted as necessary to be consistent with current city-wide or area-specific forecasts. The consultant team will prepare a memorandum recommending land use assumptions for each service area.

Task 4: Existing LOS Analysis. SB 1525 requires an existing level of service (LOS) analysis. In impact fee analysis, the existing LOS is generally expressed in terms of the existing capital facility cost per service unit (a measure of demand, such as population for parks). Although other measures (such as acres of parks per 1,000 residents) can also be used, the capital cost per service unit approach has the advantage of allowing a single, comprehensive LOS measure, as opposed to separate LOS measures for individual facility components (such as acres of land, tennis courts, swimming pools, etc.). An exception is transportation, for which a ratio of vehicle capacity to demand is most often used as the LOS measure. In addition, water and wastewater LOS may use other measures (such as gallons per day of treatment capacity per EDU), although this will require a component-specific approach (treatment capacity, storage capacity, etc.).

For each facility type and service area, an inventory of existing facilities will be compiled. Costs of existing facilities should be based on current unit costs (cost per acre of land, cost per square foot of fire station building, etc.), rather than depreciated original costs. The consultant will review recent land acquisitions and improvement costs from the City or other sources to determine appropriate replacement costs. Since the LOS is the ratio of existing facility capacity or cost per service unit, land use assumptions must be converted into service units with demand equivalency tables (for example, a travel demand schedule that identifies the average vehicle-miles of travel per day generated by various land use types). The existing levels of service will determine the maximum fees for each service area, unless the City desires a higher LOS and is willing to fund the resulting deficiency from other revenue sources. The consultant team will prepare a memorandum documenting the calculation of the existing LOS for each facility type and service area.

Task 5: Improvement Plans. The consultant team will review the City's master plans and CIP, and work with City staff to identify growth-related improvements and capital costs likely to be required over the planning horizon. This list of pro-

jects should not be confused with the Infrastructure Improvements Plan (IIP), since it is only one component of the IIP. As explained in the Understanding section, the only determination required for eligibility for inclusion in the IIP is whether an improvement is wholly or partially replacement versus capacity-expanding. No judgment calls are required as to whether a specific capacity-expanding improvement is attributable to existing deficiencies, growth or both existing and future development. Deficiencies will be identified in the existing LOS analysis. Any capacity-expanding improvements beyond what is necessary to correct existing deficiencies are by definition growth-related. Growth-related costs attributable to new development over the planning period are determined based on the land use assumptions and the LOS used as the basis for the impact fee calculations. The consultant team will prepare a memorandum summarizing the proposed improvements plans for each service area.

Task 6: Preliminary Draft. This task involves preparation of an initial draft of the impact fee study for staff review. As noted earlier, it is suggested that the land use assumptions, IIP and impact fee study be provided in the form of a single, consolidated document. Content from memoranda prepared for previous tasks will be revised as necessary and incorporated into the draft. In addition, appropriate revenue "offsets" will be calculated. Offsets are fee reductions to take into account future revenue generated by new development or that is available from other sources to fund the planned improvements. If Avondale charges an "excess" construction excise tax, an offset will also need to be calculated for that, as required by SB 1525. Finally, a cash flow analysis will be provided that will forecast future capital expenditures and revenues over the planning horizon. The report will document information, analysis, and data required by revised statutes including levels of service standards, cost factors, calculation methodology, service units and fee credits. The report will include appropriate graphics, charts and tables to clearly and concisely document methodologies and analyses.

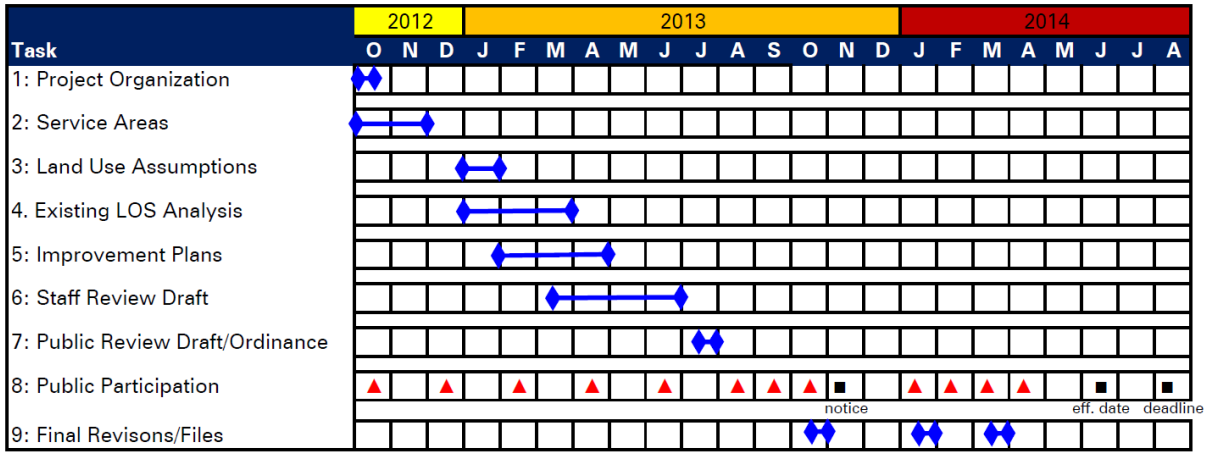
Task 7: Public Review Draft/Ordinance. Following receipt of staff comments, the consultant will prepare a revised draft of the consolidated land use assumptions, IIP and impact fee analysis to incorporate staff comments. Concurrent with the public review draft, the consultant will provide draft ordinance amendments. The consultant team will review the City's current impact fee ordinance and related policies and procedures and recommend changes necessary to ensure compliance with SB 1525. These recommendations will address new grandfathering rules, developer credit procedures and refund requirements. SB 1525 provides several options for handling developer credits: a) fees are reduced within the subdivision or development project; b) the developer is reimbursed from impact fee collections; and c) the developer is allowed to transfer or sell credits to be used to reduce fees in other developments within the service area. Combinations of these options are possible, but no specific approach is mandated. The consultant team will evaluate the City's current approach and recommend any modifications required to comply with the current statute.

Task 8: Public Participation. An important aspect of adopting impact fees, particularly in light of SB 1525, is gaining public and policy maker acceptance. To achieve this goal, the consultant team will participate in workshops and meetings with external stakeholders (homebuilders, commercial builders, multi-housing association, etc.) and the City Council. The goal of these workshops and meetings is to involve all interested parties throughout the study and provide a forum to explain assumptions and technical issues related to the fee update process. While four public hearing and adoption meetings are specifically mandated by SB 1525, these only occur after the study has been publicized and there will be limited opportunity to make major revisions during this process. We would suggest holding stakeholder meetings and/or Council workshops at the beginning of the project (perhaps while the consultant team is in town for the initial kick-off meeting), as

well as after some or all of the technical memoranda and public review draft are completed. Most critically, it would be advisable to hold a stakeholder meeting and/or Council workshop to solicit public and policy-maker input on the proposed service areas. Since all subsequent analysis will be conducted by service area, it is important to get buy-in on the service area configuration as early as possible. The purpose of stakeholder meetings is to allow interested parties to understand assumptions and raise any questions about the technical, demographic, cost, revenue, and other data and supporting documentation used in the calculation of fees. They should not be forums to discuss opposition to impact fees or speculations about economic effects – those concerns are best addressed to the City Council during the public hearings. The consultant would provide staff with draft presentation materials prior to each meeting.

Task 9: Final Revisions/Files. Revisions to the public review draft will be made as necessary to respond to public and Council input received at stakeholder meetings, Council workshops and public hearings. Once the updated fees are adopted, the consultant will provide the City with all electronic files. Our studies consist of a Word document containing tables that are linked to an Excel spreadsheet. No special training is required to update these documents, other than familiarity with Word and Excel. We would provide written instructions on how to update the document, and will be available to answer questions as needed.

Timeline. The proposed scope of services is anticipated to take approximately 10 months from notice to proceed to delivery of the public review draft of the report. The required public/hearing adoption process takes a minimum of 8 months from publication of the final report to the effective date. The suggested schedule allows three months of public review between delivery of the public review draft and publication of the final report, which would result in an effective date of the updated fees occurring approximately two months prior to the August 1, 2014 deadline, as illustrated in the flowchart on the following page. This suggested schedule allows for extensive public review, and avoids scheduling public hearings or adoption meetings during the Thanksgiving-to-Christmas holiday season. However, if the City desires a more expedited schedule that results in an earlier effective date, this could be accommodated by reducing the public review process following delivery of the public review draft and ordinance.



CITY OF AVONDALE
FINANCE AND BUDGET DEPARTMENT
FB 13-005

SECTION A

IV. CONSULTANT INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Consultant 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.

James Duncan and Associates, Inc., dba Duncan Associates	74-2862552
CONSULTANT SUBMITTING SOQ	FEDERAL TAX ID NUMBER
James B. Duncan, President	
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
360 Nueces Street, Suite 2701	(512) 258-7347 (312) 268-7418
ADDRESS	TELEPHONE FAX #
Austin Texas 78701	September 4, 2012
CITY STATE ZIP	DATE
WEB SITE: www.duncanassociates.com	E-MAIL ADDRESS: jim@duncanassociates.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 Consultant been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

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

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
JAMES DUNCAN AND ASSOCIATES, INC., d/b/a DUNCAN ASSOCIATES

[Scope of Work and Fee Proposal]

See following pages.

Scope of Services

Task 1: Project Organization

This task will consist of a day of meetings between consultant team and City staff to make introductions, initiate data collection, interview key staff members, discuss policy and methodological issues, and refine the project schedule.

Deliverable: One (1) day of meetings

Task 2: Service Areas

For any facilities, such as parks, for which multiple service areas are necessary or desired, information on existing land uses and existing facilities and replacement costs will need to be collected and analyzed to determine the existing levels of service (LOS) for each service area. Information will also be needed on the location of planned improvements. This may require an iterative process, in order to identify service area boundaries that do not create unnecessary deficiencies or define service areas with no planned improvements. A service area memorandum will be prepared describing the proposed service area boundaries.

Deliverable: Service Area Memorandum

Task 3: Land Use Assumptions

Once the service areas have been finalized, land use assumptions will be prepared for each service area. Some service areas will cover less than the entire city, meaning small-area projections will be required for subareas. The likely source for these projections is the demographic data sets available from the Maricopa Association of Governments. These data sets include projections of population, households and employment by small Socioeconomic Analysis Zones, which can be aggregated to service areas, and can be adjusted as necessary to be consistent with current city-wide or area-specific forecasts. The consultant team will prepare a memorandum recommending land use assumptions for each service area.

Deliverable: Land Use Assumptions Memorandum

Task 4: Existing LOS Analysis

SB 1525 requires an existing level of service (LOS) analysis. An inventory of existing facilities will be compiled for each fee type and service area. In impact fee analysis, the existing LOS is often expressed in terms of the existing capital facility cost per service unit (a measure of demand, such as population for parks). Although other measures (such as acres of parks per 1,000 residents) can also be used, the capital cost per service unit approach has the advantage of allowing a single, comprehensive LOS measure, as opposed to separate LOS measures for individual facility components (such as acres of land, tennis courts, swimming pools, etc.). An exception is transportation, for which a ratio of vehicle capacity to demand is most often used as the LOS measure. In addition, water and wastewater LOS may use other measures (such as gallons per day of treatment capacity per EDU), although this will require a component-specific approach (treatment

capacity, storage capacity, etc.). The consultant team will prepare a memorandum documenting the calculation of the existing LOS for each facility type and service area.

Deliverable: Existing LOS Memorandum

Task 5: Improvement Plans

The consultant team will review the City's master plans and CIP, and work with City staff to identify growth-related improvements and capital costs likely to be required over the planning horizon. This list of projects should not be confused with the Infrastructure Improvements Plan (IIP), since it is only one component of the IIP. The only determination required for eligibility for inclusion in the IIP is whether an improvement is wholly or partially replacement versus capacity-expanding. No judgment calls are required as to whether a specific capacity-expanding improvement is attributable to existing deficiencies, growth or both existing and future development. Deficiencies will be identified in the existing LOS analysis. Any capacity-expanding improvements beyond what is necessary to correct existing deficiencies are by definition growth-related. Growth-related costs attributable to new development over the planning period are determined based on the land use assumptions and the LOS used as the basis for the impact fee calculations. The consultant team will prepare a memorandum summarizing the proposed improvements plans for each service area.

Deliverable: Improvements Plans Memorandum

Task 6: Preliminary Draft

This task involves preparation of an initial draft of the impact fee study for staff review. As noted earlier, it is suggested that the land use assumptions, IIP and impact fee study be provided in the form of a single, consolidated document. Content from memoranda prepared for previous tasks will be revised as necessary and incorporated into the draft. In addition, appropriate revenue "offsets" will be calculated. Offsets are fee reductions to take into account future revenue generated by new development or that is available from other sources to fund the planned improvements. If Avondale charges an "excess" construction excise tax, an offset will also need to be calculated for that, as required by SB 1525. Finally, a cash flow analysis will be provided that will forecast future capital expenditures and revenues over the planning horizon. The report will document information, analysis, and data required by revised statutes including levels of service standards, cost factors, calculation methodology, service units and fee credits. The report will include appropriate graphics, charts and tables to clearly and concisely document methodologies and analyses.

Deliverable: Staff Review Draft Impact Fee Study

Task 7: Public Review Draft/Ordinance

Following receipt of staff comments, the consultant will prepare a revised draft of the consolidated land use assumptions, IIP and impact fee analysis to incorporate staff comments. Concurrent with the public review draft, the consultant will provide draft ordinance amendments. The consultant team will review the City's current impact fee ordinance and related policies and procedures and recommend changes necessary to ensure compliance with SB 1525. These recommendations will address new grandfathering rules, developer credit procedures and refund requirements. SB 1525 provides several options for handling developer credits: a) fees are reduced within the subdivision or

development project; b) the developer is reimbursed from impact fee collections; and c) the developer is allowed to transfer or sell credits to be used to reduce fees in other developments within the service area. Combinations of these options are possible, but no specific approach is mandated. The consultant team will evaluate the City's current approach and recommend any modifications required to comply with the current statute.

Deliverables: *Public Review Draft Impact Fee Study*
Draft Ordinance Amendments

Task 8: Public Participation

The consultant team will participate in workshops and meetings with external stakeholders (homebuilders, commercial builders, multi-housing association, etc.) and the City Council. The consultant will provide staff with draft presentation materials prior to each meeting. Each meeting will be attended by one or more principals of the consultant team, as appropriate and as agreed to by the City. The City will be billed in terms of person-days of travel. A consultant team member attending more than one meeting within a 24-hour period will be considered a single person-day. For the purposes of determining a fixed-fee price, up to 6 person-days of travel are included in the lump-sum price. The City will only be billed for person-days of travel actually made. Additional person-days will be provided as requested by the City at a fixed cost per person-day.

Deliverable: *Up to Six (6) Person-Days of Travel*

Task 9: Final Revisions/Files

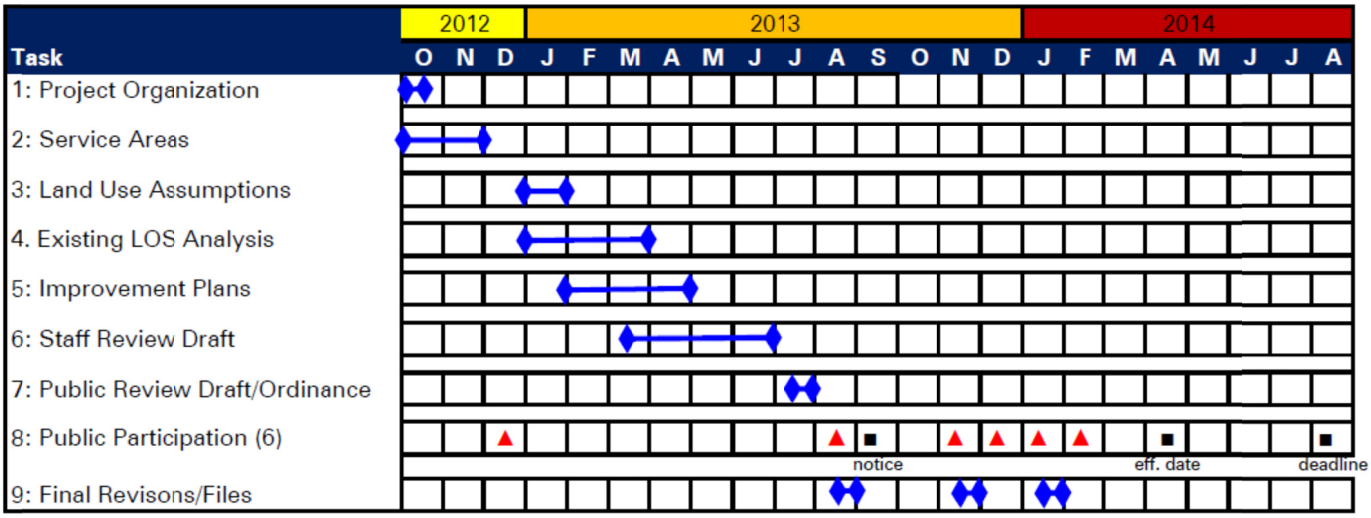
Up to three (3) revisions to the public review draft will be made as necessary to respond to public and Council input received at stakeholder meetings, Council workshops and public hearings. These revisions will not include the creation of additional service areas. All drafts will be provided in Adobe Acrobat format. Once the updated fees are adopted, the consultant will provide the City with all electronic files. Our studies consist of a Word document containing tables that are linked to an Excel spreadsheet. No special training is required to update these documents, other than familiarity with Word and Excel. We will provide written instructions on how to update the document, and will be available to answer questions as needed.

Deliverables: *Up to Three (3) Revised Drafts of the Impact Fee Study*
Electronic Files
Written Instructions on How to Update the Document
Telephone and E-Mail Assistance as Needed for One (1) Year

Timeline

The proposed scope of services is anticipated to take approximately 10 months from notice to proceed to delivery of the public review draft of the report. The required public/hearing adoption process takes a minimum of 8 months from publication of the final report to the effective date. The suggested schedule allows one month of public review between delivery of the public review draft and publication of the report. Revisions to the report could be made during this period could be made as appropriate to respond to public/Council input. Sixty days after publication of the report

and provision of notice, the first public hearing could be held on the land use assumptions and infrastructure improvement plan. Revisions could be made following that public hearing before the adoption meeting to be held 30-60 days later. Following adoption of the land use assumptions and infrastructure improvements plan, 30-days' notice would be provided for the public hearing on the impact fee study and ordinance. Again, revisions to the fee schedule and ordinance could be made following the second public hearing as appropriate. The final adoption meeting would be held 30-60 days after the second public hearing, which would result in an effective date of the updated fees occurring approximately four months prior to the August 1, 2014 deadline, as illustrated in the flowchart below.



Project Budget

The consultant compensation for the professional services described in the Scope of Services shall be a fixed fee per task as shown in the following schedule. The breakdown by personnel and travel costs are estimates provided for information only. The City will be billed monthly based on the total cost and the percentage completion of each task. Attendance at meetings in Task 8 will be billed at a flat rate of $2,400 per person-day, all expenses included.

Task	Personnel Cost	Travel Cost	Total Cost
1: Project Organization	$6,480	$1,360	$7,840
2: Service Areas	$11,320	$0	$11,320
3: Land Use Assumptions	$14,525	$0	$14,525
4. Existing LOS Analysis	$20,335	$0	$20,335
5: Improvement Plans	$16,120	$0	$16,120
6: Staff Review Draft	$38,130	$0	$38,130
7: Public Review Draft/Ordinance	$18,440	$0	$18,440
8: Public Participation (6)	$10,500	$3,900	$14,400
9: Final Revisons/Files	$8,750	$0	$8,750
Total	$144,600	$5,260	$149,860

Additional services beyond those described in the Scope of Services will be provided on a time-and-expense basis or as negotiated with the City. Additional meeting attendance will be provided at a flat rate of $2,400 per person-day, all expenses included. Time-and-expense work will be at the following hourly rates, all normal office expenses and overhead costs included:

James B. Duncan, FAICP, President, Duncan Associates:	$225 per hour
Clancy Mullen, Project Manager, Duncan Associates:	$175 per hour
Eric Damian Kelly, Land Use Lawyer, Duncan Associates:	$250 per hour
Associate Planner, Duncan Associates:	$90 per hour
Administrative Staff, Duncan Associates:	$60 per hour
Frank Davis, Manager, Raftelis Financial Consultants:	$205 per hour
Senior Consultant, Raftelis Financial Consultants:	$130 per hour
Administrative Staff, Raftelis Financial Consultants:	$60 per hour